



Registration Form

(Please make cheques payable to Fugro GEOS Ltd and send with the completed registration form to:
Accounts Department, Fugro GEOS, Fugro House, Hithercroft Road, Wallingford, Oxfordshire, OX10 9RB, UK)

I/We wish to register as user(s) of the Weather Consultancy Service for:

Please tick how many months you would like to join for and whether you would like to pay in £'s or €'s.

£	3-months. A cheque for £50 + VAT (£58.75) for Registration Fee is enclosed
£	6-months. A cheque for £75 + VAT (£88.12) for Registration Fee is enclosed.
£	12-months. A cheque for £100 + VAT (£117.50) for Registration Fee is enclosed

For payments outside the U.K. in Euros

€	3-months. A cheque for €70 in payment of the Registration Fee is enclosed.
€	6-months. A cheque for €105 in payment of the Registration Fee is enclosed.
€	12-months. A cheque for €140 in payment of the Registration Fee is enclosed.

If not VAT registered, 17,5% VAT will be added

NAME OF COMPANY/ORGANISATION: _____

ADDRESS: _____

TEL NO: _____ FAX NO: _____

CONTACT (ADMINISTRATION): _____ POSITION: _____

CONTACT (INVOICING): _____ VAT NUMBER: _____

EMAIL 1: _____ EMAIL 2: _____

Operations for which weather information is required: _____

Location or geographical area involved: _____

Please send me _____ membership cards.
(Includes the Fugro GEOS 24 hour contact numbers, your registration number and expiry date).

PASSWORD (Your choice): _____

SIGNATURE: _____ NAME (in block letters): _____

POSITION: _____ DATE: _____

WHERE DID YOU HEAR ABOUT US? _____

Service is provided under Fugro GEOS Conditions of Business for Weather Consultancy dated 23 January 2004.



Price List

REGISTRATION FEE:

3-months	£50 or €70
6-months	£75 or €105
12-months	£100 or €140

TELEPHONE CALL:

For telephone call to Forecaster	£12.50 per call or €18 per call (see note 2 below)
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INFORMATION PROVIDED BY FACSIMILE:

FastFAX (Forecasts for UK/Europe/Mediterranean areas) For urgent information Delivery guaranteed within 1 hour of request	£35 or €50 (see note 3 below)
StandardFAX For less urgent information Delivered as quickly as possible but normally within 3 hours of request	£25 or €36

All above prices are exclusive of VAT, payable at the appropriate rate.

PREPAYMENT SERVICE:

Please use our online prepaid Token system available on www.landforecast.net

NOTES:

1. Service is available 24 hours. In most cases, telephone inquiries can be answered immediately.
2. Charge for telephone call is based on nominal 5 minute discussion with forecaster on weather forecast for any location within NW Europe. There may be an additional charge for forecasts for other worldwide locations.
3. Charges for faxed information are based on preparation times of up to 20 minutes for weather forecasts and climate information for any location. This is sufficient time for most requests within NW Europe. For information and forecasts which take longer to prepare, additional time will be charged at a rate of £6 (+VAT) or €8 per 5 minutes for **FastFAX** and £5 (+VAT) or €7 per 5 minutes for **StandardFAX**.
4. Faxed forecasts can be arranged in advance (minimum 3 hours notice required for guaranteed delivery time). You will then be charged at **StandardFAX** rates.
5. For Hindcast reports on past weather for insurance claims etc., an hourly rate of £95 (+VAT) or €135 applies plus any data costs plus 5%.
6. Service is subject to Fugro GEOS Conditions of Business for Weather Consultancy dated 23 January 2004.



