

TERMS AND CONDITIONS OF BUSINESS OF INNOPULSE ENVIRONMENTAL**1 DEFINITIONS**

The following expressions shall have the following meanings:

- 1.1 "Contractor" means Innopulse Environmental Ltd of Unit 1b Bridge Rd Trading Estate, Bridge Rd, Bristol, BS15 4TA;
- 1.2 "Client" means any person who instructs the Contractor to provide the Services;
- 1.3 "Inspection" means the inspection of the Property for the purpose of preparing the Report;
- 1.4 "Report" means the survey report produced as a result of the Inspection;
- 1.5 "Property" means the building and other relevant areas to be inspected by the Contractor and reported on to the Client;
- 1.6 "Application Form" means the document completed by the Client instructing the Contractor to inspect the Property and prepare the Report;
- 1.7 "Date of Instruction" means the date the Services commence as stated in the Application Form;
- 1.8 "Services" means the asbestos removal / surveying services as described in the Application Form and in these Terms and Conditions;
- 1.9 "ACM" means Asbestos Containing Material;
- 1.10 "Terms and Conditions" means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Contractor;
- 1.11 "Agreement" means the contract between the Contractor and the Client for the provision of the Services incorporating these Terms and Conditions.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Contractor to the Client and shall any other documentation or communication between parties.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Contractor.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which they may be entitled in relation to the Services, by virtue of any statute, law or regulation.

Document Name	Author	Issued by	Revision Number	Issue Date	Page No
3.0.SP2	Rick Margetts	Innopulse Environmental	01	11/10/2017	1

3 APPLICATION FORM

- 3.1 The Application Form for Services is attached to these Terms and Conditions.
- 3.2 The Application Form for Services shall remain valid for a period of 90 Days
- 3.3 The Application Form must be accepted by the Client in its entirety.
- 3.4 The Agreement between the Contractor and the Client, incorporating these Terms and Conditions, shall only come into force when the Contractor confirms acceptance in writing to the Client.
- 3.5 The Application Form forms part of Innopulse Environmentals Document Management System and will be labelled as document number 3.1.SPD1

4 SERVICES AND DELIVERY

- 4.1 The Services are as described in the Application Form and in these Terms and Conditions.
- 4.2 Any variation to the Services must be agreed by the Contractor in writing.
- 4.3 The Services shall commence on the Date of Instruction as specified in the application Form and continue until the Services have been delivered or until terminated in terms of this Agreement.
- 4.4 Dates given for the delivery of Services are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Contractor shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.

5 REPORT

- 5.1 The Report shall take the form of a standard asbestos survey as requested by the Client and detailed in the Application Form.
- 5.2 The Report shall be delivered within 14 days from the Date of Instruction.
- 5.3 The Report shall be delivered to the Client by electronic e-mail to the address as stated on the Application Form.
- 5.4 In line with current legislations and supporting guidance documents, the Contractor undertakes to locate as far as is practicable suspect ACM's. No survey can provide a complete guarantee that all asbestos has been unless a building is completely taken apart. The Client confirms acceptance of this qualification when agreeing to the Services.
- 5.5 In consideration of Condition 5.4 the Contractor accept any liability for any ACM's not identified within the Report or for any delays caused to the Client in this respect.
- 5.6 The Report is for the sole use of the Client and their appointed professional advisors only. The Client must not disclose any part thereof to any other third party without the written permission of the Contractor.

Document Name	Author	Issued by	Revision Number	Issue Date	Page No
3.0.SPD2	Rick Margetts	Innopulse Environmental	01	11/10/2017	2

5.7 The Report may advise that further specialist is required for which additional fees will be chargeable.

5.8 Delivery of the Report shall not take place until all payments for Services have been made in full.

6 INSPECTION

6.1 The Contractor shall conduct the Inspection diligently but is not required to undertake any action that would risk damage to person or property.

6.2 The Contractor shall take photographs as part of the Inspection.

6.3 The Client shall make clear any proposed works and any other relevant requirements prior to the commencement of any surveying to assist the Contractor in ascertaining the extent and nature of the Inspection.

6.4 If the Contractor suspects ACM's are in an area that the Client has not highlighted the Contractor is authorised to carry out an inspection without seeking further permission from the Client.

6.5 The Client must make clear prior to the commencement of the Inspection any items or building components within the Property that are not to be disturbed.

6.6 Certain surveys may involve breaking into areas such as partition walls. Due to the small risk of un-controlled release the Contractor may require uninterrupted access for the duration of the works. The Contractor shall the Client of this requirement prior to the commencement of the Inspection.

6.7 The Contractor shall inspect spaces higher than three (3) metres above ground level. In the absence of provisions agreed by the Contractor prior to the commencement of the Inspection for access to areas over this, only assumptions and estimates of content can be made.

6.8 Any areas behind suspected ACM's will not be surveyed during the Inspection in line with the Control of Asbestos Regulations which stipulates that no disturbance of suspected ACM's can occur. Any such areas shall be to contain asbestos until such time as it can be proven otherwise.

6.9 The Contractor shall identify any areas that were unable to be included in the Inspection but are recommended for further investigation. The Contractor is unable to comment on the condition of inaccessible areas.

7 CANCELLATION

The Client will be entitled to cancel this contract by notifying the Contractor at any time up to the close of business on the day before the Inspection. In case of cancellation, the Contractor will refund any money paid by the Client for the Services, except for expenses reasonably incurred. In the case of cancellation by the Contractor, the reason will be explained to the Client.

