

09 November 2022
Project No. 5014549

Lynn Hannawin
Stratfield Mortimer Parish Council

By email only

Dear Lynn,

The Cowyards
Blenheim Park
Oxford Road
Woodstock
OX20 1QR

01993815000
www.ridge.co.uk

Mortimer Common to Burghfield Common Cycle/ Footway

Please find set out below our revised fee proposal for undertaking the preliminary design of the Mortimer Common to Burghfield Common cycle/ footway scheme and the associated work to inform the planning process, together with our enclosed programme for undertaking these works assuming that the Phase 2 Ecological surveys are not required.

Our fee for undertaking the preliminary design and overseeing the planning process is £14,350 + VAT and takes account of some (but not all) of the overspend that we have incurred in overseeing the coordination of the surveys (Total overspend to date is £4500). This proposal is in accordance with our enclosed standard terms and conditions (Version 25). For this fee we would undertake the following:

1. Undertake a further site visit.
2. Undertaking the preliminary design of the cycle/ footway.
3. Obtain informal comments from WBC highways department.
4. Provide outline proposals for extending the bridge/ culvert over the Lockram Brook to facilitate the cycle/ footway.
5. Commission a Stage 1 Road Safety Audit.
6. Prepare the designer's response to the Stage 1 Road Safety Audit.
7. Provide a budget cost estimate.
8. Prepare a design and access statement to support the planning application.
9. Co-ordinate the planning application.
10. Prepare a report summarising the design and planning process, budget estimate and next steps.
11. Undertake two further rounds of consultations with the landowners.
12. Attend 6 no. virtual client meetings.

Our proposal excludes the following:

1. Third party costs
2. Stakeholder holder engagement apart from with the landowners (noted above).
3. Overseeing the Phase 2 Ecological Surveys and implications on the design and programme.
4. A formal pre-app with WBC Highways
5. Discharge of planning conditions
6. Obtaining utility diversion estimates
7. Obtaining land drainage consent, should this be required
8. Detailed design of the footway/ cycle scheme
9. Obtaining S278 approval for the works in the public highway
10. Street lighting design
11. Tendering the works
12. Contract administration

13. Site supervision

If additional services are required including site visits or meetings in excess of that scheduled above, we will fee these on a time charge basis utilising the following standard rates:

- Partner - £120
- Associate - £90/hr
- Senior Engineer - £75/hr
- Engineer - £60/hr
- Technician - £40/hr

Should this proposal meet with your approval then we look forward to receiving your written instruction to proceed. If you have any queries, please do not hesitate to contact me for clarification.

Yours sincerely



Steve Watts
Associate
For Ridge and Partners LLP

TERMS AND CONDITIONS OF BUSINESS (VERSION 25)

RIDGE

In these Terms (unless the context otherwise requires):-

"Contract" means the contract between Ridge and the Client for the provision of the services on the terms set out in the Offer Letter and incorporating these Terms.

"Client" means the person, firm or company to whom Ridge is to provide the services and to whom the Offer Letter is addressed.

"Fees" mean the sums payable by the Client to Ridge in respect of the Services, as set out in the Offer Letter.

"Offer Letter" means Ridge's letter addressed to the Client setting out the terms on which Ridge agrees to provide the Service, and which refers to and incorporates these Terms.

"Project" means the project to which the Services relate, as set out in the Offer Letter.

"Ridge" means Ridge and Partners LLP, whose office locations are set out on the website www.ridge.co.uk.

"Services" means those services to be provided by Ridge, the scope, nature and requirements of which are set out in the Offer Letter and as may be subsequently varied in accordance with these Terms.

"Tender Services" means any services to be provided by Ridge in relation to submission of the Client's tender, as set out in the Offer Letter.

"Terms" means these terms and conditions, as may be amended in the Offer Letter.

"Third Party" means any party other than Ridge or the Client (and Third Parties shall be construed accordingly).

Words in the singular include the plural, and vice versa. Words in the masculine include feminine and neuter.

