

ABSOLUTE ENVIRONMENTAL LTD

Asbestos Removal, Surveying & Demolition

5 Paxton Road, Gorse Lane Industrial Estate, Clacton On Sea, Essex, CO15 4LR.

Tel: 01255 434800 Fax: 05600 750934

E-Mail: info@absoluteenvironmental.co.uk Web: www.absoluteenvironmental.co.uk



TERMS AND CONDITIONS

This contract is between the client('you,' 'your') and the operating company ('we', 'us', 'our') identified in our written proposal, which may be by letter, fax or email, in respect of our services and fees applicable to the commission referred to in the proposal.

I. Definitions

- 1.2. "The services" means the service subject of the order which the company has contracted to supply.

2. Formation of the Contract

- 2.1. These conditions shall form the basis of the contract between the Company and the Customer. Notwithstanding anything to the contrary in the Customer's standard conditions of purchase, these conditions shall apply except so far as expressly agreed in writing by a person authorised to sign on behalf of the Company.
- 2.2. Unless otherwise expressly stated in writing, all quotations and estimates by the Company are invitations to treat. The Customer's order is an offer which will be accepted by the Company posting its acknowledgement of the order.
- 2.3. Where the service provided by us includes survey work as defined by MDHS 100, the survey type limitations and report format required shall be clearly agreed with, and accepted by the client before work commences. We do not accept liability where asbestos materials cannot be identified during the survey if that material was outside the scope of the type of survey undertaken or not reasonably discoverable under the type of survey undertaken.
- 2.4. The acceptance by the Customer of all or part of the service shall constitute acceptance by the Customer of these conditions.
- 2.5. The Company will provide the service at the request of any representative of the Customer, unless otherwise instructed by the Customer in writing.
- 2.6. The construction, validity and performance of these conditions and this order shall be governed by English Law.
- 2.7. We will exercise reasonable skill and care in carrying out our services. Save in respect of any claim under this contract for breach of this clause 2.6, all liability in connection with the carrying out of our services shall be excluded to the fullest extent permissible by law. Unless expressly agreed in writing as a qualification to this clause, we shall not be liable for the performance of any person not engaged by us, nor responsible for checking or reporting on their performance.

COLCHESTER
DISTRICT

BUSINESS AWARDS 2007

Winner

Highly Commended for Environmental Awareness

Company Registered in England 5255065 Asbestos removal Licence 4060605108

PDF Created with deskPDF PDF Writer - Trial :: <http://www.docudesk.com>

ABSOLUTE ENVIRONMENTAL LTD

Asbestos Removal, Surveying & Demolition

5 Paxton Road, Gorse Lane Industrial Estate, Clacton On Sea, Essex, CO15 4LR.

Tel: 01255 434800 Fax: 05600 750934

E-Mail: info@absoluteenvironmental.co.uk Web: www.absoluteenvironmental.co.uk



- 2.8. These general conditions shall be subject to such further special conditions as may be prescribed in writing by the company.
- 2.9 In the event of any conflict, or apparent conflict, between the special conditions and these general conditions, the special conditions shall prevail.
- 2.10. These conditions supersede all previous terms and conditions of services provided issued by the company.
- 2.11. All notices to be served hereunder shall be served by first class pre-paid post, facsimile message or E-mail at the registered office or principal trading address of the intended recipient. Notices shall be deemed served when they would ordinarily have been received in normal business hours according to the means of transmission of such notices.
- 2.12. Should at any time the Customer vary the contract from what was previously agreed, causing delay or variation, the Company shall reserve the right to charge our standard day rate of £180.00 per man/day for Operatives and £220.00 per man/pay for Supervisors or Management based on and 8 hour day plus all plant costs, until a new price has been agreed in writing between the Company and the Customer.
- 2.13. Any materials ordered prior to the variation of work will be at the cost of the Customer.
- 2.14. We shall not be liable for any breach of this contract if the relevant action in respect of that breach in commenced more than six years after completion of our service in respect of this commission.
- 2.15. This contract is personal to you and the services and all written reports or other communications shall be for your benefit only and shall not be passed to any other person without our consent. Where third parties need to rely on our services for this commission, we are willing to enter into warranty agreements with such third parties on terms to be agreed with us, commensurate with the risk taken by us and the reward to us under this contract, and including where appropriate payment of an additional fee to us in respect of the increased exposure to claims as a result of any such additional agreements.

