STANDARD TERMS AND CONDITIONS

Consultancy Services

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Authorised By	Director, Saqib Engineering Ltd	**Classification**	External, for use with Clients / Suppliers
Governing Law	England and Wales	**Jurisdiction**	Courts of England and Wales

Important notice. These Standard Terms and Conditions govern the provision of engineering consultancy, design, advisory and related services by Saqib Engineering Limited (the "Consultant"). They are incorporated by reference into every quotation, proposal, fee letter and engagement. They apply to the exclusion of any terms put forward by the Client unless a separate written agreement signed by a director of the Consultant expressly states otherwise. The Client is deemed to have accepted these Terms upon the earliest of (a) signing or countersigning the Proposal, (b) issuing written instructions to proceed, (c) making any payment on account of the Services, or (d) permitting the Consultant to commence the Services. These Terms apply only where the Client is acting wholly or mainly in the course of business and not as a consumer. If the Client is a consumer, these Terms shall not apply and the Consultant's separate consumer terms shall apply instead.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following definitions apply:

"Agreement"	The contract between the Consultant and the Client for the Services, comprising the Proposal, these Terms and any documents expressly incorporated by reference in the Proposal.
"Applicable Laws"	All statutes, regulations, byelaws, codes of practice, mandatory guidance and orders of any competent authority in force in England and Wales relevant to the Services.
"Business Day"	Any day other than a Saturday, Sunday or public holiday in England and Wales.
"Client"	The person or entity identified in the Proposal as recipient of the Services.
"Client Information"	All drawings, specifications, reports, site data, survey data, calculations, instructions, decisions and other information supplied by or on behalf of the Client to the Consultant.
"Collateral Warranty"	A deed or contract under which the Consultant owes a duty of care to a party other than the Client.
"Commencement Date"	The date on which the Consultant is instructed to commence the Services or such later date as stated in the Proposal.
"Completion"	Completion of the Services in accordance with the Agreement save for minor items not materially affecting the use of any Deliverable.
"Construction Act"	The Housing Grants, Construction and Regeneration Act 1996 as amended.
"Consultant"	Saqib Engineering Limited.
"Data Protection Legislation"	The UK GDPR, the Data Protection Act 2018 and all other applicable laws relating to the processing of personal data.
"Deliverables"	The reports, drawings, calculations, specifications, models, designs and other outputs to be produced by the Consultant as part of the Services.
"Fees"	The charges payable by the Client to the Consultant for the Services.
"Force Majeure"	Any event beyond the reasonable control of the affected party which could not reasonably have been foreseen or avoided, including acts of God, war, terrorism, civil commotion, epidemic or pandemic, government action, sanctions, industrial action not involving that party's own workforce, failure of utilities or transport, fire, flood, extreme weather and cyber-attack.
"Good Industry Practice"	The skill, diligence and foresight reasonably and ordinarily expected of a skilled and experienced consulting engineer engaged in the same type of services in the same or similar circumstances.
"Intellectual Property Rights"	All patents, copyright, design rights, trademarks, database rights, know-how and other intellectual property rights, whether registered or unregistered, anywhere in the world.
"Key Personnel"	Those personnel of the Consultant identified as such in the Proposal.
"Proposal"	The Consultant's written quotation, fee proposal, letter of engagement or order acknowledgement to which these Terms are attached or referenced.
"Services"	The engineering consultancy services to be provided to the Client as described in the Proposal, as varied under clause 9.
"Site"	The location at which the Services are performed, as identified in the Proposal.
"Sub-Consultant"	Any third party engaged by the Consultant to perform part of the Services.
"Variation"	Any change to the scope, timing, Deliverables or other requirements of the Services agreed in writing under clause 9.

1.2 Headings are for convenience only. Singular includes plural. "Including" and "in particular" are illustrative. References to statutes include amendments and subordinate legislation. "Writing" includes email but not text or instant messages.

2. FORMATION AND PRECEDENCE

2.1 These Terms apply to the exclusion of any terms that the Client may seek to impose, or which might be implied by trade or course of dealing. Conflicting terms in any Client purchase order, acknowledgement or specification shall have no effect unless expressly accepted in writing by a director of the Consultant.

