



STRI Proposal

Views – Cringle Playing Fields

Planning and Design Services

April 2025

Introduction

Background

STRI has previously worked with Views (the client) undertaking appraisals of both the former Burnage Cricket Club site (development site) and Cringle playing fields (mitigation site). STRI subsequently produced a report along with a proposed layout of a full-size Cricket outfield, 8 lane wicket and 1 artificial wicket, at Cringle Playing Fields with the proposed layout shown opposite.

The purpose of this assessment was to ensure that the loss of the Burnage Cricket Club site could be mitigated by providing an improved cricket facility at Cringle playing fields.

Brief

STRI has been asked to provide detailed design drawings and a specification for the cricket wicket and outfield development works along with construction monitoring works for the proposed cricket pitch at Cringle playing fields.

STRI

STRI is the leading sports surface design consultancy. Our vastly experienced teams of sports surface consultants, researchers, designers, planners, and engineers provide unrivalled end-to-end project service solutions across natural and artificial sports surfaces.

Founded on world class research capabilities, our 'plan, design, build and operate' model is routinely called into action to enhance playing surface quality. From local playing fields to elite-level tournaments and events, our unparalleled sports sector knowledge ensures an innovative, sustainable and code compliant sports surface. Visit www.strigroup.com



Figure 1 – proposed layout

Scope

Detailed Design Work

Detailed Design work would include:

- A written specification.
- A written Bill of Quantities (BoQ).
- A Full set of construction design drawings (typically included):
 - location plan,
 - proposed layout,
 - proposed finished surface level (earthworks drawings as required),
 - cross sections (x 2),
 - typical profile.

Construction Monitoring

STRI can also provide construction and works monitoring, an essential element of ensuring that the design provided is delivered on the ground to the standards required for a project of this nature. STRI's services would typically include:

- Attendance at pre-start meeting with appointed contractor (on-site).
- Attendance at progress meetings with the client and contractor via video conferencing facilities (MS Teams).

- Monitoring of workmanship and materials at key stages throughout construction and establishment (usually 4 x meetings on site).
- Laboratory testing of imported construction materials (as required).
- Monitoring of defects.

Prior to the contractor breaking ground on site, STRI will implement an agreed protocol comprising of:

- Key decision-making criteria.
- Hold points.
- Progress meetings.
- Technical update reports.
- Stop / go scenarios.
- Critical matters for client referral.

This protocol will be agreed with both the client and the contractor in order that all parties clearly understand their roles, level of responsibility and ability to make decisions in real-time.

To ensure quality, consistency and the achievement of deadlines, STRI would utilise their experienced playing field construction staff to monitor the works. This role will require a high level of Cricket pitch construction expertise, working closely with the contractor and the client, providing feedback and on-site decision making as required. STRI would undertake works monitoring visits at key stages to ensure works are carried out to a high standard and as per the specification. The key stages will be dependent on the final scope of works. During this phase of the work the STRI consultant would carry out several site visits likely to coincide with the key inspection points.

Additional Services

Design and Build Solution

STRI's preference is a design and build solution, which provides the strong combination of world leading design, project management and monitoring services, with an expert in-house contracting team to develop a fit for purpose sports surface to meet the needs of the client to the agreed timescales and budget.

Engaging STRI Group to take the lead on the natural and artificial playing field works brings with it a series of advantages, including the full management of construction teams working directly through STRI. Our in-house construction team (Carrick Sports) are experienced and respected in the industry.

This route can offer:

- Reassurance that project timescales will be achieved and delivered within budget.
- Access to STRI consultant expertise. Any required member of the STRI consultancy services team and / or its partners will be available to meet the needs of the project. These include experts in all aspects of sports surface design; water management and drainage; irrigation; soil analysis; agronomy and environmental protection.
- All aspects of the natural and artificial playing field development works, and monitoring are managed by a single entity – managing the risk of the project and ensuring the completed facility is fit for purpose for use.

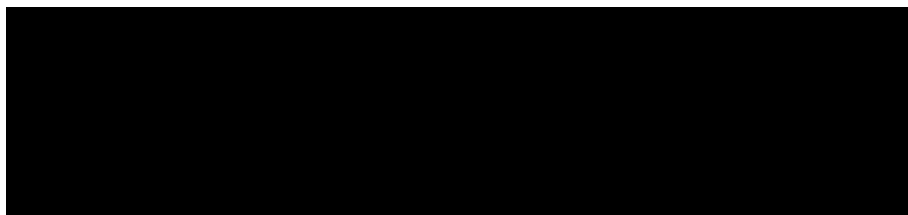
The Carrick Sports logo, featuring the words "Carrick Sports" in a bold, yellow, sans-serif font, centered on a black rectangular background. The text is flanked by two thin, horizontal yellow lines.

