



**KD Drainage and Asbestos LTD**  
**TERMS AND CONDITIONS**

**Trading Address: Beechings Way Industrial Centre, Godden Way, Gillingham, Kent, ME8 6AD**

The customer's attention is drawn in particular to the provisions of clause 9 .

**1. INTERPRETATION**

**1.1 Definitions.** In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 12.7.

**Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods from the Supplier.

**Force Majeure Event:** has the meaning given in clause 10.

**Goods:** the goods (or any part of them) set out in the Order.

**Order:** the Customer's order for the Goods, as recorded and accepted (either verbally or in writing) by the Supplier following a written (including email and faxes) or verbal order from the Customer as the case may be.

**Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

**Supplier:** KD Drainage and Asbestos LTD

**1.2 Construction.** In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes faxes.

**2. BASIS OF CONTRACT**

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer or otherwise are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of [30] Business Days from its date of issue for Asbestos.

2.7 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of [14] Business Days from its date of issue for Drainage

**3. GOODS**

3.1 The Supplier shall be entitled to operate a cash on delivery or on collection (as applicable) arrangement with the Customer for a period of [6] months from on trading between the Customer and Supplier commencing or at any time thereafter upon [7 days] prior written notice to the Customer.

3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

**4. DELIVERY/COLLECTION**

4.1 The Supplier and the Customer shall agree in writing as to whether the Goods are to be delivered by the Supplier or collected by the Customer. The costs for delivery shall be additional to the costs of the Goods unless otherwise agreed (in writing) by the Supplier.

4.2 If the Supplier agrees to deliver the Goods, the Supplier shall ensure that:

- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, relevant Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.3 If the Supplier agrees to deliver the Goods, the Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.

4.4 If the Customer is to collect the Goods, the Customer shall collect the Goods from the Supplier's premises or such other location as may be advised by the Supplier prior to delivery (**Delivery Location**) within [3] Business Days of the Supplier notifying the Customer that the Goods are ready.

4.5 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location or on the completion of loading of the Goods at the Delivery Location (as applicable).

4.6 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.7 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.8 If the Customer fails to take or accept (as applicable) delivery of the Goods within [three] Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.9 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted (as applicable) delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

- 4.10 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including [10] % more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 4.11 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.12 The customer will supply adequate parking onsite, amenities where applicable (i.e. water & electrics) and safe storage for all equipment

## **5. QUALITY**

- 5.1 The Supplier warrants that on delivery, the Goods shall:
- (a) conform in all material respects with their description and any applicable Specification;
  - (b) be free from material defects; and
  - (c) be fit for any purpose held out by the Supplier.
- 5.2 Subject to clause 5.3, if:
- (a) the Customer gives notice in writing to the Supplier within [7 days of delivery] that some or all of the Goods do not comply with the warranty set out in clause 5.1;
  - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
  - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, replace the defective Goods, [or refund the price of the defective Goods in full.]

- 5.3 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
  - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
  - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - (e) the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

## **6. TITLE AND RISK**

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.2; and
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2, then, without limiting any other right or remedy the Supplier may have:

- (a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- (b) the Supplier may at any time:
  - (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
  - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## **7. PRICE AND PAYMENT**

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

7.2 The Supplier may, by giving notice to the Customer at any time up to [5] Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

7.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

7.5 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.6 The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence. Failure to make payment within 30 days of the due date may result in the matter being referred to Debtchaser Ltd our collection agents whose charges will be added to and payable with the invoice debt.

7.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of [8.5] % per annum above Barclay's Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7.9 In the event that the Supplier engages a third party for the purposes of recovering any sums owing to it pursuant to these terms and the Contract the Customer hereby confirms and agrees that it shall indemnify the Supplier on a full indemnity basis against all costs, expenses, fees, disbursements and other outgoings in respect of such recovery proceedings.

## **8. TERMINATION AND SUSPENSION**

8.1 If the Customer becomes subject to any of the events listed in clause 8.2, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer.

8.2 For the purposes of clause 8.1, the relevant events are:

- (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer];
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (e) (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- (g) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within [7] days;
- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(a) to clause 8.2(f) (inclusive);
- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- (k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

8.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.2(a) to clause 8.2(l), or if the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment or for any other reason that the Supplier (in its absolute discretion) considers to relevant to the trading arrangement between the Customer and the Supplier.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

8.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

8.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 9. LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

- 9.2 Subject to clause 9.1:
- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed [100%] of the price of the Goods.

