

XAIS-PTS LIMITED STANDARD TERMS OF APPOINTMENT

1. In this Agreement:

   - "XAIS-PTS" means XAIS-PTS Limited (registered in England & Wales under company number 4374737, registered office at Britannia House, 1 Rough Hey Road, Preston, Lancashire, PR2 5AR).
   - "Client" means the client for whom XAIS-PTS is to conduct the Services.
   - "Parties" means XAIS-PTS and the Client together and "Party" shall be construed accordingly.
   - "Services" means the services or any part thereof to be conducted by XAIS-PTS for the Client. "Charges" means the charges to be levied by XAIS-PTS to the Client for the Services.
   - "Intellectual Property" means all drawings, software, reports, specification, bills of quantities, calculations and other documents and information prepared by or on behalf of XAIS-PTS in connection with the Services; "Agreement" means the contract between the Parties evidenced by a written quotation or estimate from XAIS-PTS to the Client, identifying the Services and the Charges and any other relevant matters pertaining to the Services, and incorporating these standard general terms of appointment.

2. References to persons shall include reference to firms, corporations and unincorporated associations and vice-versa; references to statutes shall be taken to include reference to any modification, amendment or re- enactment of the statute in force.

3. Any alteration to the terms of this Agreement shall only be effective if agreed by XAIS-PTS.

4. This Agreement is the entire agreement between the Parties with respect to the Services and, save for a statement made fraudulently, the Parties accept that they are to have no rights or liabilities in respect of pre- contractual statements.

5. A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

6. The benefit of this Agreement may be assigned only with XAIS-PTS's express written consent the giving of which shall be at XAIS-PTS’s absolute discretion.

7. This Agreement shall be governed by and construed in accordance with English Law and be subject to the non-exclusive jurisdiction of the English Courts.

8. XAIS-PTS shall conduct the Services using reasonable skill and care and in doing so shall be entitled to rely on information provided by the Client or on the Client's behalf.

9. The Client shall provide or procure the provision of all necessary safety information, access and assistance to XAIS-PTS in the conducting of the Services and provide free of charge to XAIS-PTS all data, reports, plans, drawings and other information (whether contained in documents) which pertain to the Services.

10. In the event that there is a material alteration in the Services and/or XAIS-PTS are prevented from or delayed in undertaking the Services by reasons beyond their reasonable control, XAIS-PTS shall be entitled to payment by the Client of their reasonable charges caused as a result of such alteration, prevention or delay and such charges will be added to the Charges payable in accordance with this Agreement.

11. Nothing in this Agreement shall restrict XAIS-PTS's liability:
    - to the extent that the Unfair Contract Terms Act 1977 prohibits XAIS-PTS from excluding or restricting such liability for death or personal injury.
    - or for fraud.

12. XAIS-PTS shall not be liable for:
    - any indirect, economic or consequential loss.
    - any loss of profit.
    - loss of use or loss or corruption of data or information.
    - property damage.
    - loss of anticipated savings; or
    - depletion of goodwill, reputation or similar losses. arising from or in connection with this Agreement or the project to which it relates.

13. XAIS-PTS will not be held liable for any delay or failure to fulfil XAIS-PTS's obligations under this Agreement as a result of causes beyond XAIS-PTS's reasonable control or as a result of XAIS-PTS terminating this agreement or suspending the Services pursuant to any term of this Agreement.

14. Where in the course of the Services XAIS-PTS engages any testing laboratory for the analysis of samples or otherwise XAIS-PTS shall engage such testing laboratory as agent for the Client and XAIS-PTS shall not be responsible for any act or omission or breach of duty or failure to perform or negligence by or of such testing laboratory.

15. The Client delegates authority to XAIS-PTS as its agent to appoint third parties (where necessary) on behalf of the Client to provide services (including archaeological investigation services) connected with the project or as necessary for the discharge by XAIS-PTS of the Services. XAIS-PTS shall have no liability for the actions of such third parties.

16. Save as above the total aggregate liability of XAIS-PTS and/or its officers, directors, employees and subcontractors under or in connection with this Agreement whether in contract, tort, breach of statutory duty or otherwise shall be limited to the lower of (i) such sum as XAIS-PTS ought reasonably to pay having regard to its responsibility for the total loss or damage suffered by the Client on the basis that all other consultants, contractors or suppliers whose acts, omissions, services or advices have caused or contributed to the said loss or damage shall be deemed to have paid to the Client such contribution as it would be just and equitable for them to pay having regard only to the extent of their responsibility and ignoring any limitations of liability that may be incorporated into their contracts with the Client or with any other party, (ii) ten times the Charges (iii) one million pounds sterling.

17. The parties agree and acknowledge that the clauses above relating to limitation of liability satisfy the requirement of reasonableness as set out in the Unfair Contract Terms Act 1977 and further satisfy such other equivalent applicable requirement imposed by operation of the project to which this Agreement relates.

18. The limits of liability set out in this Agreement shall continue to bind the Client notwithstanding any termination of this Agreement.

19. The liability of XAIS-PTS and/or its officers, directors, employees and subcontractors under or in connection with this Agreement arising from or in connection with asbestos, pollution or contamination and whether in contract, tort, breach of statutory duty or otherwise, is excluded.

20. XAIS-PTS shall be under no obligation to provide collateral warranties or letters of reliance.

21. All Intellectual Property shall remain vested in XAIS-PTS and XAIS-PTS shall not be liable for the use by any person of Intellectual Property for any purpose other than that for which it was prepared. Provided that all sums due from the Client to XAIS-PTS however arising and whether relating to this Agreement or any other have been paid, XAIS-PTS grants a royalty free license to the Client to use and to reproduce Intellectual Property in connection with the Services.

