



# greenwillows associates ltd

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Ecological Surveys • Habitat Management • Arboricultural Surveys • Vegetation Clearance

## Terms of business

| Table of Amendments and Updates |                |                                                                                                                               |
|---------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------|
| Version                         | Date           | Detail                                                                                                                        |
| 1                               | 2023           | Initial issue                                                                                                                 |
| 2                               | 2024           | General updates                                                                                                               |
| 3                               | 2025           | General updates                                                                                                               |
| 4                               | July 2026      | General updates                                                                                                               |
| 5                               | September 2026 | Updated Clauses 3.3 and 4.3. Added Clause 5.9 – New Clients/Deposits and Clause 5.10 – Cancellation and Postponement Charges. |

### 1. Definitions

1.1 In these Conditions the following words shall have the following meanings:

- “Agreement” means these Conditions, together with the Fee Quote.
- “Client” means the person, firm, organisation or company to whom Greenwillows Associates Limited is to provide Services and whose details are set out in the Fee Quote.
- “Commencement Date” means the date on which the Services shall start or be deemed to start as set out in the Fee Quote.
- “Completion Date” means the later of the proposed date on which the Services shall be completed as set out in the Fee Quote or the actual date of completion of the Services.
- “Consultant Representative” means the person named in the Fee Quote as being authorized to act on behalf of GreenWillows Associates Limited. in all matters related to the performance of the Agreement, including the agreement of Variations in accordance with Clause 12.
- “Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (“DPA 2018”) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the

use of personal data (including, without limitation, the privacy of electronic communications).

- “Deliverables” means the deliverables set out in the Fee Quote produced by Greenwillows Associates Limited for the Client.
- “Fee Quote” means the description of the Services prepared in writing by Greenwillows Associates Limited in response to a request by the Client and which shall include Deliverables, methods by which the Deliverables will be provided, dates by which such Deliverables shall be achieved, dependencies on the Client, and all costs and rates that shall apply throughout the term of this Agreement except where otherwise agreed in accordance with Clause 12 Variations.
- “Fees” means the charges payable by the Client for the supply of the Services in accordance with clause 5.
- “Greenwillows Associates Limited”, means Greenwillows Associates Limited, a company incorporated in England and Wales under Company number 5153730 and whose registered office is First Turf Fen Drove, Warboys, Cambs, PE28 2TZ, being the supplier of the Services.
- “Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- “Order” means the Client’s order for the Services as set out in the Client’s written acceptance of Greenwillows Associates Limited’s quotation and Conditions supported by the Client’s purchase order.
- “Services” means the Services, including the Deliverables, to be provided to the Client, which are identified in the Fee Quote.
- “Termination” means the cancellation of this Agreement in accordance with Clause 11.
- “UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.
- “Variation” means any change to this Agreement including any information provided by the Client and which shall be executed in accordance with Clause 12 of this Agreement.

## 1.2 Interpretation:

- A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision.
- Any words following the terms “include”, “include”, “in particular”, “for example” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- A reference to “writing” or “written” includes email but not fax.

## **2. Appointment**

- 2.1 The Order constitutes an offer by the Client to purchase the Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Greenwillows Associates Limited issues written acceptance of the Order at which point and on which date the Agreement shall come into existence.
- 2.3 Any samples, drawings, descriptive matter or advertising Greenwillows Associates Limited issues, and any descriptions or illustrations contained in its catalogues or brochures or on its website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They do not form part of the Agreement or have any contractual force.
- 2.4 These Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by Greenwillows Associates Limited does not constitute an offer and is only valid for a period of 30 days from the date of its issue.
- 2.6 Except where agreed otherwise in accordance with Clause 12, the Services provided in accordance with this Agreement shall commence on the Commencement Date and expire on the Completion Date.
- 2.7 The Client acknowledges that the Fee Quote is based on information provided by the Client. Greenwillows Associates Limited shall have no liability in respect of Services provided where information provided by the Client at any stage either prior to the Commencement Date, or during the period of this Agreement, is incomplete, inaccurate, updated or changed except where agreed in accordance with Clause 12.
- 2.8 Where any conflict arises between these Conditions and the Fee Quote, the Fee Quote shall take precedence.