2.2 Any Proposal is an invitation to treat, valid for thirty (30) days from its date, and may be withdrawn or revised by the Consultant at any time before acceptance.

2.3 A binding Agreement arises on the earliest of: (a) the Consultant issuing written acceptance of the Client's instruction or countersigned Proposal; (b) the Consultant commencing the Services following the Client's instruction to proceed; or (c) any other method of acceptance expressly stated in the Proposal.

2.4 In the event of conflict, the order of precedence is: (a) any written amendment signed by both parties after the Commencement Date; (b) these Terms; (c) the Proposal; (d) any other documents expressly incorporated by reference.

2.5 Any ACE, NEC, FIDIC, RIBA or other standard form of appointment applies only if expressly named in the Proposal, agreed in writing with

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completed particulars before the Commencement Date, and signed by a director of the Consultant. Otherwise, these Terms apply in full.

2.6 These Terms apply only where the Client is acting wholly or mainly for purposes relating to its trade, business, craft or profession and not as a consumer for the purposes of the Consumer Rights Act 2015.

3. SCOPE OF SERVICES

3.1 The Consultant shall provide the Services described in the Proposal and no others. Any services outside that scope shall be a Variation under clause 9.

3.2 Unless expressly stated, the Services do not include: site supervision, construction management or project management; the role of Principal Designer, Principal Contractor or any similar statutory role under the CDM Regulations 2015; commissioning, energisation or witnessing of tests; programming, planning consents or environmental permits; quantity surveying or procurement; dealings with third-party stakeholders, DNOs, TNOs, statutory undertakers or planning authorities beyond those expressly scoped; intrusive investigation, ground investigation, surveys or laboratory testing; design of temporary works, lifting plans or method statements.

3.3 The Services are for the benefit of the Client only and for the specific project, stage and purpose identified in the Proposal. No third party may rely on the Services or Deliverables without the Consultant's written consent and, where appropriate, an executed Collateral Warranty or reliance letter for which an additional fee is payable.

3.4 The Consultant's advice and Deliverables are based on the Client Information and the brief agreed at the Commencement Date. The Consultant may rely on the Client Information without independent verification and is not liable for errors, omissions or incompleteness in it.

3.5 Where the Services rely on third-party data, reports, surveys, investigations or studies not undertaken by the Consultant, the Consultant may assume such material to be accurate and complete and is not liable for any deficiency in it.

3.6 The Consultant's role in selection, specification or design of plant, equipment or materials is advisory only. Procurement, installation, commissioning, operation and maintenance decisions rest with the Client. The Consultant is not responsible for workmanship, construction methods, site safety or contractor performance.

3.7 Where the Services relate to high voltage assets (including substations, switchgear, transformers, cable systems and generation connections), the Client acknowledges that such work carries inherent risks. The Consultant's design work is performed on the basis that the Client will engage suitably authorised, competent and insured contractors to undertake physical works, switching, outage management, commissioning and operation.

4. STANDARD OF PERFORMANCE

4.1 The Consultant shall perform the Services with the reasonable skill, care and diligence to be expected of a competent consulting engineer experienced in the design of high voltage substations, power generation, distribution and transmission, and in accordance with Good Industry Practice.

4.2 The Consultant gives no warranty, guarantee or undertaking as to fitness for purpose of the Services or any Deliverable, and no such warranty shall be implied. Any reference to suitability is limited to the purpose expressly described in the Proposal.

4.3 The Consultant shall comply with Applicable Laws. Where a change in Applicable Laws, codes or standards after the Commencement Date affects the Services, the Consultant is entitled to a Variation.

4.4 Deliverables are issued at the status marked on their face (e.g. preliminary, for comment, for approval, for construction). Preliminary or draft Deliverables are not to be relied upon for any purpose other than review and comment. The Client shall not copy, issue or use a Deliverable beyond its marked status.

4.5 Unless expressly agreed in writing as part of the Services, the Consultant has no duty to update any advice or Deliverable after the date of issue to reflect subsequent events, changes in Applicable Laws, standards, site conditions or other circumstances.

4.6 The Client shall not rely on any oral advice, discussion, comment, site observation or informal communication unless and until it is confirmed in writing by the Consultant as part of a Deliverable or other written instruction issued under the Agreement.

