



Conditions of service: provision of analytical, supervisory or consultancy services by R B Asbestos Consultants (as at 1<sup>st</sup> January 2010).

1. DEFINITIONS

In these conditions the following expressions shall have the following meanings:-

'the Company'	R B Asbestos Consultants
'the Buyer'	any person firm or company with whom the Company contracts to supply services
'Order'	any instruction or request by the Buyer to the Company for the supply of services accepted in writing by the Company
'the Premises'	the premises where the Company shall perform the services and shall be stated in the Order

2. GENERAL

- a) Each and every contract ('the Contract') made between the Company and the Buyer pursuant to an order shall be subject to and incorporate in their entirety those conditions and all the terms of the Contract shall be those (and only those) contained expressly or by reference in the Order. the Contract may not be released or modified in any manner except in writing signed by duly authorised representatives of both parties.
- b) The Contract shall be deemed to have been entered into when the Buyer places an order and the Company shall accept the Order in writing. The Buyer will be deemed to have accepted those terms and conditions.

3. PRICE

The price payable by the Buyer for the supply of services shall be the price charged for the relevant supply of services in the current price list issued from time to time by the Company. Unless the Buyer has been given a specific quotation in writing by the Company for the supply of particular services when the price charged will be the price specified in the quotation. Written quotations are available on request.

Unless otherwise specified in the Contract, the price is exclusive of Value Added Tax (which would be charged at the rate applicable at the date of the invoice) and any other tax or duty relating to the supply of service chargeable to the Company.

4. TERMS OF PAYMENT

The contract price must be paid to the Company without any deduction whatsoever, including in particular without deductions in respect of bank charges taxes etc. within 7 days of the Company's invoice date. If any payment is not received by the Company within the stipulated time interest shall be paid by the Buyer to the Company for such times as the payment shall be overdue, and such interest shall be calculated on a monthly basis at 2% per month.

5. TIME

The Company shall make every effort to supply or complete services on the date or dates required by the Buyer but such date or dates are neither guaranteed nor deemed to be of the essence of the Contract. The Company shall in no case be liable for damages nor shall his Buyer have any right to rescind

the Contract for any delay in the supply or completion of services.

6. SERVICES

The Company shall be obliged to carry out such services only during the normal working hours if the Buyer requests that overtime be worked and the Company agrees such overtime shall be paid for by the Buyer in addition to the contract price at a rate to be agreed in writing between the parties and a certificate of the Company's auditors certifying the amount payable for such overtime shall be conclusive and binding on the Buyer and the Company. Without prejudice to the terms contained herein delays to the contract work which arise through no faults of the Company will enable the Company inter alia:-

- a) to extend the time for performance of the contract works by a period at least equivalent to that during which performance by the Company has been provided
- b) to levy additional charges for additional costs involved (such costs to be detailed in writing by the Company to the Buyer)
- c) in specified circumstances to cancel the Contract

7. OBLIGATIONS

During the period of the Contract, the Buyer shall:-

- a) make available to the Company free of charge all information and facilities reasonably required by the Company to enable the Company to perform the services under the Contract including plans and drawings of the premises
- b) allow the Company with or without equipment and sub contractors unrestricted access to all applicable parts of the premises
- c) provide such electrical facilities as are reasonably required by the Company in performance of the Contract and at the Buyers expense
- d) provide a suitable vehicle parking facility for use by the Company's personnel when visiting the premises which is free from any legal restrictions
- e) co-operate fully with the Company in carrying out the Contract
- f) ensure in the interests of health and safety that the Company's personnel, while on the premises for the purpose of the Contract, are, when requested, accompanied by a member of the Buyer's staff familiar with the premises and safety procedures
- g) keep on site on the Premises where reasonably practical a competent person in charge who shall receive all (written or oral) instructions requests and advice from the Company

8. INDEMNITY

The Buyer shall indemnify the Company against any loss to which the Company may become liable as a result of the Buyer being in breach of any statutory duty in relation to any services supplied in accordance with the Buyer's specifications of instructions.