The words "include" and "including" shall be construed as followed by the words "without limitation" unless the context otherwise requires.

Any reference in these Terms to any statute or statutory instrument shall include and refer to any statutory amendment or re-enactment therefore from time to time and for the time being in force.

1. GENERAL

1.1. These Terms shall be read in conjunction with the Offer Letter and in the case of any conflict between these Terms and the Offer Letter, the provisions of the Offer Letter shall take precedence. Notwithstanding the above, clause 10 (Asbestos) herein shall always take

precedence over any provisions of the Offer Letter.

1.2. No variation to the Contract shall be binding unless agreed in writing between Ridge and the Client. Only a Ridge Equity Partner may enter into or vary a Contract on behalf of Ridge.

1.3. The Contract constitutes the entire agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to or connected with the Contract and/or the Services (whether oral or in writing) and any terms and conditions submitted by the Client (whether before or after the date of the Offer Letter) or contained in any letter, purchase order or any other document.

1.4. The Client acknowledges that there are no representations outside these terms which have induced the Client to engage Ridge to provide the Services and that the only remedies available to the Client arising out of or in connection with any such representation shall be for breach of this Contract.

1.5. The Contract sets out the full extent of Ridge's obligations and liabilities arising out of or in connection with the Services and there are no conditions, warranties, representations or terms, express or implied, that are binding on Ridge, except as specifically stated in this Contract. Any condition, warranty, representation or term which might otherwise be implied into or incorporated in this Contract whether by statute, common law or otherwise, is hereby expressly excluded.

1.6. Nothing in this Clause shall limit or exclude any liability for fraud.

1.7. In carrying out its obligations under the Contract, Ridge shall be acting as an independent professional and not as the agent of the Client. Nothing under the Contract or in the performance of the Services shall be construed as creating a relationship of principal and agent. Neither party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other party save as may be expressly permitted by the terms of the Contract.

2. SERVICES

2.1. Ridge shall provide the Services using reasonable skill and care. Nothing in this Contract or otherwise shall impose any obligation (whether

express or implied) on Ridge that the Services shall be fit for any particular purpose.

2.2. Any documents, text or drawings prepared by Ridge as part of the Services that could be affected by the Property Misdescriptions Act 1991 or the Property Misdescription (Specified Matters) Order 1992, must not be included by the Client in any statements about land (which includes buildings) offered for sale without the information being approved in writing by the Ridge Equity Partner responsible for the Project.

2.3. Unless otherwise stated in the Offer Letter, and subject to clause 2.4, any dates provided by Ridge in the Offer Letter for completion of the Services are estimates only and the time for completion shall not be of the essence of the Contract.

2.4. If a time for completion is stated in the Offer Letter and if Ridge is prevented from or hindered in providing the Services or any part thereof by reason of war, riot, explosion, fire, flood, strike, lockout, pandemic, epidemic, shortage of materials or labour or any other cause beyond Ridge's control:

2.4.1. the time for completion shall be extended by a period equal to that during which the cause preventing or hindering the provision of the Services exists or Ridge shall agree an alternative course of action with the Client; and

2.4.2. Ridge shall be entitled to payment of all reasonable costs incurred by Ridge arising from or in connection with such hindrance or prevention.

3. TENDER SERVICES

3.1. The following provisions apply only when the Offer Letter states that Ridge is providing Tender Services to the Client under the Contract:

3.1.1. The scope of the Tender Services is set out in the Offer Letter. Ridge's fee in respect of the Tender Services allows for a reasonable number of amendments to tender documents during the tender period. Should Ridge be required to carry out unanticipated or very late amendments, Ridge shall be entitled to payment of additional fees in respect of any additional services to be provided, as shall be fair and reasonable unless otherwise agreed.

3.1.2. Ridge will perform the Tender Services in accordance with the duty of care in clause 2.1. The Client acknowledges that tender preparation is, by its very nature, carried out under circumstances of limited time and available information and the Tender Services may therefore include occasional errors or omissions of information (including assumptions, allowances, measurements or calculations) ("Tender Information") that may prove inaccurate by reference to later available information. Ridge does not guarantee the accuracy of any such Tender Information and notwithstanding any other provision of the Contract shall have no liability whatsoever arising out of any such errors, omissions or inaccuracies.

