

RSL'S STANDARD TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 Unless otherwise stated in these terms and conditions, these words shall carry the following meanings:

Agreement	means the Fee Proposal, as agreed or instructed by the Client and these terms and conditions.
Client	means the person designated as such in the Fee Proposal.
Documents	means designs, drawings, details, calculations, specifications, plans and any other documents produced by or on behalf of RSL for the purposes of the Agreement.
Fee Proposal	means the Fee Proposal submitted by RSL and any schedules and any written addendums or amendments to it.
Intellectual Property Rights	means patents; rights to inventions; copyright and any related rights; trademarks; trade names and domain names; rights in get-up; rights in goodwill or to sue for passing off; unfair competition rights; rights in designs; rights in computer software; database rights; topography rights; rights in confidential information (including know-how and trade secrets) and any other intellectual property rights; in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Memorandum of Agreement	means the Memorandum of Agreement included in the Fee Proposal.
Project	means the project described in the Fee Proposal.
RSL	means Randle Siddeley Limited (company number 1886586), and its successors in title and assignees.
Services	means the services as set out in the Fee Proposal, those services required for each of the Work Stages and any additional services requested by the Client.
Work Stages	means the work stages referred to in the Fee Proposal.

1.2 Clause headings do not form part of the Agreement and for ease of reference only.

1.3 A reference to any statute, statutory instrument or other legislation is to such legislation as amended in force from time to time.

2.0 RSL'S OBLIGATIONS AND STANDARD OF CARE

2.1 RSL shall perform the Services in accordance with the Agreement.

2.2 In performing the Services RSL shall use all the skill and care and diligence reasonably to be expected of an appropriately qualified and experienced consultant undertaking similar duties in relation to projects similar in scale and character to the Project.

2.3 Subject to matters beyond RSL's control, performance by the Client of its obligations and the standard of care at clause 2.2, RSL shall perform the Services in accordance with the programme, if any, appended to the Fee Proposal and any changes thereto agreed with RSL from time to time.

2.4 Where applicable to the Project, RSL shall comply with any duties imposed on it by the Construction (Design and Management) Regulations 2015.

3.0 CLIENT OBLIGATIONS

3.1 The Client shall pay RSL for the performance of the Services the fees, costs and reimbursable expenses (including any upward fee revisions and the applicable management fee) specified in the relevant schedule appended to the Fee Proposal by instalments to be agreed with the Client.

3.2 Payment to RSL shall become due for payment 7 days after submission of an invoice by RSL ('due date') and the final date for payment shall be 21 days after the due date ('final date for payment'). Invoices shall be submitted periodically or as specified in the Fee Proposal where applicable. Interest shall be added to any amounts remaining unpaid that were due under the Agreement as at the final date for payment and shall be calculated at the rate of 8% above the base rate set by the Bank of England from time to time. The parties agree that the foregoing does constitute a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

3.3 The Client shall, not later than 5 days after the due date, give notice specifying the amount (if any) of the payment made or proposed to be made and the basis on which that amount was calculated.

3.4 The Client may not withhold any payment after the final date for payment of any sum due to RSL unless the Client gives, not later than 5 days before the final date for payment, a notice specifying the amount proposed to be withheld and the ground for withholding payment or if there is more than one ground each ground and the amount attributable to it. The notice referred to in clause 3.3 shall suffice as a notice of intention to withhold payment if it complies with the requirements of this clause 3.4. If no notice is given complying with this clause 3.4, payment shall be made in accordance with RSL's applicable invoice under clause 3.2.

3.5 All sums due to RSL are exclusive of value added tax the amount of which (if any) shall be paid by the Client to RSL at

the rate and in the manner prescribed by law. All sums due to RSL are also exclusive of any withholding tax or any other applicable taxes that may apply in the country where the Project or the Client is based and the Client shall indemnify RSL in respect of any liability for such taxes.

