

TEMPLATE CONTRACT IN RESPECT OF SI SERVICES

DATED

**THE LAND DEVELOPMENT AGENCY
(EMPLOYER)**

and

[]

CONTRACTOR

CONTRACT RELATING TO PROVISION OF SITE INVESTIGATION SERVICES

THIS AGREEMENT MADE ON [] 2026

BETWEEN

1. The **Land Development Agency**, a designated activity company (limited by shares) with company registered number 710453, having its registered office at George's Court, 54-62 Townsend Street, Dublin 2, D02 R156 (the "**Employer**"); and
2. [Contractor's full legal name] of [registered office address] (the "**Contractor**")

each a "**Party**" and together, the "**Parties**".

BACKGROUND:

- (A) The Employer wishes to progress the development of the project at ●¹ as more particularly described in Schedule 1 (the "**Project**").
- (B) The Contractor has been appointed by the Employer to the ●² Framework (LDA Reference: PRO ●³), pursuant to a framework agreement dated ●⁴ (the "**Framework Agreement**").
- (C) The Employer now wishes to appoint the Contractor to provide certain services in relation to the Project (the "**Services**") as more particularly set out in Schedule 2.
- (D) The Parties have agreed to record the terms of their agreement in respect of the Services in this Agreement.

AGREEMENT

In consideration of the premises made by both Parties throughout this Agreement, the Parties **HEREBY AGREE** as follows:

1 Definitions and Interpretation

1.1 In this contract:

"**Act**" means the Construction Contracts Act 2013;

"**Additional Services**" means any services which are additional to the Services;

"**Affiliate**" means in relation to a Party, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party from time to time, where "control" means in relation to an entity, the possession, directly or indirectly, of, or the entitlement to acquire:

- a) the power to direct or cause the direction of the management or policies of such entity whether by contract or otherwise;
- b) the ability of a person to ensure that the activities and business of that entity are conducted in accordance with the wishes of that person; or

¹ **LDA Drafting Note:** Name of Project

² **LDA Drafting Note:** Name of the relevant framework.

³ **LDA Drafting Note:** Insert LDA Procurement reference no. (e.g. Pro123)

⁴ **LDA Drafting Note:** Insert date of the underlying framework agreement with the Lead Consultant.

- c) the majority of the issued share capital or the voting rights in that entity or the right to receive the majority of the income of that entity on any distribution by it of all of its income or the majority of its assets on a winding up,

and reference to "controlled by" and "controlling" shall be construed accordingly;

"Code of Practice" means the code of practice governing the conduct of adjudications under section 6 of the Act;

"Contractor's Personnel" means the Contractor's:

- o representative and supervisor;
- o subcontractors and suppliers of any tier; and
- o employees and other persons working for the Contractor, subcontractors or suppliers of any tier or otherwise assisting the Contractor for the Services.

"Contract" or "Contract Documents" means

- o these Conditions of Contract (including the schedules hereto);
- o the completed tender, acceptance; and
- o and tender clarification information.

"Good Industry Practice" means, at any time, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced professional seeking in good faith to comply with its contractual obligations, complying with all applicable Regulatory Requirements and engaged in the same type of undertaking and under the same or similar circumstances and conditions.

"Employer's Representative" means such person as the Employer may from time to time appoint.

"Interested Party" means any Affiliate of the Employer, funder, purchaser or any other person or organisation that the Employer may specify, (and "Interested Parties" shall be construed accordingly).

"Fee" means the sum payable in accordance with clause 5 by the Employer to the Contractor for the Services.

"Material" means all reports, drawings, plans, photographs and any other materials or documents produced by the Contractor in relation to the Services.

"Regulatory Requirements" means all statutory and legal requirements, all Acts of the Oireachtas, statutory regulations, orders, local authority, local fire officer requirements, building regulations and other regulations or requirements applicable from time to time in Ireland (including without limitation, the Safety, Health and Welfare Work Act 2005 and all regulations made under the Act (including the Safety Regulations), the Planning Permission and any other planning requirements to further issue in respect of the Project from the relevant local authority, An Bord Pleanála or otherwise and any enforceable community rights within the meaning of Section 2 of the European Community Act 1972);

"Required Standard" means all reasonable skill, diligence, care and judgement which would ordinarily and properly be carried out by an independent contractor with expertise in relation to performing services that are comparable in size, scope, complexity and purpose to the Services.

