# Terms of Engagement

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean The Environment Partnership (TEP) Limited (Company Registration No. 07745159). We and you are each a **Party** to these Terms, and together, the **Parties**.

These Terms form our contract with you and sets out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

*These Terms were last updated on 14 October 2026.*

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## 1. Engagement and Term

1.1 These Terms apply from the Commencement Date until the date that is the earlier of:

(a) the date set out in the Proposal;

(b) the date the Services are completed (as reasonably determined by us); or

(c) the date on which these Terms are terminated,

(**Term**)

## 2. Services

2.1 In consideration of your payment of the Fees, we will provide the Services in accordance with these Terms, whether ourselves or through our Personnel.

2.2 You acknowledge and agree that any information, advice, material or work provided by us as part of the Services does not constitute legal or risk management advice.

2.3 All variations to the Services and/or the Fees must be agreed in writing between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of the Services or our obligations under these Terms, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.

2.4 If we fail to comply with our obligations under clause 3.2, you acknowledge and agree that we shall re-perform the affected Services within a reasonable time at no

additional charge to you, which shall be your sole remedy. For the avoidance of doubt, no claim may be made for damages, remediation costs, regulatory fines, or third-party losses. This obligation to re-perform does not apply where the defect results from inaccurate or incomplete information provided by you.

## 3. Obligations

3.1 You agree to (and to the extent applicable, ensure that your Personnel agree to):

(a) comply with these Terms, all applicable Laws, and our reasonable requests;

(b) appoint a representative who shall have full authority to act on your behalf in respect of all matters relating to the Terms. You further agree to notify us of such representative and any changes to the representative;

(c) provide us (and our Personnel) with access to your premises (and its facilities) and any other premises as is reasonably necessary for us to provide the Services, free from harm or risk to health or safety at the times and on the dates reasonably requested by us or as agreed between the Parties;

(d) disclose to us any circumstances you are aware of (or ought to reasonably be aware of), which may impact on our ability to perform the Services, including (without limitation):

i. known access issues to the Site; and

ii. dangers on the Site including (without limitation) shooting, subsidence, mine shafts and unsafe structures, livestock, polluted waters, chemical toxicity, and dangerous substances;

(e) ensure that all necessary consents, permissions and approvals (including from any tenant, occupier or third party with an interest in the relevant Site) have been obtained prior to us attending any Site;

(f) provide us, with all documentation, information, materials, and instructions necessary for us to provide the Services (**the Documents**) as soon as reasonably practicable following us providing you with a written request for the Documents, and in such a manner so as not to delay or disrupt:

i. the performance of the Services by us; and/or

ii. any mutually agreed timeframe or programme by the parties;

(g) ensure the Documents supplied pursuant to clause 3.1(f) are complete and accurate in all aspects; and

(h) not (or not attempt to) disclose, or provide access to, the Services to third parties without our prior written consent.

3.2 We agree to (and to the extent applicable, ensure that our Personnel) exercise reasonable skill and care expected of a skilled and experienced consultant in the circumstances when providing the Services.

## 4. Timeframe

4.1 The Parties agree and acknowledge:

(a) we will use reasonable endeavours to perform the Services in accordance with the timeframe agreed between the Parties (as specified in the Proposal) and any subsequent programmes or timeframes agreed between the Parties;

(b) notwithstanding clause 4.1(a), our ability to supply the Services may be impacted or affected by circumstances outside of our control, including (without limitation), your failure to supply the Documents in accordance with clause 3.1, inclement weather, restricted access to the Site (including by Site owners, tenants and/or third parties), and environmental variables (such as seasonality or the migration and dispersion of species);

(c) where our supply of the Services is impacted and/or delayed due to circumstances outside of our control, we shall be entitled to an extension to any agreed programme or timeframe; and

(d) we shall notify you in writing as soon as reasonably practicable upon becoming aware of any delays.

