

**STANDARD TERMS & CONDITIONS FOR THE USE OF SHORE ENGINEERING LTD'S  
THE MILL, STATION ROAD, ARDLEIGH, ESSEX, CO7 7RS**

**1. Introduction**

1.1. Shore Engineering Ltd shall provide the services as Consultants with reasonable skill, care and diligence, and in accordance with the code of conduct of the Royal Institute of Chartered Surveyors and good industry practice.

**2. Clients obligations**

2.1. The Client or their appointed agents shall supply such information to Shore Engineering Ltd at such times as is reasonably required for the delivery of the services.

2.2. The Client or their appointed agents shall notify Shore Engineering Ltd in writing of any instruction to vary the services.

2.3 The client or their representative shall be responsible for providing safe access to the project, when we reasonably require it.

**3. Agents Acting on Behalf of the Client**

3.1 Agents appointing Shore Engineering on behalf of clients must ensure that they have informed the client agency the fact that they have instructed us on their behalf and bring to the attention of their clients our Terms of Business.

**4. Assignment and subcontracting**

4.1. Shore Engineering may occasionally use competent sub contract surveyors or companies to undertake site inspections on its behalf. The work they undertake will be for Shore Engineering Ltd and any liability resulting from these inspections will be the responsibility of Shore Engineering Ltd.

**5. Payment & Fees**

5.1. The Client or their appointed agents shall pay Shore Engineering Ltd for the performance of the services the fees and charges in such instalments as agreed in the Fee Offer. All fees and charges under the Agreement are exclusive of Value Added Tax which if due shall be paid at the prevailing rate concurrently in addition.

5.2. Where the Client intends to withhold payment of any amount stated in the invoice, the Client must give written notice to Shore Engineering Ltd, not later than 5 days before the final date for payment, stating the amount to be withheld and the grounds for withholding payment.

5.4. In the event that the Client is in default over payments of amounts at the final date for payment and no notice of intention to withhold payment from such amount has been given under Clause 5.2 above, Shore Engineering Ltd may suspend performance of any or all of the services. This right is subject Shore Engineering Ltd first giving the Client not less than 7 days' written notice of such intention and stating the grounds for suspension. The right to suspend performance shall cease when the Client makes payment of the amount due.

5.5 Shore Engineering Ltd shall notify the Client or their agent in writing as soon as it becomes reasonably apparent that any work additional to the subject of the original fee offer will be required.

**6. Professional Indemnity Insurance**

6.1. Shore Engineering Ltd is required to comply with the guidelines issued by the Royal Institute of Chartered Surveyors. Shore Engineering Ltd is insured through Griffiths and Armour Professional Risks.

6.2. Shore Engineering Ltd shall on written request of the Client or their agent provide evidence that the insurance is properly maintained.

6.3. Shore Engineering Ltd shall immediately inform the Client or their agent if the insurance referred to in Clause 6.1 above ceases to be available.

**7. Copyright & Data Protection**

7.1. The copyright in all documents prepared by Shore Engineering Ltd in providing the services shall remain their property. Subject to payment by the Client of the fees properly due to Shore Engineering Ltd under this Agreement Shore Engineering Ltd grants to the Client an irrevocable non-exclusive royalty-free licence to copy and use the documents for any purpose related to the project.

7.2. Shore Engineering Ltd shall not be liable for any use of the documents for any purpose other than that for which they were prepared and provided by them.

**8. Suspension and Termination**

8.1. The Client may terminate the appointment of Shore Engineering Ltd under this Agreement by giving 7 days' written notice to them. In such cases the client shall pay Shore Engineering Ltd any instalments of the fee due up to date of termination.

8.2. If the Client materially breaches its obligations under this Agreement Shore Engineering Ltd may serve on the Client a notice specifying the breach and requiring it to remedy within 28 days, and if the Client thereafter fails to remedy that breach within that period Shore Engineering Ltd may terminate this Agreement by giving written notice to the Client.

8.3. If either party:

- Commits an act of bankruptcy or has a receiving or administrative order made against it, and/or
- Goes into liquidation, and/or
- Becomes insolvent, and/or
- Makes any arrangement with its creditors

The other may suspend performance of the services or may terminate the appointment by giving written notice to the party.

**9. Complaints**

9.1. In the event that the Client has a complaint in respect of the performance of Shore Engineering Ltd.'s services under this Agreement, without prejudice to any other remedy available under this Agreement, they shall be entitled to have access to the complaints handling procedure maintained by them.

**10. Force Majeure**

10.1. Neither Shore Engineering Ltd nor the Client shall, except as otherwise provided in these Conditions, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

**11. Liability**

11.1. The liability of Shore Engineering Ltd shall be limited to such sum as would be just and equitable for the services provided and the extent of the responsibility for the loss or damage suffered on the basis that all other consultants and any subcontractors who have a liability shall be deemed to have provided contractual undertakings to the Client on terms no less onerous than those applying in the case of this Agreement and shall be deemed to have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for such loss or damage.

**12. Notice**

12.1. Any notice to be given under this Agreement shall be in writing and delivered by hand or sent by recorded delivery post to the address shown in this Agreement or to such other address as the other party may have specified from time to time by written notice to the other.

12.2. Such notice shall be deemed to have been received on the day of delivery if delivered by hand and otherwise on the next working day

12.3. Where under this Agreement an act is required to be completed within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday, that day shall be excluded.

