

# VEGA ENVIRONMENTAL CONSULTANTS STANDARD CONDITIONS OF SALE

## 1. **Definitions.**

- 1.1 The 'Company' shall mean Vega Environmental Consultants Ltd.
- 1.2 The 'Customer' shall mean the person, firm, company or other organisation to whom goods are supplied.
- 1.3 The word 'Goods' shall mean all items including services supplied by the Company.
- 1.4 The 'Contract' shall mean the agreement arising between the Company and the Customer, following receipt by the Company of instructions to supply Goods, and shall consist of the Customer's purchase order, these Conditions of Sale and any other documents or conditions specified or referred to in the purchase order.

## 2. **General**

The Company's Standard Conditions of Sale apply to all sales and will prevail over any different terms or conditions issued by the Customer, except where agreed otherwise in writing. The Company reserve the right to charge the amount of any value added tax payable, whether or not included on the estimate or invoice.

## 3. **Price Variation.**

Estimates are based on the Company's current costs and unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

## 4. **Cancellation.**

No order, which the Company has accepted may be cancelled without the Company's written consent, and subject to the Customer indemnifying the Company against all loss and expenses (including loss of profits) incurred by the Company.

## 5. **Price and Terms of Contract.**

- 5.1 Unless otherwise specified the price quoted is an ex-works price. i.e. delivery as specified by the Customer will be charged extra.
- 5.2 Should expedited delivery be agreed an extra amount may be charged to cover any overtime or any other costs involved.
- 5.3 Should work be suspended at the request of or delayed through any default of the Customer for a period of 30 days the Company shall then be entitled to payment for work already carried out, specially ordered equipment or materials and other additional costs including storage.
- 5.4 Subject to any special terms, the Company shall be entitled to invoice the Customer for the price of the work done on or at any time after the Company has notified the Customer that the work has been completed.
- 5.5 If the Customer fails to make payment on the due date then the total price of all work carried out by the Company for the Customer shall become due and payable without demand, and the Company shall be entitled to:
  - a) Cancel the Contract and/or suspend any further deliveries to the Customer;
  - b) Charge the Customer interest (before and after any judgement) on the amount unpaid, at the rate of 3% per month (or part thereof).

## 6. **Delivery.**

- 6.1 The Company shall not be liable for any loss to the Customer arising from delay in transit not caused by the Company.
- 6.2 Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed.
- 6.3 Any dates quoted for delivery are estimates only and the Company shall not be liable for any delay in the delivery howsoever caused.

6.4 Where the work is to be delivered by instalments, each instalment is a separate contract. Failure by the Company to deliver any instalment will not entitle the Customer to treat the Contract as a whole as repudiated.

**7. Ownership.**

7.1 The work shall remain the property of the Company as legal and equitable owner and ownership of the work shall not pass to the Customer until the full price has been duly paid to the Company together with the full price of any other work carried out by the Customer at the request of the Company.

7.2 If any payments are wholly or partly overdue the Company may (without prejudice to any other right the Company may have) recall or resell the work or any part of it and may enter the Customer's premises (or any other premises where the work is stored) for that purpose.

**8. Liability.**

8.1 Except in the case of a Customer who is dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute, common law, trade usage or otherwise are excluded to the fullest extent permitted by law.

8.2 Any claim by the Customer which is based on any defect in the quality or condition of the work or its failure to correspond with specification shall be notified to the Company within seven days from the date of delivery or within a reasonable time after discovery of the defect or failure. If no notification is received, the Customer will not be entitled to reject the work and must pay the full price.

8.3 Where any valid claim in respect of any work is notified to the Company in accordance with these Conditions, the Company shall be entitled to amend or replace the work (or the part in question) free of charge, or at the Company's sole discretion, refund the Customer the price of the work (or a proportionate part of the price), but then the Company shall have no further liability to the Customer.

8.4 Except in the case of death or personal injury caused by the Company's negligence, the Company shall not be liable under the Contract or otherwise for any consequential loss or damage (whether for loss of profit or otherwise and whether caused by negligence of the Company, or employees or agents or otherwise) which arises out of or in connection with the supply of work or its use or resale by the Customer, except as expressly provided in these Standard Conditions.

