



Integrated Skills
Specialists in Environmental Management



Standard Conditions of Business

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ANNEX

1. Definitions and Interpretation

1.1 In these terms and conditions (“the Conditions”), headings have been included for convenience only and shall not affect the construction or interpretation of the Contract. References to the masculine shall be deemed to include the feminine and vice-versa where the context so requires. Words imparting the singular also include the plural, and words imparting individuals shall also be treated as imparting bodies corporate and vice-versa where the context so requires. Expressions referring to writing shall, unless a contrary intention appears, be construed as including references to print, lithography, photography and other modes of representing or reproducing words in a visible form.

1.2 In these Conditions, the following words and phrases shall have the following meanings:-

- (a) **"ISL"** means Integrated Skills Limited (registered in England and Wales, number 2849999);
- (b) **"Client"** means the contracting party for whom Services are performed by ISL (as identified in the Proposal and no other person);
- (c) **"Contract"** means the contract between the Client and ISL for performing Services (comprising the Conditions, the Proposal and the Letter of Acceptance);
- (d) **"Letter of Acceptance"** means the formal acceptance of the Proposal by the Client incorporating any adjustments or variations as may be agreed between the Client and ISL;
- (e) **"Proposal"** means the document or documents, expressly identified by ISL as such and signed by an ISL Director in which ISL offers to carry out Services for the Client;
- (f) **"Price"** means the price for the Services as stated in the Annex hereto or, where applicable, determined under Clause 6;
- (g) **"Services"** means any work performed by ISL for the Client under the Contract;
- (h) **"Relevant Site"** means any site upon which the Services may be conducted or in relation to which the Services may be performed;
- (i) **"Relevant Authority"** means that authority having the statutory powers to determine the regulations pertaining to the Relevant Site;
- (j) **"Applicable Laws"** means those laws governing the actions of the Relevant Authority.

1.3 In the event of any inconsistency between the Conditions and the Proposal, the Proposal shall prevail.

2. Warranty

2.1 ISL represents and warrants to the Client that the Services will be performed in a professional manner and using reasonable skill and care.

2.2 Save as expressly provided in Clause 2.1, no representation, warranty, condition or other term expressed or implied as to the quality or nature of the Services is given or accepted by ISL and all such representations, warranties, conditions and other terms are excluded to the fullest extent permitted by law.

3. Scope of Contract

- 3.1 In the event that ISL at any time considers that a material change to the nature or extent of the Services is required or advisable, it shall notify the Client of such change and ISL and the Client shall enter into negotiations in good faith concerning any such change. No such change shall be made without the Client's consent, such consent not to be unreasonably withheld.
- 3.2 Where the precise nature or extent of the Services has not been specified in the Proposal (for example, where full specification of later stages is dependent on information to be obtained in earlier stages), ISL shall determine such matters, subject to consultation with the Client where appropriate.
- 3.3 Unless the Proposal expressly states otherwise, and notwithstanding any provision to the contrary in these Conditions, any advice, assessment, investigation and/or remediation shall not be required to exceed the actual requirements and practice of the Relevant Authority under Applicable Laws as at the date of the Contract in relation to the Services at the Relevant Site or, where such requirements are not known at that time, ISL's reasonable estimate of what such requirements would actually be. ISL shall not be obliged to take into account factors which might require compliance with any different or more demanding standards (including, without limitation, factors such as planning, market value or public perception), unless they are expressly stated in the Proposal.
- 3.4 ISL intends to employ the methods, procedures, techniques, personnel and sources of information set out in the Proposal, but reserves the right to vary such matters, subject to consultation with the Client where appropriate.
- 3.5 Except to the extent that the Proposal expressly states otherwise, all references to the amount of time that will be expended in carrying out the Services and the date by which all or any part of the Services will be complete are estimates only.

4. Insurance

- 4.1 ISL has in place and undertakes to maintain insurance cover (to the extent available to ISL at commercially reasonable rates) in respect of employer's liability, public liability and professional indemnity in such amounts as it considers appropriate.

5. Confidentiality

- 5.1 All documents, information and advice provided by ISL or its agents or sub-contractors in the course of the Services and all confidential information concerning the Client or any of the Client's activities or any Relevant Site acquired during the performance of the Services shall be treated by ISL as confidential and shall not be disclosed to any third party (other than ISL's professional advisers) unless:-
 - (a) the Client gives its prior written consent; or
 - (b) ISL is required by law or by any regulatory authority to make the disclosure; or
 - (c) the document or information or advice enters the public domain.

