

## CONDITIONS OF BUSINESS

### 1. Interpretation:

- 1.1 The "Acceptance Form" means the acceptance sheet to which these conditions are appended.
- 1.2 The "Client" shall mean the person named on the Acceptance Form or Quotation sheet for whom the Consultant has agreed to supply the Specified Services in accordance with these conditions. The "Consultant" means Barnes Associates Ltd (Company number 10438116) registered in England and Wales. of Unit 1 Foundry Yard, New Row, Boroughbridge YO51 9AX and Trading as Tree Diagnostics.
- 1.4 The "Contract" shall mean the contract for the provisions of the Specified Services. "Quotation" shall mean the letter from the Consultant to the Client containing a quotation for the supply of the Specified Services. A "Quotation" shall mean a letter, email, verbal communication. "Report/Design" shall mean the Reports and Designs prepared by the Consultant for and on behalf of the Client. "Specified Services" means the service to be provided by the Consultant for the Client and referred to in the Quotation. "Consultant's Standard Charges" means the charges as shown in Clause 5 of these conditions. The headings in these conditions are for convenience only and shall not affect their interpretation.

### 2. Supply of the Specified Services:

- 2.1 The Consultant shall provide the Specified Services to the Client subject to these conditions. Any changes or additions to the Specified Services or these conditions must be agreed in writing by the Consultant or the Client.
- 2.2 The Specified Services shall be provided in accordance with the Quotation and otherwise in accordance with the Consultant's terms and conditions.
- 2.3 The Consultant may at any time, without notifying the Client, make any changes to the Specified Services which are necessary to comply with any applicable safety or other statutory requirement which do not materially affect the nature or quality of the Specified Services.
- 2.4 The client shall ensure timely delivery of all site plans / drawings by email, these shall be supplied as .dwg or .dxf and also by pdf. If pdf plans only are supplied additional drafting time maybe charged to convert to a suitable format.
- 2.5 Reports and plans are provided by email only, hard copies upon request only, printing, postage and admin charges will be charged for hard copies unless otherwise agreed.

### 3. Charges:

- 3.1 Subject to any alternative terms agreed, the Client shall pay the Consultant's Standard Charges and any additional sums which are agreed between the Consultant and the Client for the provision of the Specified Services or which, in the Consultant's sole discretion, are required as a result of the Client's instructions, the lack of instructions or the inaccuracy of any information passed to the Consultant by the Client.
- 3.2 The Consultant shall be entitled to vary the Consultant's Standard Charges from time to time by giving not less than one week's written notice to the Client.
- 3.3 All charges quoted to the Client for the provision of the Specified Services are exclusive of any value added tax for which the Client shall be additionally liable at the applicable rate from time to time.
- 3.4 The Consultant shall be entitled to invoice the Client following completion of the Specified Services or at other times agreed with the Client. The client shall provide information required for the invoice such as Purchase order details and company name and address and the accounts email.
- 3.5 The Consultant's Standard Charges and any additional sums payable shall be paid by the Client together with any applicable value added tax and without any set-off (or other deduction) within seven days of the date of the Consultant's invoice or as agreed in writing. If a payment is not made on the due date the Consultant shall be entitled, without limiting any other right it may have, to charge interest on the amount outstanding (at the rate of 15 % per annum) from the due date until the outstanding amount is paid in full. Invoices not paid by the due date will have the following administration charges added, amount owed up to £999.99, charge £40, amount owed £1000 -£9999.99, charge £70.
- 3.6 In the event of commercial late payment the Consultant may charge interest and compensation in line with the Late Payment of Commercial Debt(interest) Act 1998.

### 4. Warranties and Liabilities:

- 4.1 The Consultant warrants to the Client that the Specified Services will be provided using reasonable care and skill and as far as reasonably possible in accordance with the specification and at the intervals and within the times referred to in the Quotation.
- 4.2 The Consultant shall have no liability to the Client for any loss, damage, cost, expense or other claims for compensation for any instructions supplied by the Client which are incomplete, incorrect, inaccurate, ineligible or arising from their late arrival or non-arrival or any other fault of the Client.
- 4.3 Except in respect of death or personal injury caused by the Consultant's negligence, or as expressly provided in these conditions, the Consultant shall not be liable to the client by reason of any representations (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of the contract, for any loss of profit or any indirect special or consequential loss, damage, cost, expenses or other claims (whether caused by the negligence of the Consultant, its servants or agent otherwise) which arise out of or in connection with the provision of the Specified Services or their use by the client and the entire liability of the Consultant under or in connection with the contract shall not exceed the amount of the Consultant's charges for the provisions of the Specified Services, except as expressly provided in these conditions.
- 4.4 The Consultant shall not be liable to the Client or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of the Consultant's obligations in relation to the Specified Services if the delay or failure was due to any cause beyond the Consultant's reasonable control.



