

RME Services Ltd**General Conditions for Consultants****1.0 Definitions**

- 1.1 **RME** shall mean RME Services Ltd, the purchaser of design and/or other professional services to be provided by the Consultant.
- 1.2 **The Consultant** shall mean the person, firm or company that provides the design and/or other professional services to RME Services Ltd as detailed in the purchase order or other purchasing data.
- 1.3 **The Consultant's Price** shall be a fixed sum inclusive of expenses and exclusive of VAT for the design and/or professional services identified in the purchase order or other purchasing data. The price may only be varied on receipt of written instructions and agreement from RME.
- 1.4 **The Deliverables** shall mean drawings, diagrams, calculations, schedules, reports and other relevant documentation to be supplied to RME Services Ltd in the provision of design and/or professional services as detailed in the purchase order or other purchasing data. The deliverables will normally be in an approved electronic format, unless agreed otherwise.
- 1.5 **The Purchase Order** shall mean the official purchase order or other purchasing data from RME Services Ltd together with any referenced documents.
- 1.6 **Variation** shall mean any addition, omission, substitution or modification of the requirements for professional services, which have not arisen from any negligence, omission or default of the Consultant.
- 1.5 **The Delivery Address(es)** for the deliverables shall be the e-mail or other address or addresses for provision of the deliverables as specified in the purchase order or other purchasing data.
- 1.8 **The Delivery Date** for the deliverables shall be as specified in the purchase order or other purchasing data.
- 1.9 **Regulatory and Statutory Requirements** shall mean any requirements imposed by applicable standards, codes of practice, best practice guidance, regulations and legislation.

2.0 Procurement

- 2.1 The procurement requirements of RME from the Consultant are contained within these general conditions, the purchase order and/or other purchasing data and any referenced documents.
- 2.2 If there is any inconsistency between these general conditions and the purchase order, including any referenced documents, the requirements of the purchase order shall prevail.
- 2.3 The scope of supply covered by the purchase order and any referenced documents shall not be amended, supplemented or varied in any way without the prior written agreement of RME.

3.0 General Requirements for Consultants

- 3.1 The Consultant shall provide the required service(s) and undertake duties with due diligence, skill, care, efficiency and economy in accordance with sound professional techniques and practices.
- 3.2 The Consultant shall provide all deliverables in accordance with specified requirements contained within the purchase order or other purchasing data and referenced documents. Deliverables shall be provided to the delivery address or addresses by the required or agreed date to suit the programme of construction works or, if none is specified, within a reasonable period, not exceeding 28 days, after receipt of the purchase order. If the consultant fails to provide the deliverables by the delivery date or within a reasonable period thereafter, RME will have the right to cancel the purchase order in whole or part. If RME's programme of works is extended due to failure on the part of the Consultant to provide his deliverables in due time, the Consultant shall not be entitled to additional payment for extension of time. Deliverables shall be provided in electronic format, either via e-mail or on disc, memory stick etc., generally in accordance with the following:
- **Drawings and Diagrams:** AutoCAD
 - **Calculations:** PDF
 - **Specifications, Reports etc.:** Word
 - **Schedules:** Excel or Word

