

**TERMS AND CONDITION OF BUSINESS**

**FOR**

**SWINDON ASBESTOS SURVEYING LTD**

## 1. INTERPRETATION OF TERMS

1.1 In these Terms and Conditions (**'the conditions'**), the following terms will have the following meanings:

<b>'Client'</b>	means the person, firm or organization named on the written Quotation for whom SAS Ltd has agreed to provide Services to.
<b>'Commencement Date'</b>	means the date works, as specified in the Schedule, will commence.
<b>'Consumer'</b>	means a person purchasing services from SAS Ltd for personal use and not on behalf of a firm, business or organization.
<b>'Contract'</b>	means the contract for the supply of services that is made between SAS Ltd and the client.
<b>'SAS Ltd'</b>	means Swindon Asbestos Surveying Ltd, a company registered in England & Wales under company number 5953002, whose registered address is 70 Southbrook Street, Swindon, Wiltshire SN2 1HG.
<b>'SAS Ltd Material'</b>	means but shall not be limited to any written document, plans, designs, drawings, pictures (including photographs and any other images) or other information provided by SAS Ltd.
<b>'Fees'</b>	means the cost of services payable by the client for the Services as laid out in the Quotation or as otherwise agreed between SAS Ltd and the client in writing.
<b>'Intellectual Property Rights'</b>	means any copyright, patent, registered design, design rights, utility models, Trademarks, trade secrets, know how, database rights, confidential information, or any other intellectual property rights of whatever nature, registered or unregistered subsisting anywhere in the world.
<b>'Quotation'</b>	means the written quotation submitted to the client for the Services provided by SAS Ltd.
<b>'Removal Services'</b>	means the asbestos removal services provided by SAS Ltd.
<b>'Services'</b>	means any removal or other services provided by SAS Ltd to the client.
<b>'Schedule'</b>	means the written document supplied to the client, providing detailed information on Services to be provided to the client.
<b>'Site'</b>	means the location, as specified in the Schedule, where Services are to be carried out.

- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.3 Subject to clause 1.4, no terms or conditions endorsed on, delivered with or contained in the Client's purchase order, confirmation of order, specification or other document will form part of the Contract or simply as a result of such document being referred to in the Quotation.
- 1.4 No variation of these Conditions shall apply unless confirmed in writing by or on behalf of a director of SAS Ltd.
- 1.5 The Quotation and Conditions sent to the client will be deemed to form a Contract for the supply of Services on the receipt of the signed Terms and Conditions and an order number. For the purpose of consumers, no order number is required.
- 1.6 Any Quotation is valid for a period of 30 days from the date of the Quotation, provided that SAS Ltd has not previously withdrawn it.

## 2. SUPPLY OF SERVICES

- 2.1 SAS Ltd will supply Services in accordance with these Conditions and as set out in the Schedule, unless otherwise amended in accordance with clause 2.2
- 2.2 SAS Ltd may at any time, without notifying the Client, make any changes to the Services set out in the Schedule, to comply with any statutory requirements and do not materially affect the nature of quality of the Services.
- 2.3 The Client agrees to provide SAS Ltd with all information reasonably required by SAS Ltd in connection with the provision of the Services.
- 2.4 SAS Ltd undertakes to use all reasonable endeavors to complete the Services by the agreed dates in writing but time shall not be of the essence in relation to such obligations. If SAS Ltd is prevented or delayed in providing the Services as detailed in the Schedule by any act or omission by the client (other than those listed in clause 5.1) then notwithstanding anything else in these Conditions, the client agrees to pay SAS Ltd all reasonable costs, charges or losses sustained or incurred by SAS Ltd which are attributable to such an act or omission.

## 3. FEES AND PAYMENT

- 3.1 The fees payable by the client shall be the fees set out in the Quotation and/or any variations to contract as agreed by both parties.
- 3.2 Unless otherwise stated, fees are payable 30 days from invoice date.
- 3.3 No payments shall be deemed to have been received by SAS Ltd until funds have been cleared.
- 3.4 Subject to clause 3.5 the Client shall make all payments due under the Contract without any deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 3.5 Where it is agreed in advance, in writing with SAS Ltd, the Client may retain an agreed percentage of the Fees until the Services have been completed in full. Any retention of fees under this clause must be paid to SAS Ltd within 30 days of demand.
- 3.6 In the event that the client requires additional work, not included as part of the Services, such work shall be charged by SAS Ltd at an additional rate agreed in advance with the Client. Any additional charges shall be payable by the Client within 30 days of the invoice date.

## 4. SUB-CONTRACTORS

- 4.1 The Client agrees and acknowledges SAS Ltd that SAS Ltd reserves the right to appoint sub-contractors to carry out the Services, when necessary.

## 5. CLIENTS OBLIGATIONS

- 5.1 In addition to any other obligations set out in these conditions, the client shall:

5.1.1 make available to SAS Ltd (including sub-contractors) any such access, equipment and other services at the Site when necessary to enable SAS Ltd to carry out the Services;

5.1.2 promptly provide SAS Ltd with any such information and documentation that SAS Ltd may reasonably request to ensure the proper performance of the Services. The Client takes responsibility for ensuring that any such information is true, accurate, complete and not misleading in any respect;

5.1.3 obtain all third party consents, licenses and rights that may be required to allow SAS Ltd to provide the Services;

5.1.4 maintain adequate insurance cover for the Site that is necessary for the provision of Services by SAS Ltd at the Site and to enable SAS Ltd to comply with its obligations under these Conditions. The Client agrees to provide reasonable evidence of any such insurance cover when requested by SAS Ltd;

5.1.5 ensure the Site complies with all statutes, laws, regulations and bye-laws that are applicable to it.

