

Alan Ross Consulting

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Consultancy – Training – Investigations – Inspections – Quality Audits – Expert Witness

Terms and Conditions

1. General

1.1 Alan Ross Consulting (or his appointed representative) shall hereinafter referred to as the 'Consultant'

2. Provision of services

2.1 Work is accepted subject to receipt of written instructions detailing the scope and/or limitations of the services to be provided to the client..

2.2 In the case of potentially litigative matters, where instruction is on the basis of Single Joint Expert, either a written letter of appointment is required from the Court or a letter of instruction is required from all parties.

Any such letter of instruction shall detail which party (parties) shall be responsible for payment of the charges incurred and the proportion of the costs for which each party will be liable.

2.3 No instruction shall be accepted where payment is contingent upon the outcome of the litigation proceedings.

2.4 Prior to instruction a period of not more than 15 minutes will be allowed in order to permit discussion of the potential instructions. Discussions which exceed this period shall be chargeable in accordance with the stated rate of charges.

2.5 The Consultant shall provide the services requested using reasonable care and skill and in accordance with the client's instructions.

2.6 A 'Report' shall be provided except where the services rendered by the Consultant to the Client do not specifically require a report to be prepared by the Consultant. The Report will reflect the Consultant's findings and opinions pertaining to the scope of services requested by the Client in their written instructions.

2.7 The Consultant shall not be responsible for the condition or calibration of any equipment provided for his use save where such equipment is provided by the Consultant.

2.8 The Consultant may delegate or sub-contract all or part of any service to an agent or sub-contractor and the Client authorises the Consultant to disclose any and all information necessary for the execution of the services requested.

2.9 All work undertaken is strictly in confidence and any information supplied or acquired in the execution of the services by the Consultant will not be disclosed to any third party without the prior agreement of the Client.

3. Obligations of the Client

3.1 The Client will ensure that sufficient information, instructions, documents and sample is provided to the Consultant in order to permit the delivery of the services requested.

3.2 The Client will procure that the Consultant is provided with all necessary access to the premises where the service is to be delivered.

3.3 The Client shall ensure that all necessary measures are taken for the safety and security of the Consultant during the delivery of the requested services.

3.4 The Client shall disclose in advance any known hazards or dangers, actual or potential, associated with the provision of the services by the Consultant, including, for example toxic or explosive elements, environmental hazards, etc.

4. Fees and payments

4.1 The Consultant shall undertake to provide the Client with a written statement estimating the fees payable for the services requested by the Client.

4.2 The Consultant shall provide the Client in writing details of any variation in fees chargeable arising from unforeseen problems or expenses in the course of providing the services and shall be entitled to charge additional fees to cover extra time and/or costs

incurred to complete the services.

- 4.3 Unless a different period is agreed by the Consultant, payment, in full, of any fees shall be made within seven days of the due date as stated on the invoice.
- 4.4 Overdue fees will be liable to interest at a rate of 1.5 % per month above the base rate of Lloyds Banks from the due date up to an including the date payment is received by the Consultant.
- 4.5 The Client shall not be entitled to retain or defer payment of any sums due to the Consultant on account of any dispute, counter claim or set-off which it may allege against the Consultant.
- 4.6 The Client shall pay all of the Consultant's collection costs including legal fees and related costs.
- 4.7 In the event that the Consultant is unable to provide all or part of the services for any reason outside of the Consultant's control, including failure by the Client to fulfil its obligations provided for in clause 3, the Consultant shall nevertheless be entitled to payment in respect of :
- a) all non-recoverable expenses incurred by the Consultant
 - b) that portion of the agreed fees equal to the portion of the services actually carried out.

5. Suspension or termination of services

- 5.1 The Consultant shall be entitled to immediately suspend or terminate the provision of any service in the event of:
- a) failure by the Client to fulfil any of its obligations hereunder and that such failure is not remedied within 3 days following the date of notification of failure to the Client
 - b) non-payment for services already rendered
 - c) bankruptcy, insolvency, receivership, cessation of business by the Client

6. Liability and Indemnification

- 6.1 Reports are issued on the basis of the information / documentation / samples supplied by or on behalf of the Client. Neither the Consultant nor any of his representatives shall be liable for to the Client or any third-party for any actions taken or not taken on the basis arising from unclear, erroneous, incomplete, misleading or false information provided to the Consultant.
- 6.2 The Consultant shall not be liable for delayed, partial or total non-performance of services arising directly or indirectly from any failure of the Client to comply with any of its obligations nor by any event outside of the Consultant's control.
- 6.3 a) In the event of a claim by the Client, the Client shall notify the Consultant within 14 days of discovery of the fact alleged to justify such claim and the Consultant shall not be liable for any claims which are not notified to him in writing within such period of time.
- b) the Consultant shall have no liability to the Client for any loss or damage of any nature arising from and breach of any express or implied warranty or condition of the contract or any negligence breach or statutory or other duty on the part of the Consultant or in any other way out of or in connection with the performance or purported performance of or failure to perform the services except for death or personal injury resulting from the Consultant's negligence and/or as expressly stated in these conditions.
- c) Where the Consultant is liable in accordance with this condition in respect of only some or part of the services the contract shall remain in full force and effect in respect of the other or other parts of the contract and no set off or other claim shall be made by the Client against or in respect of such other or other parts of the services.
- 6.4 The Client shall guarantee, hold harmless and indemnify the Consultant and his representatives against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising related to the performance, purported performance or non-performance of any services by the Consultant.

7. Governing Law, Jurisdiction and Dispute Resolution

All disputes arising from the provision of services hereunder shall be governed by the laws of the United Kingdom and shall be submitted to the jurisdiction of the competent courts of the United Kingdom.