

SARAH IRONS - TERMS OF BUSINESS

DEFINITIONS

1. In these terms of business, the following definitions shall apply:

"Client"	The person who engages SARAH IRONS (or on whose behalf SARAH IRONS is engaged) to perform the Services.
"Completion of Services"	The completion of the Services as indicated by the production of a final product in written form, lawful suspension of the Services (without resumption of the same), lawful termination of the Contract or as SARAH IRONS acting reasonably shall otherwise determine.
"Contract"	The contract under which SARAH IRONS agrees to perform the Services.
"Estimate"	Any estimate of Fees and/or expenses (in writing) prepared by SARAH IRONS (whether in the Proposal or otherwise) in relation to the cost of the Services.
"Fees"	The fees and expenses to be paid to SARAH IRONS for the Services as set out in the Estimate or as agreed between the parties or which the Client is otherwise liable to pay. Unless otherwise stated or agreed, the Fees (including any sums referred to in the Estimate or the Proposal) shall be payable together with any Value Added Tax .
"Indirect Losses"	Loss of profits, loss of business, loss of opportunity, loss of goodwill or any claim for consequential or indirect loss of any nature.
"Project"	The transaction, development or other project in relation to which the Services are required.
"Proposal"	Any written statement of the extent and/or detail of the Services prepared by SARAH IRONS setting out the scope of the work to be carried out.
"Services"	The work to be carried out by SARAH IRONS as identified in the Estimate, the Proposal or as otherwise agreed between the parties.
"Terms"	These terms of business of SARAH IRONS as amended by the Proposal or agreement between the parties in writing.

The Estimate, Fees and the Proposal

2. The Estimate for the Services is as provided in the Proposal and relies on information provided by the Client. If SARAH IRONS becomes aware that any material information provided by the Client which is relevant to the Estimate, the Fees, the Proposal or the Contract is incorrect, it shall inform the Client as soon as reasonably possible and shall provide details of (and shall be entitled to make) any modification to the Estimate, the Fees, the Proposal or the Contract that may be reasonably necessary. Before making any modification, SARAH IRONS shall attempt to agree the same with the Client.

3. Unless otherwise agreed, the Estimate (and the hourly fee rates quoted therein) shall remain valid for acceptance for three months from the date of the Proposal. If the period of performance of the Services lasts more than six months from the expiry of the Proposal, SARAH IRONS reserves the right to apply a reasonable increase to its Fees. Before increasing its Fees, SARAH IRONS shall attempt to agree the same with the Client.

4. The Fees shall include all time spent in performing the Services, whether at the Client's premises or elsewhere, including travelling. All expenses, whether out of pocket or imposed by third parties, will be charged at cost plus a handling charge of 10 per cent and added to the Fees.

5. Variations by the Client to the scope or extent of the Services may be subject to additional charges and SARAH IRONS reserves the right to suspend performance of the Services until such time as these additional charges (if applicable) are agreed. Any additional charges will be based on the hourly fee rates which were agreed for the Services or, if no specific hourly rates were agreed by the parties, then at the hourly fee rates then charged by SARAH IRONS for work of that type. Any increase to the expenses (out of pocket or imposed by third parties) to be incurred by SARAH IRONS as a consequence of these variations shall be charged as set out in Clause 4.

Payment of the Fees

6. The Client agrees to pay to SARAH IRONS the Fees for the Services, including for variations as provided for in Clause 5.

7. Unless otherwise agreed, all sums shall be invoiced from the commencement of the Services on a monthly basis in arrears.

8. The due date for payment of any instalment of the Fees shall be the date of receipt of SARAH IRONS's invoice.

9. In the event that any invoice (or part of it) remains outstanding for 30 days following the final payment date for such invoice, SARAH IRONS shall be entitled to terminate the Contract and the provision of the Services without prejudice to its accrued rights. The Client will indemnify and compensate SARAH IRONS in respect of all

and any costs (including legal or court fees) that it incurs in recovering, or seeking to recover, monies due under outstanding invoices, including making good any deficit between the costs that SARAH IRONS is awarded and has paid on the detailed or summary assessment of costs and the costs actually incurred by SARAH IRONS.

10. SARAH IRONS shall have no liability for any loss, damage or costs that the Client may suffer howsoever arising (whether direct, indirect or consequential, loss of profit, loss of opportunity, loss of goodwill consequential loss, or otherwise) by virtue of the lawful suspension or termination of the Services.

Performance of the Services

11. SARAH IRONS will exercise such reasonable skill, care and diligence in the discharge of the Services and all its obligations under these Terms and the Contract as is to be expected of an appropriately qualified and competent environmental consultant experienced in carrying out services of the relevant nature in accordance with the provisions of the Proposal.

Termination of the Services

12. The Services may be terminated by either party serving one month's notice in writing on the other. In the event of termination, SARAH IRONS shall be entitled to invoice the Client for all Fees and expenses incurred up to the date that the Services are terminated.

Insurance and limitation of liability

13. SARAH IRONS shall use its reasonable endeavours to effect and maintain 2 million insurance cover for any one occurrence for Public Liability and 2 million insurance cover for any one occurrence for Professional Indemnity Liability during the course of the Services and for 3 years after Completion of the Services providing always that such insurance is generally available to members of SARAH IRONS's profession in the market on commercially reasonable terms and rates. Confirmation of insurance cover is available on request. If such insurance ceases to be available on commercially reasonable terms and rates then SARAH IRONS shall promptly notify the Client.

14. In the event that the Client requires SARAH IRONS to effect and maintain a higher level of Public Liability insurance or Professional Indemnity insurance than that stated in Clause 13, then SARAH IRONS reserves the right to increase the Fees to reflect the Client's additional requirements.

Assignment and sub-contracting

15. SARAH IRONS shall be entitled to assign or sub-contract the performance of the Services unless provided otherwise in the Proposal.

Intellectual Property

16. All written or other reports shall be addressed only to the Client unless otherwise agreed by SARAH IRONS. These written materials are for the sole use of the Client in accordance with the Scope of Works detailed in the Proposal. They may not be relied upon by any third party or used in support of other projects.