



## Standard Terms of Business

### Definitions

- “**DV Howells**” D.V. Howells Limited, a company incorporated and registered in England and Wales with company number 5723743 and whose registered office is at 35 Cosway Street, London, NW1 5BT.
- “**Client**” the person with whom DV Howells is contracting to undertake the Work.
- “**Engagement**” each and every contract made from time to time between the Client and DV Howells to undertake any Work arising out of an acceptance by DV Howells of a Scope;
- “**Report**” any findings, presentation of data, forecasts, statements of opinion, recommendations or reports relating to or arising out of the Work undertaken by DV Howells.
- “**Scope**” the express unambiguous instructions given by the Client to DV Howells in connection with the Work, setting out the exact nature and extent of the Work to be undertaken by DV Howells, as accepted by DV Howells, and as may be modified or varied from time to time with the express agreement of the Client and DV Howells.
- “**Site**” the location at which the Work is to be undertaken as is specified by the Client to DV Howells orally and/or in writing prior to the commencement of the Work.
- “**Work**” in relation to each Engagement, the actual services to be undertaken by DV Howells, its employees, agents or sub-contractors, in accordance with the Scope and the phrase “Work” shall include the preparation by DV Howells of any Report in relation thereto.

### 1. **DV Howells’ Standard of Care**

DV Howells will, subject to these Terms, use its reasonable endeavours to undertake the Work for the Client with the skill, care and diligence to be expected from a person of comparable size as DV Howells in undertaking substantially similar services under substantially similar conditions.

### 2. **The Work**

The Client and DV Howells acknowledge and agree that the exact nature and extent of the services being undertaken by DV Howells in the performance of the Work will at all times be determined by the Client and that DV Howells in performing the Work will at all times be acting in accordance with the Client’s determination, save that where the safety of any person (including any of DV Howells’ employee, agents or sub-contractors) may be at risk, DV Howells may decline to carry out any instructions issued by the Client.

### 3. **Provision of Access and Information**

The Client shall provide access to the Site at such times as may reasonably be required by DV Howells for its employees, agents or sub-contractors to undertake the Work.

The Client shall make full disclosure of all information in its possession relating to the Site including, but without limitation, any rules relating to access to or use of the Site. In addition, the Client shall notify DV Howells of any known or possible hazards existing at the Site including, but without limitation, hazardous materials, difficulties with access and underground utilities.

DV Howells shall be entitled to rely on the accuracy of any drawings, data, information and statements made by the Client, its employees, agents, sub-contractors and/or by any third parties whether in respect of the Site or the subject matter of the Work. DV Howells shall have no liability to the Client in connection with the performance of any Work or with the contents of any Report, which are based on drawings, data, information or statements which prove to be inaccurate or misleading.

### 4. **Changed Conditions**

Should any event or circumstance, beyond the reasonable control of DV Howells, materially affect the ability of DV Howells to undertake the Work in the manner required by the Scope or in the time required for satisfactory completion of the Work contained within the Scope (such events or circumstances to include, without limitation, restrictions as to Site access, changed requirements of the Client, delay by the Client in providing information or data to DV Howells, requirements of public authorities or other third parties with relevant jurisdiction, changes in the law, civil disturbance or unrest, or changes in physical or meteorological conditions), then the Client agrees that the remuneration of DV Howells and the time-scale for performance of the Work, shall be adjusted to such extent as is fair and reasonable to take into account such events or circumstances.

Should any events or circumstances of the kind referred to above occur such that DV Howells, acting reasonably, is unable to complete the Work in accordance with the Scope or which is likely to result in a delay of more than 1 month to in the projected timetable, then DV Howells shall be entitled to terminate any Engagement and the provisions of paragraphs 10 (Termination), and 11 (Payment on Termination), shall apply accordingly.

### 5. **Samples and Hazardous Substances**

Any samples, hazardous materials or other substances occurring on the Site and removed by DV Howells, in the performance of the Work, shall at all times remain the property of the Client and shall be held by DV Howells as agent for the Client. DV Howells will make all reasonable efforts to assist the Client to ensure that such samples, hazardous materials or other substances are safely handled, transported and disposed of but in the handling, transportation and disposal of the same will remain the Client’s sole responsibility and the Client will bear all and any costs associated in connection with the same.

### 6. **Documents and Reports**

All documents made available by the Client under these Terms shall remain the property of the Client and shall be returned to the Client after use or on completion of the Work or on termination of any Engagement. DV Howells shall have the right to retain a copy of any such documents its files. All other documents and records (including copies of any Report) generated by DV Howells, its employees, agents or sub-contractors shall be the sole property of DV Howells.

Property in any Report will remain with DV Howells until all invoices are paid in full by the Client. Reports shall be used only by the Client for the purpose set out in such Reports and shall not be relied on or used for any other purpose whatsoever by the Client or by any other third party without the prior written consent of DV Howells.

Copyright in the Report and any intellectual property rights arising from the Work shall at all times belong to DV Howells unless there is a specific written acknowledgment by DV Howells to the Client to the contrary.