3.1.3. The final commercial decision on the value of any tender (including any adjustments to figures or values Ridge may propose) rests with the Client. Notwithstanding any other provision of the Contract, Ridge shall have no liability whatsoever arising out of or in connection with the value of the tender.

3.1.4. Unless otherwise stated and specified in the Offer Letter and notwithstanding any other provision of the Contract, Ridge shall have no liability whatsoever arising out of or in connection with any design or element of design in respect of the Tender Services.

3.1.5. Ridge shall treat as confidential in accordance with the provisions of clause 12 any information provided to Ridge by the Client in relation to its proposed tender (including rates, constants and similar).

3.1.6. Unless set out in the Offer Letter, Ridge will act only for the Client in relation to the Project. To prevent conflicts of interest Ridge are unable to prepare tenders on any project where it has an existing involvement of any nature.

4. CLIENT OBLIGATIONS

4.1. The Client shall:

4.1.1. provide in a timely manner any decisions, approvals or other confirmations or instructions as Ridge may reasonably require and/or are

necessary for the performance of the Services;

4.1.2. provide in a timely manner any facilities, assistance, documents, information and materials as Ridge may reasonably require and/or are necessary for the performance of the Services (on which Ridge shall be entitled to rely), and shall ensure that all such assistance, documents, information and materials are accurate in all material respects;

4.1.3. obtain and maintain any necessary licences, permits, permissions, consents and other approvals as may be required for the performance of the Services; and

4.1.4. comply with all relevant statutes and statutory provisions or regulations, including the Construction (Design and Management) Regulations 2015.

5. PAYMENT TERMS

5.1. In consideration of the provision of the Services by Ridge, the Client shall pay Ridge the Fees in accordance with the terms of the Contract.

5.2. The Fees are exclusive of VAT and any other applicable duties, taxes or fees, which shall be payable by the Client. Unless otherwise stated in the Offer Letter, the Fees exclude all disbursements and expenses and the Client will pay all reasonable disbursements and expenses incurred in carrying out the Services.

5.3. Ridge will submit invoices to the Client in accordance with the timescales set out in the Offer Letter or, where not set out, at monthly intervals.

5.4. Ridge's invoice is the notice of payment specifying the sum that it considers to be due at the Payment Due Date (as defined in clause 5.6) (the "Notified Sum"). Each invoice states the basis on which the amount is calculated and includes details of the calculation.

5.5. Unless the Fees are stated in the Offer Letter as being payable in fixed instalments, Ridge shall be entitled, in respect of any interim, stage or final payment, to the value of all work undertaken in respect of the Services to which the invoice relates.

5.6. The date on which payment becomes due in respect of the Notified Sum is on receipt of an invoice (the "Payment Due Date").

5.7. Unless otherwise stated in the Offer Letter, the final date for payment shall be 17 days from the Payment Due Date (the "Final Date for Payment").

5.8. The Client shall pay to Ridge the Notified Sum on or before the Final Date for Payment of each invoice.

5.9. The Client may give Ridge notice, no later than on the seventh day before the Final Date for Payment that it intends to pay less than the Notified Sum. Any such notice shall specify the sum that the Client considers to be due and the basis on which that sum is calculated.

5.10. The Client will be responsible for payment of all invoices. Where the Client is entitled to recover fees from any third parties, the invoices will be settled by the Client whether or not recovery is possible.

5.11. The Client shall have no right to set off any amounts claimed, owed or due from Ridge under this Contract or otherwise from any payment claimed, owed or due to Ridge under this Contract.

5.12. Ridge reserves the right to charge the Client interest (both before and after any judgment) on any unpaid invoices (other than sums which are unpaid in accordance with the provisions of these Terms) or wrongfully withheld amounts at the rate of 8% per annum over the base rate for the time being of Barclays Bank Plc until such payment is made. For the purposes of this clause an invoice shall be deemed to be unpaid from the Final Date for Payment.

