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Reference # SDC5.2

Author

Melanie Macvicar 2026 01

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Terms of business Sarah Dalrymple Consultancy Limited (SDC-Learn)

1. These terms of business apply to all services provided by Sarah Dalrymple Consultancy Limited ("SDC-LEARN") to our client(s) ("the Client"), unless agreed otherwise in writing. By instructing SDC-Learn to provide services, the Client accepts these terms of business. The proposal letter of SDC-Learn, any acceptance hereof by the Client and these terms of business shall constitute the agreement between the Client and SDC-Learn ("the Agreement"). No other terms and conditions expressed in any of the Client's documents shall be a part of the Agreement.

2. SDC-LEARN shall exercise reasonable skill and care in the performance of the services to the Client under the Agreement.

3. The Client shall provide SDC-LEARN without charge and in such reasonable time so as not to prevent, delay or disrupt the performance of the services all data, information, records and goods which are reasonably requested from time to time by SDC-LEARN. The Client shall give SDC-LEARN such assistance as SDC-LEARN may reasonably require in connection with the performance of the services.

4. If any work is carried out or additional costs are incurred by SDC-LEARN because of (i) any variation to the services by the Client, (ii) any delay by the Client, (iii) any delay by third parties, (iv) other reasons beyond the reasonable control of SDC-LEARN, SDC-LEARN shall be entitled to additional payment.

5. To the maximum extent permitted by law, the total liability of SDC-LEARN under or in connection with the Agreement, whether in contract, tort, negligence or for breach of statutory duty or otherwise, shall be limited to a total of the fee payable to SDC-LEARN on completion of the services or on termination of the services if earlier, provided always that the total liability of SDC-LEARN shall not exceed in aggregate £ 10,000 (ten thousand pounds sterling).

6. Neither party hereto shall have any liability to the other for any lost revenues, lost profits, cost of capital, or any special, indirect, consequential or punitive damages suffered, sustained, paid by the other party hereto or any third party.

7. Unless agreed otherwise in writing between the parties, SDC-LEARN shall have no obligation or duty to advise the Client on: (i) 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 ("pollution and contamination matters"), (ii) matters which wholly, partly, directly or indirectly arise out of or result from asbestos (including without limitation the costs of testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any asbestos or product or waste that contains asbestos) ("asbestos matters"), (iii) designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism ("terrorism matters"). The liability of SDC-LEARN under or in connection with the Agreement whether in contract, tort, negligence, breach of statutory duty or otherwise for any claim which may arise out of or in connection with pollution and contamination matters, asbestos matters or terrorism matters as the case may be is excluded.

8. Where it is expressly agreed in writing that the services comprise in whole or in part pollution and contamination matters and/or as the case may be asbestos matters then without prejudice to the generality of clause 5 herein the total liability of SDC-LEARN under or in connection with the Agreement for any claims arising out of or in connection with pollution and contamination matters and/or as the case may be asbestos matters, whether in contract or in tort, in negligence or for breach of statutory duty or otherwise, shall in each case not exceed in aggregate the total of the fee payable to SDC-LEARN on completion of the services or on termination of the services if earlier, provided always that the total liability of SDC-LEARN shall not exceed in aggregate £ 10,000 (ten thousand pounds sterling).

9. SDC-LEARN will maintain professional indemnity insurance from the commencement of the services.

10. SDC-LEARN's liability is limited to a period of two (2) years after SDC-LEARN has completed the services or the termination of the services (if earlier).

11. Each party will have the right to early terminate the Agreement upon a thirty (30) days written notice if the other party materially breaches or defaults in its obligations under the Agreement unless before the end of the thirty (30) days period the breaching party has cured the default or breach and so notified the other party stating the manner of the cure. Termination of the Agreement shall not prejudice or affect the accrued rights or claims of either party to the Agreement.

12. The parties shall not be liable for failures or delay in performing any obligations whatsoever under the Agreement arising from any cause beyond their reasonable control, generally called "force majeure". In case the Client wishes to early terminate the Agreement due to a force majeure event, the Client shall compensate SDC-LEARN for the services undertaken and cost incurred up until the termination date. If the period of delay or non-performance continues for six months, either party may terminate this Agreement by giving 14 days' written notice to other party.

13. All intellectual property rights related to reports, drawings, specifications, bills of quantities, calculations and other similar documents prepared and provided by SDC-LEARN under the Agreement remain vested in SDC-LEARN. The Client shall have a licence to copy and use SDC-LEARN's intellectual property rights for any purpose relating to the project, works or brief for which the services are being provided. If the Client is in default of payment of any fees due under the Agreement SDC-LEARN may revoke the licence granted herein on seven calendar days' notice. SDC-LEARN shall not be liable for the use by any person of such documents for any purpose other than that for which the same were prepared by or on behalf of SDC-LEARN.

14. Unless agreed otherwise in writing, SDC-LEARN shall invoice the Client on a monthly basis for the performance of services under the Agreement. Payments shall be made by the Client and are due on the date of invoice ("the due date") and the final date for payment shall be thirty calendar days after the due date. If applicable, the invoice constitutes as a notice complying with section 110A(3) or 110B(4) as the case may be of the Housing Grants, Construction and Regeneration Act 1996 (as amended from time to time).

15. The Client may not withhold any amount after the final date for payment unless the Client gives SDC-LEARN not later than seven calendar days before such final date for payment a notice specifying the amount proposed to be withheld or paid less and the ground(s) therefore.

16. Where payment is delayed by the Client, SDC-LEARN reserves the right to charge interest from the final date for payment until the actual date of payment calculated at a rate of 8% over the Bank of England's base interest rate.

17. Where a sum due under the Agreement is not paid in full by the final date for payment and no effective notice to withhold payment or notice to pay less has been given, SDC-LEARN has the right to suspend performance of its obligations under the Agreement provided that notice in writing is given to the Client at least seven calendar days prior to the date of such suspension.

18. SDC-LEARN will not, except as required to perform the services to the Client, disclose to any third party or exploit in any way any matter concerning the Agreement or the business of the Client which may come to the knowledge of SDC-LEARN, save where required by law.

19. The Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not unreasonably be withheld or delayed.

20. Nothing in the Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of the Agreement under the Agreements (Rights of Third Parties) Act 1999.

21. The parties shall: (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 ("the Relevant Requirements"), and, (b) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures as required under the UK Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies and shall carry out periodic monitoring of its compliance with such policies and procedures.

22. Both parties warrant they will not (directly or indirectly) offer, pay or accept a bribe and both parties will comply with all the Relevant Requirements. Breach of the Relevant Requirements or the Relevant Policies, as the case may be, by one party will entitle the other party to terminate this Agreement and any and all other agreements with immediate effect.

23. The Agreement shall be governed by Scots law and the parties agree to submit to the exclusive jurisdiction of the Scottish courts.