

TERMS OF APPOINTMENT

construction projects

xxxxxxxxxxxx (client) have appointed Gordon Jaaback (consultant) to carry out consultancy services in the construction of the grassed sports pitches at xxxxxxxxxx in accordance with the conditions laid out in the Terms of Appointment and the appendices connected hereto.

1. GENERAL PROVISION

1.1 Scope of services

The services (hereinafter called 'the services') relating to the works to be constructed (hereinafter called 'the works') are described in the scope set out in Appendix A.

1.2 Notices

All notices under this engagement will be given in writing.

The client's address and responsible officers:

The consultant's address and responsible officer:

Gordon Jaaback
Corner Cottage
5 North Frith Park
Hadlow
Tonbridge
TN11 9QW
Tel: 01732 350351
Email: gordonjbk@turfandgrass.com

1.3 Definitions

In addition to the above xxxx shall be referred to as the 'contractor'. (if applicable)

2. COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION OF THE APPOINTMENT

2.1 Appointment in force

This appointment is considered to have come into force on or about xxxxxx.

2.2 Commencement date

The consultant commenced the Services on xxxx

2.3 Completion date

The services shall be completed by xxxx

2.4 Alterations

Should circumstances arise which call for modifications of the appointment these may be made by mutual consent given in writing. Proposals in this respect from one party shall be given due consideration by the other party.

2.5 Assignment

The consultant shall not in any way assign or transfer the obligations of this appointment or any part thereof without written consent of the client.

2.6 Postponement and termination

2.6.1 By notice of the client

The client may by written notice to the consultant at any time give prior notice of this intention to abandon the services, in whole or in part, or terminate this appointment. The effective date of termination of the appointment shall not be less than thirty (30) days after receipt of such notice, or such other shorter or longer period as may be agreed between parties. Upon receipt of such notice the consultant shall take immediate steps to bring the services to a close.

2.6.2 Force Majeure

The consultant shall promptly notify the client, in writing, of any situation or event arising from circumstances beyond his control and which he could not reasonably foresee which makes it impossible for the consultant to carry out in whole or in part his obligation under this appointment. Upon the occurrence of such a situation or event the services shall be deemed to be postponed for a period of time equal to that caused by the Force Majeure and a reasonable period not exceeded one (1) month to remobilise for the continuation of the services.

2.6.3 Default by the client

The consultant may by written notice to the client terminate this appointment:

- (i) if he has not received payment of that part of any invoice which is not contested within ninety (90) days of submission thereof
- (2) if the services have not been postponed as provided for in clause 2.6.2 and the period of postponement has exceeded six (6) months.

2.6.4 Default by the consultant

The client shall notify the consultant, in writing, if he considers that the consultant is not discharging his obligations under this appointment, stating the reasons therefore. In the event that the consultant does not respond to such notice within fifteen (15) days the client may deem the appointment terminated.

2.6.5 Rights and Liabilities of Parties

Termination of this engagement, for whatever reason, shall not prejudice or affect the accrued rights or claims and liabilities of either party to this appointment.

3. THE RIGHTS AND DUTIES OF THE CONSULTANT

3.1 Skill, Care and Diligence

The consultant shall exercise all reasonable skill, care and diligence in the performance of the services under the engagement and shall carry out all his responsibilities in accordance with recognized professional standards.

3.2 Faithful Adviser

The consultant shall in all professional matters act as a faithful adviser to the client and, in so far as any of his duties are discretionary, act fairly as between the client and third parties.

3.4 Provision of expert technical advice and skills

The consultant will provide all the expert technical advice and skills which are normally required for the class of services for which he is engaged. Where specialist technical advice or assistance is required, beyond that commitment under the scope of services in Appendix A, the sub-consultant may with the prior written agreement of the client arrange for the provision of such services. The client shall pay for all such services. However, the consultant shall retain full and unseverable responsibility for all the services which he is committed to render under this appointment.

3.5 Alterations to Contracts

The consultant shall have authority to make minor alterations to the works that do not involve extra cost to the client as may be necessary or expedient, but he shall obtain prior written approval of the client to any substantial alterations and costs of the said works and any instruction to a contractor which constitutes a major variation, omission or addition to the respective works.