Summary of fees

Brief description	Fee (£)
Detailed Design and Specification for Construction	£6,850
Construction Works Monitoring	£5,750
Total	£12,600

Notes:

1. *The fees quoted do not include VAT, expenses or any necessary disbursements which will be charged in addition to the fees quoted.*
2. *Typical expenses include mileage at 50p per mile, overnight accommodation at £100-150 per night (where required) and evening meals up to £45 (where required) per person.*
3. *Any application fees, licenses or other fees are expected to be paid by the client unless otherwise agreed*
4. *This offer of service will be honoured for 3 months from the date of issue*
5. *STRI's standard terms of engagement apply (Appendix 1)*



.....
Signed by: for and on behalf of

Dated:

Accreditations

STRI holds internationally recognised accreditations of the highest standing to demonstrate the quality of its scientific, environmental and health and safety business management systems. All the following accreditations are reassessed by external auditors at between two and five yearly intervals. In addition, intermediate audits of our three CFA ISO accreditations occur each year.

- ISO 9001 (Quality Management)
- ISO 14001 (Environmental Management)
- ISO 45001 (Health and Safety Management)
- American Association of Laboratory Accreditations (A2LA) for our soils laboratory which is one of only two soils laboratories in Europe holding the A2LA accreditation.
- ORETO (Official Recognition of Efficacy Testing Organisations), issued by the UK Government's Health and Safety Executive to indicate that STRI's pathology laboratory is officially recognised as an independent testing house for new chemical products being brought onto the market by chemical manufacturers such as Bayer or Syngenta.
- RTPI – Chartered Member of the Royal Town Planning Institute (RTPI). The RTPI is the recognised professional body for town planners.



ORETO
certified



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Appendix 1

STRI LIMITED TERMS OF ENGAGEMENT

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions shall have the following meanings:-

"ACE Terms" the terms and conditions of the ACE Professional Services Agreement, the 2017 Edition, as published by the Association for Consultancy and Engineering in the United Kingdom.

"Agreement " means the agreement for the supply of the Specified Service comprising of the Quotation and these Terms of Engagement

"Client" means the person or entity named in the Quotation for whom STRI has agreed to provide the Specified Service in accordance with these terms

"Deliverables" the deliverables set out in the Service Description produced by STRI for the Client, including any Report

"Document" includes in addition to a document in writing any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disk, USB, tape or other device or cloud storage embodying any other data

"Fees" means the fees (exclusive of VAT) payable by the Client for the provision of the Specified Service as detailed in the Quotation

"Input Material" means any Document or other materials or other information provided by the Client relating to the Specified Service

"Intellectual Property Rights" patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

"Liable Parties" as defined in clause 6.8.

"Quotation" means the letter, statement, study plan, memorandum, letter or email issued by STRI to the Client setting out details of the Service Description, Specified Service and the Fees

"Scope" means the same as Service Description

"Service Description" means the service description for the Works and Specified Service set out in the Quotation (if any)

"Specified Service" means the services to be provided by STRI to the Client in accordance with the Service Description, relating to the design, construction, management or care of the Works or such other advisory or research services, as are detailed in the Quotation

"STRI" means STRI Limited (Company number 3188329) registered in England and Wales whose registered office is at St Ives Estate, Bingley, West Yorkshire, BD16 1AU

"Terms of Engagement" refers to the terms and conditions set out in this Agreement, which shall also include the ACE Terms.

"Works" means all physical aspects of the development, production and/or maintenance of surfaces (whether natural or not) as detailed in the Service Description..

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 This Agreement shall be binding on, and endure to the benefit of, the parties to this Agreement and their representatives, successors and permitted assigns, and references to any party shall include the party's successors and permitted assigns.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement. A reference to a statute or statutory provision shall include all subordinate legislation shall include all subordinate legislation made as at the date of this Agreement under the statute or statutory provision.

1.6 A reference to writing and written includes email.

2 FORMATION OF THIS AGREEMENT

2.1 Subject to clause 2.2, any Quotation given by STRI shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.2 Where a Quotation is signed by STRI, this constitutes an offer by STRI in accordance with these Terms of Engagement and the Quotation shall only be open for acceptance for 30 days from the date of issue by STRI.

2.3 Where the Client asks STRI to commence work for the Client based on the terms of a Quotation, this shall constitute an agreement incorporating these Terms of Engagement notwithstanding there being no written or signed acceptance of the Quotation by either or both parties.

