

REDWELL UK LIMITED

Rail Asset Protection Consultants

STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

Redwell UK Limited — Rail Asset Protection Consultancy Services

Version: July 2026 · Company No. 06342877 · Registered in England and Wales

1. Definitions and Interpretation

- 1.1** "Client" means the person, company or organisation engaging Redwell to provide the Services.
- 1.2** "Redwell" means Redwell UK Limited (Company No. 06342877), The Old Police Station, West Square, Maldon, Essex CM9 5AL.
- 1.3** "Services" means the rail asset protection consultancy services described in the Letter of Engagement, including APA/BAPA management, pre-submission review, design coordination, programme management, authority liaison and DOE services.
- 1.4** "Authority" means Network Rail Infrastructure Limited, Transport for London, Docklands Light Railway, Edinburgh Trams, or any other rail infrastructure manager with jurisdiction over the works.
- 1.5** "Project" means the construction, remediation or development works in connection with which the Services are provided.
- 1.6** "Letter of Engagement" means the written agreement, proposal or purchase order accepted by Redwell.

2. Scope of Services

- 2.1** Redwell shall provide the Services with reasonable skill, care and diligence, in accordance with the standard expected of a competent rail asset protection consultant.
- 2.2** Redwell's role is limited to coordination, liaison and management of the interface between the Client, the Project team and the relevant Authority. The Services do not include the provision of structural, geotechnical, architectural or engineering design unless expressly agreed in writing.
- 2.3** The Client acknowledges that Redwell acts as an intermediary. The outcome of any submission to an Authority is not within Redwell's control and is subject to the Authority's independent review process.

3. Design Responsibility

- 3.1 Responsibility for Design and Methodology.** Redwell does not assume, and expressly excludes, any responsibility, liability or duty of care in respect of: (a) the design, specification, calculation or methodology of any permanent or temporary works; (b) the content, technical accuracy or adequacy of any document submitted to an Authority, including Form A, Form B, Form C, Form E, Work Package Plans, Emergency Preparedness Plans, RAMS, Construction Phase Plans and CRE/CEM nomination forms; (c) the suitability, fitness for purpose or compliance of any design or construction methodology with applicable standards, regulations or Authority requirements; or (d) any aspect of design review, construction supervision, quality assurance or health and safety management of the Project.
- 3.2** Design responsibility rests solely with the Client, the Client's appointed designers, the Contractor's Responsible Engineer (CRE) and any other design professional appointed by or on behalf of the Client in accordance with the requirements of the relevant Authority and the Construction (Design and Management) Regulations 2015.
- 3.3 Pre-Submission Review.** Where Redwell carries out a pre-submission review of documents, such review is an advisory coordination service only. It does not constitute a design check, technical endorsement, or certification that the document complies with Authority requirements or applicable standards. The Client retains full responsibility for the content of all documents submitted to an Authority.

4. Programme and Project Delays

4.1 Authority Review Periods. The review of submissions by an Authority is subject to the Authority's own internal processes, resourcing and timescales. Redwell does not control, influence or guarantee the Authority's review period or the outcome of any submission.

4.2 No Liability for Programme Delays. Redwell expressly excludes any liability to the Client, or to any third party, for any delay, loss of programme, extension of time, prolongation cost, loss of profit, loss of revenue or any other direct, indirect or consequential loss arising from or in connection with: (a) the time taken by an Authority to review, comment upon, approve or reject any document; (b) comments, DRN requirements or rejection of any submission by an Authority; (c) delays in granting any consent, APA, BAPA or equivalent; (d) changes to an Authority's requirements or process during the Project; (e) the performance or availability of Authority staff; or (f) any delay caused by deficiencies in documents or information provided to Redwell by the Client or the Client's team.

4.3 Any programme issued by Redwell is indicative only, based on standard Authority review periods and information available at the time. It does not constitute a guarantee that the Project will proceed to programme.

5. Client Obligations

5.1 The Client shall provide Redwell with all information, documents, access and assistance reasonably required to perform the Services in a timely manner.

5.2 The Client shall ensure that all documents provided to Redwell for submission to an Authority are technically accurate, complete and prepared by suitably qualified professionals. Redwell shall not be responsible for verifying the technical accuracy of documents prepared by third parties.

5.3 The Client shall promptly notify Redwell of any change to the Project scope, programme or personnel that may affect the Services.

6. Fees and Payment

6.1 Fees are as set out in the Letter of Engagement. Unless otherwise agreed, an initial fee of 25% is payable upon Authority confirmation that the project is live, with the balance invoiced monthly.

6.2 All fees are quoted exclusive of VAT, which shall be charged at the prevailing rate.

6.3 Payment is due within 28 days of invoice. Interest shall accrue on overdue amounts at 8% per annum above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.

6.4 Redwell reserves the right to suspend the Services where any invoice remains unpaid for more than 30 days.

6.5 Fees shall continue to be payable during any period of Authority-caused delay unless the Services are formally suspended by written agreement.

7. Limitation of Liability

7.1 Redwell's total aggregate liability shall not exceed the total fees paid by the Client to Redwell in the twelve months preceding the event giving rise to the claim.

7.2 Redwell shall not be liable for any indirect, special or consequential loss, including loss of profit, loss of revenue, loss of contract or reputational damage.

7.3 Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

8. Intellectual Property

8.1 All intellectual property in documents and deliverables produced by Redwell shall remain vested in Redwell until all fees are paid in full, upon which a non-exclusive licence for use on the Project is granted to the Client.

9. Confidentiality

9.1 Each party shall keep confidential information disclosed by the other and shall not disclose it to any third party without prior written consent, except as required by law.

10. Termination

10.1 Either party may terminate the engagement on 30 days' written notice.

10.2 Redwell may terminate immediately if the Client fails to pay any invoice within 30 days, becomes insolvent, or commits an unremedied material breach.

10.3 Upon termination, all fees accrued to the date of termination are payable within 28 days.

11. Governing Law

11.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

12. General

12.1 These Terms, together with the Letter of Engagement, constitute the entire agreement between the parties and supersede all prior representations and understandings.

12.2 No variation shall be binding unless agreed in writing by both parties.

12.3 If any provision is found invalid or unenforceable, it shall be severed; remaining provisions continue in full force.

12.4 These Terms do not create rights in favour of any third party under the Contracts (Rights of Third Parties) Act 1999.

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monitoring@redwelluk.com · redwelluk.app · Terms last reviewed July 2026