3.6 Publication of Articles

The consultant shall have the right, subject to the client's approval, which shall not be unreasonably withheld, to publish descriptive articles, with or without illustrations, with respect to the works either on his own account or in conjunction with the other parties concerned.

4. LIABILITY OF THE CONSULTANT

4.1 Financial Liability of the Consultant

Notwithstanding anything herein contained to the contrary, the client shall indemnify and hold harmless the consultant for and against any and all claims, damages, expenses or costs (including those asserted by third parties) directly or indirectly related to the services to the extent that such claims, damages, expenses and costs exceed in total the consultant's liability as stated in 4.3 below. This indemnification and hold harmless by the client shall not apply in cases where such claims, damages and expenses arise from gross negligence or criminal action from the consultant.

4.2 Expiry of the liability of the Consultant

The liability of the sub-consultant expires two years after the substantial completion of the grassed pitches.

4.3 Professional Indemnity Insurance

The consultant shall take out and maintain professional indemnity insurance to the value of one million pounds for every occurrence of claim within the period of liability.

4.4 Restriction of Liability

The consultant has no liability whatsoever for any part of the works not designed by him or under his responsibility unless due to decisions taken and directives given by the consultant in the course of carrying out the services.

4.5 Damage resulting from acts by client, contractor or his supplier

The consultant has no liability whatsoever for any damage resulting from any act of the client, the contractor or his suppliers which is not covered by the scope of services by the consultant's instructions or written advice.

5. OBLIGATIONS OF THE CLIENT

5.1 Furnish data and information

The client shall furnish without charge and within a reasonable period of time, all pertinent data and information available to him and shall give assistance as shall reasonably be required by the consultant for the carrying out of his duties under this appointment. The client shall give his decision on all sketches, drawings, reports and matters properly referred to him for decision by the sub-consultant within an agreed stipulated period of time.

5.2 Services of others

The client undertakes to arrange the provision of services from others in accordance with Appendix B hereto. The consultant shall co-operate with the firms and/or individuals listed in the Appendix.

5.3 Monetary obligations of the client

The client shall pay the entire costs to all and any other services pursuant to this a appointment.

6. PERSONNEL

6.1 Consultants representative

The consultant shall designate an individual who shall be responsible on site on his behalf in the event of his services being required when he is unable to attend.

6.2 Client's individual experts

Notwithstanding the appointment of individual experts appointed by the client, the consultant shall at all time retain full and unseverable responsibility for the due performance of his obligations hereunder and for the satisfactory completion of the services. The client shall be liable for these experts' errors and/or omissions.

7. REMUNERATION OF THE CONSULTANT

7.1 Specification of remuneration

The client shall remunerate the consultant in respect of the services in accordance with the conditions set forth in Appendix C.

7.2 Additional remuneration for delays

In the case of delay on the part of the contractor due to his failure of properly perform the relevant works, the consultant, to the extent that such delay results in extra costs, shall be entitled to additional remuneration. Such additional remuneration shall be computed on a time basis together with all reimbursable costs incurred.

7.3 Remuneration for additional services resulting from causes beyond the control of the consultant

If at any time before the completion of the works under the appointment, any part of the work or the equipment shall be damaged or destroyed as a consequence of operations of war, political disturbance or other cause beyond the control of the consultant, the client shall pay the consultant the appropriate remuneration for any additional services which may be required to be designed and/or supervised by him as a result of such damage or destruction.

8. PAYMENTS TO THE CONSULTANT

8.1 Provision for payments

The client shall effect payments to the consultant on the bases of reasonable interim payments relative to the total sum set out in Appendix C

8.2 Time within which payments to be made

Amounts due to the consultant shall be paid within 45 days of receipt of the invoice for interim payments.

Proposal dated xxxxx

APPENDIX A

SCOPE OF SERVICES

1. **Scope**

2. **Responsibilities**

Proposal dated xxxxxx

APPENDIX B

ASSIGNED SPECIALISTS PROVIDED BY THE CLIENT

Proposal dated xxxxx

APPENDIX C

REMUNERATION AND PAYMENT