



GTA CONSULTANTS

Our Terms & Conditions of Appointment



PARTIES

(1) GTA Consulting based England and Wales whose registered office is at Kemp House, 152-160 City Road, London EC1V 2NX United Kingdom (**GTA Consulting**).

(2) The Client named in the Letter of Appointment (**Client**)

1. Interpretation

The following definitions and rules of interpretation apply in this appointment:

Additional Services: Any additional services, which GTA Consulting agrees to provide in accordance with clause 6.

Fee: The fees for the Services and any Additional Services (if any) as set out in the Letter of Appointment.

Force Majeure Event: Means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; any interruption or failure of utility service

Insolvent: A party is insolvent if: a party is making a voluntary arrangement with its creditors, entering administration or going into liquidation; or a security holder taking possession, or a receiver or an administrative receiver being appointed over all or any part of the property or the assets of the party; or any other similar or analogous event in another jurisdiction.

Letter of Appointment: The letter or schedule of services completed by GTA Consulting which sets out the details of the Client and the Services and the Fee together with other details relating to the Service which may be appropriate to this appointment.

Material: All designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Services and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Services.

Services: The Services set out in the Letter of Appointment or schedule of service and the Additional Services (if any).

VAT: Value added tax imposed by the Value Added Tax Act 1994, or any similar tax in addition to or replacing it from time to time.

2. Appointment

2.1. The Client appoints GTA Consulting to carry out the Services, subject to the terms of this appointment.

2.2. This appointment takes effect from the date when GTA Consulting begins performing the Services, regardless of the date of this appointment.

2.3. This appointment consists of these GTA Consulting Terms and the Letter of Appointment or Schedule of Services.

2.4. GTA Consulting shall deem the Client to have accepted the terms of this appointment (including the details set out in the Letter of Appointment or Schedule of Services) within 30 days of their issue unless the Client has notified GTA Consulting otherwise in writing.

3. Consultant's Obligations

3.1. GTA Consulting warrants and undertakes that it shall comply with the terms of this appointment.

3.2. GTA Consulting warrants and undertakes that it shall act with reasonable skill and care:

3.2.1. When performing the Services;

3.2.2. To comply with any Act of Parliament, any instrument, rule or order made under any Act of Parliament; and any regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Services or with those systems or property the Services is or will be connected.

4.0 Clients Obligations

4.1. The Client undertakes promptly to provide GTA Consulting with all information, assistance and materials that GTA Consulting may request from time to time to facilitate the proper and timely performance of the Services. The Client warrants that all information provided by it to GTA Consulting will be accurate and complete, and that it is entitled to provide the same to GTA Consulting for its use without recourse to any third party.

4.2. The Client undertakes promptly to carry out all such actions and provide all such resources (if any) as may be required of the Client in the Letter of Appointment.

4.3. The Services will be provided at GTA Consulting's premises when the nature of the work permits. If any of GTA Consulting's personnel are to perform any Services at the Client's premises, the Client shall ensure that such personnel are allowed access to such premises upon reasonable prior notice during normal business hours and shall take full responsibility for the safety and security of GTA Consulting's personnel whilst at such premises.

5. Remuneration

5.1. The payment terms set out in clauses 5.5 to 5.7 shall apply to all Services not covered under the Housing Grants, Construction and Regeneration Act 1996. The payments terms set out in clauses 5.8 to 5.14 apply to Services which are covered under the Housing Grants, Construction and Regeneration Act 1996.

5.2. The Client shall pay the Fee, together with any reasonable expenses and disbursements, which shall be GTA Consulting's entire remuneration under this appointment.

5.3. The Client shall pay GTA Consulting any VAT properly chargeable on the Services. Any amount expressed as payable to GTA Consulting under this appointment is exclusive of VAT unless stated otherwise.

5.4. The Fee shall be calculated and paid in instalments in accordance with the dates set out in the Letter of Appointment or if not set out, the Fee shall be paid at intervals of not less than one month, beginning one month after GTA Consulting begins performing the Services. To the extent that the Fee is not set out in the Letter of Appointment, GTA Consulting will be entitled to charge a Fee based on its current hourly rates (which are available on request), and on the number of hours it has worked on the matter.

5.5. GTA Consulting shall submit to the Client an invoice for each instalment of the Fee, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that GTA Consulting considers will become due on the relevant instalment date.