“Services” means the services in respect of the Project identified in Schedule 2 (and includes any services provided by the Contractor in respect of the Project prior to the date of this Contract, which services are deemed to have been carried out under the terms of this Contract).

“Site” is the place where the Contractor is to perform the Services in accordance with this Contract and anywhere else this contract says is part of the Site.

“Withholding” means any taxes, levies, or other duty, due under Irish law that the Employer is required to deduct from the fee (and expenses) payable to the Contractor and remit to the Revenue Commissioners or similar body; and

“Works” are anything that the Contractor is to install or construct and hand over to the Employer as described in the Services.

1.2 Unless the context indicates otherwise:

- a) References to clause numbers are to the clauses of these conditions of contract;
- b) Clause headings are for reference only and do not affect the interpretation of this Contract;
- c) Words in the singular also mean the plural and the other way around;
- d) Words importing one gender include all genders;
- e) Person includes incorporated and unincorporated organisations;
- f) References to a month are to a calendar month and to a day are to a calendar day;
- g) References to the parties are to the Employer and the Contractor; and
- h) References to a law include amendments, replacements and re-enactments.

1.3 The Contract Documents are to be taken as mutually explanatory of each other if possible. If there is an inconsistency between the documents, they take precedence in the order in which they appear above. Without prejudice to the foregoing if either party becomes aware of any inconsistency or discrepancy in or between the terms of the Contract Documents, it shall promptly notify the other. The Employer’s Representative may issue a direction to resolve any such discrepancy and the direction shall be conclusive. The Contractor shall not be entitled to any additional payment as a consequence of having to comply with such instruction.

1.4 In the event of a conflict or discrepancy between this Contract and the Framework Agreement then save as the context otherwise requires the terms of this Contract shall prevail.

2 Appointment

2.1 The Contractor is hereby appointed by the Employer to carry out and complete the Services in accordance with this Contract.

2.2 This Contract together with the Framework Agreement shall constitute the entire agreement between the Parties relating to the Services and supersedes all previous agreements, proposals, correspondence, representations and/or discussions, and all payments (if any) made to the Contractor prior to the date of this Contract, in connection with the Services, are hereby agreed as forming payment of the Contractor’s Fee under this Contract.

2.3 This Contract shall apply to all Services provided by the Contractor, including any Services undertaken by the Contractor prior to the date of this Contract.

3 Contractor’s Obligations

- 3.1 The Contractor shall carry out the Services:
- a) in accordance with the terms of this Contract;
 - b) in accordance with all Regulatory Requirements;
 - c) using the Required Standard;
 - d) in accordance with Good Industry Practice; and
 - e) acting in good faith at all times.
- 3.2 The Contractor acknowledges that the Employer will rely on the Contractor's skill, expertise and experience in providing the Services required by this Contract. The Contractor warrants that it is an experienced professional with substantial experience in the provision of the Services. The Contractor warrants that it has sufficiently qualified and experienced personnel and financial resources to undertake and perform the Services in accordance with the terms of this Contract.
- 3.3 In carrying out the Services the Contractor shall:
- a) provide all personnel, equipment, materials, services and other resources necessary or appropriate for the safe, full and proper performance of the Services;
 - b) comply with all reasonable instructions issued by the Employer in relation to the Services;
 - c) at no additional cost to the Employer, co-operate fully with any other person appointed by the Employer in relation to the Project, and to comply with all reasonable directions of the Employer and/or the PSDP and/or PSCS in respect of the Services and/or the Project.
- 3.4 The Contractor agrees to carry out all duties and responsibilities which may be required to secure the satisfactory completion of the Services within the agreed timescale or such further timescales as may be agreed from time to time between the Employer and the Contractor.
- 3.5 The Services include all services which a competent and experienced professional would have reasonably considered to be included or required from the Contractor to be performed or inferred from the terms of this Contract. The Contractor acknowledges and accepts that such services do not constitute Additional Services.
- 3.6 The Contractor has examined the Services in detail and is satisfied that the Services can be carried out for the Fees. No failure on the part of the Contractor to discover or foresee any, issue error, discrepancy where the same ought reasonably to have been discovered or foreseen shall entitle the Contractor to any addition to the Fees.
- 3.7 For the avoidance of doubt nothing in the terms of this Contract shall affect or exclude the exercise of professional skill and judgment by the Contractor in the performance of its obligations hereunder.

