

## Concrete Advisory Service Fee Schedule

The Concrete Advisory Service of the Concrete Society Ltd will carry out work for both Corporate Members of the Society and commercial clients (non-members) in accordance with our standard terms and conditions and schedule of fees.



	Corporate Member	Sole Trader Member	Commercial Non-member
<b>Advisory visit</b>			
visit and report -	£555 fixed	£655 fixed	£905 for 1 <sup>st</sup> day, then per hour
- Special category	£390 fixed	n/a	n/a
- additional hours	£60 /hr	£75 /hr	£105 /hr
travel costs - road	25p/ mile	25p/ mile	40p/ mile
- rail/air/sea	at cost	at cost	at cost + 5%
subsistence	at cost	at cost	at cost + 5%
<b>Litigation work</b>			
Rate - preparing report and attending meetings	£90 /hr	£110 /hr	£135/hr
- attending arbitration, court and mediation hearings	£105 /hr	£130 /hr	£155 /hr
travel costs - road	40p per mile	40p per mile	40p per mile
- rail/air/sea	at cost	at cost	at cost + 5%
subsistence	at cost	at cost	at cost + 5%

- The rates (excluding VAT ) cover;
  - Corporate members*
    - a single visit of up to 2 hours on site plus travel within one 7 hr day, anywhere within the UK mainland
    - the compilation of a site visit report on which our advisor will spend up to an additional 7 hours on investigation, research and preparation.
  - Commercial non-members*
    - Fees based on one day plus additional hours, as agreed with the Client.
- The advisor will inform his client if he anticipates the visit and reporting will extend beyond 14 hours.
- Travel and subsistence costs will be charged at cost or, in the case of mileage, up to the approved Inland Revenue rate.
- Fees for desk studies/investigations to be based on an hourly rate, as agreed with the Client.
- The Society will determine the most appropriate advisor to undertake the commission. Where Members request services of a particular advisor then the Society will do its utmost to oblige but reserve the right to pass on additional travel and subsistence charges in such cases.
- Prior to commencement of a commission, the Society will require written confirmation or a purchase order number from the Client.
- Payment terms are strictly 30 days from the date of invoice for Members and commercial clients known to the Society as past users of the service.
- The Society welcomes membership applications from clients wishing to join at the time of requesting an advisory visit. A completed application form and cheque or credit card details for the appropriate category of membership must be received prior to the visit.
- For new users of the service, unknown to the Society, the Society reserve the right to request advance payment of the basic fee before issue of the report.
- When an advisor is required over an extended period, such as attendance in law or arbitration proceedings or outside normal working hours, fees will be negotiated separately and in advance.
- For commercial clients who subsequently wish to join the Society, the difference between the commercial rate and member's visit rate can be offset against the membership fee, provided that a valid application form is received within one month of the visit date.

Registered in London: 884419.

Registered office: The Concrete Society Ltd, Riverside House, 4 Meadows Business Park, Station Approach, Blackwater, Camberley, Surrey GU17 9AB

Rev. 12/11 rev0

# TERMS AND CONDITIONS FOR AGREEMENTS WITH THE CONCRETE ADVISORY SERVICE OF THE CONCRETE SOCIETY

## 1. DEFINITIONS

In these terms and conditions:

'CAS' means The Concrete Advisory Service of the UK Concrete Society and 'The client' means the person, firm, company or other body named in the quotation, for whom the work is to be performed.

CAS is operated by the employed staff or nominated agents of The Concrete Society. Any advice, guidance, opinion or recommendation must not be interpreted as being representative of the collective view of The Society's membership.

'The agreement' means these terms and conditions, the specification of work to be carried out by the CAS and the CAS's quotation and the client's acceptance thereof, and any other document expressly incorporated into the agreement.

'The work' means the work described in the instruction and brief given to the CAS and all modified or additional work that the CAS agrees to carry out in the performance of the agreement.

## 2. FEES

The client will pay the fees specified in, and in accordance with, the terms contained in the quotation.

All sums due from the Client relating to fees and expenses are due for payment within 30 days of the invoice date.

For late payment we reserve the right to make additional charges in accordance with the Late Payment of Commercial Debts (Interest) Act.

