## **Terms & Conditions of Contract**

The following Terms & Conditions apply to all work undertaken:-

- 1. The parties to the contract are you the Client and Blueprint Building Services Solutions Ltd (hereafter referred to as Bbss Ltd.) The Client is the person, authority, company or other body to whom the proposal/ fee quotation is addressed, unless expressly agreed otherwise in writing.
- 2. These terms and conditions shall apply and take precedent over any others contained in other documents or letters, unless the parties to the contract expressly agree otherwise in writing.
- 3. By instructing us to proceed or continue with our services following receipt of a proposal/fee quotation, we will be entitled to assume your acceptance of said proposal/fee quotation and these terms of contract.
- 4. Any subsequent variations to the services set out in our proposal/fee quotation are to be agreed with Bbss Ltd. If any additional or alternative work arises from an agreed variation to the proposal/fee quotation, or an additional service set out in our proposal/fee quotation, or work arising from compliance with your instructions or factors outside our control, additional charges will apply. These shall be charged as per the standard hourly charge standing at the time, or as prior agreed by the parties.
- 5. Our proposal/fee quotation will remain open for acceptance for 3 months from the date of issue, and all such fees and expenses shall stand for this time.
- 6. VAT will be applied at the standard rate on all invoices rendered to qualifying services and items.
- 7. Invoices will be issued monthly from the start of our services, unless stated otherwise in the proposal/fee quotation. Payment in full is due 30 days from the date of receipt of the invoice. Without prejudice to any other rights we may have, we may add interest and compensation at the statutory rate as set out in the Late Payment of Commercial Debts (Interest) Act 1998 (and amendment Regs 2013) from the final date payment is due until payment is made in full.
- 8. We will exercise reasonable skill, diligence and care in carrying out our services. Unless expressly agreed otherwise in writing, we shall not be held liable for the performance of any other person not engaged by us, nor responsible for checking or reporting on their performance.
- 9. Our total liability in contract, tort (including negligence or breach of statutory duty), or otherwise arising in connection with the services or this contract shall be limited to the lesser of £1million or five times the fees due under the contract.
- 10. All services provided, written reports and other communications will be for the benefit of you the Client alone and will not be passed to others without permission.
- 11. We will have a general lien on all documents, papers, files etc in our possession related to any project(s) for which our issued invoices remain unpaid.
- 12. We shall be under no liability if we are unable to carry out any of our services for any reason beyond our control including (without limiting the foregoing): act of God, acts of terrorism, legislation, war, fire, flood, drought, failure of power supply, lockout, strike or any other action taken by employees in contemplation or furtherance of dispute. If services are continually disrupted by such an eventuality, either party may elect to terminate the services by written notice. The Client shall pay for work completed and expenses incurred up to that time.
- 13. This contract does not confer any rights on anyone other than the parties to it.
- 14. The law of England is the law of contract.