



Critical Resource Limited T/A Wastefile UK & Hire Direct 'Terms and Conditions' for Demolition Services, Asbestos Removal Services & Environmental Surveying Services

The following terms and conditions apply to all tenders, quotations and sale orders placed with "the Company", whether known as Critical Resource Limited, Wastefile UK or Hire Direct.

1. Contract

- a. The following documents only and their annexes, if any, shall together constitute the Contract between the Company and the Client and the term "the Contract" shall include the following documents:
 - (i) These Terms and Conditions;
 - (ii) The Company's Order Acknowledgement;
 - (iii) The Company's Tender;
 - (iv) Any other documents referred to in the Tender or Order Acknowledgement.
- b. In the event of any ambiguity or discrepancy in the documents, the priority of the documents shall be the order listed in sub-clause 1(a).
- c. For the purposes of the Contract, a "Consumer" means any natural person who is acting for purposes, which are outside his trade, business or profession.
- d. Where the Client is not a Consumer, the Contract as defined in sub-clause 1(a) constitutes a complete statement of the contractual rights and liabilities of the Company and Client in relation to the Works and no negotiations between them nor any other document agreed or signed by them prior to the date of the Order Acknowledgement shall be of any contractual effect.

2. General

The following terms and conditions apply to all tenders, quotations and sale orders placed with the Company, except where modified in writing. They will be found to accord with the usual customs and statutory regulations in the industry and do not affect the Client's rights under common law but are stated specifically to avoid misunderstanding.

The placing of an order/letter of intent with the Company by the Client shall be deemed to be his unconditional acceptance of these terms and conditions which shall override any terms and conditions stipulated by the Client whether referred to or contained in his enquiry, order or otherwise. All relevant paperwork will be forwarded on receipt of official order.

All works to be carried out during normal working hours (8.00am – 5.00pm) Monday – Friday unless stated otherwise. The Company will require isolation and disconnection of any live M&E services within the confines of the work areas. It is the Client's responsibility to inform us of any services that must remain live during the works.

3. Prices

Prices shall not be subject to retention and/or discount. All prices are subject to VAT at the prevailing rate. Prices quoted do not include for making good unless specified in quotation. Prices do not include for scaffolding unless specified in quotation.

4. Works

The Company shall execute and carry out the Works using reasonable skill and care in accordance with the Contract and reasonable instructions supplied to it from time to time by the Client.

5. Commencement and Completion

The Client will make the site available to the Company for the Commencement Date stated in the Order Acknowledgement and for the duration of the Works. Where no Commencement Date is stated in the Order Acknowledgement, the Client will give the Company a minimum of three weeks notice of the Commencement Date.

The Company shall carry out and complete the Works in the Contract Period stated in the Order Acknowledgement subject to adjustment by any extension of time issued by the Client.

The Client shall supply all drawings, details or information necessary for the Company to perform its obligation under the Contract.

Completion of the Works will be achieved on the date on which all Works are completed with the exception of minor defects or work of a minor nature.

The Company will be entitled to an extension of time to the Contract Period for any delays caused to the Works for reasons beyond the control of the Company including but not limited to: compliance with instructions of the Client; adverse weather conditions; civil commotion, wars, riots, lock-outs, terrorism or the threat of terrorism; the Company's inability to secure labour or materials; obstruction of the Works; the Client's failure to make the site available to the Company; the carrying out of works by the Client, another Company, a local authority or statutory undertaker; delays in receiving statutory approvals; acts of prevention by the Client; and the suspension of the Works by the Company in pursuant to clause 5.

6. Price Fluctuation

Prices are fixed for 60 days from price of quotation, after which time the Company shall be entitled to make reasonable variations to the price of the labour, goods, materials, taxes and duties on which the quotation is based increase or decrease before the completion of the works. Quotations are given on the basis that access will be available for the purpose of the works, during normal working hours. If such access is not available, the Company shall be entitled to make reasonable additional charges for the loss and/or expense and/or damage so incurred.