4 Site Operations and Works

- 4.1 Provided that the Contractor has complied with clause 3.1 and clause 8, and subject to the scope of the Services, the Employer must provide the Contractor with access to the relevant parts of the Site as necessary for the Contractor to carry out the Services.

- 4.2 The Contractor must comply with all reasonable conditions relating to access and use of the Site, including, but not limited to, reinstating and making good any damage or disturbance caused to the Site which happens in the course of or as a result of the performance of the Services.
- 4.3 The Contractor is responsible for the safety and stability of the Works, and of all operations on the Site connected with the Services, including temporary works.
- 4.4 The Contractor must ensure that the Employer, and persons authorised by the Employer, are able to have access to the Site and other places where the Services are being carried out or goods or materials for or from the Services (including samples and cores) are produced, stored, extracted, or prepared, and there to inspect, test, and observe the Services, goods, materials, and activities. The Contractor must give the Employer the information the Employer's requires or requests to do this.
- 4.5 The Contractor shall keep the part of the Site where it is carrying out the Services secure, clean and tidy and free from rubbish or avoidable hazards, and shall provide, maintain and remove such site security, protection and safety measures as are required for the proper performance of the Services or as may be reasonably required by the Employer.
- 4.6 The Employer may arrange for work to be done on the Site by the Employer's personnel or other contractors.
- 4.7 The Employer may instruct the Contractor to uncover, dismantle, re-cover, or re-erect work; test, inspect, or provide facilities for testing and inspection; or any combination of these. If it is found that the Services complied with this contract and the instruction was not required because of the Contractor's breach of this contract the instruction will be considered to constitute Additional Services.
- 4.8 The Employer may instruct the Contractor to remove from the Site and replace any Works, or goods or materials for the Works, that do not comply with this contract, or otherwise to put right (in a manner instructed by the Employer) any part of the Works that do not comply with this contract. If the Contractor fails to comply with the instruction promptly, the Employer may do the work itself, or have it done by others, and the Contractor must pay or allow the Employer's cost of the work.
- 4.9 Until the Services are complete, the Contractor must not remove from the Site any Works, goods or materials for the Services, or plant used or to be used for the Services, without the Employer's consent.
- 4.10 The Employer may instruct the Contractor to suspend all or part of the Services. The Contractor must, during the suspension, protect, store, and secure any affected Works and goods, materials, samples, cores, reports and documents for the Services, and maintain the insurances required by this contract. The Contractor must resume the Services promptly after the Employer so instructs.
- 4.11 If the Contractor discovers a national monument or archaeological object (each as defined in the National Monuments Act 1930 as amended) or human remains on the Site, the Contractor must not disturb them, and must take all necessary steps to preserve them, and promptly notify the Employer and comply with the Employer's instructions. As between the parties, these items are the Employer's property. An instruction to deal with these items will be deemed to constitute Additional Services.
- 4.12 The Contractor is also responsible for obtaining and providing all facilities, power, water, and other services it requires to complete the Services, other than those the Services require the Employer to provide.

5 The Fee and payment

- 5.1 The Fee payable in respect of the performance of the Services and all other obligations under this Contract by the Contractor shall be calculated and paid, net of any Withholding, in accordance with the terms of payment, set out in Schedule 3 and this clause 5 together with any applicable VAT. In the event of Withholding being applied, the Employer will provide the Contractor with supporting documentation in respect of the amount of the Withholding to enable the Contractor to claim a credit for any such Withholding.
- 5.2 Unless otherwise specified in Schedule 3, payment in respect of amounts due to the Contractor under this Contract shall be made within thirty (30) days of a correctly completed invoice (complying with section 66 of the Value-Added Tax Consolidation Act 2010) being received by the Employer save to the extent that any dispute arises in relation to the same.
- 5.3 If a payment is not made within the time allowed in this contract, it carries interest at the rate in the European Communities (Late Payment in Commercial Transactions) Regulations 2012.
- 5.4 Amounts in this contract other than the Fee exclude VAT, unless otherwise stated.
- 5.5 Where the Employer directs that any element of the Services be omitted from this Contract, such omission shall not give rise to a claim by the Contractor (or any sub-contractors) for additional cost, or for loss of profit, loss of contracts or otherwise. The Fee payable to the Contractor shall be adjusted pro rata to take account of any element of the Services so omitted (provided that the Contractor shall be entitled to payment for any Services already performed in respect of the omitted element(s)).
- 5.6 The Employer may deduct from amounts due to the Contractor any amount that the Employer considers is due, or likely to become due, to the Employer from the Contractor under this contract or another contract.

