

Commercial Operating Procedures for Demolition Services, Asbestos Removal Services & Environmental Surveying Services

Reconomy (UK) Ltd (the Company)

'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 Reconomy (UK) Ltd 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 (Sales Order Confirmation)
 - (iii) The Company's Tender, Quotation or Offer
 - (iv) Any other documents referred to in the Tender, Quotation, Offer 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
- (e) Any variation to the Terms and Conditions must be agreed in writing by an Authorised Representative of the Company defined as no lesser designation than that of a Director of the Company

2. General

The following terms and conditions apply to all tenders, quotations and, orders placed with the Company, except where varied in writing in accordance with clause 1(e).

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 or Consumer shall be deemed to be their unconditional acceptance of these terms and conditions which shall override any terms and conditions stipulated by the Client whether referred to or contained in the Clients enquiry, order or otherwise. All relevant paperwork will be forwarded on receipt of the Clients official order.

All works to be carried out will be 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 the Company of any services that must remain live during the works**

3. Prices

- 3.1 Shall not be subject to, set off, retention and/or discount
- 3.2 Are subject to VAT at the prevailing rate
- 3.3 Do not include for making good, unless specified in the Company's quotation
- 3.4 Do not include for scaffolding or any other facilities unless specified in the Company's 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

- 5.1 The Client will make the site available to the Company for the Commencement Date stated in the Company's Order Acknowledgement and for the duration of the Works
- 5.2 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
- 5.3 The Company shall carry out and complete the Works in the Contract Period stated in the Company's Order Acknowledgement, subject to any adjustment in extension of time issued by the Client and agreed by the Company.
- 5.4 The Client shall supply all drawings, details or information necessary for the Company to perform its obligation under the Contract
- 5.5 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
- 5.6 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:
 - 5.6.1 Compliance with instructions of the Client
 - 5.6.2 Adverse weather conditions
 - 5.6.3 Civil commotion, wars, riots, lock-outs, terrorism or the threat of terrorism
 - 5.6.4 The Company's inability to secure labour or materials
 - 5.6.5 Obstruction of the Works
 - 5.6.6 The Client's failure to make the site available to the Company
 - 5.6.7 The carrying out of other works by the Client, another Company, a local authority or statutory undertaker
 - 5.6.8 Delays in receiving statutory approvals
 - 5.6.9 Acts of prevention by the Client
 - 5.6.10 The suspension of the Works by the Company pursuant to clause 5

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6. Price Fluctuation

- 6.1 Prices are fixed for 60 days from the date of the Company's quotation, after which time, the Company may be entitled to make reasonable variations to the Price to include, but not limited to, any increase in the cost of, labour, goods, materials, taxes and duties, on which the quotation was based
- 6.2 Quotations are given on the basis that access will be available for the purpose of the Works (during normal working hours) and if such access is not available, the Company shall be entitled to make any reasonable additional charges, to the Client, for the loss and/or expense and/or damage so incurred due to access not being available

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, that such damage, was as a result of the Company's negligence

8. Defects

- 8.1 The Client acknowledges the right of the Company to correct any agreed insufficiency or defects in works carried out and to address any reasonable cause for complaint by the Client
- 8.2 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: -

- 9.1 Compliance with instructions of the Client
- 9.2 Adverse weather conditions
- 9.3 Civil commotion, wars, riots, lock-outs, terrorism or the threat of terrorism
- 9.4 The Company's inability to secure labour or materials
- 9.5 Obstruction of the Works
- 9.6 The Client's failure to make the site available to the Company or the carrying out of works by the Client, or another Company, or a local authority or statutory undertaker
- 9.7 Delays in receiving statutory approvals
- 9.8 Acts of prevention by the Client
- 9.9 The suspension of the Works by the Company in pursuance to clause 5 and 8, including remobilisation charges
- 9.10 The provisions of clause 9 are without prejudice to any other rights or remedies that the Company may possess in relation to the recovery of the direct and/or indirect loss and/ or expense incurred by the Company

10. Terms of Payment

- 10.1 All payments are due 30 days from date of invoice or payment application (subject to satisfactory credit rating).
- 10.2 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
- 10.3 The Client agrees to make such payment (in relation to clause 10.2) within 14 days of application by the Company and if such payment is not made by the Client, the Company reserves the right to suspend or abandon the Works and to remove all unfixed materials, tools and other equipment from the Client's 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 banks base lending rate and 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 in accordance with the Company's 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:

- (iv) The Gross Valuation of the Works valued in accordance with clause 8
- (v) 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%)
- (vi) The cost of the Company removing from site all temporary buildings, plant, tools and equipment;

13. Cancellation or Delay

- 13.1 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
- 13.2 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
- 13.3 Orders are accepted subject to the Company reserving the right to cancel, without liability, if prevented by reason of events that are outside of the Company's control

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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 given in writing and signed by an authorised representative of the Company having no lesser designation than that of a Director.