- 3.3 Designs and other deliverables provided shall be suitable for the intended purpose, free from defects and errors, coordinated with other project requirements and services and be based on the scope of requirements, current guidance and best practice, published codes of practice and regulatory and statutory requirements, including British Standard Specifications. Unless agreed otherwise, calculations shall be undertaken using proprietary software of normal and accepted type for the industry. On completion of any design work undertaken, the Consultant shall confirm compliance with the Construction Design and Management Regulations through the provision of a 'Designer's Risk Assessment', which clearly and unambiguously shall demonstrate that the works designed can be safely constructed, safely maintained and safely demolished.
- 3.4 The Consultant will be required to inspect the site in question before any design or other work is undertaken and to satisfy himself as to the conditions under which works or services are to be carried out to accord with his recommendations and/or designs.
- 3.5 Where the Consultant's work relates to existing facilities or services or is dependent on them, the Consultant shall satisfy himself before commencing work that existing provisions are satisfactory and adequate for the acceptance of the new works. The Consultant shall have no claim against RME in respect of existing facilities or conditions unless matters relating to potential unsuitability have been notified to RME prior to the commencement of work.
- 3.6 The Consultant shall ensure that each consignment of deliverables is accompanied by his official document and drawing issue sheet that indicates the title, reference number, date and revision status of each document issued, the quantity if appropriate, and the format.
- 3.7 If appropriate to suit construction requirements and timescales and when agreed by RME and indicated in the purchase order, the Consultant may provide the deliverables in stages. Failure of the Consultant to provide the deliverables at any stage in due time will entitle RME, at its option, to treat the whole order as being un-fulfilled and the Consultant as being in default.
- 3.8 RME will not be deemed to have accepted any deliverables until it has had a reasonable time after delivery to review and assess them. Should any reasonable changes or updates be identified as necessary to comply with requirements following RME's review, the Consultant shall make the necessary changes at his own cost as soon as possible.
- 3.9 RME will provide the Consultant with any documentation, drawings, information and data reasonably required by him in connection with the site for which design and professional services are required. If in connection with the provision of professional services, RME permits any employees or representatives of the Consultant to have access to its Client's premises, the Consultant shall ensure that, whilst on the Client's premises, his employees and representatives comply with applicable health and safety and environmental legislation and Client's security requirements and site rules.
- 3.10 The Consultant shall comply with all RME's reasonable instructions. Should RME require a variation to the deliverables or professional services, it will request this in writing to the Consultant. The Consultant shall then provide RME with details of the cost increase or reduction, as appropriate, to accommodate the variation. The Consultant shall not implement any changes to his deliverables or professional services without RME's prior written approval.
- 3.11 The Consultant shall be liable for the consequence of errors, omissions or defects on his part. He shall indemnify RME against all claims and consequential losses incurred in connection his professional services and deliverables. Prior to any work being carried out, the Consultant shall provide RME with a copy of his professional indemnity insurance certificate. The copy of the certificate shall be replaced at its expiry date when necessary. The liability of the Consultant shall expire one year from the completion of any works carried out by RME in connection with his services, unless otherwise specified.
- 3.12 Where any designs and other deliverables that have been provided by the Consultant have been found to have errors, omissions or defects, the Consultant will be required to make the appropriate corrections to documentation as soon as possible. He shall also, if appropriate, provide the details, without delay and at his own cost, for any rectification that may have become necessary under the circumstances, ensuring that costs and delays resulting from the rectification works are minimised. Should the Consultant fail to rectify the situation associated with his errors, omissions and defects within a reasonable period to be agreed with RME, RME will make alternative arrangements for rectification and deduct any costs incurred in this from money owed to the Consultant.
- 3.13 The Consultant shall ensure that his employees and representatives comply with the RME policy on alcohol, drugs and other substance abuse, a copy of which is available on request.
- 3.14 The Consultant shall only use persons in the provision of designs and professional services that are appropriately skilled, experienced and qualified for the tasks allocated to them.
- 3.15.1 RME may at any time require the Consultant to suspend the whole or part of his service for such time to be advised by reasonable notice in writing due to the changed nature, scope or timing of the Consultant's services required.

4.0 Payment

- 4.1 RME will pay the price to the Consultant as indicated on the purchase order, which shall be inclusive of all costs and expenses and which may not be altered unless agreed in writing by RME. The Consultant shall submit his invoice to RME at the address shown on the purchase order on provision of the deliverables and professional services ordered showing price and VAT separately. The invoice shall clearly show the RME order number and detailed description of the deliverables and services provided.
- 4.2 Payment shall be made at the end of the month following the month in which the Consultant's invoice is received by RME.
- 4.3 If any amount of the invoice is reasonably and properly disputed, RME reserves the right to pay only the undisputed amount prior to resolution.
- 4.4 RME will reimburse the Consultant at cost for any reasonable travel and expenses incurred by persons engaged by the Consultant in providing any services to RME over and above those originally ordered provided that RME's written approval is obtained before incurring such expenses and that all invoices for such expenses are accompanied by valid receipts.

