

Terms and Conditions for Consultancy Projects

The terms and conditions stated here apply between Method Safety Security Ltd (=Method) and any of its subsidiary companies and the organisation to which the associated quotation is addressed (Client). These terms and conditions are based on the model agreement provided by the IET for Consultancy Services by Engineering Consultants (Model form MF/4 2003/1).

The Client shall pay =Method such sums or such rates, as are set out in the associated quotation (the Consultancy Charge).

In exchange for the Consultancy Charges, =Method undertakes to provide the Consultancy Services, which are set out in the associated quotation.

Nothing in these terms and conditions will create any relationship of employer/employee and =Method is not the servant or agent of the Client.

1. Definitions
 - 1.1. "Contract" shall mean the associated quotation and these terms and conditions between the Client and =Method for the provision of the Consultancy Services.
 - 1.2. "Consultancy Charges" shall mean the charges specified in the Quotation together with any additions thereto or deductions therefrom agreed in writing.
 - 1.3. "Consultancy Services" shall mean the services set out in the associated Quotation.
2. Mistakes in Information
 - 2.1. If additional costs or delays are directly occasioned by and discrepancies, errors or omissions in the information and the and decisions supplied by the client, the Client shall pay any such additional costs to =Method and shall allow an extension of any time specified in the quotation to complete the Consultancy Services
3. Premises and Facilities
 - 3.1. The Client shall arrange for or grant =Method access to all reasonable times to premises as may be necessary for the provision of the Consultancy Services.
4. Variations
 - 4.1. If the Client requires any reasonable alteration, addition or omission to the Consultancy Services (hereinafter referred to as the "Variation") =Method shall identify the impact of the Variation on the Consultancy Services and the Consultancy Charges in writing with a reasonable period of receipt of the Client's written request. The Contract shall remain unchanged unless and until the parties agree any Variation in writing.
5. =Method s Obligations
 - 5.1. =Method shall exercise all reasonable skill, care and diligence in the performance of the Consultancy and agreed Variations.
6. Assignment and Subcontracting
 - 6.1. Neither party shall assign any of its rights or obligations under the Contract without the prior written consent of the other party, which shall not be reasonably withheld.
 - 6.2. =Method may subcontract any part of the Consultancy Services at =Method's discretion, within the constraints of the competency requirements defined in the project Safety Plan.
7. Indemnity and Insurance
 - 7.1. Save in respect of personal injury, the liability of =Method shall be limited to a maximum equivalent to the Consultancy Charge detailed in the associated quotation.
 - 7.2. =Method shall maintain public liability insurance cover of not less than £5,000,000 and when so required by the Client shall provide evidence of that cover.
8. Charges and Terms of Payment
 - 8.1. The Consultancy Charges shall be paid within 30 days of the date of invoice.
 - 8.2. Invoicing will normally take place at the end of each calendar month or when the final project report is submitted, whichever is the earlier.

- 8.3. Expenses will be charged at either an agreed rate (as per the Quotation) or at cost + 10%. On request, expense reports can be provided to the Client.
- 8.4. Payment can be via electronic transfer. Payment by credit card will incur a +2% charge to cover the CC providers management fee.
9. Extension of Time and Additional Cost
- 9.1. If =Method is delayed or impeded in the performance of their obligations by any act or omission of the Client, it's servants or agents, =Method shall be entitled to be paid any additional costs thereby incurred by them with an allowance for profit where specified and, where appropriate, be allowed an extension of any time specified in the Quotation in which to complete any outstanding Consultancy Services.
10. Insolvency
- 10.1. If either party should become insolvent or bankrupt, or have a receiving order or administration order made against it or compound with its creditors or, being a corporation, commence to be wound up (not being a members' voluntary winding up for the purpose of reconstruction or amalgamation) or carry on its business under an administration or administrative receiver for the benefit of its creditors or any of them, the other shall be at liberty to either
- 10.1.1. Terminate the contract forthwith by notice in writing to the other or to the administrative receiver or administrator or liquidator or to any person in whom the Contract may become vested, or
- 10.1.2. Give such administrative receiver, administrator, liquidator or other person the option of carrying out the Contract subject to their providing of a guarantee for the due and faithful performance of the Contract up to an amount to be agreed.
11. Termination
- 11.1. If either party is in breach of its obligations under the Contract and fails to remedy the breach within 14 days (or such longer reasonable period as may be specified) of receiving a written notice to remedy the breach, then the Contract can be terminated forthwith by the party not in default without prejudice to the accrued rights of the parties.
12. Confidentiality
- 12.1. =Method and the Client shall keep confidential all information of the other party, provided such information is clearly identified as confidential or should reasonably be known to be confidential, obtained under or in connection with the Contract and shall not divulge the same to any third party without the written consent of the other party. The provisions of this clause shall not apply to any information in the public domain otherwise than by breach of the Contract, or information obtained from a third party who is free to divulge the same.
- 12.2. =Method and the Client shall divulge confidential information only to those employees and sub-contractors who are directly involved in the Contract or have use of equipment and/or software used in conjunction with the Contract and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.
- 12.3. =Method may refer to the Contract or the fact that the Client is their customer.
13. Force Majeure
- 13.1. If =Method is delayed in the performance of the Consultancy Services by circumstances beyond their reasonable control, =Method shall give immediate written notice of that fact to the Client and shall be entitled to an extension of any time specified in the Quotation for the completion of the Consultancy Services. If the Consulting Services are so delayed by more than 45 days after the date of the notice, or such other period as the parties may agree, either party may terminate the Contract by giving written notice to the other party. In the event of such termination, =Method shall be entitled to that part of the Consultancy Charges applicable to the Consultancy Services provided prior to the receipt of the written notice of termination, including the costs that are reasonably incurred in expectation of the Consultancy Services continuing and any additional costs reasonably incurred in terminating the services.
14. Intellectual Property Rights
- 14.1. Unless otherwise agreed in writing, all intellectual property rights arising out of this Contract shall vest in =Method. The Client shall have a worldwide, non-exclusive, non-transferable, royalty-free licence to use, and have used, the intellectual property for any purpose.
15. Records
- 15.1. =Method shall maintain records of all Consultancy Services provided under the Contract for a period of 2 years from the completion of the Contract. =Method shall provide copies of such records to the Client as may be reasonably required on request and the Client shall reimburse Method with the reasonable costs incurred in preparing and supplying the copies.

16. Arbitration

16.1. Any dispute or difference which may arise between the Client and =Method arising out of or in connection with this Contract which cannot be settled amicably shall be referred to a single arbitrator to be agreed between the Client and =Method, or, failing such agreement within fourteen days, to be nominated by the President for the time being of the IET.

16.2. The Contract and the procedure of any arbitration under Clause 16 (Arbitration) above shall be governed by English law.