**10. GUARANTEE FROM DIRECTORS/MEMBERS WHERE CUSTOMER IS A CORPORATE ENTITY OR LLP**

**INDEPENDENT LEGAL ADVICE SHOULD BE TAKEN BY ANY DIRECTOR (IN THE CONTEXT OF A LIMITED OR UNLIMITED CORPORATE ENTITY) OR MEMBER (IN THE CONTEXT OF A LIMITED LIABILITY PARTNESHIP) IN RESPECT OF THIS CLAUSE**

- 10.1 In consideration of the Supplier entering into the Contract the person signing these terms (in the context of corporate entities the director(s) or member(s) in the context of limited liability partnerships) (**Guarantor**) guarantees to the Supplier, whenever the Customer does not pay any of the amounts due under these terms or the Contract (**Guaranteed Obligations**) when due, to pay on demand such monies without counterclaim or set off.
- 10.2 The Guarantor as principal obligor and as a separate and independent obligation and liability from his obligations and liabilities under these terms agrees to indemnify and keep indemnified the Supplier in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Supplier arising out of, or in connection with, the Guaranteed Obligations not being recoverable for any reason or any failure of the Customer to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.
- 10.3 The Guarantor acknowledges that he or she has had the opportunity to seek independent legal advice in respect of this clause 10.

**11. FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

**12. GENERAL**

**12.1 Assignment and other dealings.**

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

**12.2 Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or fax.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**12.3 Severance.**

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed

modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 12.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.5 **References.** The Customer shall provide upon request details of referees acceptable to the Supplier for the purposes of the Supplier checking the Customers credit worthiness. The Customer confirms and irrevocably consents to the Supplier contacting such referees and carrying out credit searches against it from time to time.
- 12.6 **Debt recovery.**
- 12.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.
- 12.8 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 12.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
- 12.10 **Dry riser service agreements.** These terms are connected to any Dry Riser Service agreements or install agreements that have been duly signed and are bespoke to the specific job. In the meantime, all of our legal rights remain fully reserved.
- 12.11 **Payments terms** are strictly 14 days from the date of invoice, unless special arrangements have been made. The Company reserve the right to apply a charge of 8% per annum, above the Bank of England Base Rate to any overdue payments. In the event of non- payment the fees from the Company's Collection Agency, of 17.5% will be added to the original invoice amount.
- 12.12 All works to confirm strictly to current health and safety Asbestos regulations. All materials removed will be in sealed in labelled Asbestos bags or wrapped in heavy gauge polythene and taken to an authorised landfill site for safe disposal in accordance with environmental agency requirements.

#### **ADDITIONAL DRAINAGE TERMS AND CONDITIONS**

1. VAT - All costs are subject to VAT which is charged at 20%
2. Access - All manholes must be accessible with vehicular access being available where necessary and access points to all blind connections.
3. Delay - The prices quoted are upon the assumption that out engineers can commence work upon arrival at site, that continuity of work can be achieved and that the work is to take place on a non-emergency basis, unless otherwise stated, if downtime is experienced due to circumstance beyond our control, the pro-rata charges will apply
4. Variations - The prices offered are for the work described only and do not include any additional works which may become apparent or necessary once the authorised operation has commenced. Should such a situation arise, we reserve the right to re- negotiate our quotation.
5. Seized Covers - Should there be a risk of permanent damage to any manhole cover or access point owing to a lack of maintenance or poor instillation or seizure then the defect will be recorded, a report submitted detailing the extra work required to enable necessary work to be conducted from the location or locations in question.
6. Confined Space - Should we be required to enter any confined space as defined by Health & Safety at Work Act or any manhole chambers deeper than 1.2metre's, then we reserve the right to amend our quotation to include the required safety equipment to satisfy Health & Safety legislation, unless specific provision has been made within our quote.
7. Rates - Quoted charges have been based upon normal working hours, Monday to Friday 08:00 to 17:00 unless otherwise stated.

