

## **STANDARD TERMS AND CONDITIONS**

### **1.0 The Offer**

- 1.1 All offers and fee bids, etc, by M P Gallucci Quantity Surveyors Ltd and all contracts concluded with a Client shall be subject to and shall incorporate these terms and conditions. No amendment or variation to these terms and conditions shall be binding on M P Gallucci Quantity Surveyors Ltd unless in writing and signed by a director of M P Gallucci Quantity Surveyors Ltd and a duly authorised officer of the Client. These terms and conditions together with the relevant written offer / fee bid represent the entire agreement between the parties. All other oral and/or written communications, representations, agreements or undertakings and any such communications, representations, agreements and undertakings which are not expressly contained in these terms and conditions or the relevant written offer / fee bid shall have no contractual significance.
- 1.2 For the purposes of these terms and conditions, the services to be provided by M P Gallucci Quantity Surveyors Ltd ("the Services") and the fees to be paid by the Client shall be as set out in the offer letter, fee bid or other document supplied to the Client in connection with these terms and conditions. Fees and charges are in all cases quoted exclusive of VAT and disbursements.
- 1.3 For the purpose of these terms and conditions, unless already stipulated in the agreed fee proposal, all out of pocket expenses incurred by M P Gallucci Quantity Surveyors Ltd will be charged directly to the client at cost value plus a 5% administration charge. Any secretarial or typing support required to supplement the service unless already stipulated in the agreed fee proposal will be charged directly to the client at an hourly rate of £45 plus VAT.

### **2.0 The Services**

- 2.1 M P Gallucci Quantity Surveyors Ltd shall perform the Services with all reasonable skill, care and diligence, but no liability pursuant to or in connection with the Services shall attach to M P Gallucci Quantity Surveyors Ltd except such liability as is covered by their Professional Indemnity Insurance, and the total amount of such liability pursuant to or in connection with the Services is limited to ten times the level of the fee associated with the Services. Nothing in these terms and conditions shall limit M P Gallucci Quantity Surveyors Ltd's liability for death or personal injury.
- 2.2 Subject to clause 2.1 above, M P Gallucci Quantity Surveyors Ltd's total liability in connection with the Services provided shall be limited to that proportion of any loss or damage suffered by the Client as it would be just and equitable for M P Gallucci Quantity Surveyors Ltd to pay having regard to the extent of M P Gallucci Quantity Surveyors Ltd's responsibility for the same and on the basis that all other persons liable for the same loss or damage shall be deemed to have paid to the Client such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility.
- 2.3 Other than in respect of any liability which cannot lawfully be excluded, no liability whatsoever or howsoever arising shall attach to the individual Directors, employees or agents of M P Gallucci Quantity Surveyors Ltd pursuant to or in connection with the performance of the Services.

### **3.0 Payment**

- 3.1 M P Gallucci Quantity Surveyors Ltd shall be entitled to payment of additional fees and to reimbursement of any expenses and disbursements incurred for any additional work arising out of or in connection with:
  - a) changes in the scope or timing of the works undertaken by M P Gallucci Quantity Surveyors Ltd, whether or not caused by changes or instructions of the Client, or its professional advisors; and/or
  - b) delay, defective performance or insolvency of the Client, its professional advisors, other consultants, contractors or suppliers.
- 3.2 M P Gallucci Quantity Surveyors Ltd shall be entitled to render invoices weekly unless otherwise agreed in writing. Each invoice is due for payment on the date that it is received by the Client. A first invoice may be rendered for an advance fee equal to 35% of the forecast fees billable for the project. This invoice should be paid prior to services commencing. The final date for payment is 14 days from the date on the invoice. The Client shall pay all invoices without deduction, set-off, abatement or counter-claim.
- 3.3 If the Client disputes in good faith that any item set out in M P Gallucci Quantity Surveyors Ltd's invoice is due, the Client shall give notice in writing within 5 days of the date of such invoice stating the reason for such dispute. The Client shall nevertheless pay all items which he does not so dispute. If no such notice is given, it shall be deemed that an invoice has been accepted by the Client in full. M P Gallucci Quantity Surveyors Ltd and the Client shall immediately use their best endeavours to agree the amount of any disputed item.

3.4 In the event that the Client employs any member of staff or consultant who is or has been within the previous six months an employee of or engaged by M P Gallucci Quantity Surveyors Ltd and who has been providing services to the Client on behalf of M P Gallucci Quantity Surveyors Ltd, the Client will pay to M P Gallucci Quantity Surveyors Ltd the sum of **£25,000** (excluding VAT) immediately upon the employment or engagement of that person, whether that employment or engagement is direct by the Client or through a third party. This represents only a part of the true loss to M P Gallucci Quantity Surveyors Ltd and is intended to act as an incentive to foster a business to business relationship that can be built on mutual trust for the long term.

#### **4.0 Suspension and/or Termination**

4.1 Either the Client or M P Gallucci Quantity Surveyors Ltd shall be entitled to suspend or terminate the performance of the Services by giving 30 days written notice of their intention to do so.

4.2 If performance of the Services has been suspended or terminated:

- (a) M P Gallucci Quantity Surveyors Ltd shall be entitled to send an invoice to the Client for all outstanding fees earned by M P Gallucci Quantity Surveyors Ltd for the Services performed (whether wholly or in part) all expenses and other disbursements incurred and VAT due.
- (b) The Client shall compensate M P Gallucci Quantity Surveyors Ltd for all subsequent and consequential expenses and disbursements incurred or properly to be incurred in consequence of suspension or termination (including but not limited to the cost of engaging, redeploying or releasing staff), and VAT due.

4.3 The conditions in section 2.0 above shall survive termination of the Services or this contract howsoever arising.

#### **5.0 Assignment**

5.1 The Client may not assign or transfer all or any part of this contract without the written consent of M P Gallucci Quantity Surveyors Ltd. Other than for the purposes of 2.3 above, neither the Client nor M P Gallucci Quantity Surveyors Ltd confers or purports to confer on any third party any benefit or any right to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.

#### **6.0 Confidentiality**

6.1 M P Gallucci Quantity Surveyors Ltd will not at any time use or disclose to a third party any confidential information obtained through the provision of the Services, save for any information that subsequently comes into the public domain other than through the default of M P Gallucci Quantity Surveyors Ltd.

#### **7.0 Governing Law**

7.1 These terms and conditions and any contracts between the Client and M P Gallucci Quantity Surveyors Ltd are governed by English Law.

7.2 Any Adjudicator to be appointed in connection with a dispute arising under or in connection with a contract comprising these terms and conditions shall be appointed by the Royal Institution of Chartered Surveyors.