

Terms and conditions

G-Cloud 15

Terms and conditions document

Arup standard terms & conditions

General

1. These terms and conditions form part of our formal proposal. In the event of any conflict between these terms and any other terms proposed these terms shall apply.
2. We will use reasonable skill, care and diligence in the performance of the services and will be liable only to the extent that we have breached this obligation.
3. When the fee is a lump sum this is based on the assumptions/criteria set out in the proposal. Should one or more of these assumptions/criteria change resulting in additional costs to us, an appropriate adjustment to the fee shall be made by such sum as is fair and reasonable. If we are required to modify and/or revise any completed designs, specifications or reports and/or are delayed or disrupted (in either case for reasons other than our default) then you will pay us such sum as is fair and reasonable. Unless otherwise agreed, the sum will be calculated in accordance with the schedule of rates set out in the proposal (or, if none stated, in accordance our standard schedule of rates) to cover the additional resources employed by us in respect of such additional work.
4. Notwithstanding any other term of this agreement, our total liability to all parties under or in connection with this agreement whether in contract (including by way of indemnity), tort (including negligence), for breach of statutory duty or otherwise

(including legal costs and interests) shall be limited to the value of this proposed fee. We will commit to maintain a commensurate amount of professional indemnity insurance. Within this limit our liability under or in connection with this agreement shall be limited to that proportion of the losses which it would be just and equitable to require us to pay having regard to the extent of our responsibility for the same, on the assumption that any other third parties providing work and/or services in relation to the project have paid such sums as it would be just and equitable for them to pay having regard to their responsibility for the loss.

5. We shall not in any circumstances be liable under or in connection with this agreement for any consequential losses or indirect losses or any loss of investment, loss of contract, loss of production, loss of revenue, loss of profits, loss of rent, business interruption, wasted management and/or other staff and/or office loss, loss and/or corruption of data, or loss of use.
6. Nothing in this Agreement shall limit or exclude our liability for anything which cannot be limited or excluded by law.
7. We shall have no liability under or in connection with this commission after the expiry of six years from the date of our proposal.
8. Copyright and all intellectual property rights arising out of our services shall vest in us. Subject to payment of all fees properly due

we shall grant you a royalty free, non-exclusive licence to use such intellectual property in the deliverables we provide for the sole purpose of completing the project. We shall not be liable for the use by any person of any deliverable for any purpose other than that for which it was provided. Our prior written consent is required in each instance for use of our name or logo in any publication or media communication. We shall be entitled to retain and use any data or information acquired during the course of our services (excluding personal data as defined under applicable data privacy legislation) for the provision of the services, and for modifying or improving the services we provide to our clients. Where any data or information generated during the course of our services is held within an externally-hosted data storage system, project extranet or similar you shall on request provide to us (or procure from a third party) access to all such data and information.

9. The detailed content of our proposal is the copyright of Arup, is confidential, and may be used by you only for the purposes of considering the proposal. This proposal remains valid for 3 months from the date of the proposal.
10. If you fail to make payment in accordance with the terms of our proposal we may, upon seven days' written notice to you, suspend performance of services until such outstanding amounts are paid in full. We shall have no liability for delay or damage

caused by such suspension.

11. Neither we nor you may assign our rights under this commission and no term of this agreement confers on any third party any benefit or right to enforce any term of this agreement. Unless otherwise agreed, any report is not intended for and should not be relied upon by any third party and no responsibility is undertaken to any third party for it.
12. Our agreement with you shall be subject to English/Scottish/Northern Irish law and any disputes referred to the English/Scottish/Northern Irish Courts.

Payment

13. Time basis rates are subject to review each year on April 1 and will be adjusted in line with salary inflation. Save for any items which are included in the fee (as stated in the proposal) disbursements and expenses will be charged separately at cost. Our fees are net of all taxes, levies, imposts or other duties. Invoices for any lump sum will be submitted in accordance with the schedule referred to in the proposal. Invoices for time basis services will be submitted for payment on a monthly basis, unless otherwise stated in the proposal. Payment is due on presentation of our invoices and final date for payment shall be thirty days thereafter. Interest at the statutory rate will be charged on any overdue amounts.

ARUP

Contact

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