- 5.2 Should the Client fail to perform any of its obligations under these Conditions, SAS Ltd will not be responsible for any delay, increase in fees or other consequences arising from such failure. The Client agrees to indemnify SAS Ltd in full for any costs or expenses incurred due to such failure.

## 6. CANCELLATION OF CONTRACT

- 6.1 The Contract may not be cancelled by the Client without the prior written agreement of SAS Ltd. In the event that the Client cancels the Contract, the Client shall indemnify the SAS Ltd in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses suffered or incurred by SAS Ltd as a result of cancellation.

## 7. WARRANTIES AND LIABILITIES

- 7.1 SAS Ltd warrants to the Client, that the Services will be provided using reasonable care and skill. Where SAS Ltd supplies in connection with the provision of the Services, any goods or services supplied by a third party, Swindon Asbestos Surveying Ltd does not give warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to

the Client the benefit of any warranty, guarantee or indemnity given by the party supplying the goods or services to SAS Ltd.

- 7.2 Except where the Client is a Consumer all warranties, conditions and other terms implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by law, excluded from the Contract.
- 7.3 The Services shall be provided only in accordance with and to the extent as set out in the Quotation and the Schedule. The Client agrees and acknowledges SAS Ltd that the Services do not cover any matters excluded by the Quotation and the Schedule. The Client also agrees and acknowledges SAS Ltd that SAS Ltd shall have no liability in respect of anything which does not form part of the Services.
- 7.4 SAS Ltd have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions or materials supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 7.5 Except in respect of death or personal injury caused by SAS Ltd's negligence, or as expressly provided in these Conditions, SAS Ltd shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit, pure economic loss, loss of business, depletion of goodwill or any indirect or consequential loss, damage, costs, expenses or other claims (whether caused by negligence of SAS Ltd, its employees, agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client.

## 8. TERMINATION

### 8.1 If the client:

- 8.1.1 fails to make any payments under clause 3; or
  - 8.1.2 fails to provide SAS Ltd with access to the Site or any equipment or services specified by SAS Ltd as necessary for the provision of the Services; or
  - 8.1.3 has an encumbrancer take possession of or a receiver or administrator or administrative receiver appointed over any of its property or assets; or
  - 8.1.4 makes a voluntary arrangement with its creditors or becomes subject to an administration order or bankruptcy order; or
  - 8.1.5 enters into liquidation (except for purposes of amalgamation or reconstruction and in such a manner that SAS Ltd resulting there from effectively agrees to be bound by or assume the obligations of the Client under these Conditions); or
  - 8.1.6 ceases or threatens to cease to carry on business;
- then, and in any such case, SAS Ltd shall have the right to terminate the Contract forthwith by written notice to the Client.

- 8.2 The termination of the Contract, for whatever reason, shall not be without prejudice to the rights and obligations of the parties accrued up to and including the date of such termination of the Services.

## 9. COMPLETION

9.1 Services shall be deemed complete when the works have been fully completed as per the contract between SAS Ltd, the client and all statutory regulations met.

## 10. FORCE MAJEURE

10.1 SAS Ltd reserves the right to delay performance of the Services or to cancel the Contract without liability to the Client if it prevented from or delayed in the carrying on of its business due to circumstances outside its reasonable control including but, without limitation, strike, lock-out or other industrial action (whether or not relating to either party's workforce), terrorist activity, civil commotion, Government action, acts of God, war or national emergency or other circumstances beyond SAS Ltd.'s reasonable control provided that, if the event in question continues for a continuous period in excess of three months then either party shall be entitled to give written notice to terminate the Contract.

## 11. DATA PROTECTION

11.1 Each party undertakes to comply with the provisions of the Data Protection Act 2018 and any other relevant data protection legislation. We will ensure your personal data to include: name, email address, telephone number, location, banking details, asbestos survey reports, Risk and Method Statements and any other documentation supplied to us are held secure within our electronic systems and manual files and not shared to a third party without your prior consent.

## 12. NOTICES AND SERVICE

12.1 Any notice required under these Conditions or by statute, law or regulation shall (unless Otherwise provided) be in writing and delivered in person, sent by registered mail or sent by email to the respective address of the party to whom the notice is given as set out above or as each party may from time to time designate by notice hereunder. Any such notice shall be considered to have been given on the first working day of actual delivery or sending by email or in any event within 2 working days after it was posted in the manner hereinbefore provided.

## 13. MISCELLANEOUS

13.1 The headings to these Conditions are for convenience only and shall not affect their construction.

13.2 Where the context so admits reference in these Conditions to one gender shall include the other gender and the neuter and vice-versa and words denoting the singular shall include the plural and vice-versa. References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, modified, extended, re-enacted or preplaced.

13.3 Failure or delay by SAS Ltd in enforcing or partially enforcing any provision of these conditions shall not be construed as a waiver of any of its rights under these Conditions or the Contract. No



waiver of any of these Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term of condition.

- 13.4 The Client shall not be entitled to assign or sub-license or part with possession of any of its rights or liabilities hereunder without the prior written consent of SAS Ltd. SAS Ltd shall be free to sub-contract the performance of all or part of its obligations hereunder.
- 13.5 A person who is not party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.
- 13.6 These Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England.
- 13.7 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions.

**PLEASE READ THE ATTACHED CONDITIONS CAREFULLY BEFORE SIGNING AND RAISE ANY QUERIES WITH SAS LTD. YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSES 6 AND 7. PLEASE THEN SIGN THE DECLARATION BELOW.**

**The above conditions have been read, understood and accepted. I am authorised to sign on behalf of the Client.**

**Signed**.....

**Print name**.....

**Position**.....

**Date**.....

**Company Name and Address**

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**Quote number**.....

**Job Ref/ Order number/ Purchase Order number  
(THE ORDER WILL NOT BE ACCEPTED WITHOUT THIS)**

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