## 7. Terms of Payment

Invoices will be rendered by DV Howells monthly in arrears (unless other payment terms are agreed in DV Howells' written acceptance of the Scope). Invoices shall be paid (without deduction or set-off) by the Client within 28 days of the date of submission of the invoice to the Client. Any sums remaining unpaid at the expiry of such 28 day period will bear interest (both before as well as after any judgement or final determination of any dispute in connection with any such invoice) at the rate of 2% (two per cent.) above the base rate of The Royal Bank of Scotland plc from time to time, from the date the invoice is rendered until the date such invoice is paid in full. DV Howells reserves the right to suspend the performance of any Work if any invoice is not paid in full within 60 days of the date of submission of such invoice to the Client.

Where any expense, which are to be reimbursed by the Client, is paid by DV Howells in a currency other than Sterling, DV Howells shall be reimbursed in Sterling to the value calculated at the official purchase rate of exchange prevailing at the date when the expense was incurred.

The cost of the Work and expenses incurred will bear any applicable value added tax charge or the like at the rate then current as at the date of invoice. Clients located outside the UK shall remit all payments free of any taxes, levies or claims or duties arising outside the UK and shall pay in full any such taxes, levies, claims or duties which may be due.

Unless otherwise stated in DV Howells's written acceptance of the Scope, a 10% (ten per cent.) charge will be made on all disbursements paid by DV Howells in connection with the Work in order to cover DV Howells' administrative costs. Such disbursements include, but are not limited to, sub-contractors fees and expenses, freight and packing charges, customs duties and levies, out-of-pocket expenses and costs of travel, accommodation and meals away from the normal place of business of DV Howells's employees, agents or sub-contractors incurred in carrying out the Work.

Unless otherwise agreed in writing between DV Howells and the Client, an amount equivalent to 2.5% (two point five per cent.) of the cost of the Work will be charged to cover the cost of communications.

## 8. Limitation of Liability and Indemnity

DV Howells's total liability in connection with any Engagement, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Work, shall be limited to the lower of (a) the amount of the actual fees paid by the Client under any Engagement under this Agreement, and (b) £1,000,000 (one million pounds Sterling); whether such liability arises in respect of any one incident or a series of incidents arising out of the same event. Insurance cover, for the benefit of the Client, may be negotiated in respect of any further amount above such limits of liability, at the Client's express request and cost.

DV Howells shall not be liable for any claim which does not exceed the sum of £5,000 (five thousand pounds).

Neither DV Howells nor the Client shall be liable to the other or any third party for any indirect, special or consequential loss or damage whatsoever (including but not limited to lost profits or interruption of business) arising out of or in connection with the Work, whether or not the possibility of such loss or damage was known or foreseeable.

Except where the Client shall be able to prove on final determination that its loss arose as a result of any neglect or default on the part of DV Howells, the Client shall indemnify DV Howells against any third party liability that may arise in the course of DV Howells undertaking the Work.

Nothing in these Terms limits or excludes the liability of DV Howells hereunder for death or personal injury resulting from its negligence or those of its employees, agents or sub-contractors.

## 9. Insurance

DV Howells shall maintain professional indemnity insurance in an amount not less than the limit of liability hereunder for a period of six years from the date of the commencement of the Work, subject at all times that such insurance continues to be available at commercially reasonable rates.

## 10. Termination

The Client may at any time by giving not less than 14 days prior written notice to DV Howells terminate any Engagement, except where expressly stated otherwise in D V Howells' acceptance of the Scope.

Either party may terminate any Engagement forthwith by written notice to the other in the event of a material breach by the other of its obligations under these Terms which is irremediable, or, where remediable, which the other shall have failed to remedy within 14 days after receiving written notice specifying the breach and requiring its remedy.

If any Work is suspended for one month or more, DV Howells shall be entitled to terminate the Engagement forthwith by notice to the Client and shall be released automatically from any continuing obligation in respect of the Work.

Any termination of any Engagement shall not prejudice or affect any rights or remedies accrued to either the Client or DV Howells prior to or in consequence of the termination.

## 11. Payment on Termination

On any termination of any Engagement, DV Howells shall be entitled to payment in full for all Work performed and all costs incurred up to the date of termination as well as for taking such steps as are reasonably necessary to bring to an end to DV Howells' involvement in the Work.

Save any termination of any Engagement arises because of the Client's default or insolvency, DV Howells shall, in addition and unless otherwise agreed in writing to the contrary, be entitled to reasonable compensation from the termination of its engagement at an aggregate rate equivalent to 25% (twenty five per cent.) of the total value of the Work.

## 12. Status of these Terms

These Terms, together with, or as varied with the express agreement of the Client and DV Howells shall supersede all prior communications, negotiations, representations, agreements, undertakings or understandings (whether oral or written) between the Client and DV Howells and shall constitute the entire agreement between the parties.

These Terms and any Engagement entered into under these Terms shall be governed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English courts.