

GBR 92

**GENERAL CONDITIONS FOR
CONSULTING SERVICES**

General Conditions for Consulting Services, GBR 92

Introduction

These General Conditions for Consulting Services (GBR 92) have been prepared by the Danish Association of Consulting Engineers (FRI) for concluding consultancy agreements not sufficiently covered by ABR 89.

GBR 92 regulates relations between the client and the consultant and establishes the principles to be taken into account regarding contractual relations in connection with a consultancy task.

GBR 92 and ABR 89 are based on the same contract law principles on the performance of consultancy tasks. However, a variety of technical building terms are omitted from GBR 92, since ABR 89 is specifically targeted at the field of building and civil engineering. Thus, GBR 92 is targeted at tasks outside this field.

GBR 92 first describes circumstances regarding the work of the consultant and the client. It then moves on to describe services and fees, followed by copyrights, liability and insurance, and finally describes circumstances in relation to postponement, work standstill and disputes.

An agreement form is attached to the general conditions.

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1. WORK OF THE CONSULTANT AND THE CLIENT

1.1 Rules and parties

1.1.1 These General Conditions for Consulting Services – GBR 92 – shall apply to the legal relationship between the consultant and the client unless otherwise expressly stipulated in the agreement between the parties. In order to be valid, derogation from these conditions must be unambiguous and in writing.

1.1.2 In the context of these conditions, the “consultant” shall mean any party undertaking to solve a specific task within the scope of the conditions, and the “client” shall mean the party engaging the consultant to solve the task.

1.2 Impartiality

1.2.1 Should the consultant have a business, family or other relationship with another party involved in the task, meaning that such relationship may give rise to doubt with regard to the consultant's impartial function as representative of the client, he shall immediately inform the client thereof in writing.

1.2.2 The consultant shall, in relation to the task, solely be remunerated by the client. Discounts, commission, etc. shall thus solely benefit the client.

1.2.3 Where the consultant holds a licence or similar right in respect of a chattel planned for use in connection with performance of the task, the consultant shall notify the client to this effect.

1.3 Confidentiality

1.3.1 The parties shall be mutually obligated to keep confidential information obtained in connection with the performance of the task.

1.4 Contacts

1.4.1 The contacts appointed by the parties shall, with binding effect on the parties, be entitled to make all decisions regarding the task.

1.5 Sub-consultants

1.5.1 The consultant shall be entitled to use sub-consultants in cases where this would be customary and where such assistance would be less important.

2. SERVICES AND FEES

2.1 Services of the consultant and the client

- 2.1.1 The consultant shall perform the services stipulated in the individual agreement within the agreed time frames.
- 2.1.2 The client shall make the materials/services stipulated in the individual agreement available to the consultant within the agreed time frames.

2.2 Fees and expenses

- 2.2.1 The consultant's fee for performing the task is stated in the individual agreement.
- 2.2.2 Unless otherwise expressly stipulated, all amounts shall be stated exclusive of VAT.
- 2.2.3 The consultant's fee does not include out-of-pocket expenses. Out-of-pocket expenses shall always include transportation, travel expenses, accommodation, reproduction of drawings, etc. Other expenses may be specified in the individual agreement.

2.3 Payment

- 2.3.1 The consultant shall be entitled to demand that the fee for services performed and reimbursement of expenses paid be settled on account monthly in arrears.
- 2.3.2 The consultant's demand for on account payment shall be paid no later than 20 days after the client's receipt of the demand (due date). If the amount is not paid on or before the due date, interest shall accrue from that date onwards at the rate provided by the Danish interest Rate Act. The same shall apply to the consultant's final account.

3. COPYRIGHT, LIABILITY AND INSURANCE

3.1 Copyright

- 3.1.1 To the extent agreed or provided for in the agreement, the client shall be entitled to use the material prepared for the performance of the task. The consultant shall retain all rights to his ideas and the material prepared by him.
- 3.1.2 Publication of material prepared by the consultant in relation to performance of the task shall be subject to the consultant's prior written consent and on the condition that the name of the consultant is clearly stated.

3.2 Liability and insurance of the consultant

- 3.2.1 For a period of five years counted from completion of the consultancy task, the consultant shall be liable under the general compensation rules of Danish law for defects, errors and omissions, except for the following.
- 3.2.2 The consultant shall not be liable for business interruption, loss of profit or other indirect losses.
- 3.2.3 Where the consultant, with one or more parties, incurs liability toward the client, the consultant shall be liable only for the part of the client's loss corresponding to the share of the total negligence attributable to the consultant.
- 3.2.4 The individual agreement shall stipulate provisions on an amount limitation of the consultant's liability as well as the consultant's liability insurance cover.

4. POSTPONEMENT, WORK STANDSTILL AND DISPUTES

4.1 Postponement of the task

- 4.1.1 The client shall at any time be entitled to postpone the task. In case of postponement, the consultant shall be remunerated for the work performed until such postponement. Moreover, the consultant shall be entitled to demand reimbursement of expenses he will incur as a result of postponement of the task, including unavoidable expenses for redundant capacity (labour, premises, chattels, etc.).
- 4.1.2 The consultant shall be entitled to demand payment for any extra work involved in resuming the task.

4.2 Work standstill

- 4.2.1 The client shall at any time be entitled to stop the performance of the task. In case of work standstill, the consultant shall be remunerated for the work performed until such standstill. Moreover, the consultant shall be entitled to demand reimbursement of expenses he will incur as a result of the standstill, including unavoidable expenses for redundant capacity (labour, premises, chattels, etc.).
- 4.2.2 Within the scope of 3.1, the client shall be entitled to use the material thus far prepared by the consultant, however, never as a basis for production intended for sale. The consultant shall not be liable for continued use of the material, and his name shall not be used in connection with the client's use of such material.

4.3 Disputes

- 4.3.1 Any dispute arising out of or in connection with this agreement shall be sought resolved amicably, potentially by third party mediation. Disputes that cannot be settled amicably shall be settled by the Danish civil courts.
- 4.3.2 Disputes relating solely to the size of the fee calculated by the consultant that cannot be settled amicably shall, however, be settled by the Committee on Legal Affairs and Opinions of the Danish Association of Consulting Engineers, whose decision may be brought before the Danish civil courts.