

Standard Terms of Business of Air Quality Consultants Limited

In allowing the Company to begin the Work, the Client agrees to the application of these Terms to the exclusion of any other terms that may have been proposed by the Client. In particular, the Client acknowledges and agrees that its use of any purchase order to procure services is solely for administrative purposes and in no event shall the Company be bound to any terms and conditions on such order.

1. DEFINITIONS

- 1.1. "Agreement" means the Company's written proposal together with these Terms.
- 1.2. "Company" means Air Quality Consultants Limited.
- 1.3. "Client" means the business entity to whom the proposal detailing the Work was submitted (unless otherwise agreed in writing by the Company).
- 1.4. "Written" means text transmitted either in electronic form or in printed form; "Report" means any findings, forecasts, statements of opinion, recommendations or report relating to or arising out of the Work.
- 1.5. "Price" means the fee rates, costs, expenses, lump sum price and any uplift or interest payable under these Terms.
- 1.6. "Work" means the services to be provided in accordance with the scope of work set out in the detailed written proposal submitted by the Company to the Client as may be modified under clause 2.3, including any Report.
- 1.7. "Authorised Employee" means an employee of the Company holding the position of Principal Consultant or Technical Director in relation to the Work, an employee holding the office of Director or a legally appointed Director of the Company. Words in the singular include their equivalent in the plural.

2. COMPANY'S DUTIES

- 2.1. The Company will carry out the Work for the Client with all the reasonable skill, care and diligence to be expected from a professional firm in the performance of similar services in the same circumstances, in accordance with relevant standards current at the time. No other warranty or representation, express or implied, is included or intended to apply to the Work and it shall not do so.
- 2.2. The Company will perform the Work generally in accordance with the proposal, but reserves the right to vary the Work if it appears to the Company reasonably necessary to do so as a result of site conditions, new information, or of safety or environmental factors, on the basis that the Client agrees to bear the costs of additional work reasonably undertaken at the Company's standard rates or such rates as are otherwise agreed in writing.
- 2.3. On receipt of a notice from the Client of a proposed variation to the Scope of the Work, the Company will notify the Client if there is an impact on the Price or schedule of the Work and will prepare and submit a proposal for the varied scope. The Company's standard rates shall apply to the varied Work or such rates as are otherwise agreed in writing.

3. CLIENT'S OBLIGATIONS

- 3.1. If the Client suspects at any time that the Work is or may be defective in any way whatsoever, the Client shall immediately draw the same to the attention of the Company and allow the Company the opportunity to correct the same.
- 3.2. The Client shall not, without the prior written consent of the Company, at any time while the Services are being provided and for a period of 24 months after the last date of supply of the Services, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant, agent or subcontractor who has been introduced to the Client by the consultant.
- 3.3. Any consent given by the Company in accordance with clause 3.2 shall be subject to the Client paying to the Company a sum equivalent to 25% of the then current annual remuneration of the Company's employee, consultant, agent or subcontractor or, if higher, 25% of the fees paid or to be paid by the Client to that employee, consultant, agent or subcontractor.

4. CONFIDENTIALITY

- 4.1. Each party will treat any information of a confidential nature relating to the other party, which it comes across as a result of this Agreement, and any information about the Work, as confidential.
- 4.2. Any Report will be addressed and delivered to the Client only, unless the Company is otherwise directed by the Client in writing. The parties will keep confidential the Report and neither will make it available or disclose its substance or contents to any third party, unless otherwise agreed in writing.
- 4.3. Notwithstanding the foregoing, the Company reserves the right to use a description of the Work in its promotional literature.

- 4.4. This clause shall not prevent the publication or disclosure of any such information once it has come within the public domain through no fault of the party which would otherwise owe the duty of confidentiality, information that has been lawfully acquired on a non-confidential basis and information published or disclosed under a duty or obligation owed to or imposed by any court, regulatory or governmental authority or body.

DOCUMENTS AND REPORTS

- 4.5. All documents (in hard copy or electronic forms) made available by the Client under these Terms shall remain the property of the Client and shall be returned to the Client, if requested, after use or on completion of the Work. The Company shall have the right to retain a copy of any document for its files.
- 4.6. Reports will remain the property of the Company until the Price is paid in full. Reports shall be used only by the Client for the purpose set out in the Company's written proposal and shall not be relied on or used for any other purpose whatsoever, or by any other party, unless agreed in writing by an Authorised Employee.
- 4.7. Copyright in the Company's written proposal and in Reports and any intellectual property rights arising from the Work shall at all times belong to the Company, unless there is a specific written agreement otherwise, signed by an Authorised Employee.