22. Until all sums due from the Client to XAIS-PTS however arising and whether relating to this Agreement or any other have been paid XAIS-PTS shall be entitled to a line over all of the Client's documents in XAIS-PTS's possession.

23. XAIS-PTS shall be permitted to issue invoices monthly. Any invoice issued by XAIS-PTS further to this Agreement shall be due and owing upon receipt and time shall be of the essence in relation to payment. If an invoice or any balance of an invoice remains outstanding after 30 days from the invoice date the following sums shall be payable in addition at XAIS-PTS 's option:
    - a fixed sum calculated in accordance with s.5A, Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
    - interest from the date of invoice at the rate of 1.5% per month, compounded monthly, both before and after judgment; and
    - the full amount of XAIS-PTS 's administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.

24. The Client shall have no right of set-off in any circumstances and:
    - all sums due to the XAIS-PTS in respect of this Agreement shall be paid in full without deduction save only for any deductions or withholdings required by law; and
    - if any deductions or withholdings are required by law the Client shall pay to XAIS-PTS such further sums as will ensure that the aggregate of the sums paid or payable under this Agreement shall, after deducting all such deductions or withholdings, leave XAIS-PTS with the same amount as it would have been entitled to receive under this Agreement in the absence of any such deductions or withholdings.

25. XAIS-PTS may terminate this Agreement by giving at least 30 days' notice in writing to the Client in which event XAIS-PTS shall be entitled to payment of that proportion of the Charges that relates to the Services performed up to the date of expiry of the notice to terminate.

26. XAIS-PTS may terminate this Agreement or suspend the Services (at its option) with immediate effect if XAIS-PTS's discharge of the Services is prevented or frustrated by any cause beyond XAIS-PTS's reasonable control or in XAIS-PTS's reasonable opinion the health and/or safety of its staff is put at risk and/or as a consequence of adherence to any British Foreign Office recommendation.

27. XAIS-PTS may suspend or terminate this Agreement with immediate effect without notice if the Client is in breach of any part of it or is subject to or instigates insolvency proceedings of any type or if XAIS-PTS reasonably believes that the Client is or will be unable to pay its debts as they fall due. If XAIS-PTS suspends or terminates this Agreement for such a reason the Client will not be entitled to make any claim against XAIS-PTS in respect of such suspension or termination and the Client will remain liable to XAIS-PTS in respect of all sums due.

28. Where a change in VAT liability is to be applied retrospectively, and if requested to do so by the Client (who will be responsible for reimbursing, on demand, XAIS-PTS's reasonable costs) and (after taking account of any sums potentially payable to HMRC on account of claims to recover VAT input tax) a claim for repayment of overpaid tax will overall result in XAIS-PTS recovering a larger sum from HMRC than it is potentially liable to pay HMRC, XAIS-PTS shall submit a claim to HMRC for a refund of VAT charged in respect of the relevant Services already supplied, less additional VAT due to HMRC as a result of the decrease in XAISPTS's input VAT recovery. The amount of VAT refunded to the Client shall be limited to the amount XAIS-PTS receives from HMRC.

29. The Charges do not include any amount arising in respect of VAT (or other applicable taxes), which, if applicable, shall be payable by the Client and added to such Charges at the rate in force at the time that they become due.

30. Any delay, waiver or abrogation by XAIS-PTS in enforcing any aspect of this Agreement will not affect or restrict any of XAIS-PTS's rights under this Agreement.

31. The Client shall indemnify XAIS-PTS against any costs claims liabilities and expenses incurred by XAIS-PTS arising from the transfer of any employees due to operation of law in connection with this Agreement or the Services.

32. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

33. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum

34. modification necessary to make it legal, valid and enforceable.

35. Both parties shall keep confidential and shall not without the other's written consent disclose to any third party, any trade or business secrets or other confidential information supplied by the disclosing party except as shall be necessary for the proper performance of this Agreement or compliance with statutory obligations. The Client shall consult with XAIS-PTS immediately in the event of a request for information under any applicable statutory provision which may affect XAIS-PTS or the subject matter of this Agreement.

36. The Client shall comply with all relevant statutory or other legal obligations in relation to the project to which the Services relate including (where applicable) its duties under the Construction Design and Management Regulations 2015 to allocate adequate resources and provide pre-construction information to consultants and (where applicable) to appoint a Principal Designer.

37. The Client acknowledges that XAIS-PTS is committed to and operates a business management system, which incorporates environmental management processes and procedures in compliance with the requirements of ISO 14001.

38. The Client shall:
    - comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements") together with XAIS-PTS's Ethics, Anti-bribery and Anti-corruption Policies any relevant industry code on anti-bribery, in each case as the XAIS-PTS or the relevant industry body may update them from time to time ("Relevant Policies").
    - not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been conducted in the UK.
    - have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies, and will enforce them where appropriate.
    - promptly report to the XAIS-PTS any request or demand for any undue financial or other advantage of any kind received by the Client either from XAIS-PTS or otherwise in connection with the performance of this Agreement or the project to which it relates and immediately notify XAIS-PTS (in writing) if a public official in any jurisdiction becomes an officer or employee of the Client or acquires a direct or indirect interest in the Client (and the Client warrants that it has no public officials in any jurisdiction as officers, employees or direct or indirect owners at the date of the Agreement).

39. Breach of clause 37 above shall be deemed a material breach of this Agreement.

40. In the event the Services continue for more than 12 months, the Charges shall be subject to an increase-only annual adjustment on each anniversary of the commencement of the Agreement in accordance with the Average Weekly Earnings index as published by the Office for National Statistics.