



## INGENIOUS POWER ENGINEERING LIMITED

### STANDARD TERMS AND CONDITIONS FOR CONSULTANCY AND CONSTRUCTION WORKS

#### 0. AGREEMENT FORMATION AND HIERARCHY

##### 0.1 Formation

This Agreement comprises: (a) the Letter (Ingenious' (Contractor) quotation/proposal/order acknowledgement accepted by Company); (b) these Terms; (c) any other documents expressly incorporated by reference. It becomes binding when Company accepts Ingenious' offer in writing, or commences performance, or makes any payment under it.

##### 0.2 Entire Agreement

This Agreement constitutes the entire agreement and supersedes all prior agreements, representations, negotiations, and understandings. Neither Party has relied on any representation not expressly set out in this Agreement. Any pre-contractual statements, brochures, marketing materials, or technical specifications are superseded by the express terms herein.

##### 0.3 Company's Terms Do Not Apply

Company's purchase order terms, standard terms of business, or other terms do not form part of this Agreement and are expressly excluded, even if attached to purchase orders or other documents. Only these Terms govern. If conflict, these Terms prevail.

##### 0.4 Standard Form Contracts

Where the Parties expressly agree in writing before Works Commencement Date to use a standard form (NEC4, FIDIC, JCT, etc.), that form takes precedence over these Terms but only if: (a) agreed in writing with completed contract particulars; (b) fully executed by authorised signatories; (c) expressly identified in the Letter. Without such express written agreement, these Terms apply in full.

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Agreement: This contract comprising Letter and these Terms. Business Day: Monday-Friday excluding England/Wales public holidays. Change Notice: Written adjustment to Contract Price and/or Completion Date. Company: Party engaging Contractor (identified in Letter). Company Consents: Consents Company obtains. Company's Design: Design, specifications, requirements provided by/for Company. Completion: When Works completed per Agreement save minor snagging items. Completion Date: Date in Letter for Completing Works, as adjusted. Contract Date: Letter date. Contractor: Ingenious Power Engineering Limited (10447099), Unit 26 Robert Cort Industrial Estate, Britten Road, Reading RG2 0AU. Contractor Consents: Consents Contractor obtains. Contractor's Documents: Drawings, specs, plans created by/for Contractor. Contract Price: Price in Letter, as adjusted. Costs: Reasonable expenses + overheads + 15% profit. Data Protection Legislation: UK GDPR, DPA 2018, related laws. Defect: From (a) Contractor design; (b) non-conforming materials/work; (c) performance failure. Defects Correction Period: Reasonable period to rectify. Defects Notification Period: 12 months from Completion unless stated otherwise. Due Date: Date Company receives Payment Application. Final Date for Payment: 21 days

after Due Date unless stated otherwise. Force Majeure: Event beyond Party's control, unforeseeable, unavoidable. Insolvent: Insolvency, administration, liquidation proceedings. Intellectual Property: All IP rights. Letter: Contractor's quotation/proposal accepted by Company. Order Acknowledgement Date: Date Contractor confirms order. Payment Application: Valid VAT invoice. Plant: Equipment, machinery, materials. Project Images: Photos/videos of Site/Works. Site: Location per Letter. Variation: Change agreed in writing. Works: Per Letter. Works Commencement Date: Date Contractor starts on Site (notify within 5 days).

#### 1.2 Interpretation

Headings for reference only. Singular/plural interchangeable. Persons include corporates. Writing includes email. References to clauses are to clauses in these Terms.

### 2. HIERARCHY AND PRECEDENCE

In case of conflict, precedence: (1) Standard form (if agreed per clause 0.4); (2) These Terms; (3) Letter; (4) Incorporated documents; (5) Other documents.

### 3. COMMENCEMENT AND FINANCIAL STANDING

#### 3.1 Effective Date

Agreement effective from Contract Date.

#### 3.2 Financial Evidence

Company shall provide satisfactory evidence of financial standing within 7 days of Contractor's request.

### 4. PERFORMANCE OF THE WORKS

#### 4.1 Contractor's Obligations

Contractor shall carry out Works with reasonable skill and care, in accordance with Agreement, applicable law and Good Industry Practice.