6 Additional Services

- 6.1 The Employer may vary the scope of the Services at any time (including without limitation by omission). No such variation shall vitiate this Contract.
- 6.2 The Contractor shall not carry out Additional Services save except on receipt of an instruction in writing in advance of provision of the services from the Employer.
- 6.3 Where the Contractor considers that any direction of the Employer will require Additional Services, the Contractor shall notify the Employer of such in writing in advance. The Contractor shall issue such notice to the Employer within five (5) days of the direction, which notice shall be subject to written approval by the Employer prior to the Contractor carrying out any Additional Services. The Employer shall not be liable to a claim from the Contractor in respect of Additional Services carried out other than in accordance with this Clause 6 and in accordance with the terms and conditions of this Contract. For the avoidance of doubt, services which are necessarily incidental to the provision of the Services shall not constitute Additional Services.
- 6.4 The fee or basis for charging for Additional Services must be agreed in writing prior to the commencement of such Additional Services and shall be based on the rates set out at Schedule 3. The Contractor shall invoice the Employer separately for any Additional Services on a monthly basis in the form requested by the Employer and each such invoice shall be accompanied by supporting documents indicating the work/task carried out, the number of man hours per task, the individuals involved and their relevant hourly rate as per the agreed rates are set out in Schedule 3 hereto.
- 6.5 It is a pre-condition to the Contractor's entitlement to submit application for payment for Additional Services that the Contractor has complied with the provisions of this Clause.

- 6.6 Any Additional Services provided shall be (unless agreed in writing by the Parties) performed by the Contractor under the terms and conditions of this Contract.

7 Contractor's Personnel

- 7.1 The Contractor must ensure that Contractor's Personnel are suitably qualified, trained, and experienced and are competent to carry out their tasks. The Contractor must ensure that Contractor's Personnel carry out their tasks in compliance with the Contractor's obligations under this contract. The Contractor is liable for acts and omissions of Contractor's Personnel as if they were acts or omissions of the Contractor.
- 7.2 The Contractor must remove any Contractor's Personnel that the Employer instructs be removed.
- 7.3 The Contractor may not subcontract the entirety of the Services to one or more subcontractors. The Contractor may not subcontract part of the Services without the Employer's consent, unless the subcontracting is allowed or required by the Services.

8 Insurance and Liability

- 8.1 The Contractor has and shall maintain the insurances specified below with a well-established and reputable insurer of repute licensed to carry on business in the European Union and containing a Legal Jurisdiction Clause that includes the Republic of Ireland:
- a) Professional Indemnity Insurance for the duration of the provision of the Services and shall maintain such insurance from the date hereof for a period of 6 years from the completion of the Services with a minimum limit of indemnity of not less than €6,500,000 (six million and five hundred thousand euro) in the aggregate.
 - b) Public Liability Insurance with a limit of indemnity not less than €6,500,000 (six million and five hundred thousand euro) for any one claim (or series of claims arising out of the one event) from the date hereof to the completion of the Services. The Contractor shall produce evidence of such cover when requested to do so by the Employer.
 - c) Employer's Liability Insurance for not less than €13,000,000 (thirteen million euro) for any one claim (or series of claims arising out of the one event) from the date hereof to the completion of the Services. The Contractor shall produce evidence of such cover when requested to do so by the Employer.
 - d) Any other insurances that the Employer may reasonably require given the nature of the Services and/or the Site.
- 8.2 The insurances required to be put in place pursuant to Clauses 8.1(b) and 8.1(c) shall be extended to provide specific indemnity to the Employer.
- 8.3 The Contractor shall not, by any act or omission, invalidate or otherwise void any of the insurances required to be maintained under this Clause and when the Contractor is reasonably requested to do so, it shall produce for inspection sufficient documentary evidence that the insurance required under this Contract is being maintained in accordance with the terms of this Contract.
- 8.4 The Contractor shall as soon as practicable notify the Employer in the event of cancellation, non-renewal or of any material reduction in the insurance cover; and where there are any amendments or additional exceptions to the standard cover; and in the event of any additional warranties, endorsements, exclusions or special conditions affecting the insurance policy.