2.4 These Terms of Engagement apply to this Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealings.

2.5 These Terms of Engagement incorporate the ACE Terms, unless otherwise stated. Where the provisions in the ACE Terms conflict with these terms and conditions of this Agreement, the terms of this Agreement shall prevail.

3 SUPPLY OF THE SPECIFIED SERVICE

3.1 STRI shall provide the Specified Service to the Client on the terms of this Agreement. Any change or addition to the Specified Service must be agreed in writing by STRI and the Client.

3.2 STRI shall provide the Specified Service to the Client:-

3.2.1 in accordance with the Quotation;

3.2.2 faithfully and diligently using reasonable skill and care.

3.3 STRI shall use its reasonable endeavours to meet any performance and/or delivery dates specified in the Quotation but the time of delivery shall not be of the essence unless specified otherwise as such. If despite using its reasonable endeavours STRI is unable for any reason to meet a specified performance or delivery date STRI shall not be deemed to be in breach of this Agreement or have any liability to the Client unless the Quotation has specified time of performance or delivery to be of the essence.

3.4 The Client shall at its own expense supply STRI with all necessary Documents or other materials and all information and instructions relating to the Specified Service within sufficient time to enable STRI to provide the Specified Service, in accordance with these Terms of Engagement and the Quotation. The Client shall ensure the accuracy of all Input Material.

3.5 STRI may at any time and without liability to the Client:-

3.5.1 correct any typographical or other errors or omissions in the Quotation; and

3.5.2 make any changes to the Quotation or the Specified Service which are necessary to comply with any applicable safety or statutory requirements or which do not materially affect the nature or quality of the Specified Service.

3.6 All specifications, technical data and other information in STRI's catalogues, trade literature and other publications are for general illustration and information purposes only and none of them form part of, or are intended to form part of, this Agreement or give rise to any independent or collateral liability of whatsoever nature on the part of STRI.

3.7 Where the Specified Service involves or includes the production and presentation to the Client of a written report or reports ("the Report"), unless otherwise stated in the Quotation:-

3.7.1 STRI will provide one electronic copy of the Report and additional copies requested will be charged at STRI's then current rates;

3.7.2 if the Client requires any additional report or interim results the costs of preparing and supplying the same will be charged at STRI's then current rates; and

3.7.3 STRI shall be entitled to withhold the Report until full payment of the Fees has been made.

3.8 All STRI subscriptions run for annual period(s) as agreed by the parties to this Agreement, in the Quotation. STRI will contact the Client to arrange appointments for visits within the subscription period. If proposed dates are not convenient, it is the responsibility of the Client to propose alternative dates within the subscription period. The Client shall therefore ensure that subscription site visits are booked within the 12 month subscription period. Any visits not conducted within the subscription period cannot be carried forward or refunded to the Client unless extraordinary circumstances prevented the visit/s being carried out within the 12 month subscription period and that these have been discussed and agreed in advance with STRI.

4 CLIENT'S OBLIGATIONS

4.1 The Client shall:

4.1.1 ensure that the terms of the Quotation and any information it provides in the Service Description are complete and accurate;

4.1.2 co-operate with STRI in all matters relating to the Services;

4.1.3 provide STRI, its employees, agents, consultants and subcontractors, with access to the Client's premises or site, office accommodation and other facilities as reasonably required by STRI;

4.1.4 provide STRI with such information and materials as STRI may reasonably require in order to supply the Specified Service, and ensure that such information is complete and accurate in all material respects;

4.1.5 prepare the Client's premises or site, and provide access to STRI, for the supply of the Services;

4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

- 4.1.7 comply with all applicable laws, including health and safety laws;
- 4.1.8 keep all materials, equipment, documents and other property of STRI (STRI Materials) at the Client's premises or site in safe custody at its own risk, maintain STRI Materials in good condition until returned to STRI, and not dispose of or use STRI Materials other than in accordance with STRI's written instructions or authorisation; and
- 4.1.9 comply with any additional obligations as set out in the Service Description.

4.2 If STRI's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

- 4.2.1 without limiting or affecting any other right or remedy available to it, STRI shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays STRI's performance of any of its obligations;
- 4.2.2 if the Client Default continues for a period of 3 weeks or more, STRI shall be entitled to terminate this Agreement without any liability;
- 4.2.3 STRI shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from STRI's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- 4.2.4 the Client shall reimburse STRI on written demand for any costs or losses sustained or incurred by STRI arising directly or indirectly from the Client Default.