#### 4.2 Completion Date

If Letter specifies Completion Date, Contractor shall use reasonable endeavours to Complete by that date, subject to clause 7 (Extensions of Time).

#### 4.3 Notice of Completion

Contractor shall notify Company in writing when Works Completed. Company shall inspect within 10 Business Days and confirm Completion or provide written reasons for rejection.

#### 4.4 Company's Obligations

Company shall: (a) provide access to Site; (b) obtain Company Consents; (c) provide information, data, documents; (d) not hinder or delay Contractor; (e) comply with reasonable requests; (f) maintain insurance per Agreement; (g) cooperate in good faith.

#### 4.5 Design Responsibility

Unless Letter expressly states Contractor provides design services, Contractor has no design responsibility. Company responsible for adequacy, suitability and fitness for purpose of Company's Design.

#### 4.6 Company's Design

Where Contractor executes works to Company's Design, Company warrants design is adequate, suitable, fit for purpose, complies with law and standards. Contractor not liable for defects arising from Company's Design.

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#### **4.7 Contractor's Design (if applicable)**

Where Letter states Contractor provides design, Contractor warrants design will be carried out with reasonable skill and care and be suitable for stated purpose. Contractor's design liability limited per clause 12.

#### **4.8 Changes to Works**

No changes to Works except by Variation under clause 8.

#### **4.9 Suspension by Contractor**

Contractor may suspend performance if: (a) non-payment per clause 9.6; (b) Company materially breaches and fails to remedy within 14 days of notice; (c) Force Majeure; (d) Company fails to provide access, information, Company Consents per clause 7.1. Contractor entitled to recover suspension costs including demobilisation/remobilisation.

### **5. STANDARDS AND COMPLIANCE**

#### **5.1 Good Industry Practice**

Works performed in accordance with Good Industry Practice meaning standards, methods and practices used by skilled and experienced contractors in similar works, and applicable codes, standards and regulations.

#### **5.2 Statutory Compliance**

Each Party shall comply with all applicable laws, regulations, codes and standards relevant to its obligations.

#### **5.3 Materials and Workmanship**

Materials shall be new, of good quality, fit for purpose, and workmanship shall be of good standard and performed by qualified persons.

### **6. INDEMNITIES**

#### **6.1 Company's Indemnity**

Subject to clause 12, Company indemnifies Contractor from all losses arising from: (a) Company's breach; (b) death/injury caused by Company; (c) damage to property by Company; (d) IP infringement from Company's Design/instructions; (e) Company's failure to obtain Company Consents; (f) Company's Data Protection breach.

#### **6.2 Contractor's Indemnity**

Subject to clause 12, Contractor indemnifies Company from all losses arising from: (a) Contractor's breach; (b) death/injury caused by Contractor; (c) damage to property by Contractor; (d) IP infringement from Contractor's design/documents (except from Company instructions); (e) Contractor's Data Protection breach.

#### **6.3 Conditions**

Each indemnity subject to: (a) prompt notice; (b) allowing indemnifying Party to conduct proceedings; (c) providing assistance.

#### **6.4 Survival**

Indemnities survive termination.

### **7. ADDITIONAL COST AND EXTENSIONS OF TIME**

#### **7.1 Entitlement**

Contractor entitled to Change Notice (Contract Price adjustment and/or Completion Date extension) if delayed/incurred Costs from: (a) Company breach; (b) impediment/delay by Company; (c)

error/omission in Company data; (d) Company instructions to vary/suspend; (e) law change after Contract Date; (f) amendment/suspension/refusal of Consent; (g) new Consent required; (h) Force Majeure; (i) pandemic restrictions; (j) suspension per clause 4.9 or 9.6; (k) adverse weather; (l) adverse ground conditions; (m) industrial action; (n) damage from Company-insured risk.

#### **7.2 Application**

Contractor shall give written notice within 10 Business Days of event, setting out: (a) event; (b) effect on Completion Date/Contract Price; (c) mitigation steps.

#### **7.3 Assessment**

Within 14 days of notice, Company shall issue Change Notice or notify no Change Notice warranted with reasons. Failure to respond deems acceptance. Adjustment shall be fair, reasonable, proportionate considering nature, extent, duration, actual Costs, time lost, mitigation.