- 8.5 The Contractor shall be liable for and shall indemnify the Employer against all claims, damages, losses, liabilities, and proceedings whatsoever arising under state or common law in respect of:
- a) any loss or damage or injury whatsoever to any property real or personal; and
 - b) any personal injury to or disease contracted by or death of any person whomsoever,
- in so far as any such loss, damage, injury or death happens in the course of, in connection with or as a result of the carrying out of the Services.
- 8.6 Notwithstanding the provisions of Clause 8.5 the Contractor shall not be required to indemnify the Employer in respect of any damage, injury or death to the extent that such loss, damage, injury, disease or death is due to the negligence, omission, default or breach of statutory duty by the Employer, its servants or agents or any person for whom the Employer is responsible.
- 8.7 The Contractor shall have no liability under this Contract in respect of proceedings issued after the expiration of 12 years from the completion of the Services or other termination of this Contract, whichever is the earlier.

9 Intellectual Property, Licence to Use and Reliance

- 9.1 The Contractor warrants that it owns all intellectual property rights (including copyright) relating to the Material it produces.
- 9.2 The Contractor grants to the Employer, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Contractor for any use relating to the development of the Site.
- 9.3 The licence in clause 9.2 carries the right to grant sub-licences and is transferable to third parties without the consent of the Contractor.
- 9.4 The Contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 9.5 The Employer may, at any time (whether before or after completion of the Services, or after termination of the Contractor's engagement under this Agreement), request a copy or copies of (some or all of) the Material from the Contractor. To the extent that such request is made after completion of the Services, the Employer will pay the Contractor's reasonable charges for providing the copy (or copies).
- 9.6 Neither party shall be liable to the other for any use of Material created by (or on behalf of) it for any purpose other than that for which that Material was prepared and/or provided.
- 9.7 The Contractor shall be liable for and shall indemnify (and keep indemnified) the Employer against any and all claims, damages, losses, costs or expenses suffered by the Employer and its licensees or for which the Employer is otherwise liable arising out of or in connection with any infringement of any existing or future copyright, design rights or intellectual property rights.
- 9.8 The Employer may disclose any reports, opinions, drawings and/or advices issued by the Contractor in the performance of the Services (the "Reliance Documents") to any Interested Party. The Interested Party shall be entitled to rely on the Reliance Documents and the Contractor shall execute a Letter of Reliance with the letter being in the form set out in Schedule 4 (the "Letter of Reliance").

10 Records

The Contractor is obliged to ensure, as far as practicable, that proper and accurate management records are maintained, which records shall include such records as are reasonably required from time to time by the Employer (or its nominated representative).

11 Termination

11.1 The Employer may terminate this Contract following the expiration of 14 days written notice to the Contractor:

- a) at any time for the Employer's convenience;
- b) if the Contractor is in material breach of its obligations under this Contract and fails to remedy such breach within 14 days after notice in writing from the Employer; or
- c) if the Contractor makes a composition or arrangement with creditors or has a winding up order made or (except for the purposes of amalgamation or reconstruction) has a liquidator (provisional or otherwise), receiver, manager or examiner of their business or undertaking duly appointed or has possession taken of any property comprised in or subject to a fixed or floating charge.

11.2 The date of the expiry of the 14-day period after the giving of such notice is referred to as the "Termination Date".