For avoidance of doubt 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.

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 at the Company's standard rates and

- (vii) Prices do not included for welfare facilities, hoists, power supplies, storage, skips, chutes, scaffolding unless specified in the quotation
- (viii) Prices do not include for removing loose rubbish/items unless specified in quotation
- (ix) Prices do not include for the removal of hazardous waste, disconnection of services, fencing, propping or waterproofing of works, unless specified in quotation
- (x) Prices do not include for Diamond cutting/drilling, craneage or protection of works unless specified in quotation
- (xi) Prices do not include for removal of foundations unless specification in quotation
- (xii) All foundations will be priced at an average of 1m deep and of strip construction
- (xiii) 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 (Standard Conditions)

- 16.1.1 The Company will require the Client to supply an uninterrupted ½ " pressurised water supply and
- 16.1.2 An uninterrupted suitable and sufficient 110 volt and 240 volt electrical supply
- 16.1.3 Interruptions to the Works, which are not as a consequence of fault by the Company, will result in day work schedules being applied for all associated, labour, supervision, equipment and any other ancillaries associated with the Works and these will be charged to the Client at the Company's standard rates
- 16.1.4 Prices are subject to H.S.E. approval of method statement
- 16.1.5 It is brought to the attention of the Client that the Works may be subject to 14 day notice to the enforcing authority
- 16.1.6 **It is the Client's responsibility** to ensure that all work areas are completely clear of loose items including, but not limited to, furniture and equipment, prior to the commencement of the Works and as a result of failure by the Client to observe the requirement of this clause, any additional work carried out by the Company's operatives, in clearing areas, will be re-charged to the Client at the Company's standard labour rates. Additionally, where fixed furniture prevents removal, additional charges will be levied by the Company to the Client, to remove (**but not re-instate**) fixed furniture or removal will be limited to areas accessible to the Company's operatives
- 16.1.7 Although every care will be taken when undertaking the Works the Company is unable to accept liability for any damage caused to the Client's decorations etc.
- 16.1.8 Any cancellation of the Commencement Date of the Works as shown on the HSE notification form (ASB 5) which is not as a direct result of fault on the part of the Company will result in an administration charge of £85.00(as from time to time may be revised) being levied to the Client by the Company and furthermore if the Company's operatives have arrived on site and are unable to begin the Works the charges in relation to 16.1.3 will apply

16.2 Environmental Surveying Services Terms and Conditions (Standard Conditions)

- 16.2.1 Any survey reports are exclusive to the Client and the Company and are provided to and for the benefit of the Client only and the Company will not be liable to any third party who seeks to use any data or information contained within the survey report(s), irrespective of whether any permission has been given by the Client for them to do so. Furthermore, survey reports may not under any circumstances be used by any third party without the Company's express written consent and if such consent is given, the Company do not accept liability 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 (s), whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise
- 16.2.2 It is acknowledged and agreed by the Client that the Company will require the Clients written order (a minimum of 10 working days) prior to the commencement of any site survey
- 16.2.3 **Payment terms:** the Company's payment terms are those outlined in clause 10, for all approved credit account clients, and for non approved account clients payment in full is required prior to the Survey Report(s) being issued
- 16.2.4 Interruptions to survey work which is not caused by any fault on the part of the Company will result in day work schedules being applied and charged to the Client at the current day work fee applicable to the Company's survey staff
- 16.2.5 **Confidentiality and data ownership**
 - 16.2.5.1 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

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- 16.2.5.2 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 seller's name
- 16.2.5.3 Ownership of the Data shall vest in the Client. Ownership of all skills, knowledge know-how, techniques and methods has their origin in the skill and endeavour of the company shall vest in the company
- 16.2.5.4 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

17 Insurance

- 17.1 Unless otherwise agreed in writing by the Authorised Representative of the Company, the Company will insure against its liability to an amount of, £20 million for Employers liability, £10 million for Public and Products liability and £5 million for Professional Indemnity. It is acknowledged by the Client that the Company may provide cover in excess of these individual amounts on a specific basis and at the written request of the Client, but any additional premium for providing such additional cover will be recoverable from the Client

18. Assignment

- 18.1 Neither party shall assign, transfer, sub contract or sub let (other than the Company's right to do so as defined by the use of their Service Provider) the whole or any part of the Contract without the prior written consent of the other party

