

TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR CONSULTANCY SERVICE

1. DEFINITIONS

The following definitions shall apply to these terms and conditions:

- 1.1 "Agreement" means the Proposal and associated terms and conditions as specified in this document and agreed between the Client and the Consultant.
- 1.2 "Client" means the person, firm, company or organisation for which the Consultant is performing the Service.
- 1.3 "Consultant" means Granted Consultancy Limited ("Granted").
- 1.4 "Project" means the project referred to in any Proposal in relation to which Granted is performing the Service.
- 1.5 "Proposal" means the fees and Service proposal from Granted to the Client as specified in the relevant Proposal document or other written offer, and as agreed between the Client and Granted in further written (email) communication.
- 1.6 "Service" means the consulting work and Service to be performed by Granted on behalf of the Client in accordance with the Proposal, and any further works as agreed between the Client and Granted in relation to the Project.
- 1.7 "Third Party" means any person other than the Consultant, the Client or their respective employees or agents.

2. GENERAL

- 2.1 These terms and conditions together with any associated Proposal for Service and any attached schedule of hourly/daily fee charges and/or disbursements shall constitute a contract between the Client and the Consultant which shall be subject to any terms and conditions stated in the Proposal and these terms and conditions.
- 2.2 These terms and conditions take precedence to and supersede any terms and conditions referred to, offered or relied upon by the Client, whether in negotiation or at any stage in the communication between the Client and the Consultant with respect to the Service. The Consultant shall not be bound by any other terms and conditions provided by the Client unless the Client notifies in writing that they intend such terms and conditions to apply and the Consultant accepts such terms and conditions in writing.

3. PERFORMANCE OF SERVICE

- 3.1 The Consultant shall exercise reasonable skill and care in the performance of the Service.
- 3.2 The Consultant retains the right subject to written notice to withdraw from the Project if, in the Consultant's view, Project development and progress falls below an acceptable professional standard or, in particular, fails to provide adequate measures for reasonable protection of the environment. Fees agreed between the Client and the Consultant will still apply for all Service performed until such date of withdrawal from the Project.

4. COMPLIANCE WITH LAW

This Agreement shall be governed by and construed in accordance with English law.

5. CONFIDENTIAL INFORMATION

The Consultant shall keep confidential all information as to the business of the Client which shall come or has come to the knowledge of the Consultant in the course of performing the Service, provided that this restriction shall not apply to any information which is in, or legitimately enters, the public domain.

6. COPYRIGHT

Copyright for all reports, documents and other materials (including material in electronic form) produced by the Consultant shall remain vested in the Consultant. The Consultant shall not be liable for any use of such reports and documents other than by the Client for the purposes for which they were commissioned and prepared.

7. SUPPLY OF INFORMATION AND PROJECT CHANGE

The Client shall supply in a timely fashion and without charge all necessary and relevant information (including any relevant instructions, consents and approvals) in his possession or available to him from his other agents, contractors or Consultants. If the Consultant has to carry out additional, repeat or revisit work as a result of further or delayed information received, the Consultant shall appropriately advise the Client who shall be responsible for payment of such Service at the Consultant's hourly/daily rate in force at the time.

8. TRAVEL EXPENSES

The Consultant will charge to the Client all reasonable travel expenses which are incurred by the Consultant in carrying out the necessary work to complete the contract. These shall include rail, air, underground and taxi fares, or where the Consultant or agents travel by private car, an allowance of 45p per mile plus VAT will be charged.

9. TERMS OF PAYMENT

- 9.1 In consideration of the Service performed under this Agreement, the Consultant shall be paid as defined in the Proposal offer. All sums shall become due for payment by the Client on submission of the Consultant's invoice. Reports, drawings, calculations, designs and similar materials remain the property of the Consultant until paid for in full by the Client. Any sums remaining unpaid at the expiry of the period specified on the invoice shall bear interest thereafter, including on the VAT due, calculated in accordance with the Late Payment Act 1998, being at a rate of 8% above the reference rate given therein. The Consultant shall also be entitled to compensation for debt recovery costs for an amount of £40, £70 or £100, according to the magnitude of the outstanding amount, as stipulated in the Act.
- 9.2 The Client may not withhold any payment after the final date for payment of any sum due under this Agreement unless the Client gives not later than seven days before such final date a notice specifying the amount proposed to be withheld and the ground for withholding payment or if there is more than one ground, each ground and the amount attributable to it.
- 9.3 The Client may not withhold payment for any disputed amount greater than the value of rectifying the disputed element of the specified consultancy Service.

10. THIRD PARTIES

- 10.1. All documents prepared by the Consultant in connection with the Service are for use by the Client or in connection with the Project, and shall not be used or relied upon by any Third Party or used for any other Project without the prior written consent of the Consultant. The Consultant accepts no responsibility or liability for any report or document prepared in connection with the Project to any party other than the Client.
- 10.2. Nothing in this Agreement confers or purports to confer on any Third Party or any right to enforce any terms of this Agreement. Pursuant to the contract (rights of Third parties) Act 1999.

11. TERMINATION

- 11.1. The Client may terminate the appointment of the Consultant at any time by giving four (4) weeks' written notice in respect of all or any part of the Service.
- 11.2. The costs of all works completed by Granted and any related expenses and/or disbursements incurred by Granted up to the date of termination and any costs incurred by Granted as a direct result of a cancellation by the Client will be fully payable by the Client.
- 11.3. If circumstances arise that are outside the Consultant's control and which would cause all or any part of the Service being performed to be deemed irresponsible by the Consultant, the Consultant shall be entitled to terminate all or part of the appointment by giving two (2) weeks' written notice.
- 11.4. In the event of failure by the Client to make payments due to the Consultant in accordance with clause 8, the Consultant may terminate this Agreement without prior notice.
- 11.5. Without prejudice to the above, this Agreement may be terminated immediately where any of the following circumstances arise:
 - a) Either party commits a serious breach or persistent breaches of this Agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein and after notice of this breach has been given to the defaulting party it remains unremedied and unrectified 30 days after such notice.
 - b) Either party becomes insolvent or enters into a CVA or IVA.
 - c) Either party ceases to trade.

12. STATE AID

The Consultant and its employees and representatives seeks to ensure that information provided is up to date and accurate. However, the information does not constitute legal advice and the Consultant cannot accept any liability for actions arising from its use.

State Aid is an integral part of all grant applications and independent legal advice should be sought by the Client. Failure to seek independent legal advice pertaining to State Aid may result in projects failing during Due Diligence or suffering from claw back of funds after award. The Consultant cannot accept any liability for actions arising due to failure of the Client to seek independent legal advice.