



***Enzygo Limited, Enzygo Geoenvironmental Limited and Brown 2 Green Associates Limited  
Standard Terms and Conditions of Appointment***

The following standard conditions of contract apply to all work carried out by Enzygo Limited and/or Enzygo Geoenvironmental Limited and/or Brown 2 Green Associates Limited ("Enzygo").

1. Unless specifically agreed in writing to the contrary, the Client is the person, company, authority or other body to whom our proposal /fee quotation is addressed ("the Client"). The parties to the contract are the Client and Enzygo.
2. These terms shall not be treated as varied or waived unless expressly agreed in writing by the parties that these terms are to be varied or waived. Subject to any such agreement, these terms have precedence over any others contained in other documents or letters.
3. The proposed services will be as detailed in the proposal/fee quotation ("Services"). If, following receipt of a proposal/fee quotation, the Client instructs Enzygo to proceed or to continue with the Services, Enzygo shall be entitled to assume the Client's acceptance of the proposal/fee quotation and these terms.
4. Any subsequent variation to the Services (from those set out in Enzygo's proposal/fee quotation) must be agreed between the parties. Any additional or alternative work arising from such an agreed variation or undertaken as additional Services as set out in the proposal/fee quotation as requested by the Client, or arising from compliance with the Client's instructions or factors outside Enzygo's control, shall be subject to additional or alternative charges, which shall either (in so far as the basis is not set out in our proposal/fee quotation) be agreed between the parties or shall be charged at our standard hourly/daily fee rates pertaining at the time and which are reviewed annually on 1<sup>st</sup> July.
5. VAT will be applied to qualifying Services and items at the standard rate on all invoices rendered.
6. Any mileage undertaken in undertaking the work will be charged at 68p per mile. All other expenses for travel, accommodation, and subsistence will be charged at cost. Charges for printing, and any other reasonable expenses will be charged at rates to be agreed. Third-party costs associated with the Services provided will be charged at 110% of the cost to Enzygo.
7. Invoices will be rendered monthly from the start of the Services based on the Services undertaken or at agreed project milestones, unless otherwise stated in the proposal/fee quotation. Payment in full is due on receipt of the invoice with the final date for payment being 28 days thereafter or as otherwise agreed. Without prejudice to any other rights Enzygo has the right to add interest and compensation at the statutory rate as set from time to time for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 from the final date for payment until payment is made in full.
8. Unless otherwise agreed in writing in advance, the Client by whom we are retained is responsible for payment of our fees and VAT and for reimbursing any expenses we incur on behalf of the Client. Payment of an invoice by a third party (including any parent company) on the behalf of the Client, where permitted and agreed in writing in advance, shall not in any way, expressly or impliedly assign, transfer, novate to or otherwise give to that third party any rights or obligations under or in connection with these terms and the Client shall remain fully responsible for its obligations under these terms notwithstanding any payment that may be made on its behalf by any third party (unless otherwise agreed in writing).



