

Part 1: Core Terms

1. About these terms

1.1 We are Unda Consulting Limited, a company registered in England and Wales under number 09360091. Our registered office is Unit 3, Oak Cottage, County Oak Way, Crawley, West Sussex, RH11 7ST. We are a flood risk and drainage consultancy. In these terms "we", "us" and "our" mean Unda Consulting Limited, and "you" means the client (clause 2.4).

1.2 Our contract with you is made up of:

- (a) any special terms written into the quote and marked as such;
- (b) the quote (our fee proposal), including its scope, exclusions and assumptions;
- (c) these Core Terms; and
- (d) if you are a consumer, the Consumer Schedule in Part 2.

1.3 If these documents conflict, they apply in the order listed in clause 1.2, except that the Consumer Schedule takes priority wherever it gives you greater rights.

1.4 Your own terms and conditions, including any on a purchase order, appointment letter or remittance, do not apply unless one of our directors agrees to them in writing.

1.5 A "consumer" is an individual instructing us for purposes wholly or mainly outside their trade, business, craft or profession.

1.6 These terms and our model cancellation form are published at www.unda.co.uk/terms-of-business. The version that applies to an instruction is the one named in the quote. We will send you a copy of an earlier version on request.

2. How the contract is formed

2.1 The contract is formed when you accept our quote. You accept it by returning our instruction form, by confirming in writing that you wish to proceed, by issuing a purchase order, or by paying our invoice. However you accept, the contract is on these terms.

2.2 Our quote is valid for 30 days from the date it is sent. After that we may revise the fee or scope before accepting an instruction.

2.3 Anyone who accepts a quote on behalf of someone else, such as a planning consultant or architect instructing for a landowner, confirms that they have that person's authority to do so and to accept these terms for them. If they do not have that authority, they are responsible for our fees.

2.4 The client is the person or organisation that accepts our quote and instructs us, who may not be the person the quote was sent to. Where an agent accepts for someone else, the client is the person the agent acts for (clause 2.3). Please give the client's full name, and the name and address for invoices, when you instruct us. If you ask us to address invoices to someone else, you remain responsible for our fees unless we agree otherwise in writing.

3. What we will do

3.1 We will carry out the services described in the quote with the reasonable skill, care and diligence expected of a competent flood risk and drainage consultancy.

3.2 The services are limited to what the quote describes. Anything listed as an exclusion, or not described, is outside the scope and can be provided under clause 8.

3.3 Decisions on planning applications, conditions, permits and consents are made by the relevant authorities, not by us. We cannot guarantee that any authority, consultee or inspector will accept our work or grant permission.

3.4 We do not give legal, financial, tax, insurance, valuation or building survey advice. Take separate advice on those matters where you need it.

3.5 Timescales in the quote are estimates. We do not guarantee a delivery date unless we have agreed a fixed date with you in writing, which may carry an expedite fee. The programme starts once we have the accepted quote, any payment due on instruction, and all the information listed as required in the quote. We will tell you promptly if we expect a delay.

3.6 Unless the quote includes a site visit, the services are desk-based. We issue reports as PDF documents; editable files are not supplied.

4. What you need to do

4.1 You must give us, promptly, the information the quote lists as required, together with anything else we reasonably ask for to carry out the services.

4.2 We rely on the information you, your consultants and your contractors provide, and we use it as provided without

checking it independently. You are responsible for its accuracy and completeness.

4.3 Tell us straight away if the proposed development, the site boundary or any information you have given us changes. Changes may affect our conclusions and our fee.

4.4 Where a site visit is part of the services, you must arrange safe access and tell us about any hazards on the site that you know of.

4.5 If the work is held up waiting for information, payment or a decision from you, the programme moves back by at least the length of the delay. If we have been waiting for more than 3 months, we may close the instruction and invoice the work done to that point on the basis set out in clause 9.2. Restarting the work is quoted afresh, including any data that has to be re-ordered.

4.6 We prepare our work on the drawings and site boundary you confirm when you instruct us. Revising the work for later drawings is additional work under clause 8.

