

Terms of Business – G&L Consultancy Limited
(Bulk Sample Analysis)

DEFINITIONS

We, us, or our is a reference to G&L Consultancy Limited, Unit 5A Castle Road, Chelston Business Park, Wellington, Somerset, TA21 9JQ, registered under company number 03687929.

You or your is a reference to the individual, company or organisation paying for the Services under the terms of the Contract.

“Contract”

Contract means the agreement for the provision of Services made between the Client and G&L, subject to these Terms, pursuant to our Quotation.

“Property”

Means buildings, land or materials owned by the Client and relevant to the provision of Services.

“Quotation”

Means our quote to you for the provision of Services.

“Service Level Agreement”

Means an agreement covering the provision of services over a period of time across various sites, or the analysis of samples from various locations.

“Services”

Means the Services to be provided by G&L under the Contract

“Terms”

Means the standard terms and conditions of sale as set out in this document as well as any special conditions expressly agreed in writing between a Director or authorised employee or representative of G&L and the Client.

1. Terms of payment

- 1.1. Invoices must be settled by the due date stated on the invoice. Any amendments to these payment terms must be agreed in writing in advance.
- 1.2. We reserve the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 if our invoice is not paid according to our payment terms set out in 1.1.
- 1.3. We reserve the right to charge the Client the costs of recovery of any outstanding amount, including legal costs and disbursements.
- 1.4. Any bank charges associated with international payments must be settled by you.
- 1.5. Any discounts to be applied to our invoice (including MCD) must be agreed in writing prior to commencement of work.

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- 1.6. The Company reserves the right to withhold the Clients' certificates until payment is made in full, including any late payment interest due and liquidated damages, if deemed necessary.
- 1.7. Receipts for payment will only be issued upon request.

2. Provision of Services under the Contract

- 2.1. Services that are provided in relation to asbestos are done so in accordance with current legislation, codes of practice and industry guidance. G&L conduct asbestos surveys, sampling and bulk sample analysis following internal methods M1, M2, M3, M4 and M5, which are based on the HSE publications 'HSG248 Asbestos: The Analysts' Guide' and 'HSG264 Asbestos: The Survey Guide.'
- 2.2. The uncertainty of measurement for the procedures carried out, where required, has been calculated and shown to be within the required parameters of the HSG 248. Full details of the assessment carried out is documented in our internal methods, which are available on request.
- 2.3. G&L is UKAS accredited for carrying out asbestos surveys, reinspections, bulk sampling, air monitoring, fibre counting and bulk sample analysis.
- 2.4. Services we provide which are not listed in 2.3 are not covered by our UKAS accreditation.

3. Assignments and sub-contracting

- 3.1. We will perform the Services using our own employees wherever possible but reserve the right to delegate some or all of the Services to sub-contractors where necessary. You will always be informed in advance prior to any work being sub-contracted.
- 3.2. Where 3.1 applies, we continue to be responsible to you for the provision of Services and our responsibilities under the Contract.

4. Events outside our control

- 4.1. There are certain circumstances in which events are not within our reasonable control. These situations may prevent or limit the extent to which we are able to carry out the Services.
- 4.2. We shall not be liable for losses incurred by you by reason of any delay or failure to perform the Services, in whole or in part, if the delay or failure was due to any cause beyond our reasonable control.
- 4.3. If the Services cannot be carried out in full or in part as a result of your failure to submit a suitable sample, which we have attempted to analyse, you shall be liable to us for our full fees under the Contract.

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5. Results and accuracy

- 5.1. Any results or advice provided by us are based on information which is directly provided by you regarding the material on site and the sampling you have carried out. Results and advice are believed to be accurate and reliable, subject to the limitations of access and availability of such information.
- 5.2. Any report produced in performance of the Services relates solely to the goods, materials or samples reported on and not to the bulk from which the goods and samples were taken.
- 5.3. Reports are provided electronically in PDF format. Reports should be read in full, and no part of the report, including survey data, should be viewed in isolation.
- 5.4. We are not liable for any sample data that has been transferred into a third-party software system.

6. Limitation of Liability

- 6.1. We are not liable for any loss or damage arising from or relating to the presence of asbestos in the Property, which is located in areas that for any reason were not sampled and samples not submitted.
- 6.2. Nothing in these terms, limits or excludes liability for death or personal injury caused by the negligent acts or omissions of our employees or agents.
- 6.3. We shall arrange and keep in effect professional liability insurance, and a copy of this shall be made available to you on request.
- 6.4. Our liability for any breach of contract and/or negligence in the provision of Services shall be limited to the additional and reasonable remediation costs that you incur as a consequence of our error or omission.
- 6.5. You agree that the limitation of liability set out in 6.4 is fair and reasonable.
- 6.6. We are not liable for any loss or damage relating to or arising out of pollution or contamination to the Property that is not directly caused by our negligence or breach of duty in the course of providing Services.
- 6.7. We do not accept liability for any loss or damage arising if you fail to meet your obligations under these Terms.
- 6.8. We do not accept liability for any indirect or consequential damages related to or in connection with this Contract and the provision of Services.
- 6.9. You are under a duty to mitigate any losses howsoever caused.

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7. Confidentiality and intellectual property

- 7.1. All work carried out is subject to strict client confidentiality. Test reports and all information relating to the Services provided will not be disclosed to any third party unless specifically requested by you or required by law.
- 7.2. Photographs taken for the purposes of providing the Services will be stored for future reference but will not be used for any other purpose, unless specific permission has been granted. If you have any objections to photographs being taken, please inform us in writing prior to the Services being carried out.

8. Integrity and impartiality

- 8.1. Where any member of staff is coerced, threatened or cajoled towards amending their results, we reserve the right to terminate the contract with immediate effect and invoice the Client for all work completed to that point.

9. Termination of Contract

- 9.1. Unless otherwise agreed in the Quotation, you may terminate the contract at any time by giving us at least six weeks' notice in writing.
- 9.2. We will be entitled to terminate the Contract immediately in the event that:
 - 9.2.1. You become bankrupt or insolvent
 - 9.2.2. You have breached the contract and failed to remedy such breaches after 30 days' notice in writing of such breach(es)
 - 9.2.3. Performance of the Services has been suspended for reasons beyond the control of either party for more than 28 days; or
 - 9.2.4. You fail to give clear and comprehensive instructions, within 14 days of our request for the same, or you give instructions that conflict with recognised industry standards of professional conduct.

10. Cancellation

- 10.1. You may cancel any bulk sample analyses without charge, provided the samples have not yet been booked into our system. Any costs in relation to the return of the samples will be the responsibility of the Client. If the samples have already been booked into our TEAMS system, then the Client will be charged in full for the analysis of all samples at the point of cancellation.

11. Complaints procedure

- 11.1. All complaints must be submitted in writing to the Quality Manager. All complaints will be fully investigated in line with our internal quality procedures.

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12. Severance

- 12.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 12.2. If any provision or part-provision of this agreement is deemed deleted under Clause 12.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

13. Dispute resolution

- 13.1. In the event of any dispute of whatever nature arising out of any aspect of this contract, the parties will endeavour to resolve the dispute in good faith by means of mediation, expert determination or such other recognised alternative dispute resolution (ADR) process as they shall agree is appropriate.

14. Governing Law and Jurisdiction

- 14.1. Subject to 14.3, this agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 14.2. Subject to 14.4, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
- 14.3. For services provided in Northern Ireland or Southern Ireland, this agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland.
- 14.4. For services provided in Northern Ireland or Southern Ireland, each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.