8. Contamination - Unless otherwise stated, charges for any high-pressure water jetting clearance Levels activities included within the proposal are based upon the removal of silt (maximum average 5% - 15% contamination), loose scale and encrustation with the pipework. Should we encounter any extraordinary object(s) requiring special equipment or techniques, we will advise you immediately and we reserve the right to re-negotiate a further charge for the extra work.
9. Investigation - In the event we locate and problem area(s) of drainage requiring further investigations which prevents us from completing the work to any area, a separate report will be submitted. This will detail our findings together with recommendations for remedial action together with the associated cost implications.
10. Utilities - Our quotation is subject to sufficient access and provision of an adequate water and power supply.
11. Weather restrictions – We may have to withdraw from site if weather conditions are delaying progress, if the client insists, we can continue but an additional day rate will be applied at £850.00 per day after our scheduled completion date.
12. Unknown Variables – Should any unknown variables be discovered such as, high water table, unregistered wells or sewers or undetectable services that delay the progress of our works we will apply an additional day rate at £850.00 per day after the scheduled completion date.
13. Any bookings made must be cancelled at least 24 hours prior to our attendance, if not a £150+VAT abortive fee may be charged (including specially constructed materials if applicable at extra cost). This abortive fee also applies to engineers being unable to carry out work due to stipulations in quoted works not being completed ahead of attendance.
14. Concrete Works Unless otherwise specified in the quotation, all pricing allows for the removal to the depth of 100mm. If reinforced concrete is encountered and it was not clearly stated in the quotation, the company reserves the right to review and amend the quoted price accordingly. All removal of reinforced concrete is subject to variation based on the conditions identified during the initial breakout phase.
15. Client/Third-Party Measurements Where measurements are provided by the client or another contractor and we are unable to verify them ourselves, the company reserves the right to charge for any materials ordered that cannot be returned or reused due to incorrect measurements. Any quotations based on such measurements are subject to variation should discrepancies arise.
16. Parking facilities must be provided for our attending engineers. If this is not possible and they are required to park outside the premises in order to carry out the works, any associated parking costs—including permits, parking charges, or Penalty Charge Notices (PCNs)—will be chargeable to the client.

#### **ADDITIONAL ASBESTOS TERMS AND CONDITIONS**

1. Cancelled/Aborted Works on Arrival - If asbestos removal works cannot proceed upon arrival to site due to circumstances outside our control—including but not limited to lack of access, incomplete enabling works, presence of other trades, unsafe conditions, unsealed work areas, or absence of required permits, documentation, or client approvals— a cancellation charge will apply.
2. Compliance-Driven Abortions - Where works are halted because site conditions prevent us from meeting statutory requirements (e.g., inadequate segregation, insufficient clearance of non asbestos items, live services, or failure to provide a safe working environment), the visit will be deemed an aborted attendance.
3. We reserve the right to withdraw operatives immediately where continuing would breach CAR 2012, HSE guidance, or our licence conditions (where applicable).
4. Charge Basis – A minimum of £325.00 (per supervisor) and £225.00 (per operative) call-out fee will be invoiced to cover labour, travel and administrative costs. Time spent on site awaiting resolution (where agreed) will be charged at the standard hourly rate. Any plant, RPE, decontamination units, airlocks, or third-party services (e.g. analytical attendance) booked specifically for the works may be recharged in full if non-refundable
5. Analyst Attendance – If an analyst has been pre-booked for air monitoring, four-stage clearance, or reassurance testing, and works are cancelled or aborted, the full analyst fee may be chargeable.
6. Rescheduling – Works will be rescheduled once the identified issues have been rectified. Revised dates are subject to operational availability and may affect programme durations
7. Liability – We accept no liability for delays, additional costs, or consequential impacts arising from cancelled or aborted works where the cause is outside our control
8. All Asbestos Works will be carried out in accordance with CAR 2012 Asbestos Regulations
9. All asbestos-containing waste generated during the works shall be handled, packaged, labelled, transported, and disposed of strictly in accordance with the Control of Asbestos Regulations 2012 and the Hazardous Waste Regulations.
10. Waste quantities stated are estimates only and may vary once works commence.
11. Any increase in waste volume, additional waste streams identified, or changes to disposal requirements may result in revised costs and programme adjustments.
12. The client is responsible for ensuring that all pre-existing asbestos information provided is accurate and complete.
13. Any undisclosed or newly discovered asbestos materials encountered during the works will be treated as variation.



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Signed for and on behalf of the Supplier KD Drainage and Asbestos LTD

.....  
Signed for and on behalf of the Customer and for and on behalf of themselves for the purposes of clause 10