5. Information from others

5.1 Our work draws on information published or held by others. Examples include Environment Agency flood mapping and models, Strategic Flood Risk Assessments, Lead Local Flood Authority and water company records, LiDAR and survey data, and models and reports prepared by third parties.

5.2 We use this information in good faith. We are not responsible for errors or omissions in it that we could not reasonably have detected using the skill and care described in clause 3.1.

5.3 Our advice reflects the information, policy and guidance available when we carried out the work, as stated in the report. These change over time, and we are not responsible for updating issued work unless you instruct us to.

5.4 If new data, guidance or policy is published before we issue and it materially affects the work, we will tell you and agree the cost of updating the work with you before we issue it. If you do not want it updated, we will either issue the work with the change recorded as a limitation in the report or, where that would not be professionally appropriate, close the instruction on the basis set out in clause 4.5.

6. Fees and payment

6.1 Our fee is set out in the quote. Our quotes show the fee before VAT and the total including VAT at the prevailing rate.

6.2 The quote states when payment is due. This is either 100% on instruction, or 50% on instruction with the balance due when the completed report is issued. Work starts when the payment due on instruction has been received.

6.3 Our invoices are payable on receipt unless the quote states otherwise.

6.4 Disbursements, such as sewer records, third-party data, travel and printing, are charged in addition unless the quote includes them.

6.5 You can pay by bank transfer or by card. We will never change our bank details by email. If you receive a message asking you to pay a different account, do not pay it; call us on 01293 214444 to check.

6.6 Unless the quote states otherwise, our hourly rates are £95 (analyst), £145 (consultant) and £225 (director), plus VAT. Including VAT, they are £114, £174 and £270.

7. Late payment

7.1 If a business client pays late, we may charge statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998, together with our reasonable costs of recovery.

7.2 If a consumer pays late, we will send reminders before taking any further steps to recover the debt.

7.3 If any invoice remains unpaid, we may suspend work on the instruction after giving you at least 7 days' written notice. Our licence to use the work (clause 12) does not apply until all fees are paid.

8. Changes and extra work

8.1 The fee includes one round of factual amendments to the report, requested within 1 month of issue. Factual amendments correct details such as names, references, dimensions and descriptions; they do not include changes to the scheme or to our professional conclusions.

8.2 The following are additional work, charged at our hourly rates or quoted before we start, except to the extent the work is needed because we did not meet the standard in clause 3.1:

- responding to comments or objections from a planning authority, Lead Local Flood Authority, the Environment

Agency or any other consultee;

- revising or re-issuing the report because the proposed development, site boundary or information supplied has changed;
- work requested after the factual amendment window in clause 8.1;
- meetings, site visits and calls beyond reasonable queries on the report; and
- anything the quote lists as excluded.

8.3 We will confirm any change to the scope, fee or programme in writing before starting the changed work. Changes discussed by phone or in a meeting are agreed only once confirmed in writing; an email is enough.

9. Cancellation and ending the contract

9.1 You can cancel the instruction at any time by telling us in writing. Consumers also have the cancellation rights set out in Part 2.

9.2 If you cancel, you pay for the work done up to the date of cancellation, charged at our hourly rates, together with any third-party costs we have already committed to. For business clients the minimum charge is £250 plus VAT. For consumers there is no minimum charge, and the total is never more than the quoted price. We will refund any balance of payments received within 14 days.

9.3 We may end the contract by written notice if:

- an invoice remains unpaid 14 days after a written reminder;
- you are in material breach of these terms and do not put it right within 14 days of our written notice;
- you become insolvent or enter into an arrangement with your creditors, to the extent the law allows us to end the contract for that reason; or
- continuing would breach our professional obligations or create a conflict of interest we cannot manage.

9.4 If the contract ends under clause 9.3, you pay for the work done to the end date on the basis set out in clause 9.2. Clauses 10 to 14, 17 and 20 continue to apply after the contract ends.