5.0 Intellectual Property

- 5.1 The Consultant shall grant to RME an irrevocable, assignable, royalty-free licence to use, copy, modify, adapt and translate all design and other documents and data relating to the performance of the works or services (including the right to grant sub licences) for any purpose connected with the carrying out of the works or services.
- 5.2 The Consultant shall indemnify RME against all claims, proceedings, costs and damages which may be incurred by RME on account of the infringement or alleged infringement of any patent or other intellectual property rights by the Consultant.

6.0 Assignment and Sub-Letting

- 6.1 The Consultant shall not sub-let any of his interests in the provision of designs and professional services without the prior written consent of RME.
- 6.2 The Consultant shall not sub-let the whole of the design work and professional services nor without RME's prior written consent (which will not be unreasonably withheld) sub-let any part of the design work or professional services.
- 6.3 Sub-letting shall not relieve the Consultant of any of his obligations under the engagement of his services.

7.0 Quality, Environment and Health and Safety

- 7.1 In providing design and professional services, the Consultant shall operate a management system that is in accordance with the requirements of ISO 9001 to the approval of RME.
- 7.2 The Consultant shall ensure that his designs comply with all current environmental and health and safety legislation. Specific items of environmental legislation will be those covering emissions to air, noise, water, waste and buildings, accommodation and land. Any product specified to be used must be of good quality, fit for purpose and durable in nature and where relevant shall have high energy efficiency or low water consumption.
- 7.3 The Consultant shall endeavour to ensure that locally sourced products/components and those of an environmentally friendly nature are incorporated into designs as far as possible. Timber and timber products to be used shall have been derived from renewable sources. Hazardous substances shall be avoided where environmentally friendly alternatives are available. The Consultant is expected to ensure as far as possible in the provision of designs and professional services that natural resources such as water, energy and raw materials will be used in an economical manner and the production of waste minimised.
- 7.4 In providing designs and professional services, the Consultant shall ensure that he has taken account of all known and foreseeable hazards associated with the site in question.

8.0 Termination

- 8.1 RME may terminate the purchase order in whole or part by written notice to the Consultant if the following occurs:
- (a) The Consultant commits a breach of the purchase order requirements or fails to perform to RME's reasonable satisfaction and, in the case of breach capable of remedy, he fails to remedy the breach within 2 working days of being required to do so in writing; or
 - (b) The Consultant becomes insolvent, passes a resolution for his winding up or has a liquidator, receiver or administrative receiver appointed.

- 8.2 RME may in addition terminate the Consultant's work in whole or part by giving the Consultant one month's prior written notice to that effect.
- 8.3 Following notice of termination by RME under Clause 8.1 or 8.2 above, RME shall not be required to make any further payment to the Consultant after the date of termination or prior to the withdrawal of such notice. The Consultant shall only be entitled to amounts due up to the date of termination. Any loss and expense incurred by RME may be deducted from any amount becoming due to the Consultant or recoverable as a debt from the Consultant.
- 8.4 Upon termination, the Consultant shall promptly comply with all instructions of RME with regard to the handover of drawings, calculations, documents etc. and other items relating to the design and professional services.
- 8.5 Termination shall be without prejudice to the accrued rights and remedies of the parties.

9.0 Disputes and Governing Law

- 9.1 If any dispute arises between the parties, which cannot be resolved amicably, it may be referred to adjudication. Each decision of the adjudicator shall be implemented by the parties. A party dissatisfied with a decision shall give notice of its dissatisfaction to the other within 30 days of the decision being issued. In the absence of such a notice the parties shall be deemed to have accepted the adjudicator's decision as final and conclusive.
- 9.2 RME may require that a dispute under the purchase order shall be referred to an adjudicator who has previously been appointed as adjudicator in any related dispute between RME and any other party.
- 9.3 Subject to Clause 9.1, every dispute shall be finally determined by the courts of England and Wales.
- 9.4 The purchase order shall be governed by English Law.

10.0 Confidentiality

- 10.1 The Consultant shall keep confidential and not disclose to any third party nor use for any purpose, other than that of fulfilling his obligations under the purchase order, RME's confidential information. Upon the completion of his services, the Consultant shall destroy any confidential information which is in his possession.