9. In the event that it is considered that the client does not have sufficient credit worthiness in respect of the level of fees for the Services to be provided, in consideration of Enzygo entering into these terms, the Client may be required to provide a personal or third party guarantee of payment from a credit worthy party as agreed with Enzygo ("**the Guarantor**") and/or an advance payment as required or agreed otherwise with Enzygo.
10. Where a payment on account of Enzygo's fees is required in advance of the Services commencing, Enzygo shall not be obliged to commence the Services until the payment on account is received in full by Enzygo in cleared funds. The payment on account shall be credited against invoices rendered in accordance with these terms.
11. Where Enzygo requires the Guarantor to guarantee the Client's payment obligations under these terms, the Guarantor guarantees and undertakes to Enzygo that whenever the Client fails to make any payment of fees as and when they fall due and in accordance with these terms the Guarantor shall make due and punctual payment of such fees on demand.
12. If monies owing are not paid in full by the date for payment, Enzygo reserves the right to either not commence the Services (if the Services have not yet commenced), terminate its engagement (and claim damages on the basis of such termination having arisen as a result of your breach) or suspend the Services until the outstanding amount, together with interest, has been received. In addition to the above, if payment is not received within 90 day of the date of invoice, Enzygo will be entitled to make an additional charge of 1.5% of the invoice value. The Client may terminate the engagement if Enzygo materially fails to perform its obligations under its engagement with the Client.
13. External costs to be incurred on behalf of the Client, such as planning application or other statutory fees and Counsel's costs are payable in advance. Enzygo reserves the right not to proceed in this respect until such time as payment has been made in full.
14. During the contract, and for six months after its termination, neither the Client nor any of its associated companies shall offer employment to any Enzygo staff involved in performing the Services without the prior agreement of Enzygo.
15. Where Enzygo is required to act on the Client's behalf or as the Client's agent, the Client shall indemnify Enzygo against third-party claims, losses, or liabilities arising directly from the Client's instructions, information, or actions. This indemnity shall not apply to the extent that such claims, losses, or liabilities arise from Enzygo's own negligence, breach of contract, or wilful default.
16. Enzygo shall not be liable for any breach of this contract if the relevant action in respect of that breach is commenced more than 6 years after completion of the Services in respect of this commission.
17. This contract is personal to the Client and the Services and all written reports or other communications shall be for the Client's benefit only and shall not be passed to any other person without Enzygo's consent.
18. The Client will have the full right and licence to use copies of materials and reports prepared by Enzygo under the contract for the particular purpose for which they were prepared. However, all copyright and other intellectual property rights in all documents, reports, written advice or other materials provided by Enzygo remain with Enzygo. If the Client wishes to use copies of these materials for the purposes other than those for which they were prepared, this will require Enzygo's permission.
19. In the event of the client being in default in the payment of fees, or other amounts due, Enzygo may suspend use of the Licence on giving 7 days' notice of the intention of doing so. For the



avoidance of doubt, this may include the withdrawal of a report and/or its reliance by third parties. Use of the Licence may be resumed upon receipt of its outstanding amounts.

20. For the avoidance of doubt, the following provisions set out the entire financial liability of Enzygo (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client. Neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or other indirect or other consequential loss arising under or in connection with the contract. Subject to the foregoing, the Client's total liability to Enzygo in respect of all losses arising under or in connection with the contract shall under no circumstances exceed £100,000. Enzygo's total liability to the Client in respect of all losses arising under or in connection with the Services, shall under no circumstances exceed £2,000,000 (two million pounds) per claim being that amount of professional indemnity insurance held by Enzygo PROVIDED THAT any claim is covered by such professional indemnity insurance policy (which the Client has the right to inspect) and that the Services so supplied by Enzygo are limited to the following insured professional and assessment services: environmental; waste management; mineral; planning; hydrology; flood risk; permitting; landscape; noise; transport; ecology; air quality. The Client acknowledges that for any claim relating to seepage, pollution or contamination, Enzygo is insured on an 'aggregate' basis in any insurance year. Accordingly, for claims relating to seepage, pollution or contamination, the liability of Enzygo is limited to lesser of £2,000,000 (two million pounds) or that level of available insurance based on any other claims which may have arisen. Enzygo's total liability to the Client in respect of all other losses arising under or in connection with the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall under no circumstances exceed the Charges paid to Enzygo by the Client.

21. Anti Bribery

Both the Client and Enzygo shall:

- a. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010 (the 'Anti-Bribery Requirements');
- b. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
- c. have and shall maintain in place throughout the term of this contract its own policies and procedures, including adequate procedures under the Bribery Act 2010 to ensure compliance with the Anti-Bribery Requirements, and will enforce them where appropriate.