5. CLIENT'S OBLIGATIONS

5.1 The Client shall, at no cost to the Consultant and in a timely manner: provide complete, accurate and up-to-date Client Information; obtain and maintain all required consents, permits and approvals; provide safe and appropriate access to any Site, premises, data, systems or personnel; appoint a single authorised representative with power to bind the Client; make timely decisions and approvals; notify the Consultant of all known or suspected hazards, risks, contamination, asbestos or live services; comply with the CDM Regulations 2015, the Electricity at Work Regulations 1989 and all applicable HSE legislation; engage competent and insured contractors for any physical works; and co-operate in good faith with the Consultant and other parties on the project.

5.2 The Client warrants that it has authority to engage the Consultant. On request, the Client shall promptly provide such reasonable information as the Consultant may require to assess the Client's ability to meet its payment obligations under the Agreement.

5.3 Where the Client fails to perform any obligation under this clause 5 and such failure causes additional cost, delay or disruption, the Consultant is entitled to a fair and reasonable adjustment to the Fees and programmed dates.

6. PERSONNEL AND SUB-CONSULTANTS

6.1 The Consultant shall perform the Services using suitably qualified personnel. Where Key Personnel are identified in the Proposal, the Consultant shall use reasonable endeavours to retain them but may substitute persons of equivalent competence following consultation with the Client.

6.2 The Consultant may engage Sub-Consultants without the Client's consent and shall remain responsible for their performance.

6.3 The Client shall not, during the Services and for twelve (12) months after Completion or earlier termination, directly solicit for employment or engagement any employee or individual consultant of the Consultant who has had material involvement in the Services, other than by means of a general recruitment advertisement not specifically targeted at that person. If the Client breaches this clause and the relevant person is engaged by the Client or on its behalf within six (6) months of the breach, the Client shall pay the Consultant a recruitment fee equal to thirty percent (30%) of that person's gross annual basic salary or, if not salaried, thirty percent (30%) of the annualised fees payable to that person, plus any reasonable external recruitment costs actually incurred. The parties agree that this fee is reasonable and proportionate to protect the Consultant's legitimate interest in the stability of its workforce and recovery of recruitment and training costs.

7. PROGRAMME AND TIME

7.1 Programmes and dates in the Proposal are estimates given in good faith and are not of the essence. The Consultant shall use reasonable endeavours to meet them, subject to the Client's performance and matters outside the Consultant's control.

7.2 The Consultant is entitled to an extension and a fair adjustment to the Fees if performance is delayed or disrupted by any cause not attributable to it, including any Client breach, late or changed Client information or decisions, Force Majeure, any third-party act or omission, industrial action, adverse site conditions or a change in Applicable Laws.

7.3 On Completion the Consultant shall notify the Client in writing. The Client shall within ten (10) Business Days confirm Completion or identify outstanding items; failing such notice, Completion is deemed to have occurred.

8. FEES AND PAYMENT

8.1 The Client shall pay the Fees in accordance with the Proposal and this clause 8.

8.2 Unless stated otherwise, the Fees are: (a) exclusive of VAT and other applicable taxes; (b) exclusive of disbursements, travel, subsistence, accommodation, printing, specialist software and third-party charges, reimbursed at cost plus a handling fee of ten percent (10%); and (c) fixed for six (6) months from the Proposal, after which the Consultant may review them for inflation (by reference to the Consumer Prices Index), input costs or statutory charges.

8.3 The Consultant may invoice monthly in arrears, on agreed stages, or otherwise as stated. Lump-sum Fees may be invoiced on interim fair valuations of work performed.

8.4 Each invoice shall, where the Construction Act applies and to the extent permitted by it, constitute the Consultant's payment notice and application for payment for the relevant payment cycle. The due date for payment is the date of invoice. The final date for payment is thirty (30) days after the due date. If any part of clauses 8.4 to 8.7 is ineffective or non-compliant for the purposes of the Construction Act, the relevant provisions of the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended shall apply only to the minimum extent necessary.

