



Q1150

Consultancy Agreement (UK)

Consultancy Agreement details

Agreement Details

Relevant clause		
2	GHD's Project Director is	Enter name of GHD Project Director Enter address, telephone number and email
8	The agreed time for payment is	Enter number of calendar days
15	The agreed limitation of liability	The lesser of £1 million or five times the fees paid under the agreement
30	The project is	Enter details of the project
30	"you" and "the client" means	Enter name of the client
30	"we" and "GHD"	Enter GHD Company Insert Company Number

This agreement incorporates and is varied by special conditions set out in the attached documents as described below.

Special conditions

Insert reference to any annexures, schedules or special conditions relevant to this commission

Fees

Insert fee amount

OR as defined in proposal dated Insert date

Services

Insert services

OR as defined in proposal Insert date

Hourly rates and disbursements

Insert details



The Power of Commitment

Executed on behalf of GHD

Insert signature

Signature

Print name

Print name

Insert date

Date

Executed on behalf of the client

Insert signature

Signature

Print name

Print name

Insert date

Date

Services

1. We will undertake the Services in accordance with the Agreement and using reasonable skill, care and diligence.
2. Any questions you have in relation to our Services can be directed to our Project Director.
3. You will ensure that you and your employees, agents and contractors:
 - (a) cooperate with us; and
 - (b) do not interfere with or delay the Services.

Information and documents

4. To help us understand your requirements in connection with the Services and the project, you will:
 - (a) tell us any specific requirements you have;
 - (b) provide any information and documents we ask you to provide;
 - (c) answer any questions we ask you; and
 - (d) provide in writing any comments you (or your employees, agents or contractors) have on any document on which we ask for your comments.
5. You confirm that information you (or your employees, agents or contractors) provide to us is complete and accurate. You understand that we will not check, and we do not accept any liability in connection with, any information you provide to us unless checking that information is part of the Services.

Payment

6. You will pay the fees, other amounts payable under the Agreement and applicable tax in accordance with the procedure detailed below.
7. We will invoice you for the fees relating to the Services undertaken, and other amounts due under the Agreement, during the period covered by the invoice.
8. Within the agreed time for payment set out in the Agreement details (or otherwise, 14 days) after we send you an invoice, you will pay the invoice in full and without set off, deduction, counterclaim or withholding. If we ask you to do so, you will pay our final invoice in full and without set off, deduction, counterclaim or withholding before we deliver the final version of our reports or other documents.
9. If you fail to pay any amount due under the Agreement in full by the date due:
 - (a) you will pay interest at the rate of 1.5% per month on all overdue amounts, including unpaid interest, accruing daily until the amount is paid in full; and
 - (b) we may keep any documents we have prepared in connection with the Services and:
 - (i) stop undertaking the Services; or
 - (ii) end the Agreement by giving you written notice.
10. You will pay for any additional Services we undertake, and any liability, cost or expense we incur, if:
 - (a) the scope or timing of the Services or project change;
 - (b) any information you (or your employees, agents or contractors) provide to us is not complete and accurate;
 - (c) part or all of the Services are delayed or suspended (other than as a result of our breach of the Agreement);

- (d) during or after completion of the Services, we or any of our employees are required to give evidence before, or provide any information to, a court or other competent authority;
 - (e) you fail to pay an amount due under the Agreement; or
 - (f) you end the Agreement before we have completed the Services.
11. All amounts in the Agreement and other documents we give you that relate to the fees or amounts payable under the Agreement are exclusive of VAT or other applicable service tax unless expressly included.
 12. The amount you will pay for any additional Services will be the amount we agree with you (or otherwise, the amount calculated by multiplying the number of hours our employees spend undertaking the additional Services by the hourly rates and any amount due to our subconsultants or subcontractors plus 12.5%). We may ask you to confirm in writing that you will pay for any additional Services, in which case, we are not required to commence the relevant additional Services until we receive your written confirmation.

Insurance

13. We will maintain professional indemnity and public liability insurance. We will give you certificates of currency if you ask us for them at any time before we complete the Services.

Liability

14. We do not exclude or limit our liability for death or personal injury due to our negligence or any liability due to our fraud or any other liability we are not permitted to exclude or limit as a matter of law.
15. Subject to clause 14, any liability we have to you is limited (in the aggregate) to the agreed limitation of liability set out in the Agreement details (or otherwise the lesser of £1 million or five times the fees paid under the Agreement), and you release us from any further liability. We will not be liable to you for any consequential losses.
16. Subject to clause 14, on the date that is one year after the date we send you our final invoice for the Services, you release us and our servants, employees, agents and subconsultants from all liability. For the purposes of this clause, we contract on our own behalf and also on behalf of each of our servants, employees, agents and subconsultants.