10. Limits on our liability

10.1 Nothing in these terms limits or excludes our liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot lawfully be limited or excluded.

10.2 Subject to clause 10.1, our total liability to you arising out of or in connection with an instruction is limited to the greater of 5 times the fees payable for that instruction and £25,000. This applies however the liability arises, including in contract, in negligence or for breach of statutory duty. It is a single aggregate limit for all claims arising from that instruction.

10.3 Subject to clause 10.1, we are not liable for:

- loss of profit, revenue, business, contracts, opportunity or anticipated savings;
- loss of use or loss of data;
- costs of finance or of delay; or
- any indirect or consequential losses.

10.4 If you are a business client and another party, such as another consultant or a contractor, is also liable to you for the same loss, our liability is limited to the share that is just and equitable given our responsibility for it. That share is assessed on the basis that the other party has paid its share in full, and that you have not agreed any limit on its liability.

10.5 If you are a business client, any claim against us must be started within 6 years from the date we issue the final report or complete the services, whichever is later.

10.6 We are not liable for any loss arising from use of our work for a purpose other than the one in the quote, for a different site or development, or after the development has changed from the one we assessed.

11. Who can rely on our work

11.1 Our work is prepared for you, and for the purpose stated in the quote. No one else may rely on it.

11.2 You may share our work with the planning authority, consultees, your professional advisers and others involved in the process the work was prepared for. They may use it for that process, but sharing it gives them no right to rely on it or to bring any claim against us.

11.3 We may agree to extend reliance to a named third party, such as a lender or insurer, by a separate reliance letter. Any reliance letter is on terms and for a fee we agree in writing.

11.4 No one other than you and us has any right to enforce these terms under the Contracts (Rights of Third Parties) Act 1999.

12. Intellectual property and use of our work

- 12.1 We own the copyright and other intellectual property in the reports, drawings, calculations, models and other material we produce.
- 12.2 Once you have paid all fees for the instruction, you have a non-exclusive licence to use and copy our work for the purpose stated in the quote, for the site and development it describes. The licence includes submitting the work to planning authorities, consultees and other bodies, and their publication of it as part of that process.
- 12.3 The licence does not cover other sites, other developments or a materially changed scheme. You must not alter our work, or present it as the work of anyone else.
- 12.4 Native model, calculation and GIS files are not supplied unless the quote includes them.
- 12.5 You confirm that you have the right to give us the drawings, reports and other material you supply, including any personal information about other people in them, and to let us use them for the services.

13. Confidentiality

- 13.1 We will each keep confidential any information received from the other about the project and the other's business that is not public.
- 13.2 We may disclose your information to our staff, subconsultants, professional advisers and insurers who need it, to authorities and consultees as part of the services, to a prospective buyer of our business under a duty of confidence, or where the law, a regulator or a court requires it.
- 13.3 Reports submitted to a planning authority may be published by that authority. Publication in that way is not a breach of this clause. If a report contains anything you do not want made public, tell us before it is submitted.

14. Your data, our systems and our records

- 14.1 We process personal data as a controller under UK data protection law, as described in our privacy notice at www.unda.co.uk/privacy-policy. Questions about personal data should go to privacy@unda.co.uk. We record phone calls to and from our office.
- 14.2 We use specialist software, automated data screening and AI tools to help draft, check and organise our work. Our AI tools run on business accounts that do not use your information to train their models. A consultant reviews every report and output before it is issued, and we remain responsible for the work under these terms.
- 14.3 Your information is held and processed by our IT, cloud, phone, accounting and payment providers, under contracts that keep it confidential and secure. Some process it outside the UK, with the safeguards described in our privacy notice.
- 14.4 We keep reports, calculations, drawings and models for 15 years from the end of the project, and other project files and correspondence for 6 years, then securely delete them, unless a complaint, claim or legal requirement is still open. Before then, we do not return or delete project records on request, except where data protection law requires us to; we keep them to answer queries and deal with any claim.
- 14.5 We may describe the project in de-identified case studies and other marketing. We may name the town, but nothing that would reasonably identify you or the property, such as the address or the site name. This clause applies despite clause 13.1. You can opt out by telling us in writing at any time before publication.