8.5 Save to the extent prohibited by law or expressly permitted by the Agreement, all sums due shall be paid in full without set-off, counterclaim, deduction or withholding. Where the Construction Act applies, if the Client intends to pay less than the notified sum it shall serve a valid pay less notice in writing not later than seven (7) days before the final date for payment, stating the sum the Client considers due and the basis on which that sum is calculated. Subject to any adjudicator's decision or final determination, and except for manifest error, the amount stated in the latest valid payment notice or pay less notice shall be payable by the final date for payment.

8.6 If any sum is not paid by the final date for payment, the Consultant may, without limiting any other right or remedy: (a) charge statutory interest and claim fixed-sum compensation and any reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998; and (b) where the Construction Act applies, suspend performance on not less than seven (7) days' written notice under section 112 of that Act, with entitlement to an extension of time and payment of the reasonable costs and expenses of suspension, demobilisation and remobilisation.

8.7 Any genuine dispute as to an invoice shall be notified in writing as soon as reasonably practicable and, in any event, within fourteen (14) days of the invoice date, with reasonable particulars. The undisputed amount shall remain payable by the final date for payment. Failure to notify a dispute within that period does not extinguish any right to adjudicate or challenge the invoice on grounds of manifest error, fraud or an adjudicator's decision, but shall be taken into account when determining what amount was due at the relevant payment date.

8.8 The Consultant may, as a condition of commencing or continuing the Services, require evidence of the Client's financial standing and/or a sum on account. Until all sums properly due are paid, the Consultant may withhold issue of further Deliverables and suspend any licence under clause 11.2. Any contractual lien over hard-copy Deliverables or other tangible materials in the Consultant's possession is limited to the extent permitted by law.

9. VARIATIONS

9.1 Either party may propose a Variation by written notice. A Variation is only effective once agreed in writing by both parties, including as to Fees and programme.

9.2 The following shall give rise to a Variation: any change to the brief, requirements or Deliverables; any change in Applicable Laws, codes or standards after the Commencement Date; any delay, suspension or re-sequencing not attributable to the Consultant; any re-performance caused by errors in the Client Information or late/changed Client decisions; additional attendance at meetings, site visits or workshops beyond those allowed; any request to issue a Deliverable at a higher status or in a different format; any request to adopt software or protocols not identified in the Proposal.

9.3 The Consultant may decline any proposed Variation reasonably considered outside its competence, unsafe, unlawful, detrimental to its insurance or inconsistent with its professional obligations.

9.4 Where the Client requests a Variation proposal, the Consultant may charge its reasonable costs of preparation whether or not the Variation proceeds.

9.5 Work instructed orally and performed is a Variation charged at the Consultant's then-current standard rates unless proven to be clearly within the Proposal scope.

10. SITE VISITS AND HSE

10.1 Where site visits are required, the Consultant's personnel shall attend only at times agreed with the Client and shall be provided with a safe working environment.

10.2 The Client shall ensure that before any attendance the Consultant's personnel are informed of all known hazards, site rules, permit arrangements and emergency procedures, and are provided with any site-specific induction required.

10.3 The Consultant's personnel are not authorised to undertake switching, isolation, testing, energisation or any operational activity on any HV or LV system, and shall attend only for observation, survey or meeting purposes unless expressly agreed otherwise in writing.

10.4 If the Site or associated premises is in the Consultant's reasonable opinion unsafe, the Consultant may withdraw without liability and is entitled to a Variation.

11. INTELLECTUAL PROPERTY

11.1 All Intellectual Property Rights in the Deliverables, and in all drawings, calculations, models, reports, specifications, software, methodologies, know-how and other materials created, developed or used by the Consultant in connection with the Services, remain the property of the Consultant.

11.2 Subject to payment in full of all sums properly due under the Agreement, the Consultant grants the Client a non-exclusive, non-transferable, revocable licence to copy and use the Deliverables solely for the purpose for which they were prepared and in connection with the specific project identified in the Proposal only (the "Permitted Purpose"). Where reasonably necessary for the Permitted Purpose, the Client may disclose the Deliverables to its professional advisers, contractors, insurers, funders and statutory authorities involved in the project, provided that no such recipient may rely on the Deliverables for any other purpose and the Client shall procure compliance with the restrictions in this clause 11. The licence does not extend to use on any other project or to any amendment of the Deliverables unless the amendment is made or approved in writing by the Consultant.