6. TIME CHARGE

6.1. Where the Fees for the Services, or part of the Services, are payable on a time-charge basis the current hourly charge rates for Partners and other members of staff likely to be involved in the provision of the Services will be set out in the Offer Letter, or provided in writing by Ridge to the Client thereafter. The hourly charge rates will be doubled for any Antisocial Work that is required. "Antisocial Work" is defined as work required during any period in which it has previously been agreed in writing by the Client (or their representative) and Ridge that the Partner,

employee or consultant is unable to work during that period. Ridge will notify the Client in advance in writing should this situation arise.

6.2. Unless stated otherwise in the Offer Letter, any figure provided by Ridge in respect of the Fees is an estimate only and not a fixed price and the total Fees may be higher or lower than the estimate given.

6.3. Where a limit is stated in the Offer Letter in respect of the Fees, disbursement or expenses which can be incurred by Ridge in relation to the Services such limit will only be an estimated limit. Ridge will use reasonable endeavours to inform the Client as soon as it appears that any such limit may be exceeded and will use reasonable endeavours not to exceed the limit without first obtaining the Client's consent.

6.4. The Fees shall be adjusted if the performance of the Services is materially delayed, prolonged or disrupted due to any change in scope, size, complexity or duration of the Project which is beyond Ridge's control. The addition to the Fees shall be such amount as is agreed between the parties or, failing such agreement, a fair and reasonable amount based upon the prevailing hourly charge rates and the net additional time spent by Ridge and shall be payable in accordance with the provisions of clause 5.

7. VARIATIONS

7.1. Should Ridge be required to carry out any work not included within the Services or Fees set out in the Offer Letter ("Additional Services"), Ridge shall be entitled to payment of additional fees in respect of the Additional Services. Unless otherwise agreed with the Client, additional fees for the Additional Services shall be calculated on the basis of its prevailing hourly charge rates and shall be payable in accordance with the provisions of clause 5.

8. CLIENT ACCOUNTS

8.1. Where agreed with the Client Ridge shall retain any Client monies received from the Client in a Client account in accordance with the RICS Members' Accounts Rules.

9. LIMITATION OF LIABILITY

9.1. Without prejudice to any shorter limitation period prescribed by law, no action or proceedings arising out of or in connection with the Contract, whether in contract, tort, negligence, breach of

statutory duty, following termination or otherwise, shall be commenced against Ridge after 6 years from the earlier of the date of the Offer Letter or the date on which Ridge commenced provision of the Services.

9.2. Subject to the provisions of clause 9.3 below, Ridge's liability to the Client arising out of or in connection with the Services and/or this Contract, whether arising under contract, tort, negligence, breach of statutory duty, following termination or otherwise shall be limited to the lower of the sum of £1,000,000 (one million pounds) or three (3) times the Fees payable to Ridge under the Contract, or such other sum as may be set out in the Offer Letter, for each claim or series of claims.

9.3. Notwithstanding the limitation of liability in clause 9.2 above, Ridge's liability arising out of or in connection with the circumstances specified below (the "Specified Circumstances") shall be limited to the lower of the amounts stated or three (3) times the Fees payable to Ridge under the Contract. Ridge shall have no liability whatsoever in relation to the Specified Circumstances in the event that no recovery is possible under the insurance policies maintained by Ridge.

