

RAMSAY CONSULTING (t/a RAMSAY PROJECT MANAGEMENT)
TERMS AND CONDITIONS OF BUSINESS

In these Terms and Conditions ('Terms'), the following definitions apply:-

"Company" means Ramsay Consulting t/as Ramsay Project Management, the provider of the Services as set out in the Quotation;

"Quotation" means the document provided to the Client offering Services by the Company of a specific nature for a Fee, all as described in the Quotation;

"Contract" means a contract constituted by written acceptance by the Client of a Quotation and includes these Terms

"Client" means the person, firm or corporate body named in the Quotation;

"Engagement" means the engagement, employment or use of the Company by the Client under a Contract;

"Services" means the scope and content of the services to be undertaken by the Company for the Client as described in the Quotation;

"Fee" means the Company's charges for provision of the Services (exclusive of any applicable VAT) as set out in the Quotation, together with any additional charges and expenses agreed with the Client from time to time in respect of additional Services not covered by the Quotation;

'Subcontract Service Provider' or 'SSP'- means other commercial enterprises or bodies engaged at the sole discretion of the Company in the delivery of the Services;

References to the singular include the plural and vice versa

1. These Terms regulate the basis upon which the Contract between the Client shall be constituted and operated.
2. All offers to the Client to provide services from the Company (including any Quotation) shall be subject to and shall be deemed to incorporate these Terms. No amendment or variation to the Terms or to any Contract shall be binding on the Company unless agreed in writing by a principal of the Company.
3. These Terms supersede all other oral and/or written communications, representations, agreements, undertakings or understandings between the Company and the Client and any such communications, representations, agreements, undertakings and understandings that are not expressly referred to in the Contract shall not be deemed incorporated therein or herein.
4. Where any Contract is in conflict with the terms of a standard building contract for works (or equivalent), the Contract shall supersede the Terms of such standard building contract, unless agreed otherwise in writing by a principal of the Company.
5. In the event of a conflict between the Contract and any terms of business of the Client, the Contract (for the avoidance of doubt incorporating these Terms) will supersede those of the Client unless agreed otherwise by a principal of the Company.
6. The Fee shall be due as described in the Quotation.
7. The Fee in the Quotation is stated exclusive of VAT.
8. The Company shall render monthly Invoices to the Client in respect of the Services which are due and payable within 14 days from the date of invoice.
9. Variation to the period for payment will only be valid when agreed by a principal of the Company in writing.
10. Failure to pay invoices due hereunder within 14 days shall entitle the Company to charge interest at three percent per annum above the base rate of the Bank of Scotland for the time being on the principal amount of the invoice for the overdue period. The Company may assign its invoices to third parties for collection and/or enforcement at its sole discretion.
11. Out-of-pocket expenses, not restricted to travel and accommodation, incurred in the provision of the Services shall be due and payable within 14 days from the date of invoice and will be properly vouched.
12. The limit of liability of the Company is a maximum of £1,000,000 in respect of any single project Claim and the Company carries professional indemnity insurance cover to this level.
13. No liability whatsoever shall attach to the Company in respect of the acts or omissions (including negligence) of any third party.
14. The Company will be liable for its own negligence in the provision of the Services up to a maximum liability of £1,000,000.
15. For the avoidance of doubt, save to the extent required by applicable statute or regulations made thereunder or as specifically provided in the relevant Contract, the Company shall have no liability whatsoever in respect of loss, cost or damage suffered or incurred by the Client where such loss, cost or damage is caused by third party providers of services or equipment (or their employees or agents whomsoever (including, without limitation, providers of design services).
16. The Client acknowledges that the Company is entitled, in its discretion and in the provision of the Services, to sub-contract the provision of (without limitation) designs, specifications, plans and drawings and other appropriate services to SSPs provided such SSPs are bona fide specialist professional service businesses each having the appropriate level of insurance cover (as determined by the Company in relation to the particular project and service to be sub-contracted. The Company warrants to the Client that the insurances of any SSP will be checked prior to engagement of such SSP in the provision of the Services.
17. The Company shall have no liability to the Client in respect of any claim for loss, damages or costs unless the Client shall have served written notice of same to the Company within 2 years of the date it first became aware of the circumstances giving rise to such a claim or (if sooner) the date when it ought reasonably to have become so aware.
18. No action or proceedings for any breach of a Contract shall be commenced against the Company after the expiry of 6 years from the date of practical completion of the delivery of the Services.
19. The Client agrees not to bring any claim personally against any individual partners or employees of the Company in respect of losses suffered directly or indirectly in connection with the provision of the Services by the Company. This provision will not limit or exclude the liability of the Company for acts of negligence by its partners or employees.
20. The Client will not attempt to engage in its employ any employee of the Company or any SSP engaged in the provision of Services within a 12 month period after completion of the Contract.
21. The Company shall have and keep in force Professional Indemnity Insurance in respect of its performance of the Services in an amount not less than the limit of liability stated in section 12 of these Terms and for a period of 6 years from the date of practical completion of the Services and so long as this Insurance is reasonably commercially available.
22. The Company shall on written request by the Client produce evidence by way of certificate of insurance or otherwise as appropriate that Professional Indemnity Insurance has been effected and remains in effect.
23. Neither the Client or the Company confers or purports to confer on any third party any benefit or any right to enforce any of these terms and conditions under the Contracts (Rights of Third Parties) Act 1999.
24. These Terms and all Contracts between the Client and the Company are governed by Scots Law and the parties agree to submit to the jurisdiction of the Scottish courts.
25. The foregoing Terms shall constitute the basis upon which the Company provides the Services unless, and until such time as, a more detailed formal appointment has been agreed in writing by the Company and the Client to supersede these Terms.
26. The Company reserves the right to renegotiate the Fee if the Client requests that the scope of work of the Contract be changed.
27. If the Client chooses to cancel the Contract without giving at least 30 days notice and without reasonable cause, the Company reserves the right to issue an invoice in respect of the full Fee due for the remaining part of the Contract and on the same payment terms as set forth in clause 8.
28. The Company retains all intellectual property rights associated with the Services to include (but without limitation) copyright in all designs, drawings, ideas, proposals, patents, plans, programmes of work and any other information provided under the provision of the Services. This information is copyright and is not for dissemination to other parties by any means whatsoever without written permission of the Company.