The obligation in this Clause 5.1 is without limit in time and survives termination or expiry of the main provisions of the Contract.

- 5.2 ISL may disclose the fact that it has provided the Services to the Client for marketing or promotional purposes. Such references shall not include confidential material.

6. Payment

- 6.1 The Client agrees to pay the Price to ISL for the Services, plus Value Added Tax if applicable.
- 6.2 Invoices are payable within 30 days of their receipt by the Client. Unless otherwise agreed in writing, ISL may issue invoices monthly for Services performed in the previous month.
- 6.3 ISL shall be entitled to charge interest on any amounts overdue at the rate of 4 per cent. over the applicable annual base rate of Barclays Bank plc.
- 6.4 ISL may, upon giving 14 days notice to the Client at any time after any amount shall become overdue, suspend the provision of Services without incurring any liability until such time as ISL receives the overdue amount.
- 6.5 Where the Services are to be provided on a time and expenses basis:-
- (a) time incurred in providing the Services (including travelling time) shall be charged on an hourly basis, unless otherwise agreed;
 - (b) the hourly charge shall be as stated in the Proposal;
 - (c) expenses incurred in providing the Services shall be charged on the basis of actual cost to ISL and subject to the addition of a handling and administration charge as stated in the Proposal, such expenses to include (but not be limited to) travel accommodation and living expenses of ISL personnel when away from their normal place of work; professional, technical, construction and other sub-contractors, agents and suppliers; graphic design, typesetting and artwork; printing and reproduction costs, information technology and computer costs; couriers and postage; drafting and stenographic suppliers; and expendable materials and supplies, tools and equipment including temporary facilities purchased by or made available to ISL specifically for the provision of the Services;
 - (d) telecommunications, telephone, telex and facsimile costs will be charged in the final invoice for the Services on the following basis:-
 - (i) for Services provided exclusively within the United Kingdom, 2 per cent. of the aggregate of all time costs included in the final invoice or any previous invoice in relation to the Services; and
 - (ii) for any other Services, 5 per cent. of the aggregate of all time costs included in the final invoice or any previous invoice in relation to the Services, or such other percentage rate as ISL may reasonably apply.

7. Liability

- 7.1 The aggregate liability of ISL in connection with the Services in respect of all claims on any ground whatsoever (whether under the Contract or in negligence or under any other law) including in respect of the Client's costs and expenses in making and enforcing any claim against ISL shall in no circumstances exceed the lower of: a multiple of five times the Price or £250,000 (Two Hundred and Fifty Thousand Pounds Sterling).
- 7.2 Any liability of ISL in respect of the Services (whether under the Contract or in negligence or under any other law) shall cease upon the expiry of three years from the date of the final invoice for the Services, save in respect of any claim notified in detail to ISL in writing prior to the expiry of such period, provided that the liability of ISL shall absolutely determine if legal

proceedings in respect of any such claim shall not have been commenced by the Client against ISL within 12 months after notification of the claim by the Client to ISL.