## 5. Payment and Fees

5.1 In consideration for us providing the Services, you agree to pay all amounts due under these Terms in accordance with the Payment Terms.

5.2 We will invoice you for any Expenses we incur, and you agree to reimburse us using the payment method and by the payment due date set out in our invoice.

5.3 The Payment Terms are as follows:

(a) we will issue invoices to you in accordance with the Proposal; and

(b) you must pay us the Fees and all other amounts due and payable, using the payment method set out in our invoice, within 30 days from the date of our invoice or as otherwise agreed between the Parties.

5.4 Payment of the Fees and all other amounts due and payable shall be made by you in full without deduction or set-off unless otherwise agreed in writing.

5.5 If (where applicable), any sum due under these Terms is not paid in full by the final date for payment and no effective pay less notice has been given, we may suspend performance of any or all of our obligations under these Terms. The right to suspend may not be exercised without first giving you at least 7 days' notice in writing of our intention to suspend performance, stating the ground or grounds on which it is intended to suspend performance.

5.6 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under these Terms or at Law):

(a) after a period of 7 days from the relevant due date, cease or suspend carrying out the Services;

(b) recover, as a debt due and immediately payable from you, our additional costs of ceasing or suspension pursuant of the Services (including, without limitation, all recovery costs and remobilisation costs); and/or

(c) charge interest at a rate equal to the Bank of England's base rate, from time to time, plus 4% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the Payment Terms.

5.7 Where you fail to provide us with the Documents pursuant to clause 3.1 and/or cause us to incur or suffer any delays (including to any agreed timeframe or programme) for any reason whatsoever, we reserve the right to invoice you for our reasonable costs attributable to such failure and/or delay.

5.8 All amounts payable by you under these Terms are exclusive of amounts in respect of any taxes, including sales, use or value added tax chargeable from time to time (VAT), unless otherwise stated. Where any taxable supply for VAT purposes is made under these Terms by us to you, you agree, on receipt of a valid VAT invoice from us, to pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.9 You hereby expressly authorise us to undertake a credit check on you following acceptance of the Proposal (and periodically thereafter). If your credit check produces negative results (in our reasonable opinion):

(a) we will notify you in writing;

(b) the Parties shall meet and negotiate in good faith to agree specific payment terms (which may include, without limitation, payment in part or in full required before we begin to supply the Services (Amended Payment Terms); and

(c) if the Parties cannot mutually agree on Amended Payment Terms within 14 days of the meeting referred to in clause 5.8(b), either Party may terminate these Terms by giving the other Party no less than 14 days' written notice, such notice to take effect no earlier than the date on which the Parties have failed to agree Amended Payment Terms.

## 6. Warranties and Representations

6.1 Each Party represents and warrants that:

(a) it has full legal capacity, right, authority and power to enter into these Terms, to perform its obligations under these Terms, and to carry on its business (if applicable); and

(b) these Terms constitute a legal, valid and binding agreement, enforceable in accordance with its terms.

6.2 You represent and warrant that:

(a) all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and

(b) no insolvency events (including but not limited to bankruptcy, receivership, voluntary administration, liquidation or creditors' schemes of arrangement) affecting you or your property are occurring or are likely to occur.

## 7. Disclaimer

7.1 You hereby agree and acknowledge that:

(a) unless otherwise requested by you and agreed by us in writing, our supply of the Services does not include a duty to advise or notify you of the risk of actual or possible presence of pollution, contaminated or deleterious materials, asbestos (or as to the risks of such matters having occurred); and

(b) we provide no guarantee, representation or warranty (express or implied) that the Services or any Deliverable will be fit for any particular purpose, unless such purpose has been notified to us in writing and we have expressly accepted that purpose in writing

## 8. Insurance

8.1 We hold the following insurance policies:

(a) professional indemnity insurance: £10,000,000 for any one claim or series of claims arising from the same originating cause. However, the limit in respect of Pollution and Contamination claims is £10,000,000 in aggregate;

