

Asbestos Management Consultancy Limited Standard Terms & Conditions

1. INTERPRETATION

1.1

In these conditions:

'CLIENT' means the person who accepts quotation of the Company for the provision of the Services or whose order for the Services is accepted by the Company.

'COMPANY' means **ASBESTOS MANAGEMENT CONSULTANCY LIMITED (AMC)**.

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Client and the Company.

'CONTRACT' means the contract for the provision of the services.

"OUTPUT MATERIAL" means data, drawings, plans, documents, test results and other information prepared by the Company in relation to the Services.

'SERVICES' means the provision of, or other services for which the company undertakes to perform for The Client under the Contract.

'WRITING' includes electronic mail, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 Sampling only

Samples from each type of suspect ACM found, are collected and analysed to confirm the presence or absence of asbestos fibres within the material. If the material sampled is found to contain asbestos, other similar homogeneous materials used in the same way in the building, can be strongly presumed to contain asbestos. Less homogeneous materials will require a greater number of samples. The number should be sufficient for the surveyor to make an assessment of whether asbestos is or is not present. Sampling may take place simultaneously with the survey, or as in the case of some larger surveys can be carried out as a separate exercise.

Management ("non-Intrusive/Minor Intrusiveness)

A management survey is the standard survey. Its purpose is to locate, as far as reasonably practicable, the presence and extent of any suspect ACMs (Asbestos Containing Materials) in the building which could be damaged or disturbed during normal occupancy, including foreseeable maintenance and installation, and to assess their condition.

Management surveys will often involve minor intrusive work and some disturbance. The extent of intrusion will vary between premises and depend on what is reasonably practicable for individual properties, ie it will depend on factors such as the type of building, the nature of construction, accessibility etc. A management survey should include an assessment of the condition of the various ACMs and their ability to release fibres into the air if they are disturbed in some way

Refurbishment/Demolition("Intrusive")

This type of survey is used to locate and describe, as far as is reasonably practicable, all ACM's in the building and may involve destructive inspection, as necessary, to gain access to all areas, including those that may be difficult to reach. A full sampling programme is undertaken to identify possible ACM's and estimates of the volume and surface area of ACM's made. The survey is designed to be used as a basis for tendering for the removal of ACM's from the building prior to demolition or major refurbishment works.

We will happily advise you which asbestos survey is most suitable for your particular circumstances.

1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

2.1 The Company shall provide the Services and Client shall pay for the same in accordance with any written quotation or tender of the Company which is accepted by the Client, or any written order of the Client which is accepted by the Company, subject in either case to these conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 No Variation to these Conditions shall be binding unless agreed in Writing between the authorised representative of the Client and the Company.

2.3 The Company's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Company in Writing. In entering into the Contract the Client acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Client shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative.

3.2 The Client shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Client, and for giving the Company any necessary information relating to the Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

3.3 The company reserves the right to make any changes in the specification of the Services which are required to conform with any safety or other statutory requirements.

3.4 No order which has been accepted by the Company may be cancelled by the Client except with the agreement in Writing of the Company and on condition that the Client shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as the result of cancellation.

4. ASSIGNMENTS AND SUB-CONTRACTING

4.1 The Company will perform the Services using its own staff. However, the company reserves its right to sub-contract the whole or part of the work and will notify the Client accordingly.

5. PRICE OF SERVICES

5.1 The price of the Services shall be the Company's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Client, after which time they may be altered by the Company without giving notice to the Client.

5.2 The Company reserves the right by giving notice to the Client at any time before commencement of the Service, to increase the price of the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), or any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.

5.3 Value Added Tax ("VAT") will be added to all charges at the rate applicable at the tax point at the time of invoice. Where the Client is registered for VAT within the European Union but outside the United Kingdom the work will be zero-rated provided The Company has been notified of the Client's VAT registration number. If the Client is not registered or The Company has not been so notified, VAT at the rate applicable at the tax point shall become payable.

6. TERMS OF PAYMENT

6.1 Subject to any special terms agreed in Writing between the Client and the Company, the Company shall be entitled to invoice the Client for the price of the Services on or at any time after commencement of the same.