15. Conflicts of interest

- 15.1 As well as acting for developers, landowners, homeowners and their advisers, we advise planning authorities and other public bodies. That work includes reviewing flood risk and drainage submissions for them.
- 15.2 We carry out a conflict check before accepting each instruction.
- 15.3 We will not review, on behalf of an authority, any work we have prepared for a client. Where that situation would arise, we decline the review and ask the authority to arrange it elsewhere.
- 15.4 If a conflict arises during an instruction, we will tell you as far as our duties of confidentiality allow, and agree with you how it is to be managed. If it cannot be managed, either of us may end the contract under clause 9.3.

16. Subconsultants

- 16.1 We may use specialist subconsultants, for example for hydraulic modelling, hydrogeology or surveys. We remain responsible to you for their work under these terms as if it were our own.

17. Complaints

- 17.1 If you are unhappy with our service, please contact a director at complaints@unda.co.uk. We will acknowledge your complaint within 5 working days and give you a full response within 20 working days.

- 17.2 If you are a consumer, Part 2 also applies.

18. Events outside our control

- 18.1 We are not liable for delay or failure caused by events beyond our reasonable control. We will tell you promptly if such an event affects the services, and do what we reasonably can to limit its effect.
19. Notices
- 19.1 Notices under these terms must be in writing and may be sent by email. Send notices to us at info@unda.co.uk; we will send notices to you at the email address you gave us when you instructed us, or any replacement address you give us in writing.
- 19.2 An email notice is treated as received when it is sent, if that is during business hours on a working day, and otherwise at 9am on the next working day, unless the sender receives a message saying that it was not delivered.

20. General

- 20.1 The contract described in clause 1.2 is the whole agreement between us about the services. If you are a business client, you confirm that you have not relied on any statement that is not set out in it. Nothing in this clause limits liability for fraud.
- 20.2 We may update these terms from time to time. An updated version applies only to quotes that name it.
- 20.3 You may not transfer your rights under the contract without our written consent.
- 20.4 If any provision of these terms is found to be invalid or unenforceable, the rest of the terms continue to apply.
- 20.5 If we do not enforce a right straight away, we can still enforce it later.
- 20.6 The contract is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute.

21. Particular services

- 21.1 **Planning reports.** A flood risk assessment is not a drainage design. The Sequential Test turns on planning judgement, particularly the area of search and which sites are reasonably available, and authorities can take different views. If the authority requires a different area of search or raises further sites, the extra assessment is additional work. If an application is submitted more than 12 months after a report is issued, the report should be reviewed first; the review is additional work.
- 21.2 **Mitigation.** Mitigation we recommend, such as floor levels, flood resilience and flood warning and evacuation plans, is for the design team and occupiers to implement. We do not check its implementation unless the quote includes it.
- 21.3 **Drainage design.** Our design relies on site information such as topographic survey, infiltration testing, ground investigation, groundwater monitoring and sewer records. Where it is missing we state our assumptions, and changes once it arrives are additional work. Approvals from the Lead Local Flood Authority, the water company, an Internal Drainage Board, the Environment Agency or the highway authority are their decision, and their fees are excluded. We do not supervise or inspect construction, or certify as-built drainage, unless the quote includes it.
- 21.4 **CDM 2015.** Where our work includes design under the Construction (Design and Management) Regulations 2015, such as drainage design, finished floor levels, compensatory storage, or a ground investigation or infiltration testing brief, we act as a designer under those Regulations for that design only, and issue information on residual design risks with it. By instructing us you confirm you are aware of your duties as a client under the Regulations. For a domestic client, these pass to the contractor or principal contractor, or to the principal designer if you agree that with them in writing; we do not take on client duties for you. You must tell us who the principal designer and principal contractor are, once appointed, and give us any pre-construction information relevant to our work. We do not accept appointment as principal designer or principal contractor, and do not control the pre-construction phase, unless one of our directors agrees otherwise in writing. We are not responsible for design by others, including contractor-designed elements and temporary works. Excavation, temporary works and site safety during investigation and construction are for the contractor carrying out the work. Nothing in these terms affects any duty the Regulations place directly on either of us.
- 21.5 **Construction Act.** Where the Housing Grants, Construction and Regeneration Act 1996 applies:

