

# BAKER CONSULTANTS LTD

## TERMS AND CONDITIONS

The provision of consultancy services by Baker Consultants Limited registration no 06702156 (the Consultancy) are subject to the terms and conditions detailed below.

1. By commissioning the Consultancy to provide a service the Client agrees to accept and abide by all of the terms and conditions.
2. A commission is deemed to be in place when confirmed in writing (including email) or when the client requests a consultant to be present at a meeting or requests the provision of a service either verbally or in writing.
3. The Client will pay the Consultancy a fee for the services provided for a sum or at a rate as may be specified in correspondence.
4. The Consultancy reserves the right to revise the fee if the Client's requirements are revised following commission. Any work required beyond the scope of the work quoted for or estimated may be subject to additional fees.
5. Any quotations or estimates or rates quoted in a fee submission are valid for a period of three months from the date of the quotation letter only. Beyond this period the Consultancy reserves the right to amend the fee basis of the quotation or estimate.
6. In the case of a manifest error or omission, the Consultancy reserves the right to amend the quotation, and will accept no liability in that event no matter how that mistake was made. A 'manifest error', is defined as a price quoted in error by the Consultancy which is more than 5% different from the price that would have been quoted had the mistake not been made, or £2500, whichever is the smaller.
7. The Consultancy will charge on to the Client the cost of any disbursements such as materials, subsistence, travel and data plus a 10% administration charge.
8. Payment terms are 30 days from the date of issue of invoices. The Consultancy reserves the right to charge interest at 2% above HSBC bank base rate. on invoices not paid within this period. Interim invoices will be issued monthly unless otherwise agreed with the Client.
9. The Consultancy reserves the right to be paid in advance for all or a proportion of a contract. Where a request for payment is not forthcoming the Consultancy reserves the right to cease the contract with no liability.
10. All equipment purchases will be subject to retention of title until the consultancy has received payment in full.
11. VAT will be charged at the rate applicable at the time of billing.
12. Mileage will be charged at a rate of 50 pence per mile or otherwise at a rate defined in the quotation.
13. The consultancy reserves the right to withhold services/reports whilst the client has overdue invoices outstanding.
14. If the Client modifies or cancels plans or projects the Client will accept liability for the cost of all commitments taken on by the Consultancy on the Client's behalf up to the date of the Consultancy being able to act on the Client's new instructions.
15. The Consultancy contract can be terminated by either party giving one month's notice in writing.
16. The Consultancy reserves the right to resign the contract with immediate notice where the Client's actions are in the view of the Consultancy likely to lead to breach of wildlife legislation or other Statutes.
17. The Consultancy will provide reports in electronic format and up to two hardcopies of reports. Requests for additional copies will be supplied on request and charged for on the basis of print, materials and production time costs.
18. The Client will provide maps and plans at an appropriate scale under its own copyright. If the Consultancy needs to acquire plans then any costs incurred will be charged onto the client.
19. The copyright in all documents provided by the Consultancy will remain vested in us but upon payment of the associated fees we shall provide an irrevocable royalty free licence to copy, use and reproduce such reports, drawings and other documents for any purpose related to the commissioned project work including, but without limitation, the construction, completion, maintenance, letting, promotion, sale, insurance, advertisement, reinstatement and repair of the project. We grant a licence to copy and use such drawings and other documents for the extension of the project. The Consultancy will not be liable for any use by the Client and/or third parties of any documents for any purpose contrary to that for which the same were prepared and provided.
20. The Consultancy retains the right to retain and use any information gained in the course of the appointment and which is or becomes publicly available.
21. The Consultancy may make data collected during the course of their professional duties available to others such as statutory bodies and biological records centres. In some cases, this is a legal requirement of species licensing.
22. The Consultancy will not disclose any confidential information relating to the Client or the Client's business without the Client's permission unless such information relates to an actual or suspected breach of law or is requested by the Police or other authority as part of a criminal or other legal investigation.
23. Any property or information made available by the Client to the Consultancy shall be and at all times remain at the risk of the Client and the Consultancy shall not be subject to any liability.
24. All work is undertaken for the Client in good faith. The Consultancy accepts no liability whatsoever for any loss or damage arising from any written or verbal advice or information that is acted upon by any third party, unless the use of such information or advice has been previously agreed by the Consultancy. Where work undertaken for the client or its representatives, forms part of a planning application, associated documents produced by the Consultancy gives no guarantee of any outcomes
25. If any work (written or verbal) produced by the Consultancy is altered other than for typographical errors or change of formatting then the Consultancy will not accept any liability arising from those changes.
26. The Client agrees to indemnify the Consultancy against all costs, charges and damages falling upon the Consultancy as a result of legal actions brought against the Consultancy arising from the publication of any materials that have been approved by the Client for publication.
27. The Consultancy's maximum liability for any default will not exceed the price of the contract for which it is liable. The Consultancy shall be under no liability whatsoever if payment of its fees has not been made by the due date, as defined in these Terms and Conditions.
28. The Consultancy undertakes to maintain Employers Liability Insurance and Professional Indemnity Insurance. Details of these can be made available on request.
29. The Consultancy is bound by the Code of Professional Conduct of the Chartered Institute of Ecology and Environmental Management.
30. The Client shall not at any time while this agreement remains in force or within 12 months thereafter employ directly or indirectly the services of any employee or former employee of the Consultancy who has at any time in the previous 12 months been engaged on the Client's work, unless written permission has been given by the Consultancy.
31. Any variation of these terms and conditions is not valid unless specifically agreed in writing by a Company Director.
32. These terms and conditions shall be governed by English law and the parties agree that any dispute arising from them shall be resolved in the last instance in the English courts.