Intellectual property

17. We own all intellectual property arising from or in connection with the Services. We grant you a royalty free licence to use our intellectual property for the purposes of the project.

Confidentiality, Documents and Information

18. All information a party provides is confidential and must not be disclosed to any other person (unless the disclosure is authorised or required by law). You:
 - (a) will not alter in any way or copy any report or document we prepare to any other person without our prior written consent; and
 - (b) will only use any report or document we prepare for the purposes of the project; and
 - (c) authorise us to disclose any information you provide to our employees, subconsultants and others involved with the Services.

Ending the Agreement

19. We shall be entitled to provide these Services for the duration of the project. The Agreement may only be terminated by you or us, if the other party is in material breach of the Agreement which:
 - (a) cannot be remedied; or
 - (b) if it can be remedied, the innocent party has given the party in breach reasonable notice to remedy the breach, and the breach has not been remedied before the expiry of such notice.
20. The sections headed “payment”, “liability”, “intellectual property”, “confidentiality, documents and information” and “general matters” continue to operate after this Agreement is ended.

General matters

21. The Agreement applies to all Services we undertake (including any additional Services and any Services undertaken before you executed the Agreement).
22. If there is any inconsistency between these terms and any other document or Agreement between the parties, these terms will prevail.
23. The Agreement is the entire Agreement. The only duties, obligations and responsibilities we have arising from or in connection with the subject matter covered by the Agreement (including the Services) are those expressly set out in the Agreement and any other duties, obligations and responsibilities we might have are excluded.
24. You authorise us to destroy documents we prepare or hold in connection with the Services or the project 7 years after the date we send you our final invoice for the Services.
25. If any of these terms would be invalid, unenforceable or void, the relevant term must be read down to the maximum extent possible to prevent that occurring.
26. The Agreement can only be amended or varied in a written document signed by both parties. We can only waive our rights under or in connection with the Agreement by a written document signed by one of our directors.
27. You will indemnify us against any claim by, or liability to, a third party arising from, in respect of or in connection with the Services and all expenses we incur defending or settling such claim or liability.
28. Neither party may assign or transfer the Agreement or any right or obligation under the Agreement without the other party's written consent.
29. You agree that we can publish articles, photographs and other illustrations relating to the Services and the project unless you tell us in writing otherwise within 7 days of executing the Agreement.
30. You and we agree that this Agreement is subject to the laws of England and Wales and we both agree to submit to the exclusive jurisdiction of the courts of England and Wales.
31. A person who is not a party to this Agreement shall not have any rights under the *Contracts (Rights of Third Parties) Act 1999* or otherwise to enforce any term of this Agreement.

Definitions

32. Unless the context otherwise requires, in the Agreement:

“Agreement” means the Agreement executed by the parties in connection with the Services, including these terms, the Agreement details and our proposal

“consequential losses” means any consequential or indirect loss or damage, loss of profit or anticipated profit, business interruption losses, production losses, loss of revenue or loss of use

“document” includes a written or electronic document

“fees” means the amount set out in the Agreement details including disbursements

“hourly rate(s)” means the relevant hourly rate(s) set out in the Agreement details (or otherwise the rate(s) that GHD normally charges for work undertaken by the relevant GHD employee(s) at the time the work is undertaken)

“information” includes documents and information provided before execution of the Agreement

“liability” means liability for loss or damage, whether arising under, in connection with or for breach of the Agreement, or in connection with the performance or non-performance of the Services and any additional Services, whether such liability arises in contract, in tort (including negligence), under statute or otherwise, and whether arising in connection with one or more events

“project” means the project(s) that the Services relate to

“proposal” means any proposal (and if more than one, the final proposal) we gave you in relation to the Services

“Services” means the Services set out in the Agreement details (or otherwise the Services we undertake)

“third party” means a person who is not a party, but does not include our employees, agents, subcontractors and sub consultants

“we”, “us” and “GHD” means the GHD company set out in the Agreement details

“you” and “the Client” means the person(s) set out in the Agreement details (and if more than one person, “you” means each of those persons severally and all of them jointly, except for the purposes of clauses 14 and 15 where “you” means all of those persons) including that person's permitted successors