(b) public liability insurance: £10,000,000 for any one occurrence or series of occurrences arising out of one event. However, the limit in respect of claims for handling, storage, or transportation of Asbestos, Asbestos-containing materials, or materials suspected of containing Asbestos, is £1,000,000 in aggregate. For the avoidance of doubt, our insurance does not extend to, and we accept no liability in connection with, the removal, maintenance, encapsulation, or any other works undertaken on Asbestos, nor any activities requiring a licence under

the Control of Asbestos Regulations 2006 (as amended), unless such works are explicitly agreed as part of the Services; and

(c) employer's liability insurance, or equivalent, as required by law.

8.2 We shall maintain insurance cover for statutory insurances, public and professional indemnity for any one claim or series of claims arising out of the same originating cause or source (subject to such terms, conditions, limitations, restrictions or exclusions as may be imposed by a reputable insurance provider) in respect of these Terms, for the period of six years after completion of the Services, provided always that such insurance is available at commercially reasonable rates.

8.3 Any insurance policy we are required hold pursuant to this clause 8 shall be subject to the following limitations:

(a) any liability, loss, cost, or expense caused by, contributed to, or arising out of Cladding Claims and/or Fire Safety Claims for buildings in excess of 11 meters other than where the Services are in respect of Landscape Architecture and/or Garden Design activities only, is subject to an annual aggregate limit of £1 million; and

(b) we shall have no liability for any claim arising from physical construction, maintenance, modification, installation or repair works undertaken by us, unless such works are performed under a contract for Ecological and Environmental Consultancy Services. In such cases, liability shall be limited to losses directly attributable to the provision of those services.

## 9. Intellectual Property

9.1 As between the Parties:

(a) we own all Intellectual Property Rights in Our Materials;

(b) you own all Intellectual Property Rights in Your Materials; and #

(c) nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials

9.2 As between the Parties, ownership of all Intellectual Property Rights in any New Materials will at all times vest, or remain vested, in us upon creation. To the extent that ownership of such Intellectual Property Rights in any New Materials does not automatically vest in us, you hereby assign all such Intellectual Property Rights to us and agree to do all other things necessary to assure our title in such rights.

9.3 We grant you a non-exclusive, revocable, royalty-free, worldwide, non-sublicensable and non-transferable right and licence, to use Our Materials that we provide to you and the New Materials, solely for your use and enjoyment of the Services, as contemplated by these Terms.

9.4 You grant us a non-exclusive, irrevocable, royalty-free, worldwide, non-sublicensable (other than to our associated bodies corporate, as that term is defined in the Companies Act 2006) and non-transferable right and licence to use Your Materials that you provide to us solely for the purpose of performing of our obligations or exercising our rights under these Terms.

9.5 If you (if you are an individual) or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with these Terms, you agree to (and will procure that your Personnel) waive those Moral Rights and waive all rights to object to derogatory treatment of such material.

9.6 This clause 9 will survive termination or expiry of these Terms.

## 10. Confidential Information

10.1 Each Receiving Party agrees:

(a) not to disclose the Confidential Information of the Disclosing Party to any third party (subject to subclause 10.1(c));

(b) to protect the Confidential Information of the Disclosing Party from any loss, damage or unauthorised disclosure;

(c) to only disclose the Confidential Information to those of its Personnel who need to know the Confidential Information in connection with these Terms, provided those Personnel keep the Confidential Information confidential in accordance with this clause 10; and

(d) to only use the Confidential Information of the Disclosing Party for the purpose of performing obligations, or exercising rights or remedies, under these Terms.

10.2 The obligations in clause 10.1 do not apply to Confidential Information that:

(a) is required to be disclosed for the Parties to comply with their obligations under these Terms;

(b) is authorised in writing to be disclosed by the Disclosing Party;

(c) is in the public domain or is no longer confidential, except as a result of a breach of these Terms or other duty of confidence; or

(d) must be disclosed by Law or by a regulatory authority, including under a summons, or by the rules of any listing authority or stock exchange on which the Receiving Party's shares are listed or traded.