- 7.3 ISL shall not be liable on any ground whatsoever (whether under the Contract or in negligence or under any other law) for any indirect, consequential or economic loss (including loss of profits).
- 7.4 The Client acknowledges that the proper performance by ISL of boring, drilling, excavation or other underground or remote works may directly or indirectly result in the release of hazardous materials or waste or other materials and/or damage to machinery, plant, structures or other things at the Relevant Site, in particular where the existence, extent, nature or location of the relevant hazardous materials or waste or other relevant matters are not known to ISL at the relevant time and have not been notified to ISL by the Client. Subject to compliance by ISL with its obligations under Clause 2.1, the Client acknowledges that ISL shall have no liability in respect of any such release or damage or the direct or indirect consequences of it and agrees to indemnify and hold harmless ISL, its employees, sub-contractors and agents against any liability in respect of any loss, damage, expense or claim by any person which directly or indirectly results from any such matter.
- 7.5 Subject to compliance by ISL with its obligations under Clause 2.1, the Client acknowledges that ISL shall assume the correctness and completeness of, and shall have no liability in respect of any inaccuracy, defect or omission in, any information or materials provided by the Client or any other person to ISL or its employees, sub-contractors or agents in the course of the provision by ISL of the Services. The Client shall indemnify and hold harmless ISL, its employees, sub-contractors and agents in respect of any loss, damage, expense or claim by any person which directly or indirectly results from any such inaccuracy, defect or omission.
- 7.6 The provisions of Clause 7.1 to Clause 7.5 are determined by reference to the Price, the financial resources of ISL, the nature and extent of the Services and the availability of professional indemnity insurance on reasonable commercial terms. The Client acknowledges that these provisions satisfy the “requirement of reasonableness” contained in the Unfair Contract Terms Act 1977.
- 7.7 Clauses 7.1 to 7.5 shall not apply to liability for death or personal injury resulting from ISL’s negligence or to the extent that they are contrary to or are excluded by applicable law.
- 7.8 All documents, information and advice provided by ISL, its employees, sub-contractors and agents are provided to the Client only for use by the Client and only for the purpose stated in the Proposal or, if not stated, the purpose for which they were prepared or provided by ISL. No liability is accepted by ISL to the Client in respect of any other use by the Client of such documents, information or advice or to any other person who may have or may claim to have relied on them for any use or to have suffered loss or damage in any way relating to any of them. The Client shall indemnify and hold harmless ISL, its employees, sub-contractors and agents in respect of any such claim.
- 7.9 Copyright and all other rights in reports, documents, information or materials prepared by ISL, its employees, sub-contractors or agents in connection with the performance of the Services for the Client shall remain the property of ISL. ISL grants to the Client a personal, non-transferable and non-sub-licensable licence to use the reports, documents information or materials provided by ISL to the Client for the purpose referred to in Clause 7.8. No licence is granted to any other person.

8. Termination of Contract

- 8.1 The Contract may be terminated forthwith in writing by the Client or ISL in the event of:-

- (a) material failure by the other party to fulfil its obligations under the Contract and failure to remedy such breach (if capable of remedy) within fourteen days of notice to do so, such notice to contain a warning of intention to terminate; or
 - (b) a petition being presented or meeting convened for the purpose of winding-up the other party, the other party becoming the subject of an administration order or entering into liquidation (whether compulsorily or voluntarily) or the other party compounding with its creditors generally or having an administrator, receiver, or administrative receiver appointed over all or any part of its assets; or
 - (c) Force Majeure which is not resolved as provided for in Condition 9 within 60 days; or
 - (d) any failure to agree within 60 days any change requested under Clause 3.1.
- 8.2 The Contract may be terminated by the Client giving to ISL not less than 60 days notice in writing of intention to terminate.
- 8.3 A final invoice will be calculated on the 1st of the month following the effective date of termination. Where the Contract is for a fixed Price, the Price shall be replaced for these purposes (except where termination is due to breach of the Contract by the Client) by a charge calculated on the basis set out in Clause 6.5, such charge to be less than the fixed Price. The Client shall indemnify and hold harmless ISL from any liabilities to any agents, sub-contractors or other third parties arising out of termination (except where termination is due to breach of the Contract by ISL).
- 8.4 The amount of the final invoice calculated under Clause 8.3 shall be increased by 20 per cent. (except where termination is due to breach of the Contract by ISL) in order to compensate ISL for additional losses and expenses resulting from the termination.

9. Force Majeure

- 9.1 Where circumstances beyond the reasonable control of ISL result in any interruption or suspension of the Services by ISL or failure by ISL to carry out the Services in accordance with the Contract (“Force Majeure”) ISL shall have no liability to the Client in respect of such interruption, suspension or failure. The Client will be informed as soon as reasonably possible of any circumstances that in the opinion of ISL constitute Force Majeure.
- 9.2 Force Majeure includes, but is not limited to:
- (a) the Client not providing appropriate facilities, access or information or providing inaccurate information;
 - (b) physical or geological conditions or the presence of hazardous materials or waste of a nature or in locations, quantities, concentrations or conditions which could not reasonably have been expected by ISL, subject to compliance by ISL with Clause 2.1;
 - (c) fire or storm or tempest;
 - (d) unavailability of labour, materials or services;
 - (e) process shutdown;
 - (f) acts of God or the public enemy;
 - (g) kidnapping or hijacking or terrorism or riot or civil commotion or war;

- (h) strikes or labour disputes or industrial action;
- (i) future changes in applicable law, standards or the practice or requirements of any governmental or other official agency;
- (j) industrial accident.

9.3 In the event of Force Majeure, the Client and ISL shall enter into negotiations in good faith with a view to resolving the Force Majeure including, where appropriate, amending the Contract in a manner acceptable to both parties.

