

ARM PROPERTY SERVICES LTD STANDARD GENERAL TERMS OF APPOINTMENT FOR PROFESSIONAL SERVICES

This Agreement is made between ARM Property Services Limited ("ARM") and ("the Client").

1. ARM shall:
 - 1.1 carry out the services ("the Services") specified in or referred to at ["the Schedule 1" or "ARM's proposal];
 - 1.2 use that level of skill and care as may reasonably be expected of a consultant acting in the capacity of ARM in the provision of the Services and practising under similar conditions subject to the time limits and financial and physical constraints applicable to the Services, and notwithstanding any term in any letter, proposal, invitation to tender or other communication ARM does not guarantee or warrant the fitness for purpose of its Services, or any part of its Services;
 - 1.3 complete the Services at the times specified in or referred to at ["Schedule 1" or "ARM's proposal], in the event that ["Schedule 1" or "ARM's proposal does not specify any time for completion ARM's obligation shall be to complete within a reasonable period of time, the time for completion of the Services shall be adjusted in the event that ARM is disrupted or delayed in its work by any unplanned event;
 - 1.4 maintain professional indemnity insurance of £1,000,000 provided such insurance is available at reasonably commercial rates;
 - 1.5 use reasonable endeavours not to disclose to any person confidential information it has obtained in the course of carrying out the Services save where the Client consents to disclosure or disclosure is required by any statutory or other lawful authority or by order of any competent court;
 - 1.6 be entitled to rely on information provided to ARM save only where such information is obviously inaccurate; and
 - 1.7 be entitled to suspend or terminate the provision of the Services in the event of any unpaid invoice.
2. The Client shall:
 - 2.1 pay ARM in accordance with ["Schedule 1" or "ARM's proposal];
 - 2.2 make payment within 28 days of the date of any invoice submitted by ARM in default of which late payment shall incur interest at the statutory rate; and
 - 2.3 refrain from hindering ARM in the carrying out of the Services and provide free of charge to ARM all data, reports, plans, drawings and other information (whether or not contained in documents) in the possession of the Client which pertains to the Services.
3. Save for death or personal injury, in which case ARM's liability shall be unlimited, ARM's liability, as well as the liability of its officers, directors, employees and subcontractors, under or in connection with this Agreement whether in contract, tort, debt, breach of statutory duty or otherwise shall be limited to the lowest of the following:
 - 3.1 the amount (if any) that ARM shall be entitled to be indemnified under its professional indemnity insurances as stated in Sub-Clause 1.4 in respect of that liability, or
 - 3.2 such sum as ARM ought reasonably to pay having regard to its responsibility for the total loss or damage suffered by the Client on the basis that all other consultants, contractors or suppliers whose acts, omissions, services or advices have caused or contributed to the said loss or damage shall be deemed to have paid to the Client such contribution as it would be just and equitable for them to pay having regard only to the extent of their responsibility and ignoring any limitations of liability that may be incorporated into their contracts with the client or with any other party.
 - 3.3 The parties agree and acknowledge that Sub-Clauses 3.1, and 3.2 satisfy the requirement of reasonableness as set out in the Unfair Contract Terms Act, 1977.
 - 3.4 Sub-Clauses 3.1 and 3.2 are discrete and severable. Notwithstanding Sub-Clause 3.1, to the extent that a court declares that any one or more of Sub-Clauses 3.1 or 3.2 are unenforceable those that remain shall continue in operation. For the avoidance of doubt, ARM's liability shall never exceed whatever is the lowest of the sums calculated in accordance with Sub-Clauses 3.1 or 3.2.
4. Time limit for bringing claims.

No action or proceedings under or in connection with this Agreement whether in contract, tort, debt, breach of statutory duty or otherwise shall be commenced after the expiry of 6 years from the date ARM completes the Services.

5. Third Parties.

ARM shall be under no obligation to provide collateral warranties or letters of reliance save as it agreed between the Client and ARM PS in writing prior to the execution of this Agreement. In the event that there is no such agreement ARM on receiving a written request from the Client, may decide to execute collateral warranties or letters of reliance but the decision to execute and the terms upon which and the parties with whom they will be executed shall be at the entire discretion of ARM.

Nothing in this contract confers or purports to confer on any third party any benefit or any right to enforce any term of this contract.

The benefit and burden of this Agreement to the client may be assigned only with ARM's express consent, the giving of which shall be at ARM's entire discretion.

6. Copyright

The copyright in all drawings, software, reports, specification, bills of quantities, calculations and other documents and information (hereinafter termed "intellectual property") prepared by or on behalf of ARM in connection with Services for delivery to the Client shall remain vested in ARM. When so agreed by ARM and recorded in writing prior to the delivery of such intellectual property and subject to ARM having received payment of all fees and disbursements properly due under this Agreement, the Client shall have a licence to copy and use such intellectual property for purposes directly related to the Services. Such licence shall enable the Client to copy and use the intellectual property but solely for his own purposes and such use shall not include any licence to reproduce any conceptual designs or professional opinions contained therein. Save as above, the Client shall not make copies of such intellectual property nor shall he use the same in connection with any other works or for any other purpose nor pass them on to any third party without the prior written approval of ARM and upon such terms as may be agreed by ARM.

ARM shall not be liable for the use by any person of any drawings, software, reports, specifications, or other documents or information for any purpose other than that for which the same were prepared by or on behalf of ARM.

7. This Agreement should be construed under and in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.