10.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 10. A Party is entitled to seek an injunction, or any other remedy available at Law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 10.

10.4 This clause 10 will survive the termination of these Terms.

## 11. Liability

11.1 Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:

(a) death or personal injury caused by negligence; and

(b) fraud or fraudulent misrepresentation.

11.2 Subject to clause 11.1 (liability which cannot legally be limited), but despite anything else to the contrary in these Terms, to the maximum extent permitted by Law:

(a) neither Party will be liable for Consequential Loss;

(b) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and

(c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to 100% of the Fees paid or payable by you.

11.3 This clause 11 will survive the termination or expiry of these Terms.

## 12. Adjudication of Disputes

12.1 This clause 12 applies if these Terms are considered a construction contract under the Housing Grants, Construction and Regeneration Act 1996.

12.2 A Party has the right to refer a dispute (including any difference) arising under these Terms for adjudication.

12.3 If there is a dispute:

(a) a Party may give notice at any time of its intention to refer a dispute to adjudication;

(b) that Party must seek the appointment of an adjudicator in respect of the dispute and refer the dispute to the adjudicator within 7 days of the notice under clause 12.2;

(c) the adjudicator must reach a decision within 28 days of the referral, or such longer period as is agreed by the Parties after the dispute has been referred;

(d) the adjudicator may extend the period of 28 days by up to 14 days, with the consent of the Party who made the referral;

(e) the adjudicator must act impartially;

(f) the adjudicator may take the initiative in ascertaining the facts and the law in respect of the dispute; and

(g) the adjudicator may correct their decision so as to remove a clerical or typographical error arising by accident or omission.

12.4 The Parties agree that the decision of the adjudicator is binding until the dispute is finally determined by any dispute resolution process under clause 16.5 or by agreement between the Parties.

12.5 The Parties agree that the adjudicator is not liable for anything done or omitted in the discharge or purported discharge of their functions as adjudicator unless the act or omission is in bad faith, and that any employee or agent of the adjudicator is similarly protected from liability.

12.6 This clause 12 will survive termination or expiry of these Terms.

## 13. Non-Solicitation

13.1 You agree, during the Restraint Period, not to induce, solicit or entice away (or attempt to solicit or entice away) any of our Personnel (who were Personnel at the date of termination or expiry of these Terms or within the 12 months prior), to leave their employment, agency or contractual arrangement with us.

13.2 You hereby acknowledge and agree that:

(a) the terms of this clause 13 are reasonable given the nature of our business, are necessary to protect our legitimate business interests and do not unreasonably restrict your right to carry your profession or trade; and

(b) we may seek legal remedies (including equitable remedies) for a breach of this clause 13.

13.3 In the event of a breach of this clause 13, you agree to pay to us a reasonable sum in respect of the total employment cost of that particular Personnel and the impact to our business. We will invoice you for the amount payable, which shall be owing by you as a debt due and immediately payable.

13.4 This clause 13 will survive the expiry or termination of these Terms.

## 14. Termination

14.1 Either Party may terminate these Terms at any time by giving 30 days' notice in writing to the other Party.

14.2 These Terms will terminate immediately upon written notice by a Party (Non-Defaulting Party) if:

(a) the other Party (Defaulting Party) breaches a term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party;

(b) the Defaulting Party commits a material breach of these Terms; or

(c) (to the extent permitted under the Companies Act 2006) any step is taken to enter into any arrangement between the Defaulting Party and its creditors, any

step is taken to appoint a receiver, a receiver and manager, a liquidator, or like person of the whole or any part of the Defaulting Party's assets or business, the Defaulting Party is bankrupt, or the Defaulting Party is unable to pay its debts as they fall due.