## 3. TIME OF PERFORMANCE

Where a time for the completion of the work, or any stage of that work, is mentioned in the specification, the CAS shall complete the work, or, as the case may be, that stage of the work, within that time, provided that the CAS shall be allowed a reasonable extension of time in respect of any delay in the performance of the agreement caused by any fire or explosion, the loss of or damage to any products, materials or other property that are the subject of any investigations or tests, or any other circumstances beyond the control of the CAS.

## 4. COPYRIGHT

(a) The copyright of all reports, articles, drawings, plans, models, photographs and of any other document prepared by the CAS under the agreement shall be the property of the CAS.

(b) Subject to obtaining the prior written consent of the CAS and complying with any conditions relating to the form of publication attached by the CAS to the Consent, the client shall be entitled to publish or otherwise reproduce any document or work mentioned in paragraph (a), provided it is done so in its entirety.

(c) Subject to paragraph (d), the CAS agrees that it shall not, without the client's consent, disclose or publish any of the results of the work or any report or other document whatsoever prepared by the CAS in the performance of the agreement, to any other person or organisation.

(d) The restriction contained in paragraph (c) shall not apply to any result of the work, or to any report or other document relating to the work, of which the disclosure or publication will, in the CAS's opinion, be in the interests of the health, safety or welfare of the public. The decision of the CAS as to whether any such result or document shall be disclosed or published shall be final and conclusive, provided that it gives 14 days notice of intention to do so and the client shall be entitled within that period to make representations to the CAS.

## 5. PUBLICITY AND ADVERTISEMENTS

The client shall not, without the CAS's written consent, use the CAS name, or make any reference to the agreement, in any publicity or advertisement relating to the work, or the product, materials or other subject matter of the agreement, and where such consent is given, the client shall comply with any conditions attached to the consent relating to the form or content of such publicity or advertisement.

## 6. LITIGATION

If the client should know or have reasonable cause to suspect that the results of the investigations or tests by the CAS will, when available, be or may thereafter become relevant to any existing or potential legal dispute or to any issue in existing or contemplated legal proceedings (whether in Court or by way of arbitration) in which he is or may become interested, he shall immediately inform the CAS and make a full disclosure of the circumstances including the identities of all other persons (including any body of persons, corporate or unincorporated) who are or might reasonably be expected to become interested in such dispute or proceedings.

The primary role of CAS is to provide an advisory service to help its clients determine possible appropriate solution(s) in response to a given work instruction. In the event of non agreement between the client and others, CAS is not obligated to offer expert witness or litigation support services other than at its own discretion.

## 7. PATENTED AND SIMILAR MATERIALS

In the case of investigations involving patented materials, and such other materials as the CAS may in their absolute discretion decide, the CAS may decline to carry out any investigation related to them, including any involving tests by CAS or others on the same (and in that event shall be under no liability so to do, or to report to the client thereon) unless the manufacturers thereof (whether or not they be also the client) shall first have disclosed to the CAS the composition and method of manufacture thereof and agreed with a description of the said materials, composition and method of manufacture for inclusion in the CAS eventual report to the client.

## 8. DELIVERY AND COLLECTION OF MATERIALS

Where any investigations or tests are to be carried out under the agreement on any products or materials, the client shall be responsible at his own expense for delivering the products or such materials to premises as the CAS directs for that purpose, and for collecting them when notified by CAS that they or any of them are available upon completion of the investigations or tests. If the client fails to collect them within 90 days the CAS shall be entitled with out further notice to sell or otherwise dispose of them, and to retain any proceeds of sale.

## 9. LIMITS OF LIABILITY

(a) The CAS shall not be liable for any damage sustained in the course of the proper performance of the work to any property belonging to the client to which the CAS is permitted access for the purpose of the agreement.

(b) The CAS accepts no liability for any damage to or loss or destruction of any products or materials supplied by the client for the purpose of any investigations or tests required to be carried out in the course of the work.

(c) The CAS shall not be obliged to check the accuracy of the information supplied by the client for the purpose of the agreement, and accepts no responsibility for any loss, damage or expenses resulting from any error, omission or inaccuracy contained in such information.

## 10. DUTY OF CARE

The Client will take every reasonable precaution to ensure the health & safety of CAS personnel during site inspections. This shall include, but not be limited to, ensuring CAS personnel are accompanied during all aspects of a site visit, are appraised of site specific safety requirements and are suitably attired with the necessary protective equipment.

## 11. INTERPRETATION

This agreement is governed by the law of England and Wales.

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