### **8. VARIATIONS**

#### **8.1 Proposal**

Either Party may propose Variation by written notice. Company not entitled to omit work save where alternative contractor/Company completes omitted work. No Variation effective unless agreed in writing by both Parties.

#### **8.2 Contractor's Proposal**

If Company requests Variation proposal, Contractor shall submit within 20 Business Days, provided Contractor not obliged to propose Variation which: (a) breaches Agreement/law; (b) is illegal; (c) Contractor lacks expertise; (d) materially increases Contractor's risk.

#### **8.3 Cost Recovery**

Reasonable Costs incurred preparing Variation proposal requested by Company paid by Company, whether or not Variation proceeds.

#### **8.4 Company's Response**

Company shall respond within 10 Business Days indicating whether Variation agreed, rejected, or subject to negotiation.

### **9. PAYMENT**

#### **9.1 Payment Obligation**

In consideration of Contractor's due and proper performance, Company shall pay Contract Price plus additional sums at times in Letter.

#### **9.2 Payment Applications**

Contractor shall submit Payment Applications as valid VAT invoices showing sum applied for and basis.

#### **9.3 Payment Terms**

Company shall pay each Payment Application not later than Final Date for Payment (21 days after receipt unless stated otherwise in Letter).

#### **9.4 Pay Less Notices**

Company may pay less only if issuing Pay Less Notice at least 7 days before Final Date for Payment, specifying sum considered due and detailed breakdown/reasons.

#### **9.5 Late Payment Interest**

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If any sum properly due not paid by Final Date for Payment, it bears interest at 8% per annum above Bank of England base rate, compounded quarterly.

#### **9.6 Suspension for Non-Payment**

If Company fails to pay by Final Date, Contractor may suspend performance after 7 days' written notice specifying amount outstanding and grounds. Prior to resumption, Company shall pay all suspension Costs including demobilisation/remobilisation.

#### **9.7 Prolonged Non-Payment**

If suspension under 9.6 continues over 28 days, Contractor may terminate immediately by written notice.

#### **9.8 No Set-Off**

All payments made in full without set-off, counterclaim, deduction or withholding except as expressly permitted by valid Pay Less Notice or required by law.

### **10. DEFECTS**

#### **10.1 Warranty**

Contractor warrants it shall perform Works with reasonable skill and care and upon Completion Works shall be free from Defects (save minor snagging).

#### **10.2 Defects Notification**

Company shall notify Contractor in writing of any Defects during Defects Notification Period (12 months from Completion unless stated otherwise).

#### **10.3 Rectification**

Contractor shall rectify notified Defects within Defects Correction Period or reasonable time. Contractor not obliged to rectify defects caused by: (a) Company acts/omissions; (b) misuse; (c) unauthorised modifications; (d) fair wear and tear.

#### **10.4 Statutory Rights Preserved**

Defects Notification Period is procedural only and does not limit statutory limitation periods. Where this Agreement is simple contract, claims may be brought within 6 years under Limitation Act 1980 (s5). Where executed as deed, claims may be brought within 12 years (s8). Company's rights extend to full statutory limitation period. This clause clarifies Company may bring claims for defective performance beyond Defects Notification Period to extent permitted by Limitation Act 1980.

### **11. WORKING HOURS AND OUT-OF-HOURS WORKING**

Normal hours 08:00-17:00 Monday-Friday excluding public holidays unless stated otherwise. Contractor may work outside normal hours if: (a) necessary for Completion; or (b) requested by Company and agreed. Where at Company request, Company pays additional Costs in advance if required.

### **12. LIMITATION OF LIABILITY**

#### **12.1 Aggregate Cap**

Subject to 12.7, Contractor's total liability, whether in contract, tort, for breach of statutory duty, under indemnity, for misrepresentation, restitution or otherwise, shall not exceed: (a) where Contractor provides design services: 50% of Contract Price; or (b) all other cases: 100% of Contract Price; unless different cap stated in Letter.

#### **12.2 Apportionment**

If Contractor found jointly/severally liable with third party, Contractor's liability limited to extent just and equitable having regard to Contractor's contribution, and Contractor not liable for share attributable to third party.