14.3 Upon expiry or termination of these Terms:

(a) we will immediately cease providing the Services;

(b) any payments made by you to us for Services already performed are not refundable to you;

(c) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms;

(d) by us pursuant to clause 14.2, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees);

(e) we shall (at your cost), provide you with the Deliverables on a strictly "as-is" basis (i.e. in the state and format they are in as at the date of termination); and

(f) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 10.

14.4 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

14.5 This clause 14 will survive the termination or expiry of these Terms.

## 15. Diversity and Policies

15.1 We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. We will not discriminate in the way we provide services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins.

15.2 We will comply with all applicable anti-bribery and anti-corruption Laws, including but not limited to the Bribery Act 2010.

15.3 We confirm we have in place, and will maintain throughout the Term, appropriate policies, procedures and controls to prevent the facilitation of bribery or corruption in connection with the provision of the Services.

## 16. General

16.1 **Amendment**: These Terms may only be amended by written instrument executed by the Parties.

16.2 **Assignment**: Subject to clauses 16.3 and 16.15, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

16.3 **Assignment of Debt**: You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

16.4 Contracts (Rights of Third Parties) Act 1999: Despite any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a Party to it.

16.5 **Disputes**: Subject to clause 12, a Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (Dispute) without first meeting with a senior representative of the other Party within 30 days of written notice of the Dispute to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, or if the Dispute remains unresolved within 60 days of the initial written notice, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Centre for Effective Dispute Resolution to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction. This clause 16.5 will survive termination or expiry of these Terms.

16.6 **Entire Agreement**: These Terms contain the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersede all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

16.7 **Force Majeure**: Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

(a) as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and

(b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under these Terms for a period in excess of 3 months, then the other Party may terminate these Terms by providing 30 days' written notice to that Party. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.

16.8 **Further Assurance**: Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to these Terms and their obligations under it.

16.9 **Governing Law**: These Terms are governed by the laws of England and Wales and both Parties submit to the exclusive jurisdiction of the courts operating in England and Wales.

16.10 **Notices**: Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

16.11 **Privacy**: If we are processing personal data on your behalf, the Data Processing Addendum forms part of these Terms. To the extent of any inconsistency between these Terms and the Data Processing Addendum, these Terms will prevail.

16.12 **Publicity**: Despite clause 10, with your prior written consent, you agree that we may advertise or publicise the broad nature of our supply of the Services to you, including on our website or in our promotional material.

16.13 **Relationship of Parties**: These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

16.14 **Severance**: If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

16.15 **Subcontracting**: We may subcontract the provision of any part of the Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under these Terms and that we are liable for the acts and omissions of our subcontractor.

16.16 **TUPE**: Both Parties will comply with their obligations (if applicable) under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). You agree to indemnify us for any loss or liability we suffer because of your failure to comply with TUPE.

16.17 **Waiver**: Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A waiver must be in writing and will be effective only to the extent specifically stated.

## 17. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Proposal, and:

**Asbestos** means any naturally occurring fibrous silicate mineral, including (without limitation) chrysotile (white asbestos), amosite (brown asbestos), crocidolite (blue asbestos), tremolite, actinolite, and anthophyllite, and any material, product, or substance containing or suspected of containing one or more of these minerals.

**Business Day** means a day on which banks are open for general banking business in England, excluding Saturdays, Sundays and public holidays.

**Cladding Claims** means any damage, loss, cost or expense or any other liability directly or indirectly arising from or in any way related to the combustibility of any composite panels, cladding or façades of buildings or structures, and/or internal or external wall systems and any associated core/filler/insulation material and/or any fixing systems.

**Commencement Date** means the date that you accept the Proposal.

**Confidential Information** means information which:

(a) is disclosed to the Receiving Party in connection with these Terms at any time;

(b) relates to the Disclosing Party's business, assets or affairs; or

(c) relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

**Consequential Loss** includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us the Fees and any other amounts payable under these Terms will not constitute "Consequential Loss".

**Deliverables** means any materials, goods, items or other deliverables forming part of the Services, as particularised in the Proposal.