10. Client Responsibility

10.1 The Client shall provide all reasonable assistance required by ISL in relation to the provision of the Services including (but not limited to) any such assistance as is provided for in the Proposal. In particular, the Client will provide or procure:-

- (a) the necessary authorised access to the Relevant Site and all facilities and assistance reasonably requested by ISL;
- (b) secure parking, office and storage space and all other facilities reasonably required from the Client by ISL;
- (c) all information in the Client's possession as to the existence, extent, nature and location of underground utilities and any other matters at the Relevant Site which might affect or be affected by the performance by ISL of the Services; and
- (d) all other information in the Client's possession reasonably requested or required by ISL.

10.2 The Client acknowledges that, where ISL or its employees, agents or sub-contractors keep, handle, transport or dispose of any hazardous material or waste in the course of providing the Services, they do so as agent for the Client. The Client shall be deemed to be the producer of and the person responsible under applicable law in respect of such hazardous materials or waste and shall execute all documents and do all such other things as may be necessary to ensure that the Client is recognised by the Relevant Authority as the producer and responsible person for these purposes. Where ISL so requires, the Client shall contract directly with the relevant persons involved in the keeping, transporting, handling or disposal of such hazardous materials or waste in relation to the provision of the Services. The Client shall indemnify and hold harmless ISL, its employees, sub-contractors and agents in respect of any loss, damage, expense or claim by any person which directly or indirectly results from the handling, transport or disposal of hazardous material or waste in connection with the Services.

11. Disputes

11.1 If any dispute shall arise between the Client and ISL concerning the meaning or effect of these Conditions or of the Contract, or any claim shall be made by one party against the other under this Contract, then if the same cannot be settled amicably within 30 days of the dispute or difference being communicated in writing it shall be referred to arbitration in London by a single arbitrator to be agreed by the parties within 15 days of the expiry of the 30 day period referred to or in default of agreement within that period to be appointed by the President for the time being of the Law Society in London provided that this Clause 11 shall not prevent ISL from seeking immediate relief (such as injunctions or other interim measures) from the English courts or other courts of competent jurisdiction. The costs of any such arbitration shall be

awarded at the discretion of the arbitrator and the arbitrator shall decide the procedure of the arbitration. The final decision of the arbitrator shall be binding on the Client and ISL.

- 11.2 The Client irrevocably consents to the exclusive jurisdiction of the arbitrator referred to in Clause 11.1 in relation to all matters arising out of the Contract.

12. Notices

- 12.1 Any notice or communication to be given under the Contract or these Conditions shall be in writing and sent by facsimile transmission or forwarded by first class prepaid post to the receiving party at its business address or facsimile transmission number as last notified in writing to the other party for the purpose of this Clause 12. The sender shall request an acknowledgement of receipt of its communication. In any event, the sender shall take all the necessary measures to ensure receipt of the communication.

13. Governing Law

- 13.1 Unless otherwise agreed in writing between the parties, the Contract shall be subject to and construed and interpreted in accordance with English Law.

14. Miscellaneous

- 14.1 The Conditions, the Proposal and the Letter of Acceptance together constitute the entire agreement between the parties in relation to the provision of the Services and supersede and extinguish any prior drafts, agreements, undertakings, representations and arrangements of any nature whatsoever, whether or not in writing.
- 14.2 The Contract may not be varied, unless such variation is expressly permitted under the Conditions or is expressly agreed in writing by a duly authorised representative of each of the parties.
- 14.3 If any provision of the Contract shall become or shall be declared by an arbitrator or by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provisions, all of which shall remain in full force and effect.
- 14.4 A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract. This Clause does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

ANNEX
CONTRACT INFORMATION

Project Title

Insert the Project Title (if any).

Description of the Services

Insert a summary description of the Services to be performed by ISL.

Client Responsibilities

Insert details of any facilities / resources to be provided or tasks to be undertaken by the Client.

Deliverables

Insert brief details of the deliverables due under the Contract.

Duration

The Services shall be deemed to have commenced on [insert date] and shall be completed no later than [insert date].

Client Representative

Insert name and contact details of the Client's Representative for the purposes of the Contract.

ISL Representative

Insert name and contact details of ISL's Representative for the purposes of the Contract.

Price

Insert (in figures and in words) the total Price for undertaking the Services and, to the extent appropriate or required, a breakdown thereof.

Invoicing and Payment

Insert a description of the arrangements for invoicing and payment for the Services.