- 3.6 The Client shall as the programme and progress and needs of the Project require (i) provide RSL with all information; documents and data relevant to the Project and the Services and (ii) provide RSL any necessary instructions, decisions, consents or approvals and (iii) ensure that others engaged by the Client for the Project liaise and co-operate with RSL and co-ordinate their work and services as necessary with RSL's Services. RSL shall not be liable for the consequences of any delays to the Services arising from any failure by the Client to comply with this obligation.

4.0 WORK STAGES

- 4.1 RSL shall carry out the Services in accordance with the Work Stages.

- 4.2 Upon completion of the Services in a Work Stage, RSL shall notify the Client of such completion and RSL shall not be obliged to commence the Services in the next Work Stage unless and until:

- the Client instructs RSL in writing to commence the Services in the next Work Stage;
- RSL has been paid for the Services provided in the completed Work Stage; and
- the Client has paid RSL a deposit of 50% of the fees and reimbursable expenses specified in the Fee Proposal as being attributable to the next Work Stage. For the avoidance of doubt, RSL shall be entitled to waive this requirement by giving written notice to the Client.

- 4.3 RSL shall not be liable for any losses incurred or suffered by the Client as a result of the Services being delayed as a result of the Client failing to comply with the requirements under clause 4.2.

5.0 ADDITIONAL SERVICES

- 5.1 If RSL is of the opinion that it is required or instructed to carry out services additional to the Services, RSL shall notify the Client in writing identifying such services, the reasons why such services are considered to be additional to the Services, whether and how such services are programme critical and supply a fee quotation in respect thereof. The Client shall respond with instructions as promptly as reasonably practicable in the circumstances regarding the status of such services and the Consultant shall proceed accordingly.

- 5.2 If the Client does not agree the works in question are services additional to the Services or cannot agree the fee, RSL shall proceed with such services only if so instructed in writing by the Client and the dispute shall be resolved under the terms of the Agreement. In the event that the fee cannot be agreed, but the Client instructs RSL to proceed, the Client shall be liable to pay a fair and reasonable fee for such additional services taking into account any rates that may be specified in the relevant schedule appended to the Fee Proposal. Once

instructed any additional services become part of the Services and additional payment shall be made by the Client in accordance with the Agreement.

- 5.3 Where RSL is instructed by the Client to carry out additional services which are specifically stated in the Fee Proposal to be excluded from the Services but which are required in order to complete a Work Stage, the Client shall reimburse RSL for all costs incurred by RSL in providing such additional services which were originally excluded.

6.0 INTELLECTUAL PROPERTY AND COPYRIGHT

- 6.1 All Intellectual Property Rights developed and/or created by or on behalf of RSL in performing the Services or otherwise in connection with the Project (whether before or after the date of the Agreement) shall remain vested in RSL.

- 6.2 Subject to all sums due and payable under the Agreement to RSL having been paid, RSL grants to the Client an irrevocable, non-exclusive licence to use and reproduce any of the Documents only for the purposes of the Project, including the construction, advertisement, letting, sale, maintenance, repair, or reinstatement of the Project. The Client shall be entitled, but only for the purposes of the Project, to grant to its authorised representatives sub-licenses in the terms of this license. RSL shall not be liable for use of the Documents other than to the Client and for the purpose and use for which they were originally prepared.

- 6.3 It shall be a condition of the Client's use of the Documents that the Client identifies RSL as the author of the Documents pursuant to the Copyright, Designs and Patents Act 1988.

- 6.4 RSL warrants to the Client that, to the best of its knowledge, the use of the Documents for the purposes of the Project will not infringe the rights of any third party.

- 6.5 Unless otherwise stated in the Fee Proposal, RSL will provide the Client with 1 copy of all relevant Documents. Further copies will be provided on written request by the Client and by making such request the Client undertakes to pay RSL the cost of copying (at a reasonable commercial rate) and of delivery.