11.3 In the event of any termination pursuant to this Clause 11:

- a) such termination shall be without prejudice to any other right or remedy the Parties may have in respect of any breach of this Contract;
- b) the Contractor shall provide all Material to the Employer;
- c) subject to compliance with Clause 11.2(b), the Contractor shall be entitled to be paid such Fees as are reasonable having regard to the Services performed up to the Termination Date and, in the case of termination pursuant to Clause 11.1(a), all demobilisation costs reasonably incurred together with the value of any commitment undertaken and paid or payable by the Contractor in respect of the Services which cannot also be terminated by the Contractor using all reasonable endeavours (but only to the extent not already included in the Fees).
- d) the Contractor shall not be entitled to claim for economic loss, loss of profit, loss of contracts or for any other losses in the event of such termination;
- e) without limitation to any other continuing obligations, the Contractor shall remain obliged to comply with Clause 9 of this Agreement, but any Reliance Letters furnished by the Contractor shall expressly provide that same relate only to the part of the Services and Additional Services performed up to the Termination Date.

11.4 In addition, in the event that the Employer terminates this Contract in accordance with Clause 11.1(b) or 11.1(c) above:

- a) the Employer may employ another Contractor to complete the Services to be provided by the Contractor under this Contract;
- b) any entitlement to be paid Fees in accordance with clause 11.2(c) shall be subject to the entitlement of the Employer to set off against or deduct from such Fees any amounts payable by the Contractor to the Employer pursuant to the Contract and any reasonable additional costs incurred by the Employer by reason of the termination; and

- c) Unless the Contractor provides the Employer with a bond or other security to cover the value of outstanding amounts as at termination, the Employer shall have no obligation to make any further payment to the Contractor until the Employer has ascertained as soon as reasonably possible the Employer's loss or damage arising from the termination, including the additional costs in respect of engaging a replacement Contractor.

12 Confidentiality

- 12.1 The Contractor agrees to keep, and to ensure that its personnel and professional advisors keep, confidential all information, documentation or other matters arising or coming to its or their attention in connection with the Project or the provision of the Services and not at any time for any reason whatsoever to disclose or permit to be disclosed any information to any third party except as permitted hereunder to enable the Contractor to carry out its duties and obligations. The Contractor shall procure that its employees who have access to such information are subject to the same obligations as the Contractor in this regard and shall take all reasonable steps to ensure that its employees and professional advisors comply with such obligations, where applicable.
- 12.2 The Contractor understands and agrees that it will not use the Employer's name, logo or trademarks or issue any public announcements or press releases regarding this Contract without the Employer's prior specific written permission on each occasion.

13 Disputes

- 13.1 Without prejudice to the entitlement of either party to this Contract to refer a dispute relating to payment to adjudication at any time in accordance with the provisions of the Act and the Code of Practice, if any dispute or difference arising out of or in connection with this Contract (a "dispute") arises between the Parties to this Contract or their respective assigns then a Party shall send a notice of dispute in writing to the other Party adequately identifying and providing details of the dispute.
- 13.2 Within 7 days after the service of the notice of the dispute (or such longer period as the Parties may agree), the Parties shall meet at least once and shall, in good faith, attempt to negotiate and resolve the dispute or to agree to methods of resolving the dispute by other means. At any such meeting, each Party shall be represented by one or more senior representative(s) having authority to agree to a resolution of the dispute.
- 13.3 If the dispute has not been resolved within 21 days of the service of the notice of dispute, or such other time as may be mutually agreed by the Parties prior to the expiry of 21 days, the matter shall be referred to conciliation by either of the Parties by notice in writing. Within 14 days of the date of such notice, a conciliator shall be appointed by the Parties.
- 13.4 In the event that the Parties cannot agree upon the appointment of a conciliator within 14 days of the notice to refer to conciliation, the Parties shall seek the nomination of a conciliator by the President for the time being of Engineers Ireland. The conciliator, in conjunction with the Parties, shall decide on the procedure to govern the conciliation and an appropriate timeframe for the resolution of the dispute. Without prejudice to the foregoing, the conciliation must be completed within three months from the date of notice to refer to conciliation, unless otherwise agreed between the Parties.
- 13.5 In the event that no settlement is reached during the conciliation, the conciliator shall, within 14 days of the completion of the conciliation (unless an alternative timeframe is agreed between the Parties and the conciliator), make a recommendation. The Parties hereby agree that any recommendation of the conciliator shall be final and binding on the Parties in respect of the dispute unless rejected by either of the Parties within 28 days of the issue of such recommendation.