## **3. Greenwillows Associates Limited's obligations**

- 3.1 Greenwillows Associates Limited will perform the Services in accordance with the Fee Quote in all material respects and warrants that the Services will be provided with reasonable care and skill and diligence and show due care and regard for the environment.
- 3.2 In providing the Services, Greenwillows Associates Limited acts on behalf of the Client as an impartial advisor, investigator or agent in those matters defined in this Agreement. Greenwillows Associates Limited cannot guarantee that the Client will be able to obtain a licence or any appropriate planning permissions as a result of the Services provided by Greenwillows Associates Limited and such matters are not within Greenwillows Associates Limited's control.
- 3.3 Greenwillows Associates Limited will use reasonable endeavours to meet any performance dates specified in the Fee Quote, including the Completion Date, but any such dates are estimates only and time shall not be of the essence for the performance of the Services.

Certain ecological surveys and fieldwork, including dusk emergence and other activity surveys for bats, are dependent upon suitable weather conditions, animal behaviour, seasonal survey restrictions and/or applicable survey guidance. Where performance dates have to be altered as a result of the timing of the Client's instructions, unsuitable weather, animal behaviour, availability of access permissions, safety issues, the necessity for follow-up surveys, seasonal restrictions, licensing requirements or any other circumstances outside Greenwillows Associates Limited's reasonable control, the Services will be rescheduled to the next reasonably available date, taking into account pre-existing bookings, seasonal survey restrictions and applicable licensing conditions.

Greenwillows Associates Limited does not guarantee that revised dates can be arranged to meet the original Completion Date. Where Services cannot be completed within an appropriate seasonal survey window due to any such circumstances, those Services may need to be deferred until the next suitable survey period. Greenwillows Associates Limited shall not be liable for any delay to the Client's programme arising as a result.

Any cancellation by the Client will be subject to Clause [new cancellation clause number] and Greenwillows Associates Limited shall also be entitled to payment for Services already undertaken and costs or expenses already incurred.

- 3.4 Greenwillows Associates Limited reserves the right to amend the Fee Quote if necessary to comply with any applicable law or regulatory requirement or advice or any applicable licence conditions, or if the amendment will not materially affect the nature or quality of the Services, and Greenwillows Associates Limited will notify the Client in writing in any such event. If such amendments will result in a change to the Fees, clause 12 will apply to the variation.

#### **4. Client's obligations**

- 4.1 The Client shall make payment in accordance with this Agreement.
- 4.2 The Client shall:

- ensure that the terms of the Order and any information it provides are accurate and complete;
- cooperate with Greenwillows Associates Limited and any Subcontractors named in the Fee Quote in all matters relating to the Services;
- supply to Greenwillows Associates Limited without charge all the information and materials necessary for the performance of the Services. In particular, where available the Client must provide a digitised map (with copyright licence) showing the footprint of the site. This should be at a scale of 1:5000. If not available but deemed essential to discharge of the Deliverables Greenwillows Associates Limited will acquire the maps and pass on the costs to the Client;
- ensure that Greenwillows Associates Limited, its employees, agents, consultants and subcontractors are provided access to any site and facilities where Services are to be performed at the agreed times set out in the Fee Quote and prepare such sites for the supply of the Services;
- obtain, maintain and comply with all necessary licences, permissions and consents which may be required for the Services before the Commencement Date;
- keep all Greenwillows Associates Limited's materials, equipment, documents and other property ("Supplier Materials") at the Client's site in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to Greenwillows Associates Limited, and not dispose of or use the Supplier Materials other than in accordance with Greenwillows Associates Limited's written instructions or authorisation; and
- comply with any additional obligations as set out in the Fee Quote.

4.3 Preliminary Roost Assessments (PRA) – Where access to loft spaces, buildings or other areas is required for the purposes of a Preliminary Roost Assessment (PRA), the Client shall ensure that Greenwillows Associates Limited is provided with full and safe access to all such areas at the agreed survey time.

Where access is unavailable or restricted, the assessment may be incomplete and further survey work may be required by Greenwillows Associates Limited, the Local Planning Authority, Natural England or another relevant legal or statutory body.

Any additional survey, attendance or return visit required as a result of unavailable or restricted access will be chargeable in accordance with the rates set out in the Fee Quote. Greenwillows Associates Limited shall not be responsible for any resulting delay to the Client's programme or Completion Date.

4.4 The Client shall inform Greenwillows Associates Limited in a timely manner of any known or suspected hazard or risk associated with the carrying out the Services(s), including presence of asbestos, presence of other hazardous substances and unstable structures. The Client shall inform and provide Greenwillows Associates Limited with copies in a timely manner of any health and safety policies and regulations, current risk assessments, personal protective

equipment requirements and any other reasonable security arrangements that apply at the Client's site.