Conditions of Business for Weather Consultancy
23 January 2004

- 1 **DEFINITIONS & INTERPRETATION** In this Agreement (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them:
- 'Agreement' means these Standard Terms and Conditions together with any quotation prepared by Fugro GEOS.
 - 'Client' means the Company, firm, person or other body utilising the weather forecasting service or weather related studies
 - 'Fugro GEOS' means FUGRO GLOBAL ENVIRONMENTAL & OCEAN SCIENCES.
- 2 **AGREEMENT** These Conditions of Business constitute the entire Agreement between Fugro GEOS and the Client to the exclusion of all other representations, statements, conditions, terms, warranties whether expressed, implied, statutory or otherwise except any implied by law or statute and which by law cannot be excluded. While the parties hereto believe (in all of the circumstances known to them at the date of entering into this agreement) that the provisions hereof are reasonable as to all of their terms; if a court shall determine that any one or more of the provisions hereof are unenforceable for any reason, such provisions shall be deemed to be severed from the body of these conditions such that the remaining provisions shall continue to stand and be enforceable between the parties hereto.
- 3 **ASSIGNMENT** Neither party shall, without the consent in writing of the other, assign or purport to assign, or make over or dispose of in any way whatsoever any of its rights or obligations contained herein or resulting herefrom. Fugro GEOS shall however be entitled to sub-contract elements of the duties to be undertaken hereunder but on the understanding that Fugro GEOS shall remain responsible for the carrying out of such duties and shall be liable for the actions of the parties employed by it in accordance with the terms hereof.
- 4 **VARIATIONS** These Conditions of Business shall prevail notwithstanding any variance or conflict with the conditions sought to be imposed by any other party. Variation or changes shall only be effective if made in writing specifically for such purpose, and signed by a duly authorised representative of both parties.
- 5 **TAXES** Prices and rates quoted in proposals or Order Acknowledgements comprise the net amounts to be received after payment of any sales or value added taxes, withholdings, customs duties or any other taxes or duties whether similar or dissimilar to the foregoing.
- 6 **TERMS OF PAYMENT** Payment of the price or fees and expenses shall be made within 30 days from the date of invoicing. Failing such, interest at the rate of 2% per month will be chargeable on the outstanding balance until such time as it is paid in full.
- 7 **EXPENSES AND DISBURSEMENTS** All expenses and disbursements incurred in carrying out the work will be charged at cost plus 10%.
- 8 **TERMINATION** Either party may terminate this agreement at any time by giving 60 days notice in writing to the other party. In the event of termination Fugro GEOS shall be paid all fees and costs incurred up to the date of termination, together with all costs of settlement of any outstanding obligation.
- 9 **FORCE MAJEURE** Any delay in the performance by a party hereto of any obligation hereunder necessarily arising from an event not reasonably foreseeable by and beyond the control of the said party shall be deemed not to be a breach of contract. If the delay shall continue for a period of 30 days either party shall be entitled to terminate this agreement by giving seven days written notice to the other party. Fugro GEOS shall continue to be entitled to all fees and costs incurred up to the date of termination.
- 10 **INDEMNITY**
- a) Fugro GEOS hereby accepts liability for and indemnifies the Client against any and all claims, losses, damages, costs or liabilities of any sort in respect of or arising out of:
 - i) death, sickness or injury to any employee, officer or agent of Fugro GEOS, any company and/or individual associated with or sub-contracted to Fugro GEOS ("Fugro GEOS Group", which includes one or all of these forgoing entities);
 - OR
 - ii) damage to or loss of any property or equipment owned, leased or belonging to third parties and used by any member of the Fugro GEOS Group, regardless of cause including the sole or contributory negligence of any one or more of the Client, the Client's Client, any company associated with, contracted to or sub-contracted to the Client ("the Client Group", which includes one or all of these forgoing entities) or by any of their respective servants, officers or agents.
 - b) The Client hereby accepts liability for and indemnifies Fugro GEOS against any and all claims losses, damages, costs or liabilities of any sort in respect of or arising out of:
 - i) death, sickness or injury to any employee, officer or agent of any member of the Client Group;
 - OR
 - ii) damage to or loss of any property or equipment owned, leased or belonging to any third parties and used by any member of the Client Group, regardless of cause including the sole or contributory negligence of any one or more of any member of the Fugro GEOS Group or any of their respective servants, agents or employees.
 - c) By reason of the disproportionate nature of the potential losses when measured against the fees payable by the Client to Fugro GEOS, it is hereby agreed that, in the cases set out below, the liability of Fugro GEOS to the Client or to any third party associated in any way with the project to be undertaken by Fugro GEOS for the Client shall be restricted to an aggregate sum in respect of all and/or any such cases arising during or from the project equal to, either the value of the fees payable to Fugro GEOS or £250,000 (two hundred and fifty thousand pounds sterling) whichever is the lesser. Above such sum the Client hereby accepts liability for and indemnifies Fugro GEOS against any and all claims, losses, damages, costs or liabilities of any sort arising regardless of cause including the sole or contributory negligence of any member of the Fugro GEOS Group or any of their respective servants, agents or employees, and relating to or arising out of any of:
 - i) death, sickness or injury suffered by any person not dealt with under (a) or (b) above;
 - ii) loss of or damage to any vessel, installation, pipeline, equipment or property not dealt with under (a) or (b) above;
 - iii) pollution on the sea, seashore or seabed and the costs of cleaning up and removing the same, together with any associated fines or penalties; and
 - iv) any financial loss (whether direct or indirect) of any member of the Client Group or any third party having an interest associated with or relevant to this agreement, or for any special damages or consequential losses (including loss of use or loss of profit) suffered by any of the aforementioned.
 - d) Advice and information, in whatever form it may be given, is provided by Fugro GEOS for the Client only and the Client shall indemnify and defend Fugro GEOS against any liability, claims, loss, damage, costs or expenses arising as a result of any other person relying upon such advice or information, except when special arrangements have been previously made in writing. Advice and information which is not required by this contract is provided gratuitously and will not subject Fugro GEOS to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
- 11 **WAIVERS** In the event that Fugro GEOS shall at any time expressly or by implication waive any of its rights contained herein, such waiver shall not be deemed to prejudice in any way the enforcement of such right on a subsequent occasion.
- 12 **RIGHTS OF THIRD PARTIES ACT** No terms of this contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this contract."
- 13 **GOVERNING LAW** This contract shall be governed by and construed and interpreted in accordance with English law and the parties hereto irrevocably submit to the jurisdiction of the High Courts of Justice in England.