- 13.6 In the event that one Party rejects the recommendation of the conciliator, either Party shall be entitled to refer the dispute to arbitration and the final decision of such person as the Parties may agree to appoint as arbitrator or failing agreement as may be appointed upon the application of either Party to the President for the time being of Engineers Ireland provided that either Party may by written notice require that such nomination be to an arbitrator that has legal qualifications and with construction dispute experience (and the President shall be obliged to limit his nomination to a person with such qualifications and experience). Every or any such reference shall be deemed to be a submission to Arbitration within the meaning of the Arbitration Act 2010 or any Act amending same. The award of the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English and the venue shall be Dublin.
- 13.7 If any dispute referred to arbitration under this Clause 13 raises issues which are substantially the same as and/or connected with issues raised in a dispute between the Employer and any third party in relation to the Site or the Services and if such related dispute is to be or has already been referred for determination to an arbitrator, the Employer may elect, at its discretion, to refer the dispute under this Contract to such arbitrator, who shall have power to make such directions and all necessary awards as if the procedure set out in the Rules of the Superior Courts (as amended) as to the joining of one or more co-defendants or third parties was available to all the Parties and to such arbitrator.

14 Law and Jurisdiction

This Contract is governed by and shall be construed in accordance with the laws of Ireland and subject to Clause 13 above, the Parties submit to the exclusive jurisdiction of the Irish Courts.

15 Notices

- 15.1 A notice given to a party under or in connection with this Contract:

- a) shall be in writing and in English;
- b) shall be signed by or on behalf of the party giving it;
- c) shall be sent to the party for the attention of the contact and at the address listed in clause 15.2;
- d) any notices sent by post shall be deemed to have been delivered at the expiration of two days from the date of posting; and
- e) if sent by email, upon the sender's email server confirming that the email has been successfully transmitted.

- 15.2 The parties' addresses and contacts are as set out in this table:

Employer	Contractor
FAO: [] Land Development Agency, George's Court, 54-62 Townsend Street, Dublin 2, D02 R156	FAO: []

- 15.3 A party may change its details given in the table in clause 15.2 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:
- a) the date, if any, specified in the notice as the effective date for the change; or
 - b) the date five Business Days after deemed receipt of the notice.

16 Entire Agreement

- 16.1 This Contract together with the Framework Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2 Each party agrees that in entering into this Contract 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 Contract.
- 16.3 This Contract shall not prejudice the Employer's common law rights, rights under statute or equitable remedies against the Contractor, which are hereby acknowledged to be preserved and nothing in this Contract shall operate to exclude or limit the Contractor's liability for breach of any of the provisions of this Contract.

17 Relevant Contracts Tax

- 17.1 The Employer shall be entitled to make any deduction or withholding on account of tax required by law or practice of the Revenue Commissioners, including, without limitation, any deduction or withholding necessary to fulfil its obligations under Sections 530A to 530V of Chapter 2 of Part 18 of the Taxes Consolidation Act 1997 (Payments to sub-contractors in certain industries) and any regulations made thereunder.
- 17.2 For the purposes of enabling the Employer to fulfil such obligations, the Contractor shall furnish to the Employer all such information or particulars the Employer may require in order to satisfy the Employer as to the identity of the Contractor, including, without limitation, documentary evidence of the identity of the Contractor.
- 17.3 Subsequent to the making of any deduction or withholding, the Employer shall account to the Revenue Commissioners for the appropriate amount and shall provide the Contractor, within a reasonable period of time, a copy of the deduction authorisation or relevant details of same, which the Contractor may require in order to obtain any repayment, credit or relief in respect of the withholding or deduction.
- 17.4 The Contractor shall comply with its obligations under Sections 530A to 530V of Chapter 2 of Part 18 of the Taxes Consolidation Act 1997 and any regulations thereunder and shall procure that any of its sub-contractors to whom payments are made in relation to activities contemplated by this Contract will also so comply.

18 Waiver

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

19 Severability

Each of the provisions of this Contract is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

20 Counterparts

- 20.1 This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original of this Agreement but all the counterparts shall together constitute one and the same instrument.

20.2 Transmission of an executed counterpart of this agreement by email or other means of electronic transmission (in PDF, JPEG or other readable format) or by personal delivery or by courier shall take effect as delivery of an executed counterpart of this Agreement.

