

Barnard Engineering Ltd provide services as Consulting Structural and Civil Engineers and in related disciplines. The following standard conditions of engagement apply to all work carried out by Barnard Engineering Ltd.

## 1. Definitions

- 1.1. The Company: means Barnard Engineering Ltd; a company registered in England and Wales, No. 10225064  
The Client: means the person or party to whom the Offer is made and for the avoidance of doubt the term Client includes any Party with whom the company is contracted to.  
Work or Works: means the services to be provided by the Company

## 2. Services

- 2.1. Barnard Engineering Ltd undertakes to exercise professional reasonable skill and care in carrying out our services.
- 2.2. Unless expressly agreed in writing as a qualification to this clause, we shall not be liable for the performance of any other person or company not engaged by us, nor responsible for checking or reporting on their performance.
- 2.3. Whilst we make every effort to check and validate information supplied by clients and third parties, we cannot be responsible for errors arising directly or indirectly from incorrect information supplied to us.
- 2.4. Our design will be undertaken in accordance with the Building Regulations and the relevant British Standards or Eurocodes, subject to professional judgment. Normally calculations and drawings will be checked by Building Control or an Approved Inspector and occasionally, due to different interpretations of standards, modifications are required to our submitted drawings. We would therefore recommend that works on site are only commenced after receipt of approval from Building Control or the Approved Inspector.
- 2.5. Unless agreed otherwise in writing, the Company will only provide services as a Designer under CDM <https://www.hse.gov.uk/construction/cdm/2015/index.htm> & BSA <https://www.gov.uk/guidance/the-building-safety-act> and will not undertake the role of Principal Designer unless we are the only Designer on the project. The Client is advised to undertake the role themselves if competent to do so or appoint a competent person to undertake the role.

## 3. Liability and Insurance.

- 3.1. The total liability to Barnard Engineering Ltd for the provision of consulting engineering services under this appointment whether in contract or tort or in negligence or for breach of statutory duty or otherwise (other than in respect of personal injury or death) is limited to ten times the value of the contract between the Company and the Client for each and every claim.
- 3.2. Barnard Engineering Ltd shall maintain professional indemnity insurance in an amount sufficient to cover their liabilities. Save in respect of death or personal injury, the client shall look only to Barnard Engineering Ltd (and not to any individual) for redress if the client considers that there has been any breach of agreement.
- 3.3. The period of liability for design work undertaken by Barnard Engineering Ltd will be 6 years from the date of the design, irrespective of when the construction work is undertaken.
- 3.4. Barnard Engineering Ltd cannot be held liable for any wilful misinterpretation of design information, non-adherence to construction drawings or any other construction work that is outside the control of the Company.
- 3.5. Under no circumstances shall Barnard Engineering Ltd be liable to the Client for any indirect or consequential loss suffered by the Client relying on the information included in the designs prepared by the Company including (without limitation) loss of profit, loss on contracts or pure economic loss.

## 4. Quotations & Fee Proposals

- 4.1. Quotations and fee proposals will set out the services to be provided by the Company and are open for acceptance for a period of 30 days from the date of the quotation or fee proposal.
- 4.2. Quotations and fee proposals may be submitted on the basis of a fixed price or time charges based upon our standard hourly rates. Where time charges are used, and the Client requests an indication of likely total hours to be charged, we will often not be able to gauge accurately the amount of time needed for a consultancy task until the work is well underway. Therefore, any estimate of likely

hours chargeable given to a Client, before work begins, should be regarded only as a guide and not a fixed amount.

- 4.3. Where site visits are undertaken and the Company expresses opinions on structural adequacy, stability or requirements for work (either verbal or in correspondence), this will be charged for as work done at the standard hourly rate.
- 4.4. Additional works, alterations and variations to the original brief ordered by the Client subsequent to the acceptance of the original quotation or fee proposal shall be charged at the Company's standard hourly rates unless a cost was originally provided for a specific task in the quotation or fee proposal. Alternatively, the Company may agree with the Client to negotiate a fixed fee for the additional work.
- 4.5. Additional works, alterations and variations and method of payment shall normally be agreed in writing between the Company and the Client prior to the Company proceeding with the additional works. Where this is not practicable, the additional work shall be recorded by the Company and the method of reimbursement agreed between the Company and the Client as soon as practicable after the additional work has commenced
- 4.6. Rates and prices included in quotations and fee proposals and noted in these Terms and Conditions are all exclusive of Value Added Tax which will be applied at the prevailing rate.
- 4.7. The Client must accept quotations and fee proposals before the services outlined in the quotation or fee proposal can proceed by the Company.
- 4.8. If, following the receipt of our quotation or fee proposal, you instruct us to proceed or to continue with our services, we shall be entitled to assume your acceptance of the quotation / fee proposal and these terms.
- 4.9. Any work instructed and subsequently cancelled may attract abortive costs. Abortive costs will be charged at the Company's standard hourly rates plus reimbursable costs and expenses as appropriate.

