

STANDARD TERMS AND CONDITIONS

- 1) ACS Testing Limited, hereinafter referred to as the "Organisation", trade under the following Terms & Conditions. The Client shall be deemed to be the supplier of the Purchase Order/Written Instruction and hereinafter shall be referred to as the "Client".
 - 2a) Credit Account Clients - for those Clients with an established credit account, payment shall be due at the "End of month following month of invoice" and shall be strictly Net without discount or retention. The due amount shall be payable to the Organisation, or to its appointed Agent/Assignment company, as indicated on the appropriate invoice.
 - 2b) Non-Account Clients - for those Clients who do not have an established credit account, payment shall be required prior to release of any results and/or sample material i.e. 7 day invoice. Payment shall be strictly Net and shall not be subject to discount & retention. If the Client requests re-issue of any relevant correspondence to a Third Party, details of which are contrary to initial instructions, the Organisation reserves the right to levy an administration fee for amendments to the Q.A. System, Technical correspondence and administration documents.
 - 2c) In the event of cancellation, of the Organisation's services by the Client, the Organisation reserves the right to levy fees for costs incurred due to the said cancellation.
 - 2d) In the event of non-payment of an outstanding debt by the due date, the Organisation reserves the right to levy an interest charge at the rate of 2.5% per month on the total value of the debt. The Organisation may also suspend collections, testing of materials, in situ workings, and retain certificates and other documents until settlement of the account has been made in full, **irrespective of the debts due payment date.**
 - 3) The right of "Set-Off" shall not exist between the Organisation (or appointed Agent/Assignment Company) and the Client.
 - 4a) The quoted fees shall be subject to V.A.T., which shall be levied at the rate current at the Tax Point date, and shall remain offered for acceptance for a period of 28 days from the date of quotation. Thereafter fees may be subject to revision.
 - 4b) All laboratory analyses & in-situ workings shall be undertaken subject to the availability of the necessary equipment & personnel and all such activities shall be undertaken subject to appropriate notice being given by the Client to the Organisation.
 - 5) Unless the Organisation is advised by the Client, in writing, all sample material shall be disposed of after the period of time stated on the relevant Certificate/Report. An exception shall apply for sample material deemed as "Contaminated" and this material shall be returned to the Client Site/Sample Origin, without cost, to any Party. All other sample material stored in excess of the initial period shall be subject to a storage fee.
 - 6) All information relating to any analyses / in-situ workings shall be treated as confidential at all times. Test Results/Data appertaining to testing conducted by the Organisation shall not be divulged by the Organisation, to any Third Party without prior consent, in writing, from the Client.
 - 7) The Organisation may refuse, without cause to give reason, to test material or conduct in-situ workings.
 - 8) Unless otherwise agreed in writing it shall be the responsibility of the Client to supply the following, without cost to the Organisation: -
 - (a) Setting & marking out of all works before commencement, (b) 3 phase electrical supply (commissioned by an Approved Electrician), (c) supply/control of water required to execute the works or alternatively water that may impede the works, (d) removal of related debris, (e) adequate lighting and ventilation, (f) hoisting facilities, scaffolding/tower/staging to allow safe access to the works, (g) protection of existing structures/adjacent buildings and their contents from the effects of undertaking the works, (h) on site parking facilities. Indemnify the Organisation against claims arising from any non-compliance with the above.The Client shall be responsible for furnishing the Organisation with detailed, accurate site plans, prior to commencement of any in-situ work, showing the location of all services and utilities that may interfere with the proposed in situ workings. The Organisation shall not be liable, financially or otherwise, regarding the damage or interruption to the supply of electricity, gas, water, telephone or any other services that are encountered or damaged by the Organisation during any in-situ workings. This shall deem to include accidental damage on or directly adjacent to the in-situ workings. All such costs, including consequential costs, relating to such damage shall be wholly and directly the Client's liability.
 - 9) The Client shall be responsible for delays associated with the Clients material suppliers and any such inability to supply at the requested time. To enable completion of the in-situ workings, within an agreed programme, the Organisation requires unobstructed and continuous access. The Organisation reserves the right to charge for any such time delays, arising through Client and/or any Client material suppliers delay(s), whether or not in-situ workings are being conducted at the actual time of the site visit.
 - 10) The hire of any equipment/staff from the Organisation shall be undertaken on the following conditions: -