6.2 The Client shall pay the price of the Services inclusive of VAT where applicable (but without any other deduction) within 30 days of the date of the Company's invoice in pounds Sterling. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

6.3 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

6.3.1 Cancel the Contract or suspend any further provisions of the Services to the Client. . Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services.

6.3.2 Under The Late Payment of Commercial Debts (Interest) Act 1998, charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above (Bank of England) base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and

6.3.3 charge the Client the costs of recovery of any outstanding amount including legal costs and disbursements and charge any Bank charges incurred on representing cheques or requesting special clearance thereof.

7. OCCURRENCES BEYOND REASONABLE CONTROL (FORCE MAJEUR)

7.1 The company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control.

8. ACCURACY

8.1 Any results provided by the Company comprising advice data and conclusions are based on information supplied by the Client and evidence known at the time to the Company. The Client shall supply all necessary information, data, drawings and items necessary to the timescale required by the Company and shall arrange, at the Client's expense and risk, for the conveyance of all test items to and from the Company's laboratories unless the conveyance of samples and other items forms an integral part of the Work. All Data provided, conclusions reached, or recommendations made by the Company rely on scientific and engineering concepts disciplines and procedures used or adopted by the Company and the Company does not warrant that the same will necessarily be achieved by other parties, or that such conclusions or recommendations will necessarily be valid in circumstances other than those of which the Company has direct experience. Any results are believed to be accurate and reliable subject to the limitations of normal experimental uncertainties.

8.2 Any report produced by the Company for the benefit of the Client relates solely to the goods or samples reported on and not bulk from which the goods or samples were drawn.

9.0 INDEPENDENCE, IMPARTIALITY AND INTEGRITY

9.1 The company and its staff will not be the designer, manufacturer, supplier, installer, purchaser, owner, user or maintainer of the items, which they inspect (for the entire scope of accreditation listed as being undertaken by the company), nor they will be an authorised representative of any of these parties.

9.2 The Company will continuously monitor whether itself or any of the staff is involved in the design, manufacture, supply, installation, use or maintenance of the items inspected, or similar competitive items. In such cases, the company will refuse the inspection of the items, inform the client about the reason for refusal and advise them to apply the service of another inspection body.

Policy regarding protection of staff against improper influencing Improper or negative influences on the staff is prevented by good working conditions and fair, fixed salary reward, to ensure no one is financially or otherwise encouraged to act improperly. In the case of an attempt of improper influencing a staff member should resolutely refuse any cooperation, inform the company's management of such activity and explain the conditions under which the company is ready to carry out work.

9.3 Confidentiality

AMC is responsible, through legally enforceable commitments, for the management of all information obtained or created during the performance of inspection activities. The company will inform the client, in advance, of the information it intends to place in the public domain. Except for information that the client makes publicly available, or when agreed between AMC and the client (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential.

9.4 When the company is required by law or authorised by contractual commitments to release confidential information, the client or individual concerned is, unless prohibited by law, be notified of the information provided. Information about the client obtained from sources other than the client (e.g. complainant, regulators) is treated as confidential.

Under new GDPR regulations our Privacy Policy and Data Protection Policy / Privacy Standards are available on request.

10. WARRANTY AND LIMITATION OF LIABILITY

10.1 The Company warrants to the Client that it is working in line with RG8 and HSG264 documents.

10.2 Except as expressly provided in this Contract and so far as is permitted by statute all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded, and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services, (including any delay in providing or failure to provide the Services) whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.

10.3 The Services are provided to and for the benefit of the Client exclusively and all collateral warranties are hereby excluded. The Company shall not be liable to any third party who seeks to use the Services without the Company's express written permission for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.

10.4 The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

10.5 No liability is accepted by the Company for loss or damage howsoever caused to any goods or samples submitted for examination by the Client. Following examination of the goods or samples the remainder will only be returned to the Client upon written request. Unless the Company receives notice in Writing to the contrary the Company shall be entitled to dispose of all goods or samples within 6 months of the completion of the Contract.

