

A.S.K Pearcey Ltd

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Sheffield
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Phone/Fax 01909 518 837
Mobile: 07877 456 718
e-mail: enquiries@askpearcey.co.uk
Website: www.askpearcey.co.uk

Date of agreement : _____

A.S.K Pearcey Ltd (ASKP) and _____ (now referred to as the customer) will have the following working relationship:

1/ Projects Generated by the Customer

ASKP provide sales and design support during the enquiry stage of projects up front and with deferred charges. This is done so on the understanding that Sales and design days are recouped via costs in the secured projects. This work will be scheduled around fully paid or booked work and hence there can be no guarantee to meet deadlines. The end-user or other 3rd parties must be made aware that they are not permitted to use any designs by ASKP. ASKP are **not** liable for the consequences of any use or misuse of design information for construction purposes where detailed design has not been carried out by ASKP.

Promotional Work

The customer must not include any reference to ASKP or the Logo in any correspondence or promotions of any kind unless with the written authorisation from a director of ASKP.

Agreement Framework

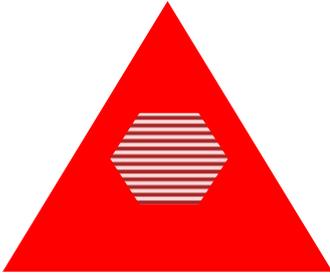
The following is The framework in which ASKP and the Customer will work:

- ASKP to provide front end (sales) design service where time is available and as agreed with the customer.
- ASKP charge **10%** on top of the project **costs** for the items **ASKP design**, to a **minimum of the equivalent of 3 days office based work**. This covers **pre-order** work and work done for where the order is not secured. Note work carried out on projects which are secured beyond the validity of this agreement are still chargeable as the ASKP work will have been carried out within this period. **NOTE This is not detailed design but pre-order preliminary design.**
- ASKP will inform the customer if the time spent in pre order is approaching the number of days equivalent to the maximum pre-order fee. Where this

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Company Registered 10th January 2006

Specialists in Air Pollution Control
Project Percent Fee Working Agreement – Issue No 4 2011





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occurs the customer can elect to **book** further days or enter a design freeze and attempt to secure the order without further pre-order design input.

Alternatively, the customer can elect to increase the pre-order fee if they believe they can secure the project at the higher fee. This must be agreed in writing.

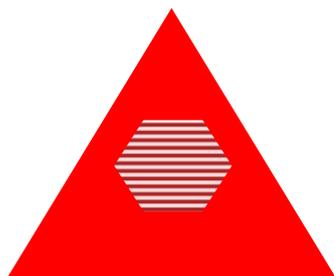
- ASKP charge the daily rate + travel and other expenses as per standard rates for any **post order** work such as further detailed design, commissioning, supervision or testing. This agreement does **not** obligate the customer to utilise ASKP for any post order work. It does not obligate ASKP to accept any post order work associated with the customer.
- ASKP charge at the standard daily rate + expenses for consultancy or test work done on behalf of the customer.
- ASKP will agree not to undertake work on behalf of the end-user or other third party for capital projects where ASKP and the customer are already involved.
- ASKP can work for the end-user and other introduced third parties where the end-user or third party approach ASKP directly for work that is in addition to or unrelated to the capital project involving the customer and assuming there is no conflict of interest (e.g. ASKP cannot agree to tender manage a project when ASKP and the customer are bidding the same project).
- The customer will allow for one standard rate day for ASKP within the portion of any project which does not involve ASKP. This day will be charged in the event that the customer secures the project but the project then does not involve the equipment designed by ASKP.
- Where significant travel costs are required (e.g. overnight stay and flights, train etc) then the customer will pay these costs and arrange travel/accommodation such that ASKP have no up front costs to pay.
- If equipment is required on hire for a project then the customer will arrange this and pay for the costs.
- The pre-order fee is capped at **£5000**.

We will hold an agreed number of progress meetings; at least 1 off- 6monthly meeting at the offices of the customer to target the best opportunities and also to progress projects we a working on. This meeting will also be used to allocate ASKP time to agreed projects and prospects. ASKP will report on days accrued for these meetings.

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Where the Customer has had to offer a discount to secure the order then ASKP will proportionally discount the fee to a minimum of 3 standard days assuming it is applied to the items that ASKP have designed.

2/ Where ASKP introduce the Customer to a Project

In accepting projects generated through ASKP the customer agrees to build into the costs and pay 10% of the **total project cost** without restrictions on full amount with a minimum of the equivalent of 3 standard rate days. This is irrespective as to whether or not ASKP can contribute any design work to the project.

Where the project cannot finance 3 days of consultancy then an agreement on the total fixed fee, in writing will be made before any work on the project commences.

Again any post order work is charged separately.

Invoicing

The customer will issue ASKP with a purchase order for the pre-order fee when they receive the order for the project. ASKP will then invoice this amount. Payment is net 30 days.

The Customer will then issue a separate order for any post order work required from ASKP with a defined target , conclusion or deliverable. ASKP will then invoice when this work is completed and this will be payment in full net 30 days. Note ASKP will provide a written quotation for this post order work + any mileage or consumables (test tubes, smoke tubes etc)

All prices exclude VAT which will be charged at the prevailing rate at the time of invoicing.

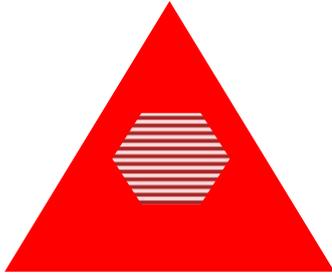
Late payment of invoices may result in interest charges on a % per day basis.

Cancellation/Termination of Agreement

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ASKP can, with immediate effect, terminate this agreement with the customer at any time. The Customer will be given written confirmation immediately after any such decision is made.

Reasons for this may be (but are not limited to) :

- ASKP are committing resource and the Customer is not securing enough business to make the agreement work for ASKP
- The scope of works is frequently outside the field of expertise of ASKP
- Breach of any of the rules contained herein
- Conflict of interest with other customers

Where ASKP terminate the contract then any work done for projects during the period of the agreement, but are then secured after termination of the agreement are still chargeable at the percent fee agreed.

ASKP will however, endeavour to keep the agreement in place whereby ASKP are in a critical phase of a project with the customer, unless extenuating circumstances make this impractical.

The contract can also be terminated by the customer, in writing with immediate effect with stated reasons. The percent fee of any project where ASKP have commenced work (even if this is a simple review or acknowledgement of the project) prior to the agreement termination is still chargeable.

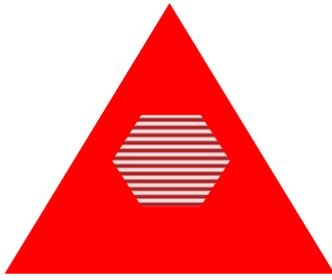
The normal procedure for cancellation or termination of the agreement is the 6 monthly review. If it is decided by either party that the agreement is no longer required then the agreement is cancelled from that day forward. Again, any ongoing projects which ASKP have worked on prior to the termination, will have the percent fee charged against them, even if the project is secured by the customer beyond the termination date.

Any single day charge payable because the customer has secured the project but not the items worked on by ASKP are chargeable even if the projects are secured beyond the termination date.

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Agreement Acceptance Declaration

By signing below you agree to the terms of this agreement and that you have read and understood the terms and conditions contained in the complete document

Company	Print Name	Position	Signature	Date
ASK Pearcey Ltd	Andrew Pearcey	Managing Director		

This agreement will be reviewed every 6 months and re-signed if the agreement is to continue.

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