

Time Basis Conditions of Engagement on
jobname (Job No.)

1. Fothergill and Company Limited will act as Consulting Engineers to **Mr** the Client on this project. Our obligation will be to exercise all reasonable skill care and diligence in fulfilling the brief, namely :
Description
2. The fee charged for this work will be on a time basis for staff, plus chargeable disbursements and VAT, and invoices may be rendered monthly.
3. The hourly rates for time basis charges vary depending on the type of work and hence the grade of staff necessary for a particular task. Time spent travelling is charged at the same rates. Currently our rates vary from £50/hour to £120/hour but are subject to periodic review. Time is recorded in units of 15 minutes and there is a minimum charge of 1 hour.
4. Chargeable disbursements include the costs of : printing copying etc; purchase of maps drawings records photographs etc; delivery charges, postal costs; travelling, parking subsistence and similar costs; statutory fees to Local Authorities; any specialist testing. All cash expenditures will be subject to a 10% handling charge.
5. The Client is entirely responsible for the payment of accounts on time irrespective of agreements he may have with other parties. Payment becomes due on submission of Fothergill and Company's invoice and the final date for payment shall be 28 days thereafter. Interest shall be added to all amounts remaining unpaid thereafter at a rate of 8% per annum above the base rate of Lloyds TSB Bank Plc.
6. If the project is abandoned, abortive fees will be charged.
7. Fothergill and Company Limited does not supervise the work of the Contractor on site, which is entirely his responsibility. However, Fothergill and Company will, if requested by the Client, visit the site periodically during the course of the structural works to monitor that they are being executed generally in accordance with the Contract. Notwithstanding any site visits made by Fothergill and Company, all design and drawing work is done on the understanding that the execution of the site works will be managed and performed by persons competent in such tasks.
8. Fothergill and Company will not be liable for any losses incurred by the Client or others in respect of pollution or contamination.
9. The copyright of all drawings, calculations, reports or other documents is vested in Fothergill and Company Limited, but the Client shall have a licence to use these for all purposes relating to this project but no other so long as fee payments are not in arrears. Such documents shall not be copied without the consent in writing of Fothergill and Company Limited.
10. 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.

Director
Fothergill & Co.Ltd.

Date :