Integro Design Engineering Associates Ltd

Standard Terms and Conditions

1. Definitions

a. "The Client" means the party to whom the Services are being provided.
b. "The Consultant" or "The Consultancy" means Integro Design Engineering Associates Ltd.
c. "The Services" means any services being provided by the Consultant under these Terms.
d. "The Fee" means renumeration for the Services as quoted by the Consultant.
e. "the Proposal / Quotation" means the quotation or fixed price proposal provided by the Consultant in respect of the Services to be provided to the Client.
f. "These Terms" mean these Integro Design Engineering Associates Ltd Standard Consultancy Terms, which shall come into effect as of the date on which the Consultant first commences performance of the Services and represent the entire agreement and understanding between the parties in relation to the provision of the Services.

2. Services

The Consultancy agrees to provide the Services as outlined in the project proposal or agreement. Services include, but are not limited to, process design, feasibility studies, detailed engineering, project management, and commissioning support. The Consultancy will provide services as agreed in a Proposal / Quotation, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care. The Consultancy is responsible for maintaining reasonable continuity in personnel providing Services on its behalf, but reserves the right in its sole discretion to make changes from time to time; no additional charge will be made for any handover period, and the Consultancy remains responsible for Services performed by any individual on its behalf.

3. Copyright and Intellectual Property Rights

Unless the parties have signed a separate agreement containing more specific provisions in relation to intellectual property rights (in which case the provisions of such agreement will continue to apply in lieu of this clause), 'Deliverable' means a work produced by the Consultancy in the course of Services for delivery to the Client. The copyright in all drawings and other documents provided to the Client by the Consultant shall remain vested in the Consultant but the Client shall have a non-exclusive royalty-free licence to copy such drawings and other documents for the purposes for which they were provided, conditional upon all payments having been received by the Consultant. The Consultant shall not be liable for the use of any such drawings or other documents for any purpose other than that for which they were provided.

4. Charges and Payment

Proposals/ Quotations are subject to change if based on incorrect information provided by the Client, or if any specified dependencies / facilities are not available on time. Any changes identified by the Consultant which it is considered will affect the Fee due will be notified to the Client within 14 days of them becoming apparent and the Client shall be notified in writing (including e-mail as an acceptable means of communicating).
The Fee due shall be invoiced and paid as specified in the Proposal / Quotation. The Client will pay the Consultancy's invoices within 30 days, plus VAT. Unless otherwise specified, where payment is on a time and materials basis, the Consultancy may invoice monthly.
If any of the Consultancy's invoices becomes overdue, the Consultancy may suspend provision of Services, and any agreed timescale will be automatically extended; the Consultancy may also terminate an engagement at any time when any payment is more than 7 days overdue. Interest is payable on late payments, calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5. Liability

Neither party excludes liability for death, personal injury, fraud, repudiatory breach, or otherwise where it is not lawful to do so. Neither party shall be liable for any loss or damage in excess of the 25% of the total fees payable in respect of an engagement, except where it may not lawfully exclude or limit liability. Each party expressly excludes liability for economic, consequential or indirect loss or damage of any kind, or for loss of profit, business, revenue, goodwill or anticipated savings. Any liability or remedy for innocent or negligent (but not fraudulent) misrepresentation is expressly excluded.

6. Terms

A contract for an engagement formed on the basis of a Proposal / Quotation referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any Purchase Order or other such document from the Client is intended for the Client's own administrative purposes only, and that notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

7. Confidentiality

Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), neither party shall disclose to any other person any confidential information concerning the business of the other, other than for the purposes of performing the Services.

8. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, and labour disputes.

9. Governing Law

These terms and any non-contractual disputes or claims between the parties are governed by the laws of Scotland, whose courts shall have sole jurisdiction in relation to all matters arising.