

MEMORANDUM OF AGREEMENT  
Financial Year 2021

Project Name: CHRISTMAS FARM

Bid/Job No:

Memorandum of Agreement made the 15/7/21 (Date)

1 Parties to the Agreement

CT SHAW (the Client) agrees to engage AXIS PED Ltd. (the Consultant)

The law of the contract is the law of England and Wales.  
The language of this contract is English  
The period for reply to a communication is two weeks  
The period for retention of documents is five years following completion or earlier termination

2 Description of Services Required

The Consultant is pleased to accept an appointment in respect of :  
The Scope of the Services to be provided by the Consultant in undertaking the Commission shall be

3 Payment for Services

The charges for the Consultant's services shall be in accordance with Schedule A overleaf. All charges specified are exclusive of VAT, the amount of which shall be paid at the appropriate rate by the Client to the Consultant. Any additional work shall be in accordance with the rates in Schedule A or as agreed in writing with a Director of AXIS PED Ltd

Payment is due 30 days from the date of the invoice. The Consultant reserves the right to charge interest on any unpaid sums at 8% above the Bank of England base rate.

4 Obligations of the Consultant

The Consultant shall exercise all reasonable skill and care in the discharge of the services specified in Clause 2 above.

5 Limitation of Liability

The Consultant shall maintain Professional Indemnity Insurance with a total Limit of Indemnity of not less than one million pound (£1 million) for a period of six years provided always that such insurance continues to be available at commercially reasonable rates. The total Limit of Liability shall apply to each and every claim with the exception of Pollution and Contamination where the limit of Indemnity will be in aggregate. The total liability of the Consultant under or in connection with the Commission, where in Contract, in tort for breach of statutory duty or otherwise, shall be limited in aggregate to the sum of one million pound (£1 million). No action or proceedings for any breach of this Agreement shall be commenced after the expiry of six years from the date of this Memorandum of Agreement or such earlier date as may be prescribed in law.

6 Warranties or Deeds of Consent

Unless agreed prior to commencement of the appointment of the Consultant, warranties will normally only be provided to an interested third party named by the Client on payment of an additional fee to be negotiated by the Client to the Consultant to reflect the additional costs and liabilities.

7 The Contracts (Rights of Third Parties) Act 1999

Except as may be permitted under the laws of England as they applied before the Contracts (Rights of Third Parties) Act 1999 was passed into law, the Client and the Consultant do not intend that any of the terms of this Memorandum of Agreement shall be enforceable by any third party.

Duly Authorised Representative of the Client

Duly Authorised Representative of the Consultant

Signature

Signature

Name CT SHAW

Name

Position OWNER

Position

Date 15/7/21

Date