Document Name	Author	Issued by	Revision Number	Issue Date	Page No
3.0.SPD2	Rick Margetts	Innopulse Environmental	01	11/10/2017	3

8 PRICE AND PAYMENT

8.1 The price for Services is as specified in the Application Form and is not inclusive of VAT.

8.2 The terms for payment are as specified as follows;

8.2.1 Domestic clients for removal services due on completion.

8.2.2 Domestic clients for inspection services due on completion.

8.2.3 New commercial clients for removal services above £2,000.00 due in 14 days.

8.2.4 New commercial clients for inspection services above £2,000.00 due in 14 days.

8.2.5 Existing / long term clients for all services under £5,000.00 payment due in 30 days unless otherwise agreed.

8.3 All direct costs and expenses incurred by the Contractor in connection with the provision of the Services will be re-charged at cost or according to standard charges as described in the Application Form and are payable by the Client on production of the appropriate receipts.

8.4 The Client must settle all payments for Services within 14 Days from the invoice date.

8.5 The Client will pay interest on all late payments at a rate of 4% per annum above the base lending rate of Natwest Bank - <http://www.natwestinternational.com/nw/global/banks-base-rate.ashx>

8.6 The Contractor is also entitled to recover all reasonable expenses incurred in obtaining payment from the Client where any payment due to the Contractor is late.

8.7 The Client is not entitled to withhold any monies due to the Contractor.

8.8 The Contractor is entitled to vary the price to take account of:

8.8.1 any additional Services requested by the Client which were not included in the original Application Form / Quote;

8.8.2 any additional work required to complete the Services which was not anticipated at the time of the Application Form / Quote;

8.8.3 any reasonable increase in hourly rate, if applicable; and any variation must be intimated to the Client in writing by the Contractor.

9 CLIENT OBLIGATIONS

9.1 The Client agrees to cooperate with the Contractor and shall provide any support, information and facilities to the Contractor as may be required.

9.2 The Client is responsible for securing all necessary consents and approvals to enable the Contractor to carry out the Services.

Document Name	Author	Issued by	Revision Number	Issue Date	Page No
3.0.SPD2	Rick Margetts	Innopulse Environmental	01	11/10/2017	4

9.3 The Client shall ensure that any person supervising the Inspection / Removal Services is over 16 years of age.

9.4 The Client must provide any specialist access equipment required by the Contractor to carry out the Inspection.

10 CONTRACTOR OBLIGATIONS

10.1 The Contractor shall supply the Services as specified in these Terms and Conditions and in the Application Form.

10.2 The Contractor shall be qualified in terms of government and industry regulations.

10.3 The Contractor shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice.

10.4 The Contractor shall attempt to perform the Services with the minimum damage to property, decoration, furnishings and fittings but cannot be held responsible for rectifying any such damage that may occur in the course of the Inspection.

10.5 The Contractor shall hold adequate liability insurance.

10.6 The Contractor shall comply with any obligations determined by the Data Protection Act 1998.

11 TERMINATION

11.1 The Agreement shall continue until the Report has been delivered or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.

11.2 The Client may terminate the Agreement if the Contractor fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 14 days after notification of non-compliance is given.

11.3 The Contractor may terminate the Agreement if the Client has failed to make over any payment due within 4 weeks of the sum being requested.

11.4 Either party may terminate the Agreement by notice in writing to the other if:

11.4.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

11.4.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or

11.4.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

11.4.4 the other party ceases to carry on its business or substantially the whole of its business; or

Document Name	Author	Issued by	Revision Number	Issue Date	Page No
3.0.SPD2	Rick Margetts	Innopulse Environmental	01	11/10/2017	5

11.4.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

11.5 In the event of termination the Client must make over to the Contractor any payment for work done and expenses incurred up to the date of termination.

11.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

12 DISPUTE RESOLUTION

12.1 In the event that the Client has a complaint regarding the standard of service that has been provided a formal complaint handling procedure shall be followed.

12.2 A copy of the Contractor's complaint handling procedure is available on request.

12.3 Any action under the complaint handling procedure will not affect the Client's legal rights.

13 WARRANTY

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

14 LIMITATION OF LIABILITY

14.1 The Services are intended for the Client only. No liability is assumed towards any other party and nothing in the Agreement shall confer or purport to confer on any third party a benefit or right to enforce any provision of these Terms and Conditions.

14.2 The Contractor shall not be liable under any circumstances to the Client or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Client howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

14.3 Nothing in these Terms and Conditions shall exclude or limit the liability of the Contractor for death or personal injury, however the Contractor shall not be liable for any direct loss or damage suffered by the Client howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Contractor in the insurance year in which the Clients claim is first notified.

15 INDEMNITY

The Client shall indemnify the Contractor against all claims, costs and expenses which the Contractor may incur and which arise directly or indirectly from the Clients breach of any of its obligations under these Terms and Conditions.

16 FORCE MAJEURE

Document Name	Author	Issued by	Revision Number	Issue Date	Page No
3.0.SPD2	Rick Margetts	Innopulse Environmental	01	11/10/2017	6

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

17 ASSIGNMENT

The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Contractor.

18 RELATIONSHIP OF PARTIES

Nothing in the Agreement shall be construed as establishing or implying a partnership or joint venture between the parties or suggest that either of the parties are agent for the other.

19 THIRD PARTY RIGHTS

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

20 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

21 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

22 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Application Form or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

Document Name	Author	Issued by	Revision Number	Issue Date	Page No
3.0.SPD2	Rick Margetts	Innopulse Environmental	01	11/10/2017	7

23 ENTIRE AGREEMENT

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

24 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of [England or Scotland] and the parties hereby submit to the exclusive jurisdiction of the [England or Scotland] courts.

Document Name	Author	Issued by	Revision Number	Issue Date	Page No
3.0.SPD2	Rick Margetts	Innopulse Environmental	01	11/10/2017	8