5.6. Payment shall be made within 30 days of the date of the Invoice.

5.7. GTA Consulting reserves the right to charge interest and debt recovery costs in respect of any amounts not paid in accordance with clause 5.6. Interest will be calculated in accordance with the "Late Payment of Commercial Debts (Interest) Act 1998".

5.8. GTA Consulting shall submit to the Client an invoice for each instalment of the Fee, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that GTA Consulting considers will become due on the payment due date in respect of the instalment of the Fee, and the basis on which that sum is calculated.

5.9. Payment shall be due on the date GTA Consulting submits each invoice (**payment due date**).

5.10. No later than five days after the payment due date, the Client shall notify GTA Consulting of the sum that the Client considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated.

5.11. The **final date for payment** shall be 30 days after the payment due date.

5.12. Unless the Client has served a notice under clause 5.13, it shall pay GTA Consulting the sum referred to in the Client's notice under clause 5.10 (or, if the Client has not served notice under clause 5.10, the sum in the invoice referred to in clause 5.8) (the **notified sum**) on or before the final date for payment.

5.13. Not less than five days before the final date for payment (the **prescribed period**), the Client may give GTA Consulting notice that it intends to pay less than the notified sum (a pay less notice). Any pay less notice shall specify:

5.13.1. The sum that the Client considers to be due on the payment due date; and

5.13.2. The basis on which that sum is calculated.

5.14. If the Client fails to pay an amount due to GTA Consulting by the final date for payment and fails to give a pay less notice, then the Client shall pay interest calculated in accordance with the "Late Payment of Commercial Debts

6. Additional Services

6.1. Each party shall notify the other as soon as reasonably practicable if it becomes apparent that Additional Services are likely to be required, and such notice will identify the required services.

6.2. Additional Services may arise as a result of the following:

6.2.1. A change in the scope, size, complexity or duration of the Services;

6.2.2. Any other changes to the Services as set out in the Letter of Appointment;

6.2.3. Any material delay or disruption to the Services; or

6.2.4. Any other cause outside GTA Consulting's reasonable control and which it could not reasonably have foreseen at the date of this appointment.

6.3. If the Client provides a notice under clause 6.1, then as soon as reasonably practicable after receiving the notice, GTA Consulting shall provide the Client with a written estimate of the change to the Fee in respect of the Additional Services. If GTA Consulting provides a notice under clause 6.1, GTA Consulting shall provide the Client with a written estimate of the change to the Fee in respect of the Additional Services at the same time it provides the notice.

6.4. The Fee for the Additional Services shall be calculated by agreement between the parties.

6.5. At the Client's discretion, acting reasonably, it may instruct GTA Consulting to carry out the Additional Services. For the avoidance of doubt, GTA Consulting shall only perform Additional Services on receipt of a written instruction to do so by the Client.

6.6. Any Fee payable by the Client in respect of Additional Services shall be included in the next invoice following performance of the Additional Services.

7. Limitation of Liability – PLEASE READ THIS SECTION CAREFULLY

7.1. Without affecting any other limitation in this appointment, GTA Consulting's liability under or in connection with this appointment shall be limited to £5,000,000 in total for all claims arising. This limit shall apply however that liability arises including a liability arising by breach of contract, arising by tort (including the tort of negligence) or arising by breach of statutory duty. Nothing in this appointment shall exclude or limit GTA Consulting's liability for:

7.1.1. Death or personal injury caused by GTA Consulting's negligence; or

7.1.2. Fraud or fraudulent misrepresentation.

7.2. None of GTA Consulting's employees, directors or consultants individually has a contract with the Client or owes the Client a duty of care or personal responsibility. The Client agrees that it will not bring any claim against any such individuals personally in connection with the Services.

7.3. If the Client suffers loss as a result of GTA Consulting's breach of contract or negligence, GTA Consulting's liability shall be limited to a just and equitable proportion of the Client's loss having regard to the extent of responsibility of any other party. GTA Consulting's liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an appointment between the Client and them, difficulty in enforcement, or any other cause.

7.4. GTA Consulting shall have no liability to the Client under this appointment in respect of loss of profits, loss of revenue or business, loss of goodwill or reputation or any other indirect or consequential losses.

7.5. The Services and any Material produced in connection with the Services are provided for the Client's benefit alone and solely for the purposes of the instruction to which it relates. The Services or any Material may not, without GTA Consulting's written consent, be used or relied upon by any third party, even if that party pays all or part of GTA Consulting's Fees, or is permitted to see a copy of the Materials GTA Consulting create. If GTA Consulting provides written consent for a third party to rely on the Services or the Materials, it may be subject to a further fee, and any such third party will be deemed to have accepted the terms and conditions set out in this appointment.