4.5 The Client shall provide any copies of previous ecological surveys undertaken on its site and available to the Client. If it is found that such documents, or any other pertinent information, have been withheld without good reason, without limiting or affecting any other remedy available to it, Greenwillows Associates Limited reserves the right to terminate the Agreement without notice and require payment by the Client of any expenses.

4.6 If Greenwillows Associates Limited's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):

- without limiting or affecting any other right or remedy available to it, Greenwillows Associates Limited shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Greenwillows Associates Limited's performance of any of its obligations;
- Greenwillows Associates Limited shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Greenwillows Associates Limited's failure or delay to perform any of its obligations under the Agreement as a result of the Client Default; and
- the Client must reimburse Greenwillows Associates Limited on written demand for any costs or losses sustained or incurred by Greenwillows Associates Limited arising directly or indirectly from the Client Default.

## **5. Fees and expenses**

5.1 The Fees for the Services will be as set out in the Fee Quote.

5.2 Except where agreed otherwise, Greenwillows Associates Limited shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom Greenwillows Associates Limited engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Greenwillows Associates Limited for the performance of the Services, and for the cost of any materials.

5.3 Except where agreed otherwise, revisions to the survey report, responses to third party review and subsequent requests for changes will be charged at the hourly rates set out in the Fee Quote.

5.4 Greenwillows Associates Limited will invoice the Client as set out in the Fee Quote.

5.5 In the absence of any other agreed payment terms, all invoices issued by Greenwillows Associates Limited under this Agreement must be paid in full and cleared funds (without deduction, withholding or set-off) to the bank account nominated in writing by Greenwillows

Associates Limited within the time period set out in the Fee Quote. Time for payment shall be of the essence of the Agreement.

5.6 All amounts payable by the Client under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). The Client must, on receipt of a valid VAT invoice from Greenwillows Associates Limited, pay to it such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.7 Should it be necessary as a condition of any licences to attend inspections of mitigation works by the licensing authority; attendance will be charged at the hourly rates set out in the Fee Quote.

5.8 If the Client fails to pay any sum to Greenwillows Associates Limited on the due date, then, without limiting Greenwillows Associates Limited's remedies under clause 11:

- the Client must pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Such interest under this clause will accrue each day at the rate of 4% a year above the Bank of England base rate from time to time (but at 4% a year for any period when that base rate is below 0%), and shall be compounded on the last day of each month until payment is made; and
- the Client must reimburse Greenwillows Associates Limited in respect of all legal fees and costs it incurs in enforcing and recovering from the Client any and all overdue sums; and
- Greenwillows Associates Limited may suspend all Services until full payment has been made.

#### 5.9 New Clients / Deposits

Unless otherwise agreed in writing, Greenwillows Associates Limited may require new Clients to pay a deposit of 50% of the Fees stated in the Fee Quote prior to commencement of the Services or attendance on site. Greenwillows Associates Limited shall not be obliged to commence the Services or reserve survey or attendance dates until the required deposit has been received in cleared funds. Any deposit paid shall be credited against Fees subsequently invoiced under the Agreement.

#### 5.10 Cancellation and Postponement Charges

Where the Client cancels or postpones scheduled Services, Greenwillows Associates Limited reserves the right to charge a cancellation fee to reflect resources reserved, staff time committed and its ability to reallocate those resources at short notice.

Unless otherwise agreed in writing, cancellation charges will be calculated by reference to the Fee attributable to the affected scheduled Services as follows:

- (a) less than one working day's (24 hours') notice – 100% of the applicable Fee;
- (b) less than two working days' notice – 75% of the applicable Fee;

- (c) less than three working days' notice – 50% of the applicable Fee; and
- (d) less than four working days' notice – 25% of the applicable Fee.

For the purposes of this clause, Saturdays, Sundays and bank holidays in England shall not constitute working days.

Any non-refundable third-party costs, accommodation, travel, equipment hire or other project-specific expenditure already incurred or committed by Greenwillows Associates Limited may also be charged to the Client in addition to the above cancellation charge.

Where a cancellation, postponement or delay results in an additional site attendance or re-mobilisation being required, Greenwillows Associates Limited shall be entitled to charge for the additional attendance together with any associated travel, accommodation, subsistence and other reasonable costs.