9.4. The Specified Circumstances (and corresponding limits of liability) are as follows:

9.4.1. liability arising out of or in connection with any losses arising in relation to electronic information or communication (£250,000 per annum in the aggregate);

9.4.2. liability arising out of or in connection (whether directly or indirectly) with pollution and/or contamination (£1,000,000 per annum in the aggregate);

9.4.3. liability arising out of or in connection with any work undertaken in connection with asbestos (£1,000,000 per annum in the aggregate); and

9.4.4. any claim, loss or liability directly or indirectly arising from or in any way connected to the fire safety of a building (£1,000,000 per annum in the aggregate and limited to the costs and expenses of repair and replacement which are the direct result of the negligence of the Consultant); and

- 9.4.5. liability arising out of or in connection with the unintentional destruction, damage, loss or mislaying of documents (reasonable copying cost of such documents).
- 9.5. Notwithstanding any other provision of the Contract, Ridge shall have no liability whatsoever arising out of or in connection with:
- 9.5.1. any errors or omissions in any element of the Services to the extent that the Services (including the preparation of any as-built drawings or other as-built documents) are based on information or advice provided by the Client or Third Parties; or
- 9.5.2. any services of Third Parties, unless otherwise set out in the Offer Letter or subsequently agreed in writing by an Equity Partner of Ridge; or
- 9.5.3. any services to the Client other than the Services for which Ridge is expressly appointed in writing by agreement with the Client, notwithstanding any review, enquiry, investigation, inspection or discussion (including opinion, advice, recommendation and approval) by Ridge relating to any matter outside the scope of the Services, and notwithstanding any qualification, competence and experience said to subsist in Ridge, whereby no knowledge of Ridge shall be implied, no obligation to notify or advise supposed, and no duty of care owed beyond that which relates directly to the provision of the Services.
- 9.6. Where any remote, desk-top or documents-only assessment, review or report is undertaken by Ridge in the provision of the Services, it is understood that Ridge shall have no knowledge of any matter or characteristic whatsoever which could only be discernible by site or physical visit.
- 9.7. Notwithstanding any other provision of the Contract, Ridge shall not be liable for any loss of income, loss of actual or anticipated profits, loss of rent, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to or corruption of data, for any wasted expenditure, alternative accommodation or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.
- 9.8. Ridge's liability to the Client under the Contract shall be limited to the proportion of the Client's loss and damage that it would be just and equitable to require Ridge to pay, having regard to the extent of Ridge's responsibility for that loss and damage and the responsibility of any other parties appointed by the Client in relation to the Project.
- 9.9. The Client shall not bring any claim against any of Ridge's Partners, employees or consultants personally, who shall have no personal liability to either the Client or any third party. Each such Partner, employee and consultant shall have the benefit of this provision under the Contracts (Rights of Third Parties) Act 1999.
- 9.10. Nothing in the Contract shall limit Ridge's liability in respect of fraud, personal injury, death or any matter in respect of which such liability cannot be limited by law.
- 9.11. Notwithstanding any other provision of the Contract, Ridge's liabilities in the performance of the Services shall be limited to the exercise of reasonable skill and care as required by clause 2.1 and Ridge shall not be in breach of any terms or conditions of the Contract if it has exercised such reasonable skill and care.
- ## 10. ASBESTOS
- 10.1. Any services to be performed by Ridge in connection with asbestos (as may be set out in the Offer Letter) shall be limited to:
- 10.1.1. The provision of advice on the requirement for new or supplementary asbestos surveys.
- 10.1.2. The provision of advice on the suitability of proposed asbestos surveyors and laboratories.
- 10.1.3. Assistance with the procurement of asbestos surveys (instruction of the specialist and fees to be direct with the Client)
- 10.1.4. Review and interpretation of asbestos surveys
- 10.1.5. Advising on asbestos removal matters including the suitability and procurement of contractors, assessment of asbestos license, review

of plan of works and commenting on removal methodologies

10.1.6. The provision of administrative services such as the chairing of meetings with asbestos contractors or surveyors

10.1.7. Advising on the suitability and procurement of an asbestos analyst, when the analyst's attendance is required

10.1.8. Review of handover documentation following asbestos removal, including four stage clearance certificates and waste notes.

10.2. Ridge's liability shall in no circumstances be extended to the direct management of asbestos remediation works or surveys, or the sampling of asbestos or suspected asbestos containing materials.

