

## STANDARD TERMS & CONDITIONS FOR APPOINTMENTS

In this document the below words shall have the following meanings:

- **Agreement** means these Terms & Conditions together with the terms of any applicable service specification;
- **Client** means the organization or person who purchases services from Rebus Engineering Services;
- **Intellectual Property Rights** means all patents, registered and unregistered design, copyright drawings, sketches, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- **Service Specification** means a statement of work, fees assessment, quotation or other similar document describing the services to be provided by the supplier;
- **Supplier** means Rebus Engineering Services Ltd (RES).

### 1. GENERAL

- 1.1 These Terms & Conditions shall apply to all contracts for the supply of services by the supplier, to the client.
- 1.2 Before the commencement of the services the supplier shall submit to the customer a service specification or quotation which shall specify the services to be performed and the fees payable. The client shall notify the supplier immediately if the customer does not agree with the contents of the service specification. All service specifications shall be subject to these Terms & Conditions.
- 1.3 Unless otherwise stated, any quotation, service specification or similar is valid for a period of 30 days from the date shown on the document.
- 1.4 The supplier shall use all reasonable endeavours to complete the services within the estimated time frames but time shall not be of the essence in the performance of any services.
- 1.5 Rebus Engineering Services Ltd. is covered by a Public Liability up to the sum of £5,000,000 and Professional Indemnity shall not exceed £1,000,000. Insurance provider is Kingsbridge Professional Solutions.

### 2. PROJECT ACCEPTANCE AND DESIGN FEES

- 2.1 A copy of the service specification or quotation is to be signed and dated by the client to indicate acceptance and should be returned to the supplier. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept the supplier (RES) terms and conditions herein. No work on a project will commence until either document has been received by the supplier.
- 2.2 Fees for design services to be provided by the supplier will be set out in the service specification or quotation that is provided to the client

### 3. CUSTOMER OBLIGATIONS

To enable the supplier to perform its obligations under this Agreement the client shall:

- 3.1 Cooperate with the supplier;
- 3.2 Provide the supplier any information reasonably required by the supplier;
- 3.3 Obtain all necessary permission and consents that may be required before the commencement of the services.

### 4. ALTERATIONS TO THE SERVICE SPECIFICATION

- 4.1 The parties may at any time mutually agree upon and execute new service specifications. Any alterations in the scope of services to be provided under this Agreement shall be set out in the service specification, which shall reflect the changed services and fees and any other terms agreed between the parties.
- 4.2 The client may at any time request alterations to the service specification by notice in writing to the supplier. On receipt of the request for alterations the supplier shall, within 5 working days or such period as may be agreed between the parties, advise the client by notice in writing of the effect of such alterations, if any, on the fees and any other terms already agreed between the parties
- 4.3 Where the supplier give written notice to the client agreeing to perform alterations on terms different to those already agreed between the parties, the client shall, within 5 working days of receipt or such other period as may be agreed between the parties, advise the supplier by notice in writing whether he wishes or not it wishes to proceed.
- 4.4 Where the supplier give written notice to the client agreeing to perform alterations on terms different to those already agreed between the parties and the client confirms in writing that it wishes the alterations to proceed on those terms, the service specification shall be amended to reflect such alterations to proceed on those terms, the service specification shall be amended to reflect such alterations and thereafter the supplier shall perform this Agreement upon the basis of such amended terms.

### 5. PAYMENT

- 5.1 An initial deposit invoice will be sent ahead of project commencement (usually between 30/50% of project value) and further invoices will be sent at regular intervals or at work stages depending on the scope and scale of project work.
- 5.2 Payment in full is due upon completion of the contract and presentation of the associated invoice. Part payments, interim payments and deposits may be agreed prior to commencement of works or during the contract duration.

- 5.3 Payment of balance is entirely due upon submission of the package to the local Building Control.
- 5.4 Fees below £500 require the full payment in advance of services being provided.
- 5.5 Payment of invoices is strictly 7 days net.
- 5.6 Interest shall be added to all amounts remaining unpaid thereafter at the statutory interest rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts Regulations 2013.
- 5.7 Payments may be made by BACS, cash or cheque. Returned cheques will incur an additional fee of £30 per returned cheque. The supplier reserves the right to consider an account to be in default in the event of a returned cheque.
- 5.8 We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the Late Payment legislation if we are not paid according to agreed credit terms. Payments will be credited first to late payment charges and next to the unpaid balance. The Client shall be responsible for all collection or legal fees necessitated by late or default in payment.
- 5.9 The supplier reserves the right to withhold submission of design work services (as specified in the contract agreement) and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this a Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges or the costs of Changes.

## **6. CLIENT DEFAULT**

- 6.1 An account shall be considered default if it remains unpaid for 31 days from the date of invoice, or following a returned cheque. Customers whose accounts become default agree to pay the supplier reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.
- 6.2 The client shall pay the supplier interest thereon at the statutory interest rate in case of default (see note 5.4).

## **7. CHARGES FOR ADDITIONAL SERVICES AND EXPENSES**

- 7.1 For time-based work our current rates are applicable. Travel time to job sites and meetings etc. may be charged,
- 7.2 Additional site inspections, meetings, structural design calculations, Party wall dispute, CAT3 check, GAs and detailing drawings requested to Rebus Engineering Services not included in the Fee proposal would be charged on hourly rate basis.
- 7.3 Detailing Drawings and Schedules (currently charged at £400 drawing) unless otherwise agreed.
- 7.4 VAT at the rate applicable on the date of the tax invoice will be charged in addition to all the fees and expenses.

## **8. CANCELLATION**

- 8.1 Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, the supplier will need formal notification in writing to the company's postal address.
- 8.2 The client will then be invoiced for all work completed made at the time of first ordering. The balance of monies due must be paid within 14 days.
- 8.2 Any cancellation which is not formally confirmed in writing and received by the supplier (RES) within 14 days of such instruction being issued will be liable for the full quoted cost of the project.

## **9. DESIGN PROJECT DURATION**

- 9.1 Any indication given by the supplier of a design project's duration is to be considered by the customer to be estimation. The supplier will do everything possible to meet specific deadlines, providing there is clear communication, prompt payment and regular feedback from the client.
- 9.2 The supplier (RES) cannot be held responsible for any project over-running, whatever the cause.

## **10. DESIGN PROJECT COMPLETION**

- 10.1 The supplier considers the design project complete upon submittal of completed design work services as stated in the supplier service specification and agreed by customer's sign off.
- 10.2 Subsequent additional services, unless otherwise agreed, constitute a separate project and can be treated as a separate charge.

## **11. INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the supplier, and the customer shall do all that is reasonably necessary to ensure that such right best in the supplier by the execution of appropriate instruments or making of agreements by third parties.

## **12. WAIVER**

The waiver of any conditions herein at any time by the Customer shall be effective unless it is specifically agreed in writing by the Supplier (RES) and shall, constitute a waiver for the purpose of that particular transaction only and all other conditions herein shall remain in full force and effect.

**13. NO THIRD PARTIES**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise

**14. GOVERNING LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

**15. ENTIRE AGREEMENT**

This agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

**16. CONTACTING US**

Our trading address is 4 Knightsbridge House, St Lukes Square, Guildford, London, GU1 3JX.  
Our office contact number is 0203 770 9019.

**17. UPDATES TO TERMS AND CONDITIONS**

We occasionally update our terms and conditions and our terms are up to date at time of publishing.



**REGISTERED OFFICE ADDRESS: 9 Devonshire Mews, London W4 2HA**

**Company Registration No. 7738518**

**VAT Registration No. 125388506**

**ICE Membership No. 66829605**