19. Confidentiality

- 19.1 The Company, the Client, their employees and agents at all times shall keep confidential and secret and shall not disclose to any person (other than a person authorized by the other party) all information and other matters acquired by them in connection with the Contract, or in connection with the affairs, financial or otherwise, of either party (save to the extent that such information is to be disclosed by law or is already in the public domain) or other than by reason of breach of this condition either by the Company or the Client

20. Intellectual Property Rights

- 20.1 The Company retains all property rights, including Intellectual Property Rights, in the Specified Service and any patterns, drawings, samples, artwork, report formats, materials and information, including Service Provider information, issued to the Client who may use such information for the purpose of and during the term of the Contract and must return to the Company such information or not use such information following the end, or termination of the Contract
- 20.2 All Intellectual Property Rights in all items delivered to the Client pursuant to the Specified Service carried out by the Company under this Contract shall be assigned to and vest in the Company absolutely, save for any pre-existing Intellectual Property Rights of the Client or third parties and shall at all times remain with the originating party. The Company grants to the Client a license to copy its pre-existing Intellectual Property Rights and those of third party Service Provider's or suppliers for its own use. The Client must not provide or copy any such Intellectual Property of any third party without the Company's prior written consent
- 20.3 Subject to the foregoing, any Intellectual Property arising out of the provision of the said Specified Service shall be assigned and vest in the Company absolutely as and when such item comes into existence
- 20.4 The Client shall take all necessary steps to ensure that the foregoing provisions of clause 15 have full effect, such steps to include, but not limited to, insertion of corresponding provisions in any contracts with other sub contractors or other third parties
- 20.5 Subject to the foregoing, those parts of any software or reports or report format or Service Provider information specifically developed or written under Contract and the copyright thereto and all intellectual property therein shall belong to and vest in the Company absolutely. Furthermore the Client acknowledges that if there is a mis use of the said information, and which use, in the opinion of the Company, would have a detrimental effect upon the Company, this would be in breach of contract and the Company would be entitled to compensation from the Client accordingly in such sums to be determined appropriate by a Court of Law
- 20.6 The Client will additionally indemnify the Company in relation to any unauthorised use or infringement of third party Intellectual Property Rights and which rights are vested in that third party

21. Entire Agreement

- 21.1 These Conditions, together with the Company's quotation and any other specific terms set out in the Company's Sales Order Confirmation, constitute the entire agreement between the parties and supersede any previous agreement or understanding between the parties and no variation to these conditions is valid or binding unless approved in writing by the Authorised Representative of the Company. All other terms and conditions expressed or implied, by statute, or otherwise, are excluded to the fullest extent permitted by law

22. Notices

- 22.1 Any Notice shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice
- 22.2 All written and oral communications, notices and documents relating to the Contract shall be in English

23. Data Protection

- 23.1 All parties must protect personal data in accordance with the provisions and principles of the Data Protection Act 1998, and any subsequent revision of this Act and in particular the Client must ensure compliance with the Company's security arrangements and ensure the reliability of its staff that has access to any personal data held. In addition, if the Client is required to access or process personal data held by the Company, the Client shall keep all such personal data secure at all times and shall only process such data in accordance with instructions agreed with the Company

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24. Waiver

24.1 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of those rights, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision

25. Racial and Sexual Discrimination

25.1 Both parties shall not unlawfully discriminate within the meaning of the Sex Discrimination Act 1975 or the Race Relations Act 1976 or any enactment relating to discrimination in employment and shall take reasonable steps to secure the observance of this condition by all their staff or agents employed in the performance of the Contract

26. Accrued Rights and Remedies

26.1 Neither the expiration nor the termination of the Contract shall prejudice or affect any right of action or remedy, which shall have accrued or thereafter accrue either to the Client or to the Company

27. Publicity

27.1 The Company may be entitled, if it so wishes, to use for advertising purposes, such information about the supply of services or goods or work undertaken on behalf of the Client

28. Contracts (Rights of Third Parties) Act

28.1 No provision of this Contract shall confer on any third party any benefit or right enforceable at the option of that third party against the parties to this Contract, except where expressly permitted in this Contract

29. The Bribery Act 2010

The Company fully complies with the principals of The Bribery Act 2010 and expects the same conduct in its dealings with business partners and their associates. A copy of the Company's Policy in respect of The Bribery Act 2010 is published on the Company's web site

30. Competition

30.1 The parties do not consider that this Contract infringes the prohibition provisions of Chapter 1 and 2 of the Competition Act 1998 ("the Act"). However, the parties are at liberty to apply to the Director General of Fair Trading for an exemption should the Contract be, in the opinion of the Director General of Fair Trading, a prohibited agreement within the provisions of Chapter 1 and 2 of the Act

31. Severability

31.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected

32. Law

32.1 English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English courts