7. Damage to the Client's Property

Whilst the Company will exercise reasonable skill and care to ensure that there is no damage to the Client's property, the Company will accept no responsibility for damage however arising, unless it can be clearly and unambiguously demonstrated to be a result of the Company's negligence.

8. Defects

The Client acknowledges the right of the Company to correct any agreed insufficiency or defects in works done and to address any reasonable cause for complaint by the Client. If the Company is prevented by the Client from taking appropriate remedial action within a reasonable time after completion of the work, the Client will become solely responsible for any subsequent costs of remedial works and/or alternative remedial actions whether agreed with the Company or not.

9. Loss and/or Expense

The Company will be entitled to payment by the Client for any direct and/or indirect loss and/or expense it may incur as a result of the regular progress of the works being disrupted or prolonged for reasons beyond the control of the Company including but not limited to: compliance with instructions of the Client; adverse weather conditions; civil commotion, wars, riots, lock-outs, terrorism or the threat of terrorism; the Company's inability to secure labour or materials; obstruction of the Works; the Client's failure to make the site available to the Company; the carrying out of works by the Client, another Company, a local authority or statutory undertaker; delays in receiving statutory approvals; acts of prevention by the Client; and the suspension of the Works by the Company in pursuance to clause 8 including remobilisation charges.

The provisions of this clause are without prejudice to any other rights or remedies that the Company might possess.

10. Terms of Payment

All payments are due 30 days from date of invoice or payment application, subject to satisfactory credit rating. If the value of the works exceeds £5000 the Company reserves the right to request interim payment during the works equal to the value of materials delivered to site and labour costs incurred and the Client hereby agrees to make such payment within 14 days of application by the Company. If such payment is not made the Company reserves the right to suspend or abandon the work and to remove unfixed materials, tools and other equipment from this site.

11. Overdue Accounts

The Company reserves the right to charge the Client on overdue accounts at a daily rate equal to 4% above the clearing bank base lending rate. The Company reserves its statutory rights to claim interest and compensation for debt recovery costs in accordance with the Late Payment of Commercial Debts and Interest Act 1998 if the Client fails to make payment according to agreed credit terms.

12. Termination of Contract

The Company may, without prejudice to any other rights, forthwith terminate any contractual agreement with the Client on written notice if the Client:

- (i) Being a Company, pass a winding up resolution or a court order is made to that effect
- (ii) Being a partnership or unincorporated association, is dissolved, or
- (iii) If a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar official is appointment over any of your assets or you are made bankrupt or you otherwise enter into any composition agreement with your creditors.

On termination of the Contract, the Client will make payment to the Company for the following items within 14 calendar days of the date of termination, after taking into account amounts previously paid:

- (i) The Gross Valuation of the Works valued in accordance with clause 8
- (ii) Any other loss and/or expense caused to the Company by the determination including loss of overheads and profit on works not undertaken of fifteen percent (15%)
- (iii) The cost of the Company removing from site all temporary buildings, plant, tools and equipment;

13. Cancellation or Delay

If the Client amends or cancels an order, the Company reserve the right to claim loss and/or expense and/or damage incurred at the date of cancellation or amendment, including loss of profit. Delivery dates are given in good faith however the Company accepts no liability for any delays in executing the works from causes beyond our control including, fire incidents, poor weather, transport/travelling delays, labour disputes or shortage of materials or equipment.

Orders are accepted subject to the Company reserving the right to cancel without liability if prevented by reason of events that are outside our control.

14. Variation of Terms and Conditions

It shall be a condition precedent that no variation in these terms and conditions shall be valid unless the same is in writing and signed by an authorised official of Critical Resource Limited.

No employees, other than a director of Critical Resource Limited, acting on behalf of Critical Resource Limited has the authority to agree any variation or addition to these standard conditions or to make any representations relating to the Order or any matter referred to therein.

15. Health and Safety

Each party acknowledges that it is aware of and undertakes to the other that in relation to the Works and site it will duly comply with the Construction (Design and Management) Regulations 2007 or any legislation or subordinate legislation which may amend, repeal or replace these regulations.

The Client shall strictly comply with the requirements of the Company's Health and Safety policies.