7.6. GTA Consulting shall not be liable for any loss or damage suffered or incurred by the Client arising from GTA Consulting's delay in performing or failure to perform the Services and/or any of its obligations under this appointment where such delay or failure results from a Force Majeure Event.

8. Suspension

8.1. The Client may, at any time, suspend performance of all or part of the Services by giving written notice to GTA Consulting. Subject to clause 9.1, GTA Consulting shall resume performance of the Services as soon as reasonably

8.2. GTA Consulting may suspend the performance of any or all of its Services and other obligations under this appointment by giving not less than seven days' notice to the Client of its intention to do so in the event that the Client fails to pay an invoice in accordance with the relevant payment provisions set out in clause 5.

8.3. In the event of a suspension in accordance with this appointment, the Client shall pay GTA Consulting an amount in respect of any costs and expenses reasonably incurred by GTA Consulting as a result of such suspension.

9. Termination

9.1. GTA Consulting may immediately terminate its engagement under this appointment by giving written notice to the Client if:

9.1.1. a suspension of the Services in accordance with clause 8.1 continues for a continuous period of six months; and

9.1.2. the Client does not instruct GTA Consulting to resume the Services within 30 days of receiving a written notice from GTA Consulting requiring it to do so.

9.2. Either party may immediately terminate this appointment by giving written notice to the other party if:

9.2.1. The other party is in material breach of its obligations under this appointment and fails to remedy that breach within 14 days of receiving written notice requiring it to do so; or

9.2.2. The other party becomes Insolvent; or

9.2.3. A Force Majeure Event continues for a period of more than 30 days.

9.3. Either party may terminate this appointment at any time for any reason by giving no less than 30 days written notice to the other party.

10. Consequences of Termination

10.1. On termination the Client shall immediately pay GTA Consulting:

10.1.1. Any amount properly due for payment under this appointment at the date of termination; and

10.1.2. A fair and reasonable proportion of the next instalment of the Fee, together with any expenses and disbursements, commensurate with the Services properly performed at the date of termination; and

10.1.3. Any expenses, disbursements or costs necessarily incurred by GTA Consulting as a direct result of termination (unless the termination arises as a result of GTA Consulting's default).

10.2. Termination of GTA Consulting's engagement under this appointment shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this appointment which existed at or before the date of termination.

11. Copyright and Intellectual Property

11.1. GTA Consulting owns all intellectual property rights (including copyright) relating to the Material it produces.

11.2. On payment of the Fee, GTA Consulting grants to the Client an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, GTA Consulting for any purpose relating to the project or the property to which the Services relate.

11.3. GTA Consulting shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

11.4. The Client may, at any time (whether before or after completion of the Services, or after termination of GTA Consulting's engagement under this appointment), request a copy or copies of (some or all of) the Material from GTA Consulting. On the Client's payment of GTA Consulting's reasonable charges for providing the copy (or copies), GTA Consulting shall provide the copy (or copies) to the Client.

12. Confidentiality

12.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.

12.2. Each party may disclose the other party's confidential information:

12.2.1. To its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out the party's obligations under or in connection with this appointment. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

12.2.2. As may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.

12.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this appointment.

13. Anti-Money Laundering

13.1. GTA Consulting operate an anti-money laundering policy in compliance with the Money Laundering Regulations 2007 and the Money Laundering Regulations 2017, The Proceeds of Crime Act 2002, The Terrorism Act 2000 and subordinate legislation. GTA Consulting may require the Client to provide information (including proof of identity or income) from time to time to enable GTA Consulting to verify the Client's identity. For the avoidance of doubt this may require GTA Consulting to request and retain information relating to the directors and the "beneficial owners" of the Client, as is required under the legislation.

13.2. Any failure to provide such information within seven days of such a request shall give GTA Consulting the right to terminate this appointment in accordance with Clause 9.2.1 of this appointment.

14. Bribery Act

14.1. In order to Comply with the Bribery Act 2010, either party must inform the other if it becomes aware of any person (employee, agent, intermediary, contractor, private individual, commercial organisation or public official) connected (in any way) with this appointment who has committed an offence under the Bribery Act 2010 (or any equivalent legislation).

