

Quote and Terms & Conditions Acceptance Form

<i>Project Address</i>	64 Victoria Road, London, N227XF		
CONTACT INFORMATION			
<i>Name</i>	Rob Smallwood		
<i>Company Name (if any)</i>	NA		
<i>Address</i>	64 Victoria Road		
	Alexandra Park		
<i>City</i>	London	<i>Post Code</i>	N227XF
<i>Tel No</i>	07780553150	<i>Mobile No</i>	07780553150
<i>Email</i>	Bobbysmallwood7@gmail.com		

DECLARATION

☐ Please tick box and complete section below if someone else is responsible for payment of invoices.

If the below section is left blank, invoices will be sent to above contact who will be responsible for payment.

<i>Paying Client Name</i>	NA		
<i>Address</i>	NA		
	NA		
<i>Tel No</i>	NA	<i>Mobile No</i>	NA
<i>Email</i>	NA		

INVOICES WILL BE ADDRESSED AS DETAILED ON THIS FORM.

I ACCEPT THE QUOTATION AND AGREE TO YOUR TERMS & CONDITIONS AS DETAILED BELOW.

SIGNED: X_____

Print Name: Rob Smallwood

Date: 27/06/2022

Green Structural Engineering Ltd

General Terms & Conditions of Appointment

Green Structural Engineering Limited

Unit 21, Berghem Mews

Blythe Road

LONDON W14 0HN

Tel: 020 3405 3120

info@gseltd.co.uk

1. Terms & Conditions of Appointment

- 1.1. The agreement means these Terms of Appointment and the letter to which these Terms of Appointment are appended together with any document referred to in the said letter.
- 1.2. The Client means the addressee of the letter to which these Terms of Appointment are appended.
- 1.3. GSE means the company of Green Structural Engineering Limited on the letterhead of the letter to which these Terms of Appointment are appended.
- 1.4. GSE shall provide the services with reasonable skill, care and attention.
- 1.5. If there is a conflict between these Terms of Appointment and the letter to which they are appended or any documents referred to therein, the letter or the documents referred to therein shall prevail over these Terms of Appointment.
- 1.6. Notwithstanding any other provision of the Agreement, nothing in the Agreement confers or purports to confer any right to enforce its terms under the Contracts (Rights of third Parties) Act 1999 on any person who is not a party to it.

2. Variations to Services

- 2.1. Where variations to the services arise, the Project Engineer will draw these to the Client's attention prior to the extra work being executed. At the same time the Project Engineer will identify any additional costs associated with the extra work and request the appropriate agreement to meet these further charges. The value of such extra work may be expressed in terms of time to be spent, which will be costed according to the rates shown on the standard general conditions schedule in Clause 3 of this Agreement. All requests for extra services, alterations, or variations to the original brief should be instructed in writing.
- 2.2. Any work instructed by the Client either in writing or verbally will be deemed to have sanctioned additional fees unless expressly excluded in writing by the Client.
- 2.3. Additional project liaison/site meetings at the specific request of the Client (or client representative approved by the Client to act on their behalf) shall be charged at time charge rates.
- 2.4. In the event that the project is withdrawn after GSE has been instructed to proceed with any of the above elements, we reserve the right to be paid for any completed design. If any design is not complete at the time of withdrawal, GSE reserves the right to charge a fee based on the number of hours spent on that element at the rate of £95.00+VAT per hour.
- 2.5. All fees and expenses are subject to VAT at the rate then current.

3. Standard General Conditions Schedule - Fees for work charged on a time basis (to ACE Agreement 1: Design)

- 3.1. Where fees are charged on a time basis:
 - 3.1.1. The time of Directors will be charged at a rate of £150.00 per hour.
 - 3.1.2. The time of Technical and supporting staff will be charged at an hourly rate as follows;
 - I. Project Engineers - £100.00 per hour.
 - II. Senior Engineers/Associates - £120.00 per hour.
 - 3.1.3. No charge will be made in respect of time spent by secretarial staff or by staff engaged in general accountancy or administration.
 - 3.1.4. The fee will be the time reasonably spent in carrying out the work, including the time of travelling, multiplied by the relevant hourly rate.

