

J O Associates Ltd standard terms and conditions

1. General

- The Company means J O Associates Limited providing the Scope of Services identified in the attached Fee Proposal.
- The Client means the entity instructing the Company identified in the attached Fee Proposal.
- Scope of Services means the services provided by the Company to the Client as set out in the attached Fee Proposal.
- Fee Proposal means the covering letter which sets out the Scope of Services and the charges the Company will render to the Client for the delivery of the Scope of Services together with any additional express terms of contract agreed between the Company and the Client.
- The Company and the Client agree that these Terms and Conditions of Contract and the attached Fee Proposal shall form the contract (“the Contract”) between the Company and the Client unless and until they are replaced by a written, agreed and signed alternative contract.

2. Scope of Services and Payment

- The Company shall be entitled to be paid the fees detailed within the Fee Proposal.
- The Company shall exercise reasonable skill and care in the delivery of the Scope of Services.
- Invoices will be rendered monthly unless otherwise agreed by the Company and shall be payable on presentation. The due date for payment is the date of the invoice. The final date for payment is 1 month after the due date (the Final Date for Payment).
- If the Client requests the Company to invoice a third party in respect of the payment for any of the Scope of Services then acceptance of such request by the Company and the rendering of invoices to third parties will not amount to a novation or assignment of the Contract and the benefit and burden of the Contract shall remain vested in the Client and the Client shall remain liable in respect of the fees until payment in full by any third party.

3. Termination

- If the Client terminates the Contract the Client shall pay the Company for the percentage of work performed to the date of cancellation.
- The Company will terminate the Contract and return monies paid if it believes it advice is not being following or action is taken by a other party (i.e. Builder) that in the Company's opinion could jeopardize building structural integrity (whether that building is owned by the client or a neighbouring building).

4. Insurance, Liabilities and Indemnities

- The total liability of the Company to the Client from the date of the Fee Proposal for each claim or series of claims arising from the same originating cause shall not exceed the sum of £250,000.
- The Company shall have no liability for any losses arising from war and terrorism, toxic mould, and nuclear risk, pollution and contamination and/or asbestos.
- The amount of Professional Indemnity Insurance provided by the Company for each claim or series of claims arising from the same original cause shall be £250,000 provided such insurance is available at commercially reasonable rates and terms.
- Any budgetary or programming opinion offered by the Company is to be regarded by the Client as broad guidance only and shall not be relied upon by the Client. Time is not of the essence in the delivery of the Scope of Services.
- The Client shall without charge, and in the time required, so as not to disrupt the performance of the Scope of Services, do all things required to enable the Scope of Services to be performed and will indemnify the Company against all losses and costs incurred as a result of any failure to do so.
- The Company accepts no responsibility for economic, consequential and indirect losses howsoever caused and whether claimed in contract or tort which include, but are not limited to, loss of profits, loss of opportunity, loss of production, loss of business, loss of business opportunity or diminution in value of any asset.

5. Disputes

- In the event of a dispute that cannot be resolved by discussion and negotiation the Company and Client agree to an initial process of Mediation. All costs, other than legal costs associated with the process, shall be shared equally by the Company and Client.

6. Intellectual Property

- All intellectual property rights associated with the Scope of Services shall remain vested in the Company. A specific licence for use may be granted by the Company. If the Client defaults on payment to the Company any such licence is hereby automatically revoked. The Company shall not be liable for any use of the copyright materials for any purpose other than the original intent.
- The Company shall not be liable for any copyright infringement by the Client using information that includes Crown Copyright protected Ordnance Survey base data

7. Miscellaneous

- The Contract shall not be transferrable or assignable by the Client to any other party.

- The provisions of the Contracts (Rights of Third Parties) Act 1999 are specifically excluded from the Contract.
- The information contained in the Fee Proposal is provided in confidence and regarded as commercially sensitive and confidential as defined under the Freedom of Information Act 2000 (as amended), in particular, our rates, prices, personal information and information deemed by the Company to be a trade secret.
- The Client shall provide all things required to enable the Scope of Services to be performed.
- The Company shall not be liable for any use of the Company's design proposals in whole or in part that have not had prior consent by any third party who have an obligation to approve such proposals.

8. Governing Law

- The Contract shall be governed by and construed in accordance with English law. 39. The Client and the Company hereby submit to the jurisdiction of the English courts.