11.3 Where any Fees remain unpaid beyond the final date for payment, the licence is suspended and the Client has no right to use, copy, disclose or rely on any Deliverable until paid in full.

11.4 The Consultant has no liability for any use of the Deliverables (a) for any purpose other than the Permitted Purpose; (b) on any project other than that identified in the Proposal; (c) after any modification not made or approved in writing by the Consultant; (d) by any third party without the Consultant's consent; or (e) beyond the status marked on the Deliverable.

11.5 Nothing transfers the Consultant's background intellectual property, standard details, calculation templates, in-house tools, macros, design libraries or analytical models, which remain the Consultant's exclusive property.

11.6 The Client warrants that the Client Information does not infringe any third-party rights and indemnifies the Consultant against any such infringement claim.

11.7 The Consultant's liability for any IP infringement by the Deliverables is limited under clause 15 and does not extend to (a) use outside the Permitted Purpose; (b) modification by or on behalf of the Client; (c) combination with other material not supplied by the Consultant; or (d) compliance with the Client's express instructions.

12. ELECTRONIC DATA, BIM AND DOCUMENT CONTROL

12.1 Where Deliverables are issued in electronic form, the printed or signed PDF version is the definitive version. The Client shall not rely on any native or editable file in isolation.

12.2 Native and editable files (CAD, BIM, calculations, spreadsheets) are issued for convenience only. The Consultant makes no warranty as to software compatibility and is not responsible for corruption, loss or alteration of data in transmission or storage.

12.3 Where the Services involve a building information model or common data environment, the applicable information management protocols, level of information need, file formats and exchange requirements shall be agreed in writing before any model is issued; absent such agreement, the Consultant's standard approach applies.

12.4 The Consultant shall retain project records for six (6) years from the last issue of a Deliverable, after which it may destroy or dispose of them without notice.

13. CONFIDENTIALITY

13.1 Each party shall keep in strict confidence all information of a confidential nature disclosed by the other and shall not use or disclose it except as necessary to perform the Agreement.

13.2 This obligation does not apply to information which (a) is or becomes public other than through breach; (b) was lawfully held before disclosure; (c) is lawfully received from a third party free of confidentiality; (d) is independently developed; or (e) is required to be disclosed by law or regulator, provided prior notice is given where permitted.

13.3 Each party may disclose to its employees, advisors, insurers and Sub-Consultants on a need-to-know basis, provided each is bound by equivalent obligations.

13.4 This clause survives termination for five (5) years.

14. DATA PROTECTION

14.1 Each party shall comply with the Data Protection Legislation.

14.2 In the ordinary course each party acts as an independent controller in respect of any personal data it processes for its own purposes in connection with the Agreement. If, and to the extent that, the Consultant processes personal data on behalf of the Client as processor, the parties shall before such processing begins enter into a data processing agreement that complies with Article 28 of the UK GDPR, and the Client shall provide documented instructions for that processing. Any additional work or cost arising from such processor role, data subject requests, audits, security questionnaires or international transfer requirements shall constitute a Variation.

14.3 Each party shall implement appropriate technical and organisational measures. Where the Consultant acts as processor, it shall notify the Client without undue delay after becoming aware of a personal data breach affecting personal data processed on the Client's behalf. Where either party acts as controller, it shall comply with its own statutory breach notification obligations, including any obligation to notify the Information Commissioner and/or affected data subjects.

15. LIMITATION OF LIABILITY

15.1 This clause 15 sets out the Consultant's entire financial liability to the Client for any breach, any use of the Services or Deliverables, and any representation, tort (including negligence), breach of statutory duty, restitution or otherwise.

15.2 Nothing limits or excludes the Consultant's liability for (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be limited.

15.3 Subject to clause 15.2, the Consultant's total aggregate liability under or in connection with the Agreement, whether in contract, tort (including negligence), for breach of statutory duty, under any indemnity, for misrepresentation or otherwise, shall not exceed the greater of: (a) the Fees paid by the Client under the Agreement in the twelve (12) months preceding the event giving rise to the claim; and (b) £250,000. For the avoidance of doubt, this cap applies irrespective of the availability, validity or recoverability of any insurance.

