



Terms & Conditions (August 2007)

Merryhill Envirotec Ltd

Merryhill Asbestos Testing & Consulting Ltd

CONDITIONS OF TENDERS, QUOTATIONS AND SALES

The following terms and conditions apply to all tenders, quotations and sales orders placed with the company, whether known as Merryhill Envirotec Ltd or Merryhill Asbestos Testing and Consulting Limited. All companies are hereinafter referred to as 'the Company'.

GENERAL

The following terms and conditions apply to all tenders, quotations and sales 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 with us by the Client shall be deemed to be his acceptance of these terms and conditions which shall over-ride any terms and conditions stipulated by the Client whether referred to or contained in his enquiry, order or otherwise.

PERIOD OF TENDER

Quotations are subject to acceptance within the period specified in the Quotation, and are strictly net. Beyond that period, the price or viability of the contract may be subject to review.

PRICE FLUCTUATION

The Company shall be entitled to make reasonable variations to the price if the costs of 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 extra costs so incurred.

EXCLUSIONS

Unless specifically stated our quotation does not include the making good of decorations, walls, floors, or other parts of the premises, nor for the supply and erection of fixed scaffolding. It does not include the testing and/or repair of Client's plant or equipment. Unless specifically stated, our tender assumes free availability of site services such as water, electricity, background lighting and heating.

DAMAGE

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

QUALITY ASSURANCE

The Company reserves the right 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 from taking appropriate remedial action within a reasonable time after completion of the work, the Client shall become solely responsible for any subsequent costs and/or alternative remedial actions whether agreed with the Company or not.

DELAY OR VARIATION

If the works are suspended, delayed or varied at the Client's request, or any other cause beyond the Company's control they shall be entitled to make reasonable additional charges for the extra costs so incurred.

TERMS OF PAYMENT

All payments are due on presentation of sales invoice. If the value of the works exceeds £5000 we reserve 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 the site.

OVERDUE ACCOUNTS

The Company claims the right to charge interest on overdue accounts under Section 69 of the County Courts Act 1984 at the rate of 8% a year.

CANCELLATION OR DELAY

If the Client amends or cancels an order, we reserve the right to make charges to cover the cost so incurred at the date of cancellation or amendment. Delivery dates are given in good faith but we shall not be responsible for any delay 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 us reserving the right to cancel without liability if we are prevented by reason of events that are outside our control.

INSURANCE

The Company is covered for Public and Employers Liability up to £10 million and for Professional Indemnity up to £1 million for surveying only (Merryhill Asbestos Testing and Consulting Limited).

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, consequential 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.

VARIATION OF TERMS AND CONDITIONS

No variation in these terms and conditions will be admitted or accepted by the Company unless the same is in writing and signed by an authorised official of the Company. No employees, other than a Director of the Company, acting on behalf of the Company 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.

David Mulcahy
Managing Director
August 2007