5 CHARGES AND PAYMENT

- 5.1** The Client shall pay the Fees by the instalments (if any) and on the date or dates specified in the Quotation or otherwise in accordance with the requirements of the Quotation. If any instalment is missed or delayed when due, then the whole of the remaining Fees shall become due and payable. In the absence of any provision in the Quotation, Fees shall be payable within 30 days of the date of the appropriate VAT invoice in respect of those Fees or any part thereof.
- 5.2** All sums payable under this Agreement unless otherwise stated are exclusive of VAT and any VAT payable in respect of such sums shall be payable in addition.

5.3 Time is of the essence in respect of payment of the Fees. If any payment is not made on the due date STRI shall be entitled, without limiting any other rights it may have, to:-

- 5.3.1 charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full; and
- 5.3.2 suspend the performance of the Specified Service.

5.4 The cost of any work carried out at the Client's request in addition to that detailed in the Quotation (including in particular extra site visits) will be charged at STRI's then current rates.

5.5 In the event of any delay or delays in the performance of the Specified Service by STRI attributable to the Client's actions or failure to act or give instructions or the inaccuracy of any Input Material or any other cause attributable to the Client or any of the events or circumstances detailed in clause 5.4, STRI shall be entitled to charge such additional fees as it may reasonably determine.

5.6 Unless specified otherwise in the Quotation the Client shall pay STRI on demand all disbursements and costs incurred or to be incurred in the provision of the Specified Service at cost to STRI. Such disbursements and costs include but shall not be limited to those detailed below:-

- 5.6.1 drawing production, printing, obtaining and purchasing of all documents, professional translations, drawings, maps, records, photographs, copying of documents to facilitate in-house reviews and discussions;
- 5.6.2 provision of second and subsequent copies of Reports;
- 5.6.3 fax and telephone (other than local telephone calls);
- 5.6.4 postage and courier charges (except in the case of items weighing less than 250g sent by ordinary inland post);
- 5.6.5 visa, medical and travel insurance expenses;
- 5.6.6 travel and accommodation expenses; and
- 5.6.7** any term insurance either requested by the Client or considered essential by STRI.

6 LIMITATION OF LIABILITY

6.1 Nothing in this Agreement shall limit or exclude STRI's liability for:

- 6.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- 6.1.2 fraud or fraudulent misrepresentation; or

6.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

6.2 Subject to clause 6.1, STRI shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill and any indirect or consequential loss.

6.3 Subject to clause 6.1, STRI's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the total Fees paid under this Agreement.

6.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

6.5 No employee or agent of STRI has any authority to make or give any statements, recommendations, information or advice (whether before or after this Agreement is entered into) to the Client or its servants or agents as to any matter relating to the fitness for any particular purpose of any material, product or other thing tested, evaluated, investigated, examined or in any other way subjected to the Specified Service, unless such statement, recommendation, information or advice is confirmed to the Client by STRI in writing

6.6 In no circumstances will STRI be liable to the Client for any loss or damage, howsoever caused, arising out of services performed or goods supplied by a third party but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the third party supplying the goods or services. If STRI is liable for loss or damage arising out of work performed by a third party such liability shall be subject to the limitation on liability set out in this clause 6.

6.7 For the avoidance of doubt, but without limitation, STRI shall not be liable to the Client or deemed to be in breach of this Agreement by reason of:-

6.7.1 any delay in performing or any failure to perform any of STRI's obligations in relation to the Specified Service if the delay or failure was due to any cause beyond STRI's reasonable control; or

6.7.2 the effect on the Works of any abnormal, unusual or adverse weather conditions; or

6.7.3 the consequences of any failure by the Client to carry out any reasonable directions and recommendations of STRI relating to the Works; or

6.7.4 any neglect misuse or mistreatment of the Works, including use of the Works for a purpose for which they were not designed.

6.8 If more than one party including STRI (**Liable Parties**) are liable to the Client in respect of the same loss or damage, STRI's liability in respect of such loss or damage shall not exceed that proportion of the liability which the Fees bear to the total fees or other amounts payable by the Client (ignoring any liability) to the Liable Parties.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by STRI.

7.2 STRI grants to the Client, or shall use its reasonable endeavours to procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in the Client's business.

7.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2.

7.4 The Client grants STRI a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to STRI for the term of this Agreement for the purpose of providing the Services to the Client.