#### **12.3 Proportionate Liability**

Nothing imposes liability on Contractor for matters for which others responsible. Contractor's liability several only, not joint and several.

#### **12.4 Excluded Losses**

Subject to 12.7, Contractor not liable for: (a) loss of profits, revenue, contracts, savings, opportunity; (b) loss/damage to goodwill/reputation; (c) loss of use/corruption of data; (d) wasted management time; (e) business interruption; (f) indirect/consequential loss.

#### **12.7 Exclusions from Limitation**

Nothing in clause 12 limits/excludes Contractor's liability for: (a) death/personal injury from negligence; (b) fraud/fraudulent misrepresentation; (c) wilful default/misconduct; (d) liability which cannot lawfully be limited; (e) loss/damage recoverable under insurance maintained under clause 13 and actually recovered (or would have been but for Company's act/omission).

#### **12.8 Reasonableness**

Parties acknowledge clause 12 terms fair and reasonable having regard to circumstances, both had opportunity for legal advice, are commercial entities of equal bargaining power, Contract Price calculated on basis of this risk allocation, and Contractor maintains insurance under clause 13 providing commercial justification.

### **13. INSURANCE**

Contractor shall maintain from Works Commencement Date until later of (a) Completion or (b) Defects Notification Period expiry: (a) Public Liability: £10M minimum per occurrence; (b) Employers' Liability: £10M minimum; (c) Professional Indemnity (where design): minimum 100% Contract Price or £2M (whichever greater), for 6 years after Completion (12 years if deed); (d) Contract Works: full reinstatement value; unless alternative levels stated in Letter, provided not less than statutory minimums. Contractor provides evidence before commencing and annually, immediately notifies if cancelled/not renewed/materially altered. Obligation subject to insurance available on commercially reasonable terms (not commercially reasonable if premium exceeds 2.5% Contract Price annually excluding IPT). If unavailable on such terms, Contractor notifies immediately with evidence and Parties agree alternative risk allocation.

### **14. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

All IP in Contractor's Documents, know-how, methodologies, pre-existing materials vests in Contractor. Contractor grants Company non-exclusive, non-transferable, royalty-free licence to use Contractor's Documents solely for: completing, commissioning, operating, maintaining, repairing, altering, demolishing Works; and legal/regulatory obligations. Company shall not: (a) use Contractor's Documents for other projects without consent; (b) reverse engineer; (c) remove proprietary markings. Contractor has no liability for unauthorised use. Each Party keeps confidential all confidential information disclosed by other and not use except for

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performing obligations. Confidentiality survives termination for 5 years.

## 15. USE OF PROJECT IMAGES AND MARKETING RIGHTS

Subject to 15.2, Contractor may: (a) capture/retain Project Images; (b) use Project Images for marketing, promotional, business development, advertising including website, social media, case studies, portfolios, awards, publications; (c) publicly identify Company and Project unless prohibited; (d) grant licences to third parties for editorial reproduction. Where Company notifies in writing before Works Commencement Date that Works involve security-sensitive or commercially sensitive aspects: For security-sensitive: Contractor shall not use Project Images revealing internal layout, security systems, access control, surveillance, other security features compromising Company's security. However, Contractor remains entitled to use: (a) external views not revealing security; (b) general construction not showing security installations; (c) completed works showing electrical installations not compromising security; and may identify generically (e.g. 'secure facility electrical installation') without identifying client, location, security features. For commercially sensitive: Contractor shall not use Project Images revealing confidential processes, proprietary equipment, trade secrets, competitively sensitive information. However, Contractor remains entitled to: (a) use images showing Contractor's installations/systems without revealing Company's confidential processes; (b) images showing construction quality/complexity without revealing commercially sensitive details; (c) reference project without naming Company/identifying commercial operations, using generic descriptions; (d) use images internally for training/quality control. If Company requires complete prohibition on any Project Images/identification in any form, such restriction must be expressly agreed in writing before Works Commencement Date. Complete restriction only granted by Contractor upon negotiation of appropriate additional compensation reflecting loss of marketing value, unless Contractor agrees otherwise in absolute discretion. Where restrictions apply, Company notifies in writing before Works Commencement Date, specifying: (a) nature of security/commercial sensitivity; (b) specific restrictions requested; (c) aspects to which restrictions apply; (d) duration. If Company fails to notify before Works Commencement Date, restrictions shall not apply unless subsequently agreed by Contractor. All IP in Project Images captured by/on behalf of Contractor vests in Contractor. Rights granted under clause 15 survive termination in perpetuity.