15.4 Subject to clause 15.2, the Consultant has no liability for: (a) loss of profit, revenue, business, contracts, opportunity or savings; (b) loss of goodwill or reputation; (c) loss of or corruption of data; (d) loss of use; (e) wasted management or staff time; (f) liquidated, consequential, indirect or special loss; (g) fines, penalties or punitive damages; (h) cost of replacement power, outage costs or lost generation revenue; or (i) loss arising from third-party claims in excess of the cap in clause 15.3.

15.5 Where the loss or damage suffered by the Client is caused by the Consultant and by one or more other persons, the Consultant's liability shall be limited to the proportion of such loss and damage that it is just and equitable for the Consultant to pay having regard to the extent of the Consultant's responsibility for it, on the assumptions that: (a) each such other person has provided to the Client contractual undertakings on terms no less onerous than those applying to the Consultant in respect of the work for which that person is responsible; and (b) each such other person has paid to the Client such proportion of the loss and damage as it is just and equitable for that person to pay.

15.6 Clause 15.5 shall apply whether or not any other person is insolvent, no longer exists, has ceased to trade, fails to maintain insurance, limits its liability or is otherwise unable to pay.

15.7 All claims arising out of the same act, omission or series of related acts or omissions are treated as a single claim and subject to a single application of the cap.

15.8 No action or proceedings arising out of or in connection with the Agreement, whether in contract, tort or otherwise, may be commenced against the Consultant after the expiry of six (6) years from Completion of the Services or earlier termination of the Services, save that where the Agreement is executed as a deed the longstop period shall be twelve (12) years from Completion or earlier termination. This clause does not apply in the case of fraud or deliberate concealment.

15.9 The Client shall not bring any claim in connection with the Agreement against any individual employee, director, officer, shareholder or agent of the Consultant in respect of the Services or Deliverables.

15.10 The parties acknowledge that the limitations in this clause 15 are reasonable having regard to the nature of the Services, the Fees, the PI insurance maintained, and the Client's own insurance and remedies against other parties. The Fees reflect this risk allocation and would be materially higher if this clause did not apply.

15.11 The aggregate liability of the Consultant under the Agreement together with all Collateral Warranties, reliance letters and third-party rights notices relating to the same project shall not exceed the cap stated in clause 15.3 in aggregate.

16. INSURANCE

16.1 The Consultant shall maintain with reputable UK-authorised insurers, subject to availability on commercially reasonable terms: (a) PI insurance of not less than £2,000,000 in the aggregate per period of insurance, maintained for six (6) years after Completion (twelve (12) years if executed as a deed); (b) public liability of not less than £5,000,000 per occurrence; and (c) employer's liability to statutory requirements.

16.2 On request the Consultant shall provide a broker's letter or certificate. Full policy documents, premium particulars or claims history need not be disclosed.

16.3 If PI insurance ceases to be available on commercially reasonable terms, the Consultant shall notify the Client and the parties shall discuss in good faith an alternative allocation of risk. Insurance is not commercially reasonable where the annual premium exceeds three percent (3%) of the Fees.

16.4 The Consultant is not required to maintain project-specific or contract works insurance except where expressly agreed in writing for an additional fee.

17. CLIENT'S INDEMNITIES

17.1 The Client shall indemnify the Consultant against losses, damages, liabilities, costs and expenses, including reasonable legal costs, to the extent arising from: (a) any material breach by the Client of clause 5; (b) any inaccuracy, error or omission in Client Information; (c) any use of Deliverables otherwise than in accordance with clause 11; (d) any claim arising from the Consultant's compliance with a Client instruction that the Consultant has advised in writing against; (e) any allegation that Client Information or a Client instruction infringes a third party's Intellectual Property Rights; (f) the Client's failure to obtain necessary consents, permits or approvals; or (g) reliance on any Deliverable by a person without the Consultant's written consent or an executed Collateral Warranty or reliance letter, except to the extent that such loss, damage or liability is caused by the Consultant's negligence, wilful default or breach of the Agreement.

18. COLLATERAL WARRANTIES AND THIRD-PARTY RIGHTS

18.1 Except as provided in clause 18.4, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

18.2 The Consultant is not required to enter into any Collateral Warranty, third-party rights notice, reliance letter, parent company guarantee, performance bond, retention bond or similar instrument, except on terms expressly agreed in writing and for an additional fee.

