

Atamate Consultancy Terms and Conditions

The form of agreement proposed is as follows:

- For feasibility studies the form of agreement will be the ACE Professional Services Agreement - Advisory, Investigatory and other Services 2019 Edition.
- For the production of design information the form of agreement will be the ACE Professional Services Agreement 2017 Edition.

Unless stated otherwise, any work we carry out in relation to a Project shall be on the basis of our Fee Offer, the Fee Schedule included in your proposal and these Terms and Conditions which shall together form the Agreement between us.

The following definitions shall apply throughout this Agreement.

The Consultant:	Atamate Ltd., Celtic House, Caxton Place, Pentwyn, Cardiff, CF23 8HA
The Purpose	As detailed in the Fee Schedule.
The Services	As detailed in the Fee Schedule.
The Programme	The Programme referred to in Clause 2.2 is as detailed in the Fee Schedule or as agreed between the Client and the Consultant from time to time.

The following clauses shall form part of this Agreement in place of the corresponding clauses in the ACE Agreement.

Limit of Liability	<p>The total liability of the Consultant under clause 9.1 shall be limited to the level of Professional Indemnity insurance as stated in the Fee Schedule.</p> <p>Liability in relation to pollution and contamination shall be excluded.</p> <p>Liability in relation to asbestos shall be excluded.</p> <p>Liability in relation to terrorism shall be excluded</p> <p>The period of the Consultant's liability is from the effective date hereof to six years (unless an appointment document is executed and delivered as a deed in which case it shall be twelve years) after the completion of the Services or the termination of the Services if earlier.</p>
Expenses	Out of pocket expenses, other than those stated in the Fee Schedule as being included in the fee, shall be paid at cost and shall be billed monthly.
Payment	<p>Payment shall be due on submission of the Consultant's invoice. The final date for payment shall be 30 days after the payment due date.</p> <p>Late payments shall incur interest charges in accordance with UK Statutory Interest, namely 8% plus the Bank of England base rate prevalent at the time.</p>