## 16. FORCE MAJEURE

If either Party prevented from performing obligations (other than payment) by Force Majeure, that Party excused for so long as Force Majeure prevents performance, provided: (a) prompt written notice given specifying event, likely duration, obligations affected; (b) reasonable endeavours used to mitigate/resume; (c) suspension no greater scope/duration than required. If Contractor affected: (a) Contractor entitled to Completion Date extension; (b) Company continues to pay for any part Contractor continues; (c) Contractor entitled to recover Costs of protecting Works/maintaining Site safely. If performance of Works/material part prevented by Force Majeure for continuous 90+ days, either Party may terminate by 14 days' written notice.

## 17. TERMINATION

Contractor may terminate immediately if: (a) Company non-payment results in suspension exceeding 28 days; (b) Company becomes Insolvent; (c) Company in material unremedied breach (30 days after notice); (d) Company purports to cancel; (e) Force Majeure prevents performance over 90 days. Company may terminate immediately if: (a) Contractor becomes Insolvent; (b) Contractor in material unremedied breach (30 days after notice); (c) Contractor wrongfully abandons Works; (d) Force Majeure prevents performance over 90 days. Upon termination, Company pays: (a) all due instalments/unpaid sums; (b) fair proportion of next instalment commensurate with work executed; (c) Costs of protecting/securing Works; (d) demobilisation fees/costs; (e) cost of work/materials already procured/committed. Where Contractor terminates under 17.1 (except Force Majeure), Company additionally pays: (a) early termination fees/cancellation charges; (b) loss of profit at 15% of all sums under 17.3 plus value of remaining work. Company may cancel before Works Commencement Date paying: (a) Notice within 14 days of Order Acknowledgement Date: NO CHARGE (statutory cooling-off if applicable); (b) Notice over 14 days but up to 4 weeks after Order Acknowledgement Date: 10% Contract Price plus non-cancellable costs; (c) Notice over 4 weeks but up to 8 weeks: 25% Contract Price plus non-cancellable costs; (d) Notice over 8 weeks: 35% Contract Price plus non-cancellable costs. Non-cancellable costs include all committed/incurred costs including design, procurement, materials ordered, equipment hired, subcontractor commitments, all other disbursements, plus 15% handling charge. All sums payable within 14 days of Contractor's invoice. Parties agree cancellation charges represent genuine pre-estimate of Contractor's losses arising from cancellation at respective stages, considering: (a) Contractor's lost opportunity for other projects; (b) commitment of resources, personnel, management time; (c) overhead/administrative costs incurred preparing for Works; (d) costs of design, procurement, planning, programming which cannot be recovered/redeployed.

## 18. ASSIGNMENT AND SUBCONTRACTING

Company shall not assign/novate/transfer/dispose rights/obligations without Contractor's prior written consent, not unreasonably withheld. Contractor may assign benefit (including payment rights) without Company consent. Contractor shall not novate/transfer obligations without Company consent, not unreasonably withheld where transferee has sufficient financial standing/technical competence. Contractor may subcontract any part without Company consent, provided: (a) Contractor remains fully responsible for subcontractors; (b) subcontractors competent, qualified, resourced; (c) subcontract terms back-to-back where relevant.

## 19. DATA PROTECTION

Each Party complies with Data Protection Legislation. Where one Party (Processor) processes personal data on behalf of other (Controller), Processor shall: (a) process only on documented written instructions; (b) ensure persons authorised subject to confidentiality; (c) implement appropriate technical/organisational security; (d) not engage sub-processors without Controller's prior written consent; (e) assist Controller fulfilling data subject request obligations; (f) assist Controller ensuring Articles 32-36 UK GDPR compliance; (g) delete/return all

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personal data after processing services end. Each Party notifies other immediately (within 24 hours) upon becoming aware of personal data breach, providing description, categories/number of data subjects/records, likely consequences, measures taken/proposed. Each Party indemnifies other from all losses resulting from breach of Data Protection Legislation or this clause.