18.3 Where Collateral Warranties are agreed, they shall (a) be on the Consultant's standard form; (b) contain net contribution wording consistent with clause 15.5; (c) replicate the liability cap and limitation period in this Agreement; (d) be capable of assignment only twice without further consent; and (e) be executed as a deed only where this Agreement is executed as a deed.

18.4 Each employee, director, officer, shareholder and agent of the Consultant may in their own right enforce clause 15.9 under the Contracts (Rights of Third Parties) Act 1999.

19. SUSPENSION

19.1 The Consultant may suspend performance on seven (7) days' written notice if: the Client fails to pay when due; the Client is in material breach not remedied within fourteen (14) days of notice; Force Majeure prevents performance; the Client fails to provide access, information or approvals; an HSE issue requires suspension; or a competent authority requires suspension.

19.2 During suspension the Consultant is entitled to a fair adjustment to Fees and programme and to recover the costs of suspension, demobilisation and remobilisation.

19.3 If suspension continues for more than ninety (90) consecutive days, the Consultant may terminate on fourteen (14) days' notice.

20. TERMINATION

20.1 Either party may terminate immediately by written notice if the other: commits a material breach not remedied within thirty (30) days of notice; commits an irremediable breach; becomes insolvent, enters administration, liquidation (other than for solvent reconstruction), receivership, a CVA or a composition with creditors, or is unable to pay its debts; ceases or threatens to cease business; or undergoes a materially adverse change of control.

20.2 The Consultant may additionally terminate immediately if: any sum remains unpaid for more than thirty (30) days after its final date for payment; a suspension under clause 19 continues for more than ninety (90) days; the Client purports to cancel; or the Client requires the Consultant to act in a manner that is unsafe, unlawful or contrary to its professional obligations.

20.3 The Client may terminate for convenience on not less than thirty (30) days' written notice. In that event the Client shall pay: (a) all Fees and disbursements due for Services performed up to the termination date; (b) all costs and commitments reasonably and properly incurred in connection with the Services and not reasonably avoidable; (c) demobilisation costs; and (d) a termination charge equal to fifteen percent (15%) of the Fees for the unperformed balance of the Services, which the parties agree is a reasonable charge forming part of the agreed pricing and risk allocation for a termination for convenience and not a penalty.

20.4 If, after accepting the Proposal but before the Commencement Date, the Client elects not to proceed with the Services, the Client shall pay the following cancellation charge: (a) if notice is given within fourteen (14) days after acceptance, the Consultant's reasonable costs incurred only; (b) if notice is given between day 15 and day 28 after acceptance, ten percent (10%) of the Fees plus any non-cancellable costs; (c) if notice is given between day 29 and day 56 after acceptance, twenty-five percent (25%) of the Fees plus any non-cancellable costs; and (d) if notice is given after day 56 after acceptance, thirty-five percent (35%) of the Fees plus any non-cancellable costs.

20.5 The charges in clause 20.4 are agreed as part of the commercial pricing of the Consultant's reservation of resources and lost opportunity costs on cancellation before commencement, and not as a penalty.

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20.6 Termination shall not affect accrued rights or any provision expressly or by implication intended to continue.

20.7 On termination the Client shall pay all outstanding invoices. Subject to payment, the Consultant shall deliver up completed Deliverables, subject to clause 11.

21. FORCE MAJEURE

21.1 Neither party is in breach, nor liable for any failure or delay (other than payment), arising from Force Majeure. The affected party shall promptly notify the other, mitigate and resume performance as soon as practicable.

21.2 If Force Majeure continues for more than ninety (90) consecutive days, either party may terminate on fourteen (14) days' notice. Clause 20.6 applies.

21.3 Where Force Majeure affects the Consultant, the Consultant is entitled to a fair adjustment to Fees and programme and to recover costs of protecting the project during the event.

22. ANTI-BRIBERY, MODERN SLAVERY AND TAX EVASION

22.1 Each party shall comply with the Bribery Act 2010 and not engage in any activity which would be an offence under sections 1, 2 or 6 of that Act.

22.2 Each party warrants compliance with the Modern Slavery Act 2015 and takes reasonable steps to ensure no slavery or trafficking in its business or supply chains.