**Disclosing Party** means the Party disclosing Confidential Information to the Receiving Party.

**Ecological and Environmental Consultancy Services** means the provision of professional ecological, environmental, landscape, arboricultural, planning, heritage and related consultancy services, including advice, surveys, assessments, inspections, monitoring, reporting, design, specification, project management and supervisory services in connection with the natural, built and historic environment.

**Expenses** means any other disbursements, reasonably and directly incurred by us and approved in advance by you for the purpose of the supply of the Services.

**Fees** means the fees and charges payable by you for the Services in accordance with the Proposal (or as otherwise agreed in writing between the Parties), including if we are required to carry out additional Services and/or suffer delay or disruption in the performance of the Services for reasons beyond our control.

**Fire Safety Claims** means any damage, loss, cost or expense or any other liability directly or indirectly arising from or in any way related to the fire safety or fire performance or combustibility of a building or structure or any part of such building or structure, other than Cladding Claims.

**Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

**Garden Design** means professional services relating solely to the planning, design and specification of gardens, planted areas and external amenity spaces, including planting schemes, hard and soft landscaping, garden structures, external furniture, lighting, irrigation and related external works.

**Intellectual Property Rights** or **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

**Landscape Architecture** means professional services relating to the planning, design, management and specification of external landscapes and public realm works, including hard and soft landscaping, planting, drainage associated with

landscape works, parks, streetscapes, public open spaces, environmental improvements and related external works, but excluding the design, specification, approval, inspection or certification of any building, building envelope, cladding system, fire safety system, structural element, structural engineering works or other building safety-critical component.

**Law** means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

**Moral Rights** has the meaning given in Chapter IV of the Copyright, Designs and Patents Act 1988 and includes any similar rights in any jurisdiction in the world.

**New Materials** means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with these Terms or the supply of the Services (including the Deliverables), whether before or after the date of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and Your Materials.

**Our Materials** means all Intellectual Property which is owned by or licensed to us and any improvements, modifications or enhancements of such Intellectual Property, but excludes New Materials and Your Materials.

**Pollution and Contamination** means pollution or contamination by naturally occurring or man-made substances, forces or organisms, or any combination thereof, whether permanent or transitory and however occurring, and includes any resulting loss, damage, injury, cost or expense directly or indirectly arising therefrom.

**Payment Terms** means the timings for payment of the Fees and any other amounts payable under these Terms, as set out in clause 5.

**Personnel** means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

**Proposal** means the document to which these Terms are attached or incorporated prepared by us in respect of the Services. For the avoidance of doubt, a Proposal may include (without limitation) the scope of Services, an applicable set of rates, an associated budget estimate or lump sum, the timeframe for undertaking the Services, and other requirements for the Service.

**Receiving Party** means the Party receiving Confidential Information from or on behalf of the Disclosing Party.

**Restraint Period** means the Term, and:

(a) 12 months after the Term, or (if that duration is deemed unreasonable);

(b) 9 months after the Term, or (if that duration is deemed unreasonable);

(c) 6 months after the Term.

**Services** means the Services set out in the Proposal, as adjusted in accordance with these Terms.

**Site** means the Site(s) and/or location(s) where you request us investigate and review as part of the Services.

**Terms** means these terms and conditions and any documents attached to, or referred to in, each of them, including the Data Processing Addendum (where applicable).

**Your Materials** means all Intellectual Property owned or licensed by you or your Personnel before the Commencement Date (which is not connected to these Terms) and/or developed by or on behalf of you or your Personnel independently of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and New Materials.

## 18. Interpretation

In these Terms, unless the context otherwise requires:

(a) a reference to these Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;

(b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;

(c) a reference to a person includes a natural person, body corporate, partnership, joint venture, association, government or statutory body;

(d) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns;

(e) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;

(f) a reference to time is to local time in England; and

(g) a reference to £ or pounds refers to the currency of the United Kingdom from time to time.