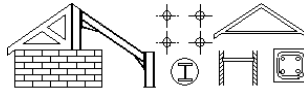

Finite Design Ltd

Structural and Civil Engineers

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Structural Calculations for Residential and Commercial Properties

Terms of Agreement and Conditions of Engagement

1. Finite Design will act as Consulting Structural Engineers and will exercise all reasonable skill care and diligence in preparing structural calculations as may be required to meet current standards/regulations for the proposed works.
2. The Client is assumed to be the person for whom the structural calculations and / or structural drawings have been prepared.
3. Accounts are payable within twenty one days of their date. Any amount outstanding after 21 days shall bear interest at the rate of 10% per annum above the base rate of HSBC Bank PLC. Additional charges of £20.00 will be made for work involved in the recovery of debts outstanding after 21 days.
4. If debts are still outstanding after two months, the matter will be placed with a firm of debt collectors and the client will be responsible for their charges as well as the debt, interest and additional recovery costs set out in clause 3.
5. The copyright of all documents prepared by Finite Design is vested in Finite Design but the Client shall have a licence for their use as long as fee payments are not in arrears. Any documents prepared by Finite Design shall not be copied without the consent of Finite Design.
6. The liability if any of Finite Design under or in connection with this Agreement whether in contract or in tort, in negligence or for breach of statutory duty or otherwise for any claim which may arise out of or in connection with pollution or contamination is excluded.
7. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the obligations of Finite Design under this Agreement do not include a duty to advise as to the actual or possible presence of pollution or contamination or as to the risks of such matters having occurred being present or occurring in the future nor shall Finite Design have any duty to consider such matters as influencing any aspect of the Services to be performed under this agreement.