11. SUSPENSION AND TERMINATION

11.1. If the Client fails to pay any sum payable in accordance with clause 5 by the Final Date for Payment, Ridge may give a written notice of its intention to suspend the performance of its obligations under the Contract. If the Client's failure to make payment continues for 7 days after the giving of such notice, Ridge shall be entitled to suspend performance of any or all of its obligations until payment is made in full, including the withholding of any outstanding reports or similar.

11.2. Where Ridge exercises its right of suspension under clause 11.1, Ridge shall be entitled to payment of the resulting costs and expenses it has reasonably incurred, including any costs of resumption of performance.

11.3. Subject to clause 11.4 below, either party may terminate the Contract by giving to the other at least one month's notice.

11.4. The Client may only exercise its right of termination under clause 11.3 if all outstanding invoices have been paid in accordance with clause 5.

11.5. Notwithstanding any other provision of the Contract, Ridge may terminate the Contract immediately by notice if at any time the Client:

11.5.1. fails to make payment by the Final Date for Payment of any sums payable under

Clause 5 and has not served a valid notice in accordance with clause 5.9;

11.5.2. is in breach of its obligations under the Contract and fails to rectify such breach within 14 days' of Ridge's notice specifying and requiring the Client to remedy the breach;

11.5.3. is insolvent (within the meaning of section 113 of the Housing Grants, Construction and Regeneration Act 1996); or

11.5.4. commits any act in breach of the provisions of the Bribery Act 2010.

11.6. In the event of termination pursuant to clause 11.5, or termination by the Client pursuant to clause 11.4, Ridge shall be entitled to payment of:

11.6.1. all sums due under clause 5;

11.6.2. the value of all work performed prior to and including the date of termination; and

11.6.3. its reasonable costs and expenses incurred in connection with such termination, including any loss of profit or overhead suffered as a result.

11.7. Within 14 days of any termination entitling Ridge to payment under clause 11.6, Ridge shall issue to the Client a statement of the sums payable to Ridge. This statement shall be treated as an invoice issued under clause 5 and payment shall be due in accordance with the provisions of that clause.

11.8. Neither Party is to be liable to the other for any failure or delay in performing its obligations under the Contract due to any cause beyond its reasonable control ("Force Majeure") including governmental actions, war, riots, civil commotion, fire, flood, pandemic, epidemic, labour disputes (other than labour disputes involving employees of that party or its subcontractor's employees), currency restrictions and Act of God. If either party is prevented from or impeded in performing any of its obligations under the Contract for reasons of Force Majeure it may suspend the performance under the Contract by giving not less than 7 days' notice in writing to the other party. The performance is to be suspended only for the period of delay caused by Force Majeure. Either Party may terminate the Contract by giving

immediate notice to the other party if Force Majeure continues for a period of 6 (six) months or more.

12. CONFIDENTIALITY

- 12.1. Each party shall keep in strict confidence all information disclosed to it by the other party in connection with the Project and/or Services (whether in writing, orally, or by any other means) before or after the date of the Contract and which by its nature is confidential, is clearly intended to be confidential, or which is known or reasonably should be known by the recipient to be confidential (the "Confidential Information")
- 12.2. Neither party shall use any Confidential Information for any purpose other than to perform its obligations under the Contract.
- 12.3. Each party may disclose Confidential Information to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the recipient's obligations under the Contract.
- 12.4. The obligations of confidentiality contained in this clause 12 will not apply to Confidential Information which:
 - 12.4.1. is in the public domain prior to receipt;
 - 12.4.2. enters the public domain after receipt other than as a result of a breach by the recipient of any obligation to the disclosing party;
 - 12.4.3. by documentation was known to the recipient prior to disclosure by the disclosing party by reason other than having been previously disclosed in confidence to the recipient;
 - 12.4.4. was disclosed to the recipient on a non-confidential basis by a Third Party who did not owe any obligation of confidence to the disclosing party with respect to the disclosed Confidential Information;
 - 12.4.5. was independently developed by either party without reference to the other party's Confidential Information; or
 - 12.4.6. is required to be disclosed by a court of law or other competent tribunal, or any government body or other regulatory authority.