16. Demolition Services Terms and Conditions

Interruptions to work (unless solely caused by the Company) shall result in day work schedules being applied. 2 man gang (Foreman, Labourer and van) = £525.65/day. Add £200.00/day/man for any additional men.

- (i) Prices do not included for welfare facilities, hoists, power supplies, storage, skips, chutes, scaffolding unless specified in the quotation
- (ii) Prices do not include for removing loose rubbish/items unless specified in quotation
- (iii) Prices do not include for the removal of hazardous waste, disconnection of services, fencing, propping or waterproofing of works, unless specified in quotation
- (iv) Prices do not include for Diamond cutting/drilling, craneage or protection of works unless specified in quotation
- (v) Prices do not include for removal of foundations unless specification in quotation
- (vi) All foundations will be priced at an average of 1m deep and of strip construction
- (vii) Unless agreed otherwise in the quotation, the Client will obtain all necessary consents relating to the Works and pay all relevant fees.

16.1 Asbestos Removal Services Terms and Conditions

- 1. We will require an uninterrupted ½ " pressurised water supply
- 2. We will require an uninterrupted suitable and sufficient 110 volt and 240 volt electrical supply
- 3. Interruptions to work through no fault of our own will result in day work schedules being applied. 2 man gang (supervisor, operative and plant and equipment – 1 van, 1 Decontamination unit, 2 hoovers, 1 air mover, 1 smoke machine, 2 powered respirators) = £1000.00/day. Add £200.00/day/man for any additional men
- 4. Prices are subject to H.S.E. approval of method statement
- 5. Works may be subject to 14 day notice to the enforcing authority
- 6. All work areas must be completely clear of loose items including furniture. Any extra work by our operatives in clearing areas will be re-charged. In cases where fixed furniture prevents removal, extra charges will be made to remove (But not re-instate) fixed furniture or removal will be limited to areas accessible to operatives
- 7. Although every care will be taken, we regret that we are unable to accept liability for any damage caused to decorations etc.
- 8. Cancellation of start date as shown on the HSE notification form (ASB 5) through no fault of our own would result in an administration charge of £85.00 and above day work schedule if we arrive on site and are unable to begin works.

16.2 Environmental Surveying Services Terms and Conditions

- 1. Survey reports are provided to and for the benefit of the client exclusively. The company shall not be liable to any third party who seeks to use the survey reports. Survey reports may not under any circumstances be used by any third party without the company's express written permission for any loss, damage, expense or injury of any kind whatsoever, consequently or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the survey report whether such defects or deficiencies are caused by the negligence of the company or its employees or agents or otherwise
- 2. We will require your written order a minimum of 10 working days prior to the commencement of site survey
- 3. Payment terms: Approved contractors, as per standard terms above. All others, payment in full is required prior to issuance of the Survey Report, subject to satisfactory credit rating
- 4. Interruptions to work through no fault of our own would result in day work schedules being applied. (Surveyors Rate of £460/Day)
- 5. Confidentiality and data ownership
 - 5.1 Each party agrees to maintain secret and confidential all information relating to the business affairs methods and know-how of the other that it acquires pursuant to the contract. The work, all information supplied by the client and all data are confidential to the client and will not be discussed with or disclosed by the company to a third party without the prior permission of the client in writing. This clause shall not apply to information which is owned by the company (solely or jointly with any third party or parties), which is already known to the company prior to disclosure by the client, which is or becomes available to the company by lawful means, or which is already in the public domain
 - 5.2 Provided that the Company has received payment in full of the price of the services the property in any reports prepared for the benefit of the client shall pass to the client. The client shall be entitled to reproduce parts or extracts from such reports provided that the client shall obtain the prior written consent of the seller where reports or extracts from reports are reproduced using the sellers name
 - 5.3 Ownership of the Data shall vest in the Client. Ownership of all skills, knowledge know-how, techniques and methods have their origin in the skill and endeavour of the company shall vest in the company
 - 5.4 The client shall indemnify the company against all liability and loss, damages, costs and expenses awarded against or incurred by the company in connection with any claims by third parties arising from the reproductions of the work or report or part of any report prepared in connection with the contract