## **20. ANTI-BRIBERY, ANTI-CORRUPTION AND MODERN SLAVERY**

Each Party shall: (a) comply with all anti-bribery/anti-corruption laws including Bribery Act 2010; (b) not offer/promise/give/request/accept financial/other advantage as inducement/reward for improper performance; (c) maintain policies/procedures ensuring Bribery Act 2010 compliance; (d) immediately notify other if aware of breach or reason to believe received request for undue advantage. Each Party warrants: (a) complies with Modern Slavery Act 2015 and not convicted of offence under that Act; (b) neither it nor officers/employees/agents/subcontractors committed offence or been subject to investigation/prosecution under Modern Slavery Act 2015; (c) implements due diligence for subcontractors/suppliers ensuring no slavery/trafficking in supply chains; (d) shall notify other immediately if aware of actual/suspected slavery/trafficking in supply chain or connection with Agreement. If either Party breaches obligations, other may terminate immediately without liability and without prejudice to other rights/remedies.

## **21. NOTICES**

Any notice in writing may be: (a) delivered personally; (b) sent by pre-paid first-class post/recorded delivery; or (c) sent by email to address in Letter or as notified. Notice deemed received: (a) if delivered personally: at delivery time; (b) if posted: at 09:00 on second Business Day after posting; (c) if emailed: at transmission time provided transmission report evidences successful transmission and sender does not receive delivery failure notification, except if deemed delivery after 17:00 on Business Day or on non-Business Day, delivery deemed at 09:00 next Business Day.

## **22. DISPUTE RESOLUTION**

Subject to 22.2, if dispute arises, Parties use reasonable endeavours to resolve through good faith negotiation within 20 Business Days of either Party notifying other. Either Party may refer any dispute to adjudication any time, before/after Completion. Adjudication conducted per Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended) or alternative adjudication procedure agreed in writing. Adjudicator's decision binding until dispute finally determined by legal proceedings, arbitration (if agreed) or agreement. Parties comply with and give effect to adjudicator's decision immediately upon receipt. Unless otherwise agreed, Parties continue performing respective obligations notwithstanding dispute/referral to adjudication, save to extent performance suspended per express Agreement terms.

## **23. GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute/claim arising out of or in connection with it or its subject matter/formation (including non-

contractual disputes/claims) governed by and construed per England and Wales law. Parties irrevocably agree England and Wales courts have exclusive jurisdiction to settle any dispute/claim arising out of or in connection with this Agreement or its subject matter/formation (including non-contractual disputes/claims).

## **24. GENERAL PROVISIONS**

This Agreement (comprising Letter and these Terms) constitutes entire agreement and supersedes all prior agreements, arrangements, representations. Each Party acknowledges not relied on any representation not expressly set out. No amendment/variation/modification valid/binding unless made in writing and signed by duly authorised representative of each Party. No failure/delay exercising right/remedy operates as waiver, nor shall any single/partial exercise preclude any other/further exercise or exercise of any other right/remedy. Waiver only effective if given in writing. If any provision invalid/illegal/unenforceable, it deemed deleted to minimum extent necessary, but this does not affect validity/enforceability of rest. Nothing intended to or shall create partnership, joint venture or relationship of employer/employee or principal/agent between Parties. Person who is not party to Agreement shall not have rights under Contracts (Rights of Third Parties) Act 1999 to enforce any term, except any permitted assignee of Contractor's rights may enforce such rights. Unless expressly stated otherwise, rights/remedies provided cumulative and do not exclude any rights/remedies provided by law.

## **END OF TERMS AND CONDITIONS**

Ingenious Power Engineering Limited  
(Ingenious and IPE are trading names)  
Company Registration: 10447099; VAT No: GB 255 9933 59  
Unit 26 Robert Cort Industrial Estate, Britten Road, Reading,  
England, RG2 0AU  
[www.ingeniouspe.com](http://www.ingeniouspe.com)  
Document Date: 02 November 2025

## **IMPORTANT NOTICES**

These Terms are incorporated by reference into all quotations. No signature is required for these Terms to be binding. NEC4/FIDIC/JCT standard forms take precedence when expressly agreed in writing with completed particulars.

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