

Standard Terms and Conditions of Business for Narro Associates Ltd

The following 'Standard Terms and Conditions of Business' shall apply to all of 'the Services' carried out by 'the Company' on behalf of 'the Client'. They shall constitute, along with the 'Fee Proposal Letter', the sole contract between the Company and the Client. The terms of the relevant version of the ACE Conditions of Engagement (2009 Edition) are incorporated into the Contract as modified by the Fee Proposal Letter and these terms and conditions.

1. Definitions

- 1.1. 'The Services' shall mean the scope of services, duties and activities provided by the Company to the Client as defined in the attached Fee Proposal Letter; or as described in ACE Conditions of Engagement section C1-C9.
- 1.2. 'The Company' shall mean Narro Associates Ltd, company number SC237904 and having its Registered Office at Orchard Brae House, 30 Queensferry Road, Edinburgh, EH4 2HS.
- 1.3. 'The Client' is the individual person or persons or corporate body or partnership who instructs the Company to carry out the work. Where the Client comprises more than one person then the obligations undertaken by such persons are undertaken jointly and severally.
- 1.4. The Contract is between the Client and the Company. Third parties do not have any rights under the Contract and assignation of the Contract is not permitted.

2. Fees

- 2.1. The fee proposal is valid for 90 days and if not accepted within that period, the Company have the right to review the fee.
- 2.2. The Company shall be entitled to charge in addition to the fee expenses of the order of 7% (as recommended by the ACE Conditions of Engagement) of the fee to cover all expenses reasonably incurred including, but not restricted to:
 - 2.2.1. Postage and similar delivery charges (i.e. couriers);
 - 2.2.2. Faxes and telephone calls, video calls, conference calls;
 - 2.2.3. Printing, photocopying, production of drawings, maps, records, and photographs.
- 2.3. Travelling expenses by car will be charged at 60p per mile.
- 2.4. The Company is registered for VAT and VAT shall be charged as appropriate in accordance with the current rate at the date of invoice. The fees are quoted exclusive of VAT.



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2.5. Invoices for services rendered will normally be issued at the following work stages, unless agreed otherwise:

2.5.1. 35% Scheme Design

2.5.2. 75% Building Warrant

2.5.3. 85% Tender/Start of Construction

2.5.4. 100% Completion of construction (or completion of the Structural Works, if earlier)

We reserve the right to vary the % breakdown to suit a particular project and we are willing to accept interim payments over the design period, by agreement with both parties.

3. Payment

3.1. Payment is due within fourteen days of date of invoice. In the event of failure to pay any monies in accordance with the above. Interest will be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and at the relevant rate plus the statutory rate of interest. If the Client fails to make a payment due to the Company by the due date, then, without limiting the Company's remedies, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this paragraph 3.1 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.

3.2. The remuneration payable to the Company under the terms of Clause 1 shall continue to be payable by the Client to the Company, notwithstanding the termination of the agreement, until all outstanding payments are fulfilled.

3.3. The Client shall make all payments due under the Contract in full without any deduction whether by way of set-off or counter-claim unless the Client has a valid Court Decree or Order requiring an amount equal to such deduction to be paid by the Company.

3.4. In the event of having to cover Third Party Costs, for a client, there will be a 10% administration charge added to the re-charge invoice. Third party outlays shall be reimbursed on demand.

3.5. Where services are withdrawn or terminated by the Client, the Company may retain all drawings and certificates, produced by the Company, until payment in full is received for any invoice.

3.6. In the event that the Client fails to make payment of any invoice for services due in terms of this agreement, the Company shall be entitled to take all reasonable steps to recover payment from the Client. If the Company incurs



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legal expenses in the process of attempting to obtain payment from the Client, without limiting the Company's remedies under this agreement, the Client shall be liable for all such reasonable legal expenses incurred in doing so, such expenses being in addition to the original invoice for services and any interest thereon as provided in clause 3.1.

4. CDM Regulations

4.1. Under Regulation 10(79,80) of the Construction Design and Management Regulations 2015 (CDM) it is the Company's duty to inform the Client that the Client may have duties under the Regulations. These duties include that the Client must, where relevant, appoint a Principal Designer and Principal Contractor, assess their competence and resources in relation to Health and Safety, along with those of the designers, ensure that HSE information is available to the Principal Designer and Principal Contractor.

5. Insurance and Compensation

5.1. Save in the respect of death or personal injury the Client shall look only to the Company (and not to the Individual) for redress if the Client considers that there has been any breach of this Agreement. The Client agrees not to pursue any claims in contract delict or statute (including negligence) against any Individual as a result of carrying out its obligations under or in connection with the Agreement at any time whether named expressly in this Agreement or not.

5.2. The amount of Professional Indemnity insurance to be carried by the Company is £1 million (further details of extent of cover available upon request) unless otherwise stated in the fee proposal letter.

5.3. The Company has public liability insurance of £5,000,000.

6. General

6.1. All intellectual property rights and copyright associated with Company's services shall remain vested in and the property of the Company.

6.2. By signing the attached fee proposal and in the absence of a written declaration to the contrary, these initial 'Standard Terms and Conditions of Business', all as scheduled above, are accepted by the Client and deemed to constitute a contract between the Client and the Company for the delivery of the Services.

6.3. Where we are acting on behalf of more than one client, all clients are liable jointly and severally to us for payment of our invoices.



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- 6.4. If you (i.e. the Client) wish a fully itemised breakdown of any invoice, the cost of preparing the breakdown may be charged to you.
- 6.5. These terms and conditions are governed by the law of Scotland and are subject to the non-exclusive jurisdiction of the Scottish Courts.