

## **Standard Terms and Conditions of Engagement for Health, Safety and Environmental Consultancy Services**

1.

- a) The following Standard Terms and Conditions of Engagement shall apply to all of the services carried out by Valo Energy Limited ("Valo Energy") on behalf of the Client.

These Terms and Conditions together with the signed Acceptance of Proposal form constitute the entire agreement between the parties and no statement given orally or in writing should be deemed incorporated unless executed by a Director of Valo Energy.

- b) The services shall mean the Scope of Work, the duties and activities provided by Valo Energy to the Client as defined in the Proposal Letter or email as issued to the Client.
- c) The agreement is between Valo Energy Ltd and the Client.
- d) The Client confirms that it is entering into this agreement wholly on its own behalf and not on behalf of or for the benefit of any other party and agrees that in the event of any claim for breach of contract arising out of or in connection of this agreement, it shall be entitled to recover from Valo Energy only the losses, if any, it has itself suffered.
- e) Valo Energy shall in the performance of the services (as defined in the Proposal Letter) exercise and will continue to exercise the reasonable skill, care, and diligence to be expected of a qualified and competent consultant experienced in the provision of such services.
- f) The services shall be provided by Valo Energy for the sole benefit and use of the Client unless otherwise agreed in writing by Valo Energy and the Client. Unless otherwise agreed in writing, no person other than the Client may rely on any report or other communication made in writing or otherwise by Valo Energy in relation to the services.

2.

- a) In consideration of performance of the services, the Client shall pay Valo Energy the fees stated in the proposal letter. If Valo Energy is required by the Client to provide additional services outside the scope and nature of the services set out in the Proposal Letter, the Client shall make a fair and reasonable additional payment to Valo Energy in consideration thereof. Such payment shall, where appropriate, be calculated by reference to the rates and sums set out in the Proposal Letter.
- b) In the event that the Client requests the services to be aborted, the Client shall pay to Valo Energy the reasonable fees and expenses commensurate with the amount of work completed by Valo Energy. For the avoidance of doubt the reasonable fees will include for the preparation of reports and/or deliverable items actually carried out whether or not the Client requires them to be issued.
- c) All monies due to Valo Energy shall be paid in UK pound sterling unless specifically detailed otherwise.
- d) Unless the Client is exempt and sufficient evidence of this supplied to Valo Energy, VAT will be applied at the prevailing standard rate on all invoices rendered.

- e) Payment is due on the date of each invoice rendered and accounts must be settled in full within 30 days of the date of the invoice.
- f) The Client and Valo Energy jointly accept that the conditions of the “Late Payment of Commercial Debts Regulations 2013” shall apply to this agreement.
- g) Where payment is unduly delayed, Valo Energy reserves the right to charge interest. The interest rate detailed under the Act is the Bank of England base rate that applies during the period in which the debt falls due, PLUS 8%.

Valo Energy shall not be liable for any delay, interruption, or failure in performance in carrying out the Scope of Works which is caused or contributed to by any circumstance which is outside its control. To the extent that any such delays are caused by the Client such loss and expense to Valo Energy arising from the delay shall be reimbursed, by the Client, to Valo Energy.

Valo Energy shall not be liable to the Client for loss of profits, loss of contracts (or other indirect or consequential loss or damage) resulting from any even or default by Valo Energy in the provision of the Scope of Works to the fullest extent permitted by law.

- h) Any works that are prepaid and not commenced or programmed by 12 months from the date of the invoice, will be retained in its entirety by Valo Energy.

### 3.

- a) The amount of Professional Indemnity Insurance to be carried by Valo Energy for each claim or series of claims arising from the same original cause shall be £5,000 unless otherwise stated in the Proposal Letter. Valo Energy shall affect Professional Indemnity Insurance for a period of six years from completion of services, unless otherwise stated in the proposal letter, provided that such insurance is available in the market for such services at commercially reasonable rates and terms.
- b) Subject as otherwise agreed in these Terms and Conditions, Valo Energy’s aggregate liability in connection with these Terms and Conditions or the provision of the results from works undertaken, whether in contract or in negligence or in any other way, for damages or loss sustained or incurred by the Client shall be limited to an aggregate amount not exceeding the value of the work carried out by Valo Energy.
- c) Valo Energy’s liability for any claim shall be further limited to such sum as it would be just and equitable for Valo Energy to pay having regard to the extent of Valo Energy’s responsibility for the loss or damage suffered as a result of each claim or series of claims in question and on the assumption that:
  - All other consultants and/or contractors shall have provided contractual undertakings on terms no less onerous than those applying to Valo Energy’s in respect of the carrying out of their obligations, and
  - There are no exclusions of or limitations or liability nor joint insurance or coinsurance provisions between the Client and any other party referred to in this clause and any other party who is responsible to any extent for the loss and damage is contractually reliable for the loss and damage, and
  - All other consultants and/or contractors have paid, or agreed to pay to the Client such proportion of the loss and damage which it would be just an equitable for

them to pay having regard to the extent of their responsibility for the loss and damage

- d) No action or proceedings under or in respect of this agreement shall be commenced against Valo Energy after the expiry of a period of six years from the date of completion of the services or such earlier date as may be prescribed by law.
  - e) The limitations shall apply in relation to the Scope of Works as set out in the Proposal Letter.
4. The amount of Public Liability Insurance to be carried by Valo Energy is £40,000,000 unless otherwise stated in the proposal letter.
  5. If requested by the Client, Valo Energy will consider the provision of warranty agreements to third parties in a form to be agreed by Valo Energy. In relation to property transactions the provision of such agreements will normally be limited to a funder, a first purchaser and a first tenant, and will be assignable no more than twice.
  6. In the event of a dispute which proves irresolvable by discussion and negotiation, Valo Energy and the Client hereby jointly agree to an initial process of mediation which, if unsuccessful, is to be followed by adjudication under the relevant statutory scheme. All costs, other than legal costs associated with the process shall be bourn in equal share by Valo Energy and the Client.