The cancellation charges in this clause shall not apply where Greenwillows Associates Limited postpones or rearranges weather-dependent Services because conditions are unsuitable for the Services to be undertaken safely, appropriately or in accordance with applicable survey guidance.

5.11 All sums payable to Greenwillows Associates Ltd under this Agreement shall become due immediately on Termination of this Agreement in accordance with Clause 11.

## **6 Intellectual Property**

6.1 All Intellectual Property Rights arising out of or in connection with the Services and the Deliverables shall be owned by Greenwillows Associates Limited.

6.2 Prior to full payment, Greenwillows Associates Ltd will issue draft copies of reports only. Once all Fees and expenses are paid in full, Greenwillows Associates Limited will grant a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to the Client to copy freely any deliverables, provided that such copies are made exclusively for the purposes for which the work was prepared or compiled.

6.3 The Client must not sub-license, assign or otherwise transfer the rights granted in clause 6.2.

6.4 The Client grants Greenwillows Associates Limited a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to Greenwillows Associates Limited for the term of the Agreement for the purpose of providing the Services to the Client.

## **7 Confidentiality**

7.1 Subject to clause 7.2 and clause 7.3 each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party.

7.2 Each party may disclose the other party's confidential information:

- its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 In accordance with industry best practice C.cf BS42020:2013 and Natural England Licensing Conditions, Greenwillows Associates Limited may provide the details of wildlife records obtained during the performance of the Services to any public biodiversity records centre or other wildlife records centre, and/or Natural England or other legal authorities.

7.4 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

7.4 Neither party may publicise this Agreement, use the name of the other, or its corporate logo in publicity materials without the other's prior written consent (such consent shall not be unreasonably withheld).

## **8 Use of deliverables**

8.1 The Client acknowledges and agrees that Greenwillows Associates Limited will prepare the Deliverables forming part of the Services for the Client's benefit only and, unless agreed otherwise in writing between the parties, the Client must not use such Deliverables for any other purpose other than that for which they are provided. Greenwillows Associates Limited shall have no liability for any other use made of the Deliverables by the Client.

8.2 Greenwillows Associates Limited shall have no liability to any third party where any such claim relates to the Deliverables or unauthorised use of the Client report by the same.

8.3 Greenwillows Associates Limited will not use the Client's materials provided to it in connection with the Services for any other purpose than that for which they have been provided.

## **9 Data Protection**

9.1 Each party must comply with its respective obligations pursuant to the Data Protection Legislation.

## **10 Limitation of liability – The Client should pay particular attention to this clause**

10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 To meet standard legislative and local authority requirements, survey reports will normally contain recommendations which will follow industry good practice. These will be based on the professional interpretation of survey results and may also include recommendations in relation to various matters including protected species, vegetation and habitats observed on the site

other than those for which the survey was commissioned. Greenwillows Associates Limited will not be liable for any losses, liabilities, costs, expenses or penalties that the Client suffers or incurs as a result of the Client's failure to adhere to any advice provided or carry out any recommendations, licenses, planning conditions or any other instructions, conditions or requirements imposed by any legal or statutory body in full.

10.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

10.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement in light of the commitments as to compliance given by Greenwillows Associates Limited in clause 3.

10.5 Nothing in this clause limits the Client's payment obligations under the Agreement.

10.6 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; and
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.7 Subject to Clauses 10.3 and 10.6, Greenwillows Associates Limited shall not be liable for: loss of profits; loss of business; loss or depletion of goodwill and/or similar losses; loss of goods; loss of contract; loss of anticipated savings, loss of use or corruption of software, data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.8 Subject to Clauses 10.3 and 10.6, Greenwillows Associates Limited's total liability to the Client for all loss or damage shall not exceed 100% of the Fees paid to Greenwillows Associates Limited under the Agreement.

10.9 Greenwillows Associates Limited shall not be liable to the Client, including where the Client has followed all recommendations provided by Greenwillows Associates Limited, for:

- Natural England or any Local Planning Authority or other legal, statutory or regulatory body or authority rejecting or refusing to grant any license or planning permission (or appeals) or applying any conditions to any license or planning permission to be fulfilled prior to grant;
- any behaviours of any animals (including movement from their relocated site to another location (including return to their original site) or any illness or death of any relocated animals).