The Client shall inspect the condition of the equipment upon receipt and any defects shall be reported immediately to the Organisation's representative. Once acceptance has occurred the Client shall be liable for the equipment and shall have an effective insurance policy to cover such loss and/or damage of the same. Any such loss or damage, or the need for the Organisation to restore the equipment to the require standard(s), shall result in the repair/replacement costs being levied to the Client. The Organisation reserve the right to have access at all times to the Client's site/premises to inspect or recall the equipment. Should the Organisation choose to sell certain equipment, to the Client, the title of the equipment shall not pass to the Client until full payment has been received by the Organisation or its appointed Agent/Assignment Company. In the event of non-payment of any invoice or Insolvency, Receivership or Liquidation the Organisation shall have the right to repossess all equipment loaned, hired or sold to the Client.
- The employment or engagement or use by a Client of the Organisation's employee or former employee introduced by the Organisation whether for a particular contract/assignment or definite or indefinite period, or the introduction of such employee to other employers with a resulting employment or engagement, (or, where applicable, if the employee permits his or her services to be made available by a company the engagement, use or introduction of that company) renders the Client subject to the payment of an introduction fee provided that the engagement takes place within a period of six months from the later of the date of termination of the contract/assignment - or the date upon which the Organisation arranged an introduction or interview between the employee and the Client (or if more than one interview the date of the last interview). The amount of such introduction fee which shall be levied by the Organisation shall be a percentage of annual remuneration and emoluments payable by the Client to the employee. The percentage shall be 25%, with a minimum fee of £750.00, to which Value Added Tax shall be charged on such a fee. No refund of the introduction fee shall be made by the Organisation to the Client in the event of the subsequent termination of such engagement.
- The engagement or use by the Client of an employee of the Organisation or former employee of the Organisation introduced by the Organisation, for a contract/assignment or definite or indefinite period (or, where applicable, if the employee permits his services to be made available by a limited company, the engagement or use of that limited company) under the terms of a contract entered into with any other Organisation, employment business or other legal entity acting as such, renders the Client liable to the payment of a fee calculated as set out above provided that such engagement or use takes place within one month from the later of the date of termination of the contract/assignment or the date upon which the Organisation arranged an introduction or interview between the employee and the Client (or if more than one interview, the date of the last interview). This clause shall not apply if the employee was already registered with the other Organisation, employment business or other legal entity at the time the introduction of the employee to the Client by the Organisation.
- 11) The Organisation does not accept liability for any claims, in particular consequential damages/losses, however arising.
 - 12a) The Organisation undertakes to comply with the Health and Safety at Work Act. It is conditional to the contract that the Client conforms to the same legislation and shall indemnify the Organisation against claims arising from any non-compliance relating to this Act.
 - 12b) The Client shall be responsible for advising the Organisation, in writing, of details relating to samples/specimens which are deemed contaminated or suspected of being contaminated with substances likely to be harmful to the Health, Safety & Welfare of the Organisation's Employees, Sub-Contractors or other such operatives engaged by the Organisation in the course of it's business.
 - 12c) Should the Client fail to provide Health & Safety equipment deemed necessary by the Organisation to effect compliance with this legislation, the Organisation shall reserve the right to levy a cost to the Client, for the provision of such equipment so as to provide a practical and safe working environment.
 - 13) The Law of England shall apply to all correspondence and to these Standard Terms & Conditions and all subsequent arising thereof.
 - 14) On issue of the Clients Purchase Order/Written Instruction it becomes conditional that the Organisation's Standard Terms and Conditions (herein) apply and that the Organisation is not bound by the Clients Terms and Conditions irrespective of any statement or Terms and Conditions which impose that acceptance of the said Purchase Order/Written Instruction automatically results in acceptance of the Clients Terms and Conditions being applicable to the execution of the Purchase Order/Written Instruction.
 - 15) The Organisation may amend the Terms and Conditions herein at any time and without prior notice of consent.