3. Cancellation

- 3.1. No cancellation or variation of the whole or any part of the order by the Customer is permitted, except where expressly agreed in writing by a person authorised to sign on behalf of the Company.
- 3.2 Cancellation of commissioned work by the client within 1 week of the agreed start date may be subject to a cancellation fee of up to 15% of the quoted price.

COLCHESTER
DISTRICT

BUSINESS AWARDS 2007

Winner

Highly Commended for Environmental Awareness

Company Registered in England 5255065 Asbestos removal Licence 4060605108

ABSOLUTE ENVIRONMENTAL LTD

Asbestos Removal, Surveying & Demolition

5 Paxton Road, Gorse Lane Industrial Estate, Clacton On Sea, Essex, CO15 4LR.

Tel: 01255 434800 Fax: 05600 750934

E-Mail: info@absoluteenvironmental.co.uk Web: www.absoluteenvironmental.co.uk



Cancellation of commissioned work by the client within 48 hours of the start date may be subject to a cancellation fee of up to 25% of the quoted price.

- 3.3. The consent of the Company to cancellation or variation of the order shall not in any way prejudice the Company's right to recover from the Customer full compensation for any loss of expense arising from such cancellation or variation on an indemnity basis.

4. Price

- 4.1. Quoted prices are based on costs prevailing at the time they are given and are exclusive of VAT and are valid for 3 months from quotation date, unless otherwise agreed in writing.
- 4.2. VAT will be added to all invoices at the rate applying at the appropriate tax point.
- 4.3. All prices assume that water, parking and electricity are free supply unless expressly excluded in writing prior to the completion of the quotation. If this situation where to change between the time of quotation and commencement of works an additional charge may be incurred.
- 4.4. Acceptance of the price will be deemed to be acceptance of these conditions. Should these services not be available on arrival on site, the Company will reserve the right to charge for our standing time at our standard rate of ££180.00 per man/day for Operatives and £220.00 per man/pay for Supervisors or Management based on an 8 hour day until these services are supplied or we are instructed in writing to supply these services at an agreed additional cost.

5. Payment

- 5.1 All accounts are due for payment 28 days from the date of the invoice, unless other credit terms have been expressly agreed.
- 5.2 All quotations are based on no retention being held. Unless this is clearly stated at time of quotation, or acceptance of the arising invoice must be paid in full.
- 5.3 All CIS deductions must be accompanied at time of payment by a statement of deductions.
- 5.4. The company reserves the right to charge interest at 4% per annum above the base rate from time to time in force of HSBC Bank Plc on all overdue accounts.
- 5.5. The Customer shall not be entitled to withhold payment of any amount payable under this order by reason of any dispute or claim by the Customer.
- 5.6. The customer shall not be entitled to set off against any amount payable under this order any amount due by the Company to the Customer under any other agreement.

COLCHESTER
DISTRICT

BUSINESS AWARDS 2007

Winner

Highly Commended for Environmental Awareness

Company Registered in England 5255065 Asbestos removal Licence 4060605108

PDF Created with deskPDF PDF Writer - Trial :: <http://www.docudesk.com>

ABSOLUTE ENVIRONMENTAL LTD

Asbestos Removal, Surveying & Demolition

5 Paxton Road, Gorse Lane Industrial Estate, Clacton On Sea, Essex, CO15 4LR.

Tel: 01255 434800 Fax: 05600 750934

E-Mail: info@absoluteenvironmental.co.uk Web: www.absoluteenvironmental.co.uk



- 5.7. The Company reserves the right at any time to at it's discretion to demand security for payments before continuing with supplying services notwithstanding any subsisting agreement to provide credit to the Company and the Customer, the Company may, at its option, either withhold it's services until the total indebtedness of the Customer to the Company has been discharged, or cancel this order.
- 5.8. All legal costs and expenses reasonably incurred by the Company in seeking to collect overdue invoices from the Customer or otherwise to enforce its rights under this contract will be recoverable from the Customer on an indemnity basis.

6. Force Majeure

- 6.1. The company shall not be liable for any failure to carry out its service arising from circumstances outside its control, including but not limited to lock-outs, fire, accident or delays in receipt of materials or bought in goods or components.

COLCHESTER
DISTRICT

BUSINESS AWARDS 2007

Winner

Highly Commended for Environmental Awareness

Company Registered in England 5255065 Asbestos removal Licence 4060605108

PDF Created with deskPDF PDF Writer - Trial :: <http://www.docudesk.com>