8 TERMINATION

8.1 This Agreement will expire upon the completion of the performance of the Services by STRI

8.2 Without affecting any other right or remedy available to it, either party to this Agreement may terminate this Agreement with immediate effect by giving written notice to the other party if:

8.2.1 the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 20 days of that party being notified in writing to do so; or

8.2.2 the other party takes any step or action in connection with its entering into administration, liquidation (or in the case of a party who is an individual, bankruptcy) or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in

connection with any analogous procedure in the relevant jurisdiction; or

8.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

8.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy.

8.3 Without affecting any other right or remedy available to it, STRI may terminate this Agreement with immediate effect by giving written notice to the Client if:

8.3.1 the Client fails to pay any amount due under this Agreement on the due date for payment; or

8.3.2 there is a change of control of the Client.

8.4 On termination of this Agreement:

8.4.1 the Client shall immediately pay to STRI all of STRI's outstanding unpaid invoices (and any remaining Fees in the case of instalment payments) and interest and, in respect of Services supplied but for which no invoice has been submitted, STRI shall submit an invoice, which shall be payable by the Client immediately on receipt;

8.4.2 the Client shall return all of STRI's Documents and any Deliverables which have not been fully paid for. If the Client fails to do so, then STRI may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping, shall keep them separate and identifiable, and will not use them for any purpose not connected with this Agreement.

8.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including (but not limited to) the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

9 STORAGE OF SAMPLES

9.1 Soils submitted for soil physical analysis will be retained for two months from the completion of tests. Soils submitted for chemical analysis will be retained for one month from the completion of tests. If the Client wishes samples to be retained for a longer period, then the Client should notify STRI in writing in advance and such request shall be subject to STRI's consent, at its sole discretion. It should be noted that because of their perishable nature samples sent for disease, pest and botanical analysis cannot be retained.

10 CONFIDENTIALITY

10.1 Neither party shall disclose to any third party any confidential or technical information disclosed to it by the other party whether relating to the requirement for or the provision of the Specified Service or otherwise or any confidential information resulting from the provision of the Specified Service and each party shall use its best endeavours to keep such information confidential, except as provided by clause 10.2 or 10.3.

10.2 Any of the confidential information referred to in clause 10.1 may be disclosed to:-

10.2.1 any contractor of, or supplier to, the party in question in relation to the Specified Service or the Works; or

10.2.2 to its legal or financial advisors for the purposes of obtaining advice; or

10.2.3 any governmental or other authority or regulatory body; or

10.2.4 any directors or employees of the party in question,

but only to the extent that such disclosure is necessary for the purposes of this Agreement or as required by law.

10.3 Any of the confidential information referred to in clause 10.1 may be used by the party in question for any purpose or disclosed by that party to any other person to the extent only that any part of it is at the date of this Agreement or subsequently becomes public knowledge through no fault of the party in question.

10.4 For the purposes of this clause 10 confidential information shall include:-

10.4.1 information of whatever nature relating to either STRI or the Client;

10.4.2 information of whatever nature relating to the Specified Service and/or the Works including in particular the contents of any Report;

10.4.3 any other analysis, compilations, studies or other documents prepared by or on behalf of either party which contain or otherwise reflect or are generated from information specified in paragraphs 10.4 (1) or (2) above; and

10.4.4 this Agreement and the fact that STRI is providing or has provided any Specified Service to the Client.

11 GENERAL

- 11.1** These Terms of Engagement together with the terms of the Quotation (and any agreed amendment thereto) constitute the entire agreement between the parties, supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud. All other terms express or implied by statute or otherwise are excluded to the fullest extent permitted by law.
- 11.2** The Client shall not assign any of its rights or duties under any contract or agreement with STRI without the consent in writing of STRI.
- 11.3** The name or logo of STRI shall not be published or used by the Client in any technical literature or advertising or promotional material or in any other way without the prior written consent of STRI.
- 11.4** Any Report produced by STRI in the provision of the Specified Service remains the copyright of STRI and is made available to the Client for the purposes contemplated in the Quotation only. While the Client may reproduce the Report for such purposes, any modification of the same may only be reproduced with the consent of STRI and with the STRI logo clearly displayed and with the following words prominently displayed on each page of the Report: *"This report is produced for the benefit of [Client] and no party should rely on it other than the [Client]. STRI shall not be liable to any third party from its use or reliance on this Report."*
- 11.5** Except as set out in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.6** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.7** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

- 11.8** Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Quotation.

Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by email, at 9.00 am on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

- 11.9** Unless it expressly states otherwise, this Agreement does not give rise to any rights under this Agreements (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
- 11.10** This Agreement shall be governed by English Law (including non-contractual claims and disputes) and the parties to this Agreement agree to submit to the exclusive jurisdiction of the English Courts (including non-contractual claims and disputes).