Schedule 1

The Site

Schedule 2

Services

Schedule 3

Fee and Payment

Schedule 4
Letter of Reliance

[Addressee]

Dear Colleagues

Letter of Reliance – Project: [Description of Project] (the “**Project**”).

Background

- A. By an agreement dated [] (the “**Contract**”) [insert name] (the “**Contractor**”) was appointed by the Land Development Agency (the “**Employer**”) to provide certain [Insert brief description of the services] (the “**Services**”) in respect of the Project.
- B. As part of the Services the Contractor produced a report dated [insert date of report] (the “**Report**”).
- C. The Contractor agrees that the Addressee may use, copy and rely upon the Report.

In consideration of the mutual covenants contained herein and notwithstanding any provision or statement in the Report to the effect that only the Employer may rely on the report, the Contractor and the Addressee agree as follows:

- 1. The Contractor warrants that the Report has been prepared to the best of the Contractor’s ability using the standard of reasonable skill, care and diligence to be expected of a competent professional experienced in providing services in the nature of the Services for projects of similar scope and complexity of the Project and the Contractor undertakes the Addressee shall be entitled to rely upon this warranty.
- 2. The Contractor agrees to allow the Addressee the use and reliance upon the Report in all respects as if the Report had been prepared for and on behalf of and addressed to the Addressee for its originally intended purpose.
- 3. The Contractor grants to the Addressee, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to use and reproduce for any purpose relating to the Project all documents, reports, drawings, calculations and specifications (and the designs contained in them) which have been or will be prepared by the Contractor or on its behalf in connection with the Report, and the Contractor agrees to supply to the Addressee on request copies of such materials (subject to reimbursement of the Contractor’s reasonable copying charges). The Contractor shall be liable for and shall indemnify (and keep indemnified) the Addressee against any and all claims, damages, losses, costs or expenses suffered by the Addressee and its licensees or for which the Addressee is otherwise liable arising out of or in connection with any infringement of any existing or future copyright, design rights or intellectual property rights.
- 4. The Addressee confirms that it shall only use the Report in connection with the Project. The Contractor will not be liable for any misuse of the Report other than for the purpose for which it was prepared by or on behalf of the Contractor.
- 5. [The Addressee may assign the benefit of this Letter of Reliance without the consent of the Contractor on two occasions only and the Addressee shall notify the Contractor in writing following any such assignment specifying the name and address of the assignee and the date of this Assignment.]

6. The Contractor warrants and undertakes to the Addressee to maintain with a reputable insurance company carrying on business in the European Union from the date hereof and for a period expiring no earlier than twelve (12) years from the date of the Report professional indemnity insurance with a limit of indemnity of at least ([REDACTED]) in respect of each and every claim⁵.
7. This letter of reliance shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction in relation to any matter arising under or in respect of this letter of reliance.

IN WITNESS whereof the parties hereto have executed this Letter of Reliance the day and year first herein **WRITTEN**.

⁵ To align with PI insurance requirement in clause 8 of the Contract.

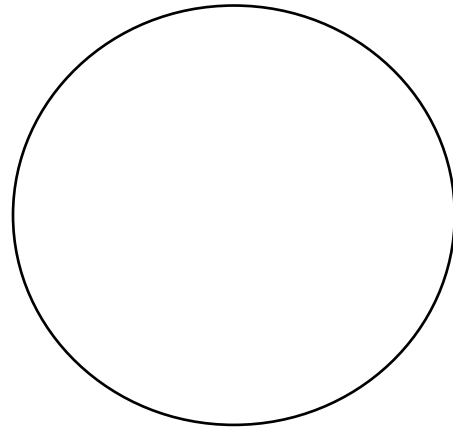
IN WITNESS WHEREOF the Employer and the Contractor have executed this Contract as a deed.

GIVEN UNDER the common seal of
THE LAND DEVELOPMENT AGENCY

And delivered as a **DEED**:

Signature of Authorised Person

Print Name



Company Seal of
The Land Development Agency

Signature of Authorised Person

Print Name

GIVEN UNDER the common seal of
the **CONTRACTOR**
and **DELIVERED** as a **DEED**:

Director Signature

Print Name

Director/Secretary

Print Name