## 9. FORCE MAJEURE

The Company shall not be liable for any loss or damage arising directly or indirectly from strikes, lockouts, civil war or disturbances, warlike operations or any hostile act, cessation of labour, shortened hours of labour, lack of materials, transport delays, accidents or any kind, perils of war, government interferences or control, or any other cause or contingency whatsoever beyond the control of the Company, whether of the same nature as the preceding causes or not.

## 10. TERMINATION

- a) No order received by the Company shall be subject to cancellation of either wholly or partially without the Company's consent and on such terms as the Company considers reasonable subject to payment
- b) If a Contract involving site work is cancelled, the Company reserves the right to make a charge to cover its reasonable costs incurred. Details of these chargeable costs will be provided by the Company to the Buyer and the total amount of such charge will not exceed 10% of the Contract price unless attendance at site has already occurred in which case the normal day rate shall apply
- c) Termination of the Contract from whatever cause shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination.

## 11. INSOLVENCY & BREACH OF CONTRACT

In the event that:-

- a) The Buyer shall commit any breach of the contract and shall fail to remedy such breach (if capable of remedy) within a period of 30 days from receipt of a notice in writing from the Company requesting such remedy; or
- b) any distress or execution is levied upon any of the goods or the property of the Buyer; or
- c) the Buyer offers to make any arrangements with or for the benefit of its creditors or commit any act of bankruptcy or being a Limited Company has a receiver appointed of the whole or any part of its undertaking property or assess; or
- d) an order is made or a resolution is passed or analogous proceedings are taken for the winding up of the Buyer (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by the Company) the Company shall thereupon be entitled without prejudice to its other rights hereunder:
  - i. forthwith to suspend all further work under any existing contact with the Buyer until the default is made good and
  - ii. have the right to retain any property in the Company's possession and without samples or results obtained. Any items of capital value retained by the Company will be disposed of on giving 14 days notice to the Buyer

Notwithstanding any such termination the Buyer shall pay to the Company at the Contract rate for the services supplied up to and including the date of termination.

## 12. LIABILITY

Except in the case of death or personal injury caused by the Company's negligence the Company shall not be liable by reason of any representation or implied warranty condition or other term or any duty at common law or under the express terms of the Contract:

- a) for any consequential loss or damage whether for loss of profit or otherwise costs expenses or other claims for consequential compensation whatsoever
- b) where damage or loss is caused by the Company's sub-contractor in respect of which the Buyer shall only be entitled to the benefit of any condition or warranty given by the subcontractor to the Company
- c) in any event in excess of five hundred thousand pounds (£500,000) in total

## 13. INTERPRETATION

Those conditions and the Contract shall be subject to and constructed in accordance with English Law and English Courts shall have sole jurisdiction.

## 14. SERVERANCE

If at any time one or more of the provisions of the conditions becomes invalid, illegal or unenforceable in any respect under any law the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

## 15. HEADINGS

The headings do not form part of those conditions of sale nor shall they govern the interpretation of those conditions.

## 16. ACCESS

During Type 3 surveys damage will be carried out to areas of the building to facilitate access. Areas will not be left in a dangerous condition by RBAC staff. If areas are found in a dangerous condition these will be reported to the Client or custodian of the building.

If doors, cupboards etc. are sealed and no keys are available these may be damaged to facilitate entry. Holes in floors will be covered and made safe. Arisings from the site will be left on site unless explicitly required not to do so. Holes in walls, bulkheads etc. will not be re-covered unless explicitly requested by the client.

## 17. NO ACCESS AREAS

Areas of the building will be accessed where reasonably practical. If safety concerns are a factor an area may not be accessed. Areas will not be accessed with any equipment other than hand tools except by prior arrangement. Open site areas, fields, hard standing areas, demolition spoil etc. will be inspected on the surface only, unless a prior request is received. On large sites the inspection will be limited to local building areas only. No access areas will be reported within the report or earlier to the client where practical. Areas behind ACM's or suspected ACM features may not be accessed. It is incumbent on the client or client's agent to provide all site access and site safety information at their disposal. This includes written, photographic or anecdotal evidence. Where no access areas become available at a later date and a further visit is required, then this will fall outside the original contract and further charges will be due.