## 5. Acceptance of Quotations & Fee Proposals

- 5.1. Unless specifically agreed in writing to the contrary, the Client is the person, company, authority or other body to whom our proposal or fee quotation is addressed, unless the Client is specifically identified otherwise and the company, authority or other body to whom our proposal or fee quotation is addressed holds full legal agency to agree to enter into a contract with the Company on the Client's behalf.
- 5.2. These Terms and Conditions of Engagement are personal to the Client and the services and all written reports or other communications shall be for the Client's benefit and reliance only. No reliance, obligation or reliability is acknowledged to any other party unless specifically agreed in writing.
- 5.3. It is agreed that neither the Company nor the Client intends that any of these terms & conditions of engagement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than the Company and the Client.
- 5.4. The Company will assume that any order raised for works to be undertaken by the Company will be acceptance of both the proposed fee and these Terms and Conditions of Engagement.

## 6. Notice of Right to Cancel (7 Day Cooling Off)

- 6.1. As the Client, you have a legal right to cancel your contract, at no penalty. As such, a 7 day cooling off period shall apply to this contract. Please note that you may be required to pay for services supplied if the performance of the contract has already begun prior to the expiry of the cancellation period.

## 7. Sub-Contracting

- 7.1. The Company may sub-contract any or all the Services.
- 7.2. The Company will ensure that any and all subcontractors are suitably skilled in the relevant practices.

## 8. Time for Completion

- 8.1. Whilst every effort will be made to commence and complete the works in accordance with the agreed programme, the Company accepts no responsibility for delays occurring beyond the control of the Company.

## 9. Unforeseen Conditions

- 9.1. If, during the execution of the works, conditions arise which could not have been reasonably foreseen, the Company will give notice to the Client of the effect (if any) on the design and a claim for additional payment (if such is considered justified).
- 9.2. The Company shall be under no liability if we are unable to carry out any of our services for any reason beyond our control including (without limiting the foregoing); act of God, acts of terrorism, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or any other action taken by employees in contemplation or furtherance of dispute. During the continuance of such a contingency either party may by written notice to the other terminate the services and the Client shall pay for work done and disbursements incurred up to that time.
- 9.3. The Company takes no responsibility for any costs associated with the failure to advise on boundaries, easements, underground or overhead services and rights of light.

## 10. Invoices

- 10.1. The Company will generally render invoices on completion of the design work or if more appropriate interim fee accounts will be rendered at appropriate stages in the design process. In particular, if design co-ordination or Client approval is extended then interim accounts will be rendered to cover work in progress. Where the value of design or report work is small, the Company may request payment in advance of the work commencing.
- 10.2. Full payment is due 30 days following the date of the invoice, unless otherwise stated in the contract.
- 10.3. Payment of invoices can be made by cheque, BACS or card via PayPal.
- 10.4. If the Client fails to make payment on the due date, then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
  - i) Decline to act further
  - ii) Charge the full value of work done
  - iii) Charge the Client interest on the amount unpaid at the rate of 5% per annum until payment in full is received.

## 11. Intellectual Property

- 11.1. The Company's work including reports, designs, drawings and other services is licensed to the Client for the purpose of the Client's current instructions. All other copyright and moral right is reserved and asserted. The Company's logo is a trademark and is hereby asserted.
- 11.2. The Company's work will remain the exclusive property of the Company until the relevant invoice is paid in full, and the Company accepts no liability or obligation for any reports, designs, drawings, advice or other services, for which our rendered invoices remain unpaid.

## 12. Complaints

- 12.1. In the event that the Client has a concern or complaint about the Company's services then the Client should approach a Director as soon as practicable after the concern or complaint has arisen.

## 13. Statutory Rights

- 13.1. These terms and conditions do not affect the Client's statutory rights.

## 14. Data Production Act

- 14.1. The Company shall hold personal information of the Client only that which it believes is necessary for The Company to provide the agreed services. The Client has the rights under the Data Protection Act 2018 to request the information The Company holds and to make any necessary changes to ensure that it is accurate and kept up to date, though The Company reserves the right under the Data Protection Act 2018 to charge an administrative fee of £10 and will respond within 40 calendar days. The Company, will not, without prior consent by the Client, pass any personal information onto any third parties except where required to do so by statute, legal reasons or requested by the government.