13. INTELLECTUAL PROPERTY

- 13.1. Unless otherwise set out in the Offer Letter, all intellectual property rights, including without prejudice to the generality of the foregoing, copyrights, patents, know how and any other intellectual property rights howsoever arising in all documents and drawings shall remain the property of Ridge.
- 13.2. Ridge hereby grants a non-exclusive, royalty free licence to the Client to use or reproduce any drawings, documents or data produced by Ridge in connection with the Services for all reasonable purposes in connection with the Project and/or Services.
- 13.3. The Client shall not use any such drawings, documents or data other than for the purposes set out in clause 13.2 and Ridge shall have no liability arising from or in connection with those circumstances where such drawings, documents or data are used for purposes not so specified in clause 13.2.
- 13.4. The licence granted pursuant to clause 13.2:
 - 13.4.1. may not be assigned by the Client;
 - 13.4.2. shall not include the right to grant sub-licences; and
 - 13.4.3. may be revoked by Ridge at any time for non-payment of any sums due under clause 5.
- 13.5. Ridge shall provide copies of any drawings, documents or data required by the Client pursuant to clause 13.2 and shall be entitled to its reasonable copying and administrative costs of providing such copies.

14. STORAGE OF PAPERS AND DOCUMENTS

- 14.1. Ridge shall archive and subsequently destroy any records created or received in relation to the Services or Project in accordance with its standard office archiving policy, a copy of which is available on request.
- 14.2. Ridge will maintain its records in relation to the Services for a period of six years from completion of the Services. If the Client wishes to have custody of any documents or information to which it may be entitled under this Contract it shall inform Ridge sufficiently prior to this date and Ridge shall be entitled to its reasonable costs

and expenses of satisfying the Client's request (including handling, courier and storage charges).

15. RIDGE STAFF

15.1. During the period in which Ridge is providing the Services, and for a period of 24 months following completion of the Services, the Client shall not approach any person or organisation employed or otherwise engaged by Ridge in connection with the Services with a view to employing or engaging them directly, save that this clause shall not apply in respect of any position or opportunity publicly advertised and to which a party has responded otherwise than in connection with the Project or Services.

16. RIGHTS OF THIRD PARTIES

16.1. Subject to clause 9.9, no party other than Ridge and the Client shall be entitled to enforce the terms of the Contract (whether set out in the Offer Letter and/or these Terms) and nothing in the Offer Letter, these Terms and/or any letter, report, advice or other document issued by Ridge in connection with the Services shall confer on any Third Party any benefit or any right to enforce any such term. Subject to clause 9.9, the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

17. ASSIGNMENT

17.1. The Client shall be entitled on a maximum of two occasions to assign, charge or transfer the benefit of this Contract or any of its rights arising hereunder.

18. WAIVER

18.1. No failure by Ridge to exercise, or any delay in exercising, any right or remedy provided under the Contract or by law shall constitute a waiver by Ridge of that (or any other) right or remedy and shall not preclude or restrict Ridge from any further exercise of that (or any other) right or remedy. No single or partial exercise by Ridge of any right or remedy provided under the Contract or by law shall preclude or restrict the further exercise of any such right or remedy.

19. SEVERANCE

19.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to

form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

20. GOVERNING LAW AND JURISDICTION

20.1. Notwithstanding the remaining provisions of clause 20, either party may refer a dispute to adjudication at any time. Such adjudication shall be carried out in accordance with The Scheme for Construction Contracts (England and Wales) Regulations 1998.

20.2. The Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed and construed in accordance with English law.

20.3. Subject to clause 20.1, and unless otherwise set out in the Offer Letter, the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

21. COMPLAINTS

21.1. Ridge aim to ensure that you have no cause to complain about their Services. However, in the event that you wish to make a complaint, Ridge's complaints procedure shall apply, a copy of which is available on request from any of our offices. If the complaint is not finally resolved between us, then subject to the agreement of both parties to this Contract, the complaint may be referred to the Surveyors Arbitration or the redress mechanisms operated by CIBSE or RIBA as may be appropriate to the Services provided.