22.3 Each party shall comply with the Criminal Finances Act 2017 and shall not engage in any UK or foreign tax evasion facilitation offence.

22.4 Breach of this clause 22 is a material breach not capable of remedy for the purposes of clause 20.1.

23. CONFLICTS OF INTEREST

23.1 The Client acknowledges that the Consultant acts for a variety of clients in the HV, power and utilities sectors, and that the Consultant is not prevented from acting for other clients whose interests may be adverse to the Client, provided the Consultant takes reasonable steps to protect the Client's confidential information.

23.2 The Consultant shall notify the Client of any actual or potential conflict that materially affects its ability to perform. The parties shall discuss in good faith measures to manage the conflict.

24. PUBLICITY

24.1 Subject to clauses 13 and 24.2, and provided the Client has paid all sums properly due, the Consultant may identify the Client and project in capability statements, tender submissions, award submissions and other marketing materials and may describe the Services in general terms. The Consultant shall not publish confidential information, security-sensitive information, or any drawing, rendering or photograph of the project that is not already lawfully in the public domain without the Client's prior written consent, such consent not to be unreasonably withheld or delayed.

24.2 Where a project is genuinely commercially or security sensitive, the Client may, by written notice before the Commencement Date, require anonymised references. The Consultant may still refer to the work generically (e.g. "an HV substation project for a UK distribution network operator") without identifying the Client or Site.

24.3 Rights under this clause 24 survive termination in perpetuity.

25. ASSIGNMENT AND NOVATION

25.1 The Client shall not, without the Consultant's prior written consent, assign, transfer, novate, sub-contract, charge or deal with any rights or obligations under the Agreement.

25.2 The Consultant may (a) sub-contract under clause 6.2; (b) assign the benefit of the Agreement (including the right to receive payment) without consent; and (c) novate the Agreement to any member of its group or to a successor in title to all or substantially all of its business.

26. NOTICES

26.1 Any notice shall be in writing and delivered by hand, sent by pre-paid first-class post or recorded delivery, or sent by email to the address of the recipient in the Proposal (or as notified in writing).

26.2 Notices are deemed received: (a) if delivered by hand, at delivery; (b) if posted, at 9.00 am on the second Business Day after posting; (c) if emailed, at transmission, provided no delivery failure is received, and subject to any notice sent after 5.00 pm on a Business Day or on a non-Business Day being deemed received at 9.00 am on the next Business Day.

26.3 This clause does not apply to the service of proceedings.

27. DISPUTE RESOLUTION

27.1 The parties shall attempt to resolve disputes by good faith negotiation between senior representatives within twenty (20) Business Days of written notice.

27.2 Failing resolution, the parties shall consider in good faith mediation under the CEDR Model Mediation Procedure.

27.3 To the extent the Agreement is a construction contract under the Construction Act, either party may refer any dispute to adjudication at any time under the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended; the adjudicator's decision is binding until finally determined by legal proceedings or agreement.

27.4 Nothing prevents either party from applying to a court for interim or injunctive relief or to prevent limitation periods expiring.

27.5 The parties shall continue to perform their obligations during any dispute process.

28. GENERAL

28.1 The Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions, correspondence, negotiations and understandings. Each party acknowledges that, in entering into the Agreement, it has not relied on any representation, warranty, collateral assurance or other statement not expressly set out in the Agreement, provided that nothing in the Agreement limits or excludes any liability for fraud or fraudulent misrepresentation.

28.2 No variation is effective unless in writing and signed by an authorised representative of each party.

28.3 No failure or delay in exercising any right is a waiver. No single or partial exercise prevents any further exercise.

28.4 If any provision is invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary, or deemed deleted, without affecting the remainder.

28.5 Nothing establishes any partnership, joint venture or agency between the parties.

28.6 Rights and remedies under the Agreement are in addition to, and not exclusive of, any rights or remedies at law.

28.7 The Consultant may update these Terms from time to time; updated Terms apply to Proposals issued on or after the update date and do not alter existing Agreements.

29. GOVERNING LAW AND JURISDICTION

29.1 The Agreement, and any dispute or claim (including non-contractual) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

29.2 Subject to clause 27, the courts of England and Wales have exclusive jurisdiction.

END OF TERMS AND CONDITIONS

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