- (a) each invoice is the payment notice for the sum it states, and that sum is due on the invoice date;
- (b) the final date for payment is 14 days after the due date;
- (c) if you intend to pay less than the invoiced sum, you must give us a pay less notice, stating the sum you

- consider due and how it is calculated, no later than 7 days before the final date for payment;
- (d) either of us may refer a dispute to adjudication at any time; and
 - (e) the Scheme for Construction Contracts applies to the extent these terms do not meet the Act's requirements.
- 21.6 **Property, mortgage and insurance reports.** We describe the flood risk to help you and your advisers make decisions about the property. We do not value the property, survey the building, or advise on price, insurance terms or lending decisions. Lenders, insurers, sellers and others may not rely on the report unless we issue a reliance letter under clause 11.3. Flood records are incomplete; the absence of a recorded flood does not mean the property has never flooded.
- 21.7 **Expert witness work.** Expert witness services are provided under a separate letter of instruction, which applies where it differs from these terms. Our overriding duty is to the court or tribunal.

Part 2: Consumer Schedule

This Schedule applies if you are a consumer (clause 1.5). Where it differs from the Core Terms, this Schedule applies.

CS1. Prices

- CS1.1 Our quotes show the fee before VAT and the total price including VAT. Any disbursements are shown separately.
- CS2. **Your right to cancel**
- CS2.1 You have the right to cancel the contract within 14 days without giving any reason. The cancellation period ends 14 days after the day the contract is made.
- CS2.2 To cancel, tell us clearly that you have decided to cancel, by email to info@unda.co.uk, by post to Unit 3, Oak Cottage, County Oak Way, Crawley, West Sussex, RH11 7ST, or by phone on 01293 214444. You may use the model cancellation form at www.unda.co.uk/terms-of-business, but you do not have to. You meet the deadline if you send your notice before the cancellation period ends.

CS3. Starting work within the cancellation period

- CS3.1 We only start work during the cancellation period if you ask us to. Our instruction form includes that request. If you instruct us another way, you can ask us to start by email.
- CS3.2 If you ask us to start and then cancel within the cancellation period, you pay for the services supplied up to the time you tell us you are cancelling, in proportion to the full service.
- CS3.3 If, at your request, we complete the services within the cancellation period, your right to cancel ends once the services are complete. You confirm that you understand this when you ask us to start early.

CS4. Refunds

- CS4.1 We will refund any amount due to you within 14 days of the day you tell us you are cancelling. We use the same payment method you used, unless you agree otherwise, and you will not pay any fee for the refund.
- CS4.2 After the cancellation period ends, clause 9 of the Core Terms applies to any cancellation, without any minimum charge.

CS5. Your statutory rights

- CS5.1 By law, we must carry out the services with reasonable care and skill. If we do not, you can ask us to put things right or, in some cases, to reduce the price. Nothing in these terms affects your statutory rights. Citizens Advice can tell you more about them.

CS6. Our responsibility for loss

- CS6.1 We are responsible for loss you suffer that is a foreseeable result of our breaking these terms or failing to use reasonable care and skill, up to the limit in clause 10.2. Loss is foreseeable if it is obvious it will happen, or if we both knew it might happen when the contract was made. We are not responsible for loss that is not foreseeable.
- CS6.2 Clause 10.3 applies to you only if you use our work for a business purpose. Clauses 10.4 and 10.5, and the second sentence of clause 20.1, do not apply to you.

CS7. Complaints

- CS7.1 Please raise any complaint under clause 17. You can also get advice from Citizens Advice, and you may bring proceedings in the courts of the part of the United Kingdom where you live.