10.6 Nothing in this Contract shall limit or exclude the Company's liability for death or personal injury resulting from the negligence of the Company or that of its employees or agents.

10.7 The Client shall indemnify and keep the Company indemnified against all costs, expenses, damage or other losses incurred or suffered by the Company as a result of any claims made against the Company due to the infringement of any regulation, enactment or legislation by the Client.

10.8 The Client is under a duty to mitigate any losses howsoever caused.

10.9 The Client acknowledges and agrees that the limitation of liability contained in this clause is:

10.9.1 Fair and reasonable;

10.9.2 reflected in the level of charges and of insurance cover carried by the Company

10.9.3 just and equitable having regard to the extent of the responsibility of the Company for any loss or damage suffered, on the basis that all other consultants, the contractor and any subcontractors who have a liability shall be deemed to have provided contractual undertakings to the Client on terms no less onerous than those contained in this Contract.

11. PUBLICITY

11.1 The Company's name shall not be used in connection with the Contract for purposes of publicity promotion or advertising without the prior written approval of The Company. The Company may publish or join in publishing any description or illustration of the works with the prior consent of the Client.

12. NON-SOLICITATION OF STAFF

12.1 The Client shall not solicit or entice away or seek to entice away from the Company to work for its business, whether as principal, agent, partner, director, employee, secondee or consultant, any person who is or was employed or engaged by the Company in providing the Services.

12.2 Should the Client be in breach of 12.1 above, then it shall pay to the Company a sum to cover the Company's reasonable losses in this matter.

13. DATA PROTECTION ACT 1998

13.1 The Company is registered under the Data Protection Act 1998.

13.2 The Company may consult or register information about the Client and the conduct of the Client's account with a licensed credit reference agency. The Company may also consult a licensed credit agency about any credit information that they hold on the Client, or the Client's principal directors. The Company will keep a record of that search either on computer or on manual records.

13.3 As part of its marketing policy the Company may send to the Client from time to time details of its products and services. If the Client does not wish to receive these details then please contact Asbestos Management Consultancy Limited at www.amc-asbestos.co.uk or info@amc-asbestos.co.uk

14. DISPUTE RESOLUTION AND APPLICABLE LAW

14.1 Any dispute or difference arising out of or in connection with this Contract shall be referable at the option of either party to adjudication. The person who is to act as the adjudicator shall be agreed between the Client and the Company, the preferred adjudicator will be agreed between both parties solicitors.

14.2 The contract shall in all respects be subject to and construed in accordance with English Law and the Client submits to the exclusive jurisdiction of the English Courts.

15.1 If:

15.1.1 the Client fails to pay any sums when due or otherwise materially breaches any of the terms of the Contract or any other terms agreed with the Company; or

15.1.2 the Client is, or for statutory purposes is deemed to be or appears to be unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities (including contingent and prospective liabilities) or the Client otherwise becomes insolvent or suspends payment or threatens to do so or ceases to trade; or

15.1.3 the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

15.1.4 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client; or

15.1.5 the Client ceases, or threatens to cease, to carry on business; or

15.1.6 where the Client is an individual or partnership, he or any partner dies; or

15.1.7 outside England and Wales anything corresponding to any of the above occurs; or

15.1.8 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client.

15.2 then in the above cases the Client shall notify the Company forthwith in writing of such event and in all cases the Company may (at its discretion, whether or not it has received notice from the Client as aforesaid, and without prejudice to its other rights hereunder or otherwise) at any time by notice to the Client do any one or more of the

following: –

15.2.1 terminate, cancel and/or rescind the Contract and other contracts with the Client;

15.2.2 declare immediately due, payable and interest-bearing under clause 6.3.2 above any amounts owed by the Client to the Company under any contract;

15.2.3 suspend the provision of any Services to the Client;

15.2.4 proceed against the Client for any sums owing under the Contract and/or damages, as appropriate.

16. GENERAL

16.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

16.2 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder or the provision in question shall not be affected thereby.

The parties acknowledge that, except as specifically provided in this Contract, it is not their intention that any third party shall be entitled to enforce any term of this Contract which may confer a benefit on that third party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