5. THE PRICE

- 5.1. The fixed charge and/or fee rates and price schedule specified in the Company's written proposal will remain valid for a period of 60 days from the date of the proposal. After this period the Company reserves the right to amend the fixed charge and/or fee rates and price schedule, prior to agreement to carry out the work. The Company also reserves the right to charge at revised rates from 1 January each year, for any work outside of or in addition to that specified in the written proposal that forms the basis of the Agreement.
- 5.2. Unless otherwise agreed in writing, invoices will be issued monthly based on time spent at the fee rates agreed at the time the Agreement comes into force, or at the revised rates for work outside of or in addition to that specified in the written proposal that forms the basis of the Agreement

6. TERMS OF PAYMENT

- 6.1. Invoices will be rendered monthly in arrears, unless otherwise set out in the Company's written proposal and shall be paid (without deduction or set-off) by the Client within 30 days of the date of submission of the invoice by the Company. The Company reserves the right to charge interest and claim compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on any sums remaining unpaid at the expiry of any such 30 days.
- 6.2. The cost of services and expenses incurred will bear any applicable value added tax charge or its equivalent at the rate current at the date of invoice.

7. LIABILITY OF THE COMPANY

- 7.1. Save for the obligations set out in these Terms, all other warranties, obligations and representations are hereby excluded to the fullest extent permitted by law, and all relations between the parties and all matters, issues or claims in relation to the Work shall be governed by these Terms to the exclusion of any other liability whatsoever or howsoever arising under the law of tort or its equivalent in any other country. Notwithstanding the foregoing, nothing in these Terms shall restrict the Company's liability for death or personal injury caused by the Company's negligence.
- 7.2. The Company's liability shall be limited to the extent of any damage, injury or loss that is directly attributable to the failure of the Company, its employees, its subcontractors, and/or agents to comply with the obligations on the part of the Company under these Terms. In no circumstances whatsoever shall the Company be liable to the Client for indirect or consequential loss. For the purposes of these Terms, "consequential loss" shall mean loss of revenue or profits, loss of business opportunity or goodwill, loss of contracts or money payable to third parties on account of delay, in each case whether direct or indirect.
- 7.3. The Client acknowledges and accepts that the Price does not contain a premium sufficient to cover the Company's risk of unlimited liability in respect of the Work and that a limitation on the Company's liability is therefore reasonable, bearing in mind the relevant circumstances, including the cost and availability or otherwise of insurance cover. Without prejudice to the remainder of this clause, the Company shall be liable to the Client for such direct losses of the Client as are attributable directly to the Company's defective work, limited to an aggregate amount equivalent to five times the Price up to an absolute maximum of £1,000,000. The Company shall have no further liability to the Client, its employees or agents in connection with the Work.
- 7.4. The Client agrees not to pursue any claim or other issue against an individual employee of the Company who has been engaged in carrying out the Company's obligations under these Terms, whether such employee is named expressly or not. The Client acknowledges that such employees are entitled to enforce this provision of the agreement between the Company and the Client pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.5. No claim shall be brought against the Company by the Client after a period of two years from completion of the Work other than in any case involving fraud or dishonesty on the part of the Company.

8. THIRD PARTIES

- 8.1. The Client acknowledges and agrees that save as provided in clause 7.4 these Terms shall not confer on any third party a right to enforce any term of the Agreement. This provision confirms the intention of both parties for the purposes of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999.

9. ASSIGNMENT AND DELEGATION

- 9.1. Neither the rights nor obligations of the Client under these Terms may be assigned, unless agreed by the Company in writing.

10. FORCE MAJEURE

- 10.1. If the Company is delayed in the Work by any act or default of the Client or any other party on whom the work is reliant, or by any cause beyond the reasonable control of the Company, the period for completion of the Work shall be extended by a reasonable period, and the Company shall be paid for any additional reasonable costs incurred attributable to the delay.
- 10.2. Neither the Company nor the Client shall be liable for any failure to perform the required work caused by circumstances or events beyond their reasonable control. Should such circumstances or events occur, it is agreed that both parties shall use all reasonable efforts to overcome difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Work.

11. STATUS OF THESE TERMS

- 11.1. These Terms, together with, or as varied by, the Company's written proposal or the express written agreement referred to in clause 11.2, prevail over all other terms or representations and supersede all prior discussions, negotiations, arrangements, understandings or agreements between the parties (whether oral or otherwise), and shall constitute the entire Agreement between the parties.
- 11.2. These Terms may be varied or excluded (in whole or in part) by the Company's written proposal or by subsequent express agreement in writing signed on behalf of the Company by an Authorised Employee, but not otherwise.
- 11.3. If any provision of these Terms is or becomes invalid, illegal or unenforceable in any respect, the remaining parts of these Terms shall remain in force.
- 11.4. The Agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English courts.

12. DISPUTES

- 12.1. Any dispute arising under this Agreement shall be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: by the technical and contractual personnel for each party performing this Agreement, by executive management of each party, by mediation or through the English court system.

13. NOTICES

- 13.1. Any notice to be given by one party to the other shall be served by sending the same by post or electronic transmission to, or by leaving the same at, the address for each party shown in the Company's written proposal or notified in writing as the address for service. Any notice sent by electronic transmission shall be presumed to have been served at time of transmission, providing that the transmission report shows it was sent to the correct address. A notice sent by post shall be deemed to have been served 4 days after posting (for sendings within the United Kingdom) or within 10 days for all other sendings.