14.2. GTA Consulting reserves the right to terminate this appointment in accordance with Clause 9.2.1 should it reasonably believe that a breach or likely breach of the Bribery Act 2010 (or any equivalent legislation) has occurred.

15. Data Protection

15.1. As a result of GTA Consulting's relationship with the Client, GTA Consulting may collect or retain personal data about the Client. If the Client is a company, this may include information about the Client's employees, officers, or shareholders. If the Client is a person, this may include information about the Client's family members. GTA Consulting will only use such data for the purposes of providing the Services, or for related purposes such as updating Client records, money laundering compliance and other legal and regulatory compliance, and we may need to disclose this information to appropriate persons in relation to such matters. In providing any personal data to GTA Consulting, the Client confirms that it has informed the individuals concerned and obtained any necessary consent to the transfer to GTA Consulting and for GTA Consulting's use of their data for these purposes.

16. Professional Indemnity Insurance

16.1. GTA Consulting shall maintain professional indemnity insurance to cover its liabilities arising out of this appointment for a period beginning on the date of this appointment and ending 6 years after the date of completion of the Services provided that such insurance is available at commercially reasonable rates and terms with reputable insurers lawfully carrying on insurance business in the UK.

16.2. Whenever the Client reasonably requests, GTA Consulting shall send the Client a broker letter/certificate to evidence that GTA Consulting's professional indemnity insurance is in force.

17. Complaints

In the event that the Client has a complaint the Client shall be entitled to have access to the complaints handling procedure maintained by GTA Consulting details of which are available on our website.

18. Unoccupied Premises or Properties

GTA Consulting accepts no liability or responsibility for the security, maintenance or repair of, or for any damage to any premises or properties to which the Services relate. The Client shall take all necessary action to protect such premises or property and to ensure that they have adequate insurance cover in place.

19. Joint and Several Liability

If at any time the Client shall consist of more than one person, the obligations on the Client under this appointment shall be enforceable against each of them on a joint and several basis.

20. Assignment and Subcontracting

20.1. Neither party shall assign or subcontract its rights or obligations under this appointment without the prior written consent of the other party such consent not to be unreasonably withheld or delayed.

20.2. If the Client wishes to instruct GTA Consulting to use a specific contractor or consultant, GTA Consulting shall instruct such contractor on the Client's behalf. The Client retains all responsibility for any such contractors or consultants and will undertake all due diligence and investigation in relation to their competences and resources. GTA Consulting accepts no responsibility or liability for the acts of any consultants or contractors appointed at the Client's request.

21. Notice

A notice given to a party under or in connection with this appointment shall be in writing and delivered by hand or by recorded delivery post to the address recorded in the Letter of Appointment or such other address as the party may specify from time to time by written notice to the other.

22. Liability Period

Neither party shall commence any legal action against the other under this appointment after six years from the date of completion of the Services.

23. Third Party Rights

Except in relation to clause 7.2, a person who is not a party to this appointment shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this appointment.

24. Entire Agreement

24.1. This appointment constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.2. Each party agrees that in entering into this appointment it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this appointment.

24.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this appointment.

24.4. No variation to this appointment will be binding unless agreed in writing by both parties.

24.5. Nothing in this clause shall limit or exclude any liability for fraud.

25. Severance

25.1 If any provision or part-provision of this appointment is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this appointment.

26. Non-Solicitation

26.1. The Client agrees that both during and for a period of twelve months after the term of this Appointment, the Client shall not (and shall procure that none of its subsidiary or associated companies shall) without the prior written consent of GTA Consulting:

26.1.1. Directly or indirectly employ or engage any person who is (or was at any time during the term of this Appointment) a director, member, employee, agent or contractor of GTA Consulting and with whom the Client has had dealings pursuant to this Appointment (a "relevant person"), or solicit or induce any such relevant person to terminate their employment or engagement with GTA Consulting;

26.1.2. Engage or accept services from or otherwise deal with any company, partnership or other entity of which any relevant person is a director, member, employee, agent or contractor.

26.2. In granting its consent hereunder, if it agrees to do so, GTA Consulting shall be entitled to make such consent conditional upon the payment by the Client to GTA Consulting of a fee equal to 50% of the relevant person's average annual salary or earnings during the preceding 12 months, which equates roughly to the cost to GTA Consulting of replacing such relevant person.

27. Governing Law and Jurisdiction

27.1. This appointment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the appointment.

27.2. If the Services are provided primarily in Scotland then the appointment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Scots law and each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the appointment.