4. Fees for work charged on a Percent basis

- 4.1. Where fees are charged on a percentage of the construction cost basis, the Construction cost shall be the total cost including all overheads and profit if agreed and VAT (but excluding professional fees, Fixtures, Fittings & Equipment (FFE)).
- 4.2. The final fees shall be adjusted to accord with any increase to the construction cost.

5. Disbursements

- 5.1. Where applicable out of pocket expenses properly incurred for any of the following will be charged:
 - I. Necessary investigations or testing of materials.
 - II. Travelling, hotel and other similar expenses.
 - III. Printing, reproduction and purchase of all documents, drawings, maps and records.
 - IV. Necessary equipment and specialist services.

6. Conditions of Payment

- 6.1. The Client shall pay GSE for the performance of the services, the fees and charges in such instalments as are set out in the letter to which these Terms of Appointment are appended. Where no such instalments are set out, fees will be due generally as work proceeds. A schedule of fee payments will be agreed before the contract commences
- 6.2. All sums due from the Client shall be paid within 30 days of the date of the invoice submitted to the Client from GSE in accordance with the agreed scale of charges to the client.
- 6.3. On receipt of invoice, the Client must raise any queries in writing within 5 days otherwise the invoice is deemed to have been accepted.
- 6.4. The Client will pay to GSE, if applicable, interest under the Late Payment of Commercial Debts (Interest) Act 1998 on all unpaid invoices or at GSE's sole discretion, compound interest at the rate of 8% above the Bank of England Base Rate on all invoices which remain unpaid by the Client after 10 days, together with the full amount of administrative, legal and other costs incurred in obtaining settlement of unpaid invoices.

7. Professional Indemnity Insurance

- 7.1. GSE is required to comply with the regulations of certain professional bodies in respect of the maintenance of professional indemnity insurance above those bodies' limits, provided that it is available at commercially reasonable rates, as defined for a period of 6 years from the date of practical completion under the building contract or the end of the Agreement, whichever is the later. Such insurance shall be with an insurer who is listed for this purpose by the professional body.
- 7.2. GSE shall on the written request of the Client provide evidence that the insurance is properly maintained.
- 7.3. GSE shall immediately inform the Client if the professional indemnity insurance referred to in Clause 7.1 above ceases to be available at commercially reasonable rates in order that the best means of protecting the respective positions of the Client and GSE can be implemented.

8. Omissions

- 8.1. GSE shall not be liable for any errors or omissions which may result from the information taken from plans, site survey information, etc, supplied by Local Authorities, Statutory Undertakers and other relevant bodies.

9. Copyright

- 9.1. Copyright in all intellectual property documents and drawings prepared by GSE and in any works executed from those documents and drawings shall, unless otherwise agreed, remain with GSE.
- 9.2. GSE shall not be liable for any use of the documents for any purpose other than that for which they were prepared and provided by GSE.

10. Assignment

- 10.1. Neither the Client nor GSE may assign this agreement without the others written consent.

11. Third Parties

- 11.1. For the avoidance of doubt, nothing in this agreement is intended to confer on any third party any benefit or the right to enforce any term of this agreement pursuant to the Contract (Rights of Third Parties) Act 1999.

12. Net Contribution

- 12.1. The Consultants liability for loss or damage suffered by the Employer in the event of any breach of this Appointment is limited to the proportion of such loss or damage that it would be just and equitable to require the Consultant to pay having regard to the extent of responsibility of the Consultant for the same.
- 12.2. Our liability for loss or damage will be limited to the amount that it is reasonable for us to pay in relation to the contractual responsibilities of other consultants, contractors and specialists appointed by you.

I agree to the terms and conditions set out above.

Signed: _____

Name: _____

Date: _____

Position: _____