

1. This part of the documents sets out the full terms and conditions of this Agreement ("this Agreement") made between FDS Consult Limited ("the Consulting Engineer") and the Client ("the Client") for the provision of the services described in our fee proposal ("the Services")

2. This Agreement incorporates the ACE Short Form Agreement 2015 ("the Ace Conditions") except as varied by this Agreement which shall have precedence in case of any conflict. All definitions and references to terms in this Agreement shall be deemed to have the meaning and refer to the provisions of the Ace Conditions. All references in the ACE Conditions to the "Schedule" refer to these conditions and/or our fee proposal.

3. The Client will pay the fee described in the project fee proposal and in addition to that the Consulting Engineer shall charge for Additional Services and the Client shall pay the Consulting Engineer's fees at the rates set out in the fee proposal.

All additional fees shall be paid monthly in arrears by the Client.

4. The fee does not include the costs of designing, supplying or installing any fire safety systems identified by the Consulting Engineer.

5. In the event of the Client terminating this Agreement it shall pay the Consulting Engineer's fees for all work undertaken by the Consulting Engineer including any balance of the fee referred to in the project fee proposal not yet invoiced.

6. The Consulting Engineer shall not act as a "planning supervisor", a "principle contractor" or a "CDM Co-ordinator" as defined in the Construction (Design and Management) Regulations ("the CDM Regulations") for the Services or Additional Services.

7. The Client shall be responsible for preparing the health and safety plan and health and safety file and obtaining all necessary approvals for the installation of Services but the Consulting Engineer may at its absolute discretion assist the Client in respect thereof for which the Client shall pay the Consulting Engineer's hourly charge referred to in the fee proposal.

8. The Consulting Engineer shall not be responsible for the preparation or checking of details, specifications, drawing or revisions thereto unless specifically instructed by the Client as part of the Services or Additional Services in which event the Client shall pay the Consulting Engineer's fee at the rate referred to in the fee proposal.

9. The fees shall be paid within 30 days of the date of the relevant invoice (the "Final Date for Payment"). If the Client fails to pay on the final date for payment interest shall be charged and paid by the Client at the rate of 4% above Barclays Bank base rate from time to time from the date of invoice to the date of actual payment.

10. If the Client fails to pay a fee by the Final Date for Payment the Consulting Engineer shall be entitled to forthwith suspend or cancel further provision of Services and the Client shall pay the Consulting Engineer's reasonable expenses relating thereto.

11. The Consulting Engineer reserves the right to instruct a debt collection agency in respect of any unpaid invoices seven days after the due date for payment and all fees incurred with the said agent shall be charged to and paid by the Client forthwith.

12. The liability of the Consulting Engineer for any claim or claims arising out of or in connection with asbestos, terrorism, pollution, contamination and/or building facades/cladding is excluded and for all other claims shall not exceed £2,000,000 in the aggregate. The Consulting Engineer will maintain professional indemnity insurance for the same amount but only where it is available on reasonable terms and at reasonable rates.

13. The period of the Consulting Engineer's liability to the Client is six years from the first issue date of the information relating to the cause of any claim.

14. The Client acknowledges they are not entitled to the issue of warranties in favour of third parties or the novation of this Agreement and duties to an alternative Client. In the event the Consulting Engineer is requested to provide warranties or agree a novation the Client shall pay the Consulting Engineer's legal and other professional expenses incurred in negotiating the terms of the said warranties or novation and the Consulting Engineer reserves the right to charge additional fees at the standard hourly rate referred to in clause 3 for time engaged reviewing the warranties. The Consulting Engineer shall also be entitled to renegotiate the level of fees referred to herein to reflect the liabilities attaching thereto.

15. The Client shall not be entitled to assign the benefit or the burden of this Agreement without the prior written consent of the Consulting Engineer and the parties hereby confirm that notwithstanding any other provisions of this Agreement nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999. The Consulting Engineer shall be entitled to assign the benefit of this Agreement.

16. The Client accepts the Consulting Engineer's liabilities hereunder in respect of fire safety are limited to the Building Regulations and do not extend to the Client's property or contents thereof or if appropriate the property and contents of the Client's customer where the Services have been provided.

17. The Client acknowledges and agrees that the Consulting Engineer shall be paid all fees under this Agreement where those services are undertaken, irrespective of any approval or otherwise by a 3rd party.

18. The Client shall pay the fees set out in the project fee proposal whether or not the project relating to the Services is suspended, cancelled or amended and without prejudice to the generality of the foregoing the Client shall pay the Consulting Engineer for all Services actually rendered or to be rendered pursuant to this Agreement whether or not the Client proceeds with the proposed project to which they relate.

19. The fees under this Agreement exclude the following but this list is not exhaustive:

- a) Detailed calculations and design of specified systems.
- b) Preparation of drawing and specifications.
- c) Checking or commenting on any drawings or designs for compliance with the fire strategy and/or any design note and/or codes or standards and for any other reason, except where specifically detailed in the fee proposal.
- d) Providing construction systems or component detailing advice beyond the agreed work stage and that covered in the report/design note.
- e) Attending regular design team meetings except where identified in the Services.
- f) Additional work following issue of our report/design note except where identified in the Services.
- g) Providing monthly reports.
- h) Commenting on issues after the issuing of the fire strategy, report or design note and/or any other document produced by the Consulting Engineer except where identified in the Services and/or any agreed Additional Services.
- i) Additional work following the issue of our fire strategy, report or design note and/or any document produced by the Consulting Engineer except where identified in the Services and/or any agreed Additional Services.
- j) Commenting on alterations and issues outside our agreed scope of works.
- k) As our scope will be completed at the issue of the fire strategy, we will not be reviewing or commenting on any minutes or correspondence and/or any other documentation after the issue of the draft fire strategy.
- l) The Consulting Engineer's responsibility extends to the identified scope of the Services and does not extend to comments made by a Company Employee outside the agreed scope of the Services.

20. These conditions supersede all previous conditions and no person or employee of the Consulting Engineer shall be entitled to vary alter amend or waive any of these conditions unless approved in writing by a director of the Consulting Engineer.

21. The Client may not withhold payment of any invoice or other amount due to the Consulting Engineer by reason of any right of set off or counter-claim which the Client may have or allege to have or for any other reason whatsoever.

22. If any part of these conditions and definitions is deemed to be invalid or unenforceable they shall not affect the validity or balance of the rest of the conditions.

23. These conditions and all orders and contracts as regards validity performance and construction thereof shall be governed by the Laws of England.

24. The Consulting Engineer's duty to the Client is limited to the exercise of reasonable skill care and diligence of a properly qualified and competent Consultant Fire Engineer experienced in the provisions of like services.