- 4.5 The Client shall be entitled to terminate the Contract at any time by giving 14 days notice to the Consultant in writing.
- 4.6 Either party may (without limiting any other remedy) at any time terminate the contract by giving notice to the other if the other commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within fourteen days after being required by written notice to do so or if the other goes into liquidation or, in the case of an individual or a firm, becomes bankrupt or makes a voluntary arrangement with his/her/its creditors or has a Receiver or Administrator appointed.
- 4.7 These conditions, together with the terms (if any) set out in the Quotation constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.
- 4.8 Any notices required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at his/her usual place of business or other address as may be relevant from time to time.
- 4.9 No failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 4.10 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected. English law shall apply to the contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.
- 4.11 Reports/ Designs are for the use of the Client. The Report/ Design may be shown to his/her professional advisers and a copy passed to the original instigator who may use it in the specified Client's interest only. The contents are not to be used by or for any third party without the consent of the Consultant. Reports/ Designs are prepared by the Consultant or his employees under the instructions given by the Client. The Report/ Design is prepared from information gathered from the Client and/or his/her agent.

## 5. Charges/Variations:

- 5.1 The Consultant will attempt on request to provide a fair and reasonable quotation or estimate in the Quotation. However, these estimates are on the basis of information available to the Consultant at the time of inspection and the Quotation cannot be held out to be a fixed price quotation. If it becomes necessary to carry out additional works outside the scope of the Quotation, then the Consultant reserves the right to levy additional charges in accordance with the provisions hereinafter mentioned. However, in any such case the client will be advised in writing of the likely increase.
- 5.2 Additional works will be charged on an hourly basis. The standard hourly basis being £65. Charges will be made by reference to time. The work involved in dealing with a particular matter may include personal attendance's to obtain instructions and advising, preparation time (including consideration of documents, etc.), correspondence, telephone calls, travelling, waiting and all other time taken to conduct the work in hand. The Consultant's basic hourly rate will be quoted at the time of instruction, dependent upon the complexity, urgency and responsibility arising during the course of the works. Travelling and waiting time will be charged at 100% of the basic rate quoted. Letters out and telephone calls each at 10% of the quoted rate. All specific and identifiable items of photocopying, telephone charges and faxed transmissions costs may at the Consultant's discretion be charged according to either actual costs or current commercial rates. The quoted rate will apply for a period of fourteen days from the date of the initial instruction. Any rate change after this time will be notified at the time of the change.
- 5.3 A deposit may be required at the discretion of the Consultant for larger projects unless an authorised credit account is held. The funds should be cleared within one week of provided commencement date. Payment options will be provided at the time of quotation and or on the invoice, which shall be emailed with payment link.
- 5.5 A variation in services may cause a delay in delivery date, if after submission of drawings or report the client seeks further advice and alters the layout additional works will be charged for to deal with the alterations, these will be unless otherwise agreed be at a rate of £65.00 + vat per hour.

## 6. Limitations of use and copyright:

- 6.1 All rights are reserved. No part of our reports or designs may be reproduced or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or stored in any retrieval system of any nature, without our written permission. Its content and format are for the exclusive use of the addressee in dealing with the site. Until all invoices rendered by the Consultant to the Client have been paid in full, the copyright of any documents, forms, statements, maps, plans and other such material will remain vested in Barnes Associates Ltd and no unauthorised use of such material may be made by the Client or any person purporting to be acting on his/her behalf. It may not be sold, lent, hired out or divulged to any third party not directly involved in this site without the written consent of ©Barnes Associates Ltd.

## 7. Facilities and Access:

- 7.1 The client shall arrange for or grant the consultant access at all reasonable times to such premises as may be necessary for the provision of the consultancy services.

## 8. Confidentiality:

- 8.1 The consultant and client shall keep confidential all information of the other party whether marked confidential or not, obtained under or in connection with the provision of the consultancy services and shall divulge the same to any third party unless written authority to do so as been provided. The provisions of this clause shall apply for a period of two years.

## 9. Aborted Site Visits

- 9.1 In the event that a programmed site visit has to be aborted because of the client or clients agent on site fails to comply with confirmed arrangements then;

Additional fee shall be charges to the client one off charge £65.00 + vat, as well as consultants time incurred travelling to and from the aborted meeting which shall be charged at £65.00 + vat per hour. Travel charges for the aborted meeting shall be charges at HMRC Approved Mileage Allowance Payment Rate.