The Client acknowledges that the copyright and any other intellectual property rights as outlined under the Scope of Works in the Proposal Letter are and shall remain the property of Valo Energy and these Terms and Conditions do not purport to grant, assign, or transfer any rights to the Client in respect thereof.

Valo Energy and the Client agree that it will treat (and will cause its employees, agents, and servants to treat) as strictly private and confidential the results of the Scope of Works as set out in the Proposal Letter and any other associated works (together “the information”) so requested by the Client. The requirement in this clause to treat the information as confidential shall include a requirement to maintain adequate security measures to safeguard the information from unauthorised access, use or copying.

Valo Energy Ltd. (“Valo Energy”) respects and complies with the EU General Data Protection Regulations (GDPR). The Client agrees:

- (i) not to remove, suppress, or modify any trademark, copyright, or other proprietary marking belonging to Valo Energy from the results from works undertaken,
- (ii) not to provide any aspect of the information or copies to third parties without the written permission of Valo Energy which shall not be unreasonably withheld.

Valo Energy may suspend or terminate the provision of the Scope of Works if the Client is bankrupt or insolvent or makes any voluntary arrangements with its creditors or becomes subject to an administration order or has an administrative receiver appointed over any of its assets or Valo Energy has reason to believe that any of the foregoing conditions may come into existence.

These Terms and Conditions shall at all times be governed, construed and enforced in accordance with English Law which shall be the proper law of these Terms and Conditions and both parties thereby submit to the exclusive jurisdiction of the English Courts.

## **General Privacy Notice**

### **General Data Protection Regulation**

In this policy the “Company” shall be used to refer to Valo Energy Ltd.

The Company processes personal data it holds on individuals in accordance with the General Data Protection Regulation (“GDPR”) in the following manner:

#### **Who is the data controller?**

The Company is the data controller and your data will be processed by employees of the Company for the purposes referred to below. Any questions in relation to this should be directed to the Company by email.

#### **What is collected?**

The Company collects personal information from you at the outset of business relationship when required and will never collect more information than is necessary to process the request.

#### **Why is your data collected?**

Any personal data you provide to the Company will be processed for the purposes of a legitimate interest in accordance with the contracts or arrangements we establish, from time to time, with you and/or your company.

The personal data you provide will be used to pursue the contracts or arrangements referred to above and not for any other reason, other than to contact you from time to time on other business matters, this includes third parties under the employment of the Company.

The Company does not routinely use a data subject’s data for automated decision making, including profiling.

#### **Requests for additional information**

Sometimes the Company will require you to provide further personal information. This could be because you are thinking of using or are currently the offered services from the Company, or you have requested information surrounding specific developments/properties.

#### **Marketing**

The company collects personal data for marketing purposes with your explicit consent only, your data is collected via the Company’s website (Register interest).

The Company takes privacy seriously and will only use your personal data to fulfil our agreement with you and to provide you with any other services you have requested from the Company.

The Company may inform you (by e-mail, telephone, text message, mail or otherwise) about products and services (including those of other companies and organisations) which we consider may be of interest to you. If you do not wish The Company, to use or share your information for marketing purposes, contact us via this e-mail link [gdpr@weston-group.co.uk](mailto:gdpr@weston-group.co.uk)

## **Third Parties**

The Company does employ third parties which could be passed your data to contact you on behalf of the Company for business related matters only.

Your data will never be sold or passed on to any third party that isn't under the employment of the Company.

## **Website**

The Company's website is run by a third-party under the employment of the Company, any personal information collected via the website is used by the Company only.

When you register and use the website you will be asked to provide certain information such as your contact details. We will store this data and hold it on computers or otherwise. We will use this data to fulfil our agreement with you. We do not capture personal information without your knowledge.

In order that we can monitor and improve the site, we may gather certain information about you when you use it, including details of your domain name and IP address, operating system, browser and version.

## **Cookies (Website)**

New technologies are emerging on the Internet that help us to deliver customised visitor experiences on the Company website. In particular, there is a technology called "cookies" which may be used by us to provide you with customised information from our web site.

## **How long is your data retained?**

The Company will retain your data for the time during which you and or your company has a contract or arrangement with it and may be held in its records for future reference in circumstances where there is a legal requirement or the Company wishes to contact you, including to enter into a business arrangement with you and/or your company if it is regarded, in the future, as being a suitable business partner.

## **Access, Amend and Delete your data**

You have the right under GDPR to request access/copies of your data or to amend and/or delete your data under the general data protection regulation (GDPR) via a method called a Subject Access Request (<https://ico.org.uk/your-data-matters/your-right-of-access/>).

Whenever the Company enters into a business arrangement with you and/or your company, your personal data will be processed in the manner referred to above, and at such times it is deemed unnecessary to process your personal data, your data will be destroyed.

In the case of a data deletion request, data will be deleted where no longer required by the Company (eg marketing data). However, where data is related to legal matters (eg a contract) the data will be retained for the legally required time before being disposed of.

## **Contact Information**

For the purposes of GDPR, The Company is the data controller and your data will be processed by employees of the Company for the purposes referred to above. Any questions relating to this should be directed to the company by email.

If at any time, you need to contact the Supervisory Authority about the way Valo Energy is processing your personal data, you should write to The Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.