22. Anti-Money Laundering

Both the Client and Enzygo shall:

- a. comply with all applicable laws, statutes, regulations and codes relating to anti-money laundering and proceeds of crime including, but not limited to, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002 (the 'Anti-Money Laundering Requirements');
- b. not engage in any activity, practice or conduct which would constitute an offence of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 or Proceeds of Crime Act 2002 if such activity, practice or conduct had been carried out in the UK; and



- c. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and Proceeds of Crime Act 2002 to ensure compliance with the Anti-Money Laundering Requirements, and will enforce them where appropriate.

23. Modern Slavery Act 2015

Both the Client and Enzygo shall:

- a. comply with all applicable laws, statutes, regulations and codes relating to anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 (the 'Modern Slavery Requirements');
- b. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- c. require that each of its subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- d. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Modern Slavery Act 2015, to ensure compliance with the Modern Slavery Requirements and clause 22.2.3, and will enforce them where appropriate;

24. Data Protection

- a. The Client will be the Data Controller and Enzygo will be the Data Processor acting upon instruction by the Client.
- b. The Client accepts that Enzygo may need to process personal data about individuals employed by the Client on the lawful basis for processing as contractual in order to deliver these terms and conditions under the lawful basis for processing as a contractual requirement.
- c. Enzygo accepts that the Client may process personal data about Enzygo' employees or contractors to fulfil the terms of this agreements, therefore the Client and Enzygo agree to adhere with the UK General Data Protection Regulations and Data Protection Act 2018, which includes the six principles of data protection:
  - i. Lawfulness, Fairness and Transparency - data shall be processed lawfully, fairly and in a transparent manner in relation to individuals
  - ii. Purpose limitation - data shall be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
  - iii. Data minimisation - data shall be adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed
  - iv. Accuracy - data shall be accurate and, where necessary, kept up to date; reasonable steps must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased, or rectified without delay



- v. Storage period limitation - data shall be kept in a form which permits identification of data subjects for no longer than is necessary for the purpose for which the personal data are processed
    - vi. Integrity and confidentiality- Data shall be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures
  - d. The Client must ensure that when transmitting or storing personal data (either electronically or in hard copy), that any such data is secured using appropriate measures (e.g., use of encryption, passwords for electronic transmissions or using secure couriers).
  - e. Enzygo will inform the Client of any data breaches relating to the Clients personal information within 24 hours of identification and assist the Client in investigating these data breaches in accordance with the UK General Data Protection Regulations and the Data protection Act 2018.
  - f. The Client must ensure they comply with the rights of data subjects and Enzygo agrees to assist the Client when dealing with any Data Subject Access Requests.
25. Enzygo shall not be under any liability if it is unable to carry out any of the services for any reason beyond its control including (without limiting the foregoing): act of God, acts of terrorism, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or any other action taken by employees in contemplation or furtherance of dispute. During the continuance of such a contingency either party may by written notice to the other elect to terminate the Services and the Client shall pay for work done and disbursements incurred up to that time.
26. Nothing in these terms and conditions confers or purports to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.
27. If requested by the Client at the time of commencement of the Services Enzygo will enter in a letter of reliance or collateral warranty, as agreed by Enzygo with a third party, on Enzygo's standard terms (which can be supplied on request).
28. If a letter of reliance or collateral warranty is:
- a. requested after the commencement of the Services and/or
  - b. is requested on terms which are different to Enzygo's standard terms,
- Enzygo will consider and accept such requests at its sole discretion.
29. Enzygo will charge an administration fee for entering into a Collateral Warranty and/or for providing a letter of reliance , plus any third party costs that are charged to Enzygo in relation to the Services, unless the provision of these documents and costs is agreed prior to commencement of the Services. The fee charged for each Collateral Warranty or letter of reliance will be subject to the work undertaken and fees originally charged to the client. Enzygo reserves the right to additionally charge for its reasonable professional and legal costs properly incurred in (i) preparing and providing an executed letter of reliance or collateral warranty and/or (ii) reviewing and accepting any terms which are contrary to its standard terms.
30. The law of England and Wales is the law of the contract.



February 2026