10.10 Greenwillows Associates Limited shall have no liability to the Client under this Agreement if it is prevented from, or delayed in performing, its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control,

including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Greenwillows Associates Limited or any other party), failure of a utility services or transport network, act of god, war, riot, civil commotion, pandemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, contamination or any adverse or other weather conditions or default of suppliers or subcontractors.

10.11 Except where agreed otherwise in writing, if Greenwillows Associates Limited is prevented or delayed from performing the Services as described in clause 10.10, Greenwillows Associates Limited may invoice the Client for Fees in respect of its time and materials already incurred or spent on or before such circumstances arising.

## **11 Termination**

11.1 Greenwillows Associates Limited may terminate this Agreement at any time by giving a minimum of seven days' written notice to the Client.

11.2 Without prejudice to any other rights or remedies which Greenwillows Associates Limited may have under this Agreement, it may terminate this Agreement immediately by giving written notice in writing to the Client if:

- the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
- the Client commits any material or repeated breach of this Agreement, which in the case of a material breach is not remedied (if capable of remedy) within 30 days after being notified in writing to do so specifying the nature of the breach and the steps required for its remedy; or
- the client fails to act on instructions or advice issued by Greenwillows Associates Limited on the application of any licence conditions, good industry practice or matters related to animal safety or welfare; or
- any Greenwillows Associates Limited employee, sub contractor or agent is subject to unacceptable levels of inappropriate behaviour, physical or verbal abuse by the Client or any Client representative, employee, sub contractor or agent; or
- the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

- the Client's financial position deteriorates to such an extent that in Greenwillows Associates Limited's opinion, the Client's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

11.3 Without affecting any other right or remedy available to it, Greenwillows Associates Limited may suspend the supply of Services under the Agreement or any other contract between them if the Client becomes subject to any of the events listed in the third, fourth or fifth bullet points of clause 11.2 or Greenwillows Associates Limited reasonably believes that the Client is about to become subject to any of those events.

#### 11.4 On Termination of this Agreement:

- the Client shall immediately pay to Greenwillows Associates Limited all unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Greenwillows Associates Limited shall submit an invoice, which shall be payable by the Client immediately on receipt;
- the Client shall immediately return all of the Supplier Materials and any Deliverables and any copies thereof which have not been fully paid for and will no longer have the right to use any of them for any purposes. If the Client fails to do so, then Greenwillows Associates Limited may enter the Client's premises to take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.

11.5 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of Termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of Termination or expiry.

11.6 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after Termination or expiry of the Agreement shall remain in full force and effect.

## 12 Variation

12.1 This Agreement may be varied in writing following a request by either party.

12.2 Any Variation to this Agreement shall not be valid unless agreed in writing by the Consultant Representative.

12.3 If the Client requests a change to the scope of the Services, Greenwillows Associates Limited will consider such request but is under no obligation to make the change. Where the parties agree to change the Services in accordance with this Clause, they will do so without invalidating these Conditions or this Agreement. If any changes under this Clause increases or decreases Greenwillows Associates Limited's costs or time required for the performance of the Services, the Fees shall be modified in accordance with the rates set out in the Fee Quote.

## 13 Waiver

13.1 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

#### **14 Severance**

14.1 If any Clause of the Agreement is held by any competent authority to be invalid, illegal or unenforceable in whole or in part the validity and enforceability of the rest of the Agreement shall not be affected.

#### **15 Entire agreement**

15.1 This Agreement constitutes the whole agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

#### **16 Assignment**

16.1 The Client must not assign, transfer, mortgage, charge, subcontract, delegate or declare a trust over or deal in any other manner with any of its rights or obligations under this Agreement except where agreed in writing in accordance with Clause 12.

16.2 Greenwillows Associates Limited may at any time assign, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

#### **17 Notices**

17.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Fee Quote.

17.2 Any notice or communication shall be deemed to have been received:

- if delivered by hand, at the time the notice is left at the proper address;



- if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second working day after posting; or
- if sent by email at the time of transmission, or, if this falls outside business hours (being Monday to Friday 9.00am to 5.00pm), when business hours resume.

17.3 This clause 17 does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any other method of dispute resolution.

## **18 Rights of third parties**

18.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

## **19 Governing Law and Jurisdiction**

19.1 This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed and construed in accordance with the laws of England and Wales. The Client and Greenwillows Associates Limited shall comply with all relevant legislation including any formal Conditions contained within Licences/Authorities/Permits and/or any other legal documents pertaining to the Services.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.