7.0 PUBLICITY AND CONFIDENTIALITY

- 7.1 For the purpose of and in connection with the Project, information relating to the Project or concerning the business of the Client will be communicated to RSL which may be of a confidential nature. RSL shall not and shall procure that its employees do not make any unauthorised disclosure or improper use of any confidential information that is indicated to be confidential by the Client at the time it is disclosed to RSL.

- 7.2 RSL may take a photographic record of the Project and shall be entitled to publish such photographs for use in RSL's marketing, publications and social media feeds.

8.0 LIABILITY AND PROFESSIONAL INDEMNITY INSURANCE

- 8.1 No action or proceedings under or in connection with the Agreement whether in contract or in tort or in negligence or for breach of statutory duty or otherwise shall be commenced

against RSL after the expiry of 6 years from the date of completion of the Services.

8.2 RSL's liability under or in connection with the Agreement whether in contract or in tort or in negligence or for breach of statutory duty or otherwise shall be limited to £1,000,000 in the aggregate in respect of the Project.

8.3 RSL shall effect and maintain professional indemnity insurance for the duration of the Agreement and for a period of 6 years from the date of completion of the Services with a limit of not less than £1,000,000 for each claim provided that such insurance is available in the market at reasonable commercial rates. In the event that such insurances is not so available RSL will immediately notify the Client and the parties shall use all reasonable endeavours to address appropriately the changes in circumstances.

8.4 RSL shall provide evidence of maintenance of the above insurance to the Client within 5 days of receipt of a written request from the Client.

9.0 TERMINATION AND SUSPENSION

9.1 The Client may terminate performance of the Agreement:

9.1.1 at any time, on written notice to RSL which shall take effect on expiry of 60 days from receipt by RSL or;

9.1.2 in the event of a material breach of the Agreement by RSL with effect from the date of receipt by RSL of the final notice where and provided that a written notice specifying a material breach has been given and it has not been substantially cured within 14 days of receipt of that notice by RSL and a final written notice has been given on expiry of that period; or

9.1.3 in the event of the insolvency of RSL on written notice effective immediately on receipt by RSL.

9.2 RSL may terminate performance of the Agreement:

9.2.1 in the event of a material breach of the Agreement (which, for the avoidance of doubt, shall include but not be limited to failure by the Client to pay by the final date for payment the amount due to RSL in accordance with clause 3.2) by the Client with effect from the date of receipt by the Client of the final notice where and provided that a written notice specifying a material breach has been given and it has not been substantially cured within 14 days of receipt of that notice by the Client and a final written notice has been given on expiry of that period;

9.2.2 or in the event of a material breach of the Agreement by the Client by 14 days notice provided that the breach has not been substantially cured within that notice period and in the event of suspension RSL shall resume its services immediately on cure of the breach;

9.2.3 or in the event of the insolvency of the Client on immediate written notice

9.2.4 at any time, on written notice to the Client which shall take effect on expiry of 6 months from receipt by the Client.

9.3 RSL may suspend the whole or part of performance of the Services in the event of a breach of the Agreement by the Client with effect from the expiry of 7 days from receipt by the

Client of a written notice from RSL provided that the breach has not been cured within that notice period. RSL shall resume performance of the Services as soon as reasonably practicable after cure of the notified breach and direct costs resulting from the suspension and/or resumption of the whole or part of the Services shall be valued and paid as additional services.

9.4 In the Agreement "insolvency" shall mean either party becoming bankrupt going into liquidation (either voluntary or compulsory except as part of a bona fide scheme of reconstruction or amalgamation) being dissolved compounding with its creditors or having a receiver administrative receiver or administrator appointed over the whole or part of its assets.

9.5 In the event of any termination the Client shall pay RSL a fair and reasonable amount on account of the fees due under the Agreement commensurate with the Services performed to the date of such termination and any outstanding reimbursable expenses. In addition, where the termination is for the Client's convenience and not under clause 9.1.2 or 9.1.3 the Client shall pay to RSL all fees for work completed to the date of suspension plus a demobilization fee equal to one (1) weeks projected income from the Project.