8.5 The statutory rights of consumers are not affected.

**9. Insolvency.**

if:-

9.1 the Customer 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 purpose of amalgamation or reconstruction), or

9.2 an encumbrancer takes possession, or a receiver is appointed, of any property of the Customer; or

9.3 the Customer ceases, or threatens to cease, to carry on business; or

9.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly, then the Company without prejudice to other remedies shall;

9.5 have the right not to proceed with the Contract or any further work for the Customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Customer, such charge to be an immediate debt due to the Company and;

9.6 in respect of all unpaid debts due from the Customer have a general lien on all goods and property in the Company's possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as the Company thinks fit and to apply the proceeds towards such debts.

**10. *Quality Assurance.***

The Company reserves the right to sub-contract work at its discretion. In certain cases sub-contracted work may be outside the scope of our certification to NEBB and UKAS. In such cases the Customer will be notified prior to processing.

**11. *Health, Safety and Fire Precautions.***

Our quotation is based upon our working under the Health Safety and Fire precautions or standards of your premises, or those of your clients premises and we ask that the details of these arrangements be advised to Vega Environmental Consultants Ltd on the issue of any order or work instruction.

**12. *Force Majeure.***

The Company shall be under no liability if it shall be unable to carry out any provision of the Contract if for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the Contract. During the continuance of such a contingency the Customer may, by written notice to the Company elect to terminate the Contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

**13. *Survey Caveat.***

Every effort will be made to identify all asbestos materials so far as is reasonably practical to do so within the scope of the survey and the report. Methods used to carry out the survey will be as agreed with the client prior to any works being commenced.

Survey techniques used involves trained and experienced surveyors using the combined approach with regard to visual examination and necessary bulk sampling. It is always possible after a survey that asbestos based materials of one sort or another may remain in the property or area covered by that survey, this could be due to various reasons:

- Asbestos materials existing within areas not specifically covered by the report are therefore outside the scope of the survey.
- Materials may be hidden or obscured by other items or cover finishes, e.g. paint, over boarding, disguising etc. Where this is the case then its detection will be impaired.
- Asbestos may well be hidden as part of the structure to a building and not visible until the structure is dismantled at a later date.
- Debris from previous asbestos removal projects may well be present in some areas; general asbestos debris does not form part of the survey however, all good intentions are made for its discovery.
- Where an area has been previously stripped of asbestos (e.g. plant rooms, ducts etc) and new coverings added, it must be pointed out that asbestos removal techniques have improved steadily over the years since its introduction. Most notably would be the Control of Asbestos at Work Regulations 2002 or other similar subsequent Regulations laying down certain enforceable guidelines. Asbestos removal prior to this regulation would not be of today's standard and therefore debris may be present below new coverings.

- The survey will detail all areas accessed and all samples taken; where an area is not covered by the survey it will be due to no access for one reason or another, e.g. working operatives, sensitive location or just simply no access. It may be necessary for the limits of the surveyor's authority to be confirmed prior to the survey.
- Access for the survey may be restricted for many reasons beyond our control such as height, inconvenience to others, immovable obstacles or confined spaces. Where electrical equipment is present and presumed in the way of the survey no access will be attempted until proof of its safe state is given. Our operatives have a duty of care under the Health and Safety at Work etc Act 1974 for both themselves and others.
- In the building where asbestos is located and it is clear that not all areas have been investigated, any material that is found to be suspicious and not detailed as part of the survey should be treated with caution and sampled accordingly.
- Certain materials contain asbestos to varying degrees and some may be less densely contaminated at certain locations (e.g. Textured Coatings). Where this is the case the sample taken may not be representative of the whole product throughout.
- Where a survey is carried out under the guidance of the owner of the property, or his representative, then the survey will be as per his instructions and guidance at that time.
- Vega Environmental Consultants Ltd cannot accept any liability for loss, injury, damage or penalty issues due to errors or omissions within this report.
- Vega Environmental Consultants Ltd cannot be held responsible for any damage caused as part of this survey carried out on your behalf. Due to the nature and necessity of sampling for asbestos some damage is unavoidable and will be limited to just that necessary for the taking of the sample.

**14. Law.**

These conditions and all other express terms of the Contract shall be governed and construed in accordance with the laws of England.