9.6 Termination of the Agreement shall not prejudice or affect the accrued rights or claims of either party.

10.0 DISPUTES

10.1 Subject to clause 10.2, the Client and RSL shall use reasonable endeavours to settle any disputes under or in connection with the Agreement by negotiation.

10.2 Where the Housing Grants, Construction and Regeneration Act 1996 (as amended) applies to the Agreement, either the Client or RSL may refer at any time any dispute arising under the Agreement to adjudication in accordance with the Scheme for Construction Contracts.

10.3 Subject to clause 10.2, RSL the English courts shall have jurisdiction over any dispute or difference between the parties which arises out of or in connection with the Agreement.

11.0 NOTICES

11.1 Any communication and/or notice shall be in writing and may be given by hand delivery, or by fax, or first class post, or subject to clause 11.2 by email, to the Client or RSL at the respective addresses stated in the Fee Proposal (which may be amended by written notice each to the other)

11.2 Communications and/or notices may be made by electronic mail if the Client and RSL:

- agree in writing that, unless notified to the contrary, this is to be an accepted form of communication;

- notify each other in writing of their respective designated representatives' electronic mail addresses and/or other information required to enable the sending and receipt of information by that means; and

- notify each other immediately of any change to their respective email addresses or any other information supplied by them.
- 11.3 Any communication and/or notice delivered by hand shall take effect on delivery; any communication and/or notice sent by fax or (subject to clause 11.2) electronic mail shall take effect only when actually received in readable form by the Client or RSL as the case may be; any communication and/or notice sent by first class post shall be deemed to have been received 2 days after posting if within UK or 5 days after posting by airmail if out of the UK; (in all cases, if delivered, received, or deemed received on a Saturday, Sunday or public holiday, the relevant notice shall take effect on the next working day.

12.0 GENERAL

- 12.1 As part of the Services, RSL may prepare or be requested to prepare an 'opinion of likely cost of construction' ('OLCC'). Any OLCC prepared by RSL will be based on standard landscape architectural practice. The Client acknowledges that RSL has no control over the pricing in the marketplace and that RSL does not warrant or guarantee that the OLCC will be obtainable at the time of bidding. Any re-design services to lower the Project cost shall constitute additional services and shall be subject to additional payment in accordance with the Agreement.
- 12.2 The Client may assign the benefit of the Agreement by way of security to an entity providing substantial financing for the Project without the consent of RSL. Any assignment shall take effect on written notice given to the RSL. Any other assignment by the Client is subject to the prior written consent of RSL.
- 12.3 RSL shall be entitled to assign the benefit of the Agreement without the prior written consent of the Client.
- 12.4 Nothing in the Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 12.5 In the event of any conflict or ambiguity between the Fee Proposal and these terms and conditions, the Fee Proposal shall prevail.
- 12.6 If any provision of the Agreement is held by a court or other relevant tribunal to be invalid or unenforceable it shall be severable and shall be omitted from the Agreement to the extent necessary to prevent such invalidity or unenforceability and the remaining provisions shall continue to have full effect.
- 12.7 The Agreement constitutes the entire agreement between the Client and RSL. Any amendments to the Agreement shall be made in writing and signed by the Client and RSL.
- 12.8 The Agreement and any amendments to it may be executed in two or more counterparts which together shall constitute one agreement.

12.9 The Agreement shall take effect on the date the Memorandum of Agreement is executed by both parties.

12.10 Where the Client requires RSL to enter into a bespoke form of appointment, these terms and conditions shall apply until such bespoke form of appointment has been formally agreed and executed and the Client shall be responsible for RSL's costs incurred in negotiating and finalising the form of bespoke appointment.

13.0 GOVERNING LAW

13.1 The Agreement is governed by English law. Each party submits to the exclusive jurisdiction of the Courts of England and Wales.