

Terms and Conditions

Interpretation

In these conditions:

'CLIENT' means the person who accepts a quotation of the Company for the provision of the Services or whose order for the Services is accepted by the Company.

'COMPANY' means Riverside Environmental Services Ltd (registered in England under number 04620034).

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Client and the Company.

'CONTRACT' means the contract between the Client and the Company for the provision of the services which will incorporate these Conditions.

"OUTPUT MATERIAL" means data, drawings, plans, documents, test results and other information prepared by the Company in relation to the Services.

'SERVICES' means the provision of consultancy, testing, survey, training, inspection or other services for which the Company undertakes to perform for the Client under the Contract.

'WRITING' includes electronic mail, facsimile transmission and comparable means of communication.

Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

Basis of the sale

The Company shall provide the Services and the Client shall pay for the same in accordance with any written quotation or tender of the Company which is accepted by the Client, or any written order of the Client which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Client and the Company.

The Company's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Company in Writing. In entering into the Contract the Client acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

Orders and specifications

No order submitted by the Client shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative.

The Client shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Client, and for giving the Company any necessary information relating to the Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

The Company reserves the right to make any changes in the specification of the Services which are required to conform with any safety or other statutory requirements.

No order which has been accepted by the Company may be cancelled by the Client except with the agreement in Writing of the Company and on condition that the Client shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as the result of cancellation.

The Company shall use all reasonable endeavours to meet any performance dates specified in the Contract, but any such dates shall be

estimates only and time shall not be of the essence for performance of the Services.

Assignments and Sub-Contracting

The Company will perform the Services using its own staff. However, the Company reserves its right to sub-contract the whole or part of the work and will notify the Client accordingly.

Price of Services

The price of the Services shall be the Company's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Client, after which time they may be altered by the Company without giving notice to the Client.

The Company reserves the right by giving notice to the Client at any time before commencement of the Services, to increase the price of the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), or any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.

Value Added Tax ("VAT") will be added to all charges at the rate applicable at the tax point at the time of invoice. Where the Client is registered for VAT within the European Union but outside the United Kingdom the work will be zero-rated provided the Company has been notified of the Client's VAT registration number.

If the Client is not registered or the Company has not been so notified prior to the time of invoicing, VAT at the rate applicable at the tax point shall become payable.

Terms of payment

Subject to any special terms agreed in Writing between the Client and the Company, the Company shall be entitled to invoice the Client for the price of the Services on or at any time after commencement of the same.

The Client shall pay the price of the Services and all VAT thereon where applicable (but without any other deduction) within 30 days of the date of the Company's invoice in pounds sterling. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

If the Client fails to make any payment on or before the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

- (a) cancel the Contract or suspend any further provisions of the Services to the Client. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the Services;
- (b) under the Late Payment of Commercial Debts (Interest) Act 1998, charge the Client interest. Such interest shall accrue from the due date until actual payment (both before and after any judgement) on the amount unpaid, at the rate the higher of 4% per annum above base rate from time to time or the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
- (c) charge the Client the costs of recovery of any outstanding amount including legal costs and disbursements and charge any bank charges incurred on representing cheques or requesting special clearance thereof.

Force Majeure

The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any events, circumstances or causes beyond the Company's reasonable control.

Accuracy

Any results provided by the Company comprising advice data and conclusions are based on information supplied by the Client and evidence known at the time to the Company. The Client shall supply all necessary

information, data, drawings and items necessary within the timescale required by the Company and shall arrange, at the Client's expense and risk, for the conveyance of all test items to and from the Company's laboratories unless the conveyance of samples and other items is specified as being within the Company's responsibilities in the Contract.

All data provided, conclusions reached, or recommendations made by the Company rely on scientific and engineering concepts disciplines and procedures used or adopted by the Company and the Company does not warrant that the same will necessarily be achieved by other parties, or that such conclusions or recommendations will necessarily be valid in circumstances other than those of which the Company has direct experience. All results are believed to be accurate and reliable subject to the limitations of normal experimental uncertainties.

Any report produced by the Company for the benefit of the Client relates solely to the goods or samples reported on and not bulk from which the goods or samples were drawn.

Confidentiality and Intellectual Property

The property, and any copyright, design rights or other intellectual property rights in any Output Material shall, unless otherwise agreed in Writing between the Client and the Company, belong to the Company, but the Client shall be entitled to use the Output Material for the purposes of utilising the Services by way of an exclusive licence, subject to payment in full of all sums payable under this contract.

Any information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Company, and all Output Material or other information provided by the Company which is so designated by the Company shall be kept confidential by the Client; but the foregoing shall not apply to any documents or other materials, data or other information which either party is required to disclose by law or by statutory requirements or which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

The Output Material is prepared exclusively for the Client for the purposes of the Contract and may not under any circumstances be used by any third party. The Company is not liable for any Output Material so used and the Client shall indemnify the Company against all liability and loss, damages and expenses awarded against or incurred by the Company in connection with any claims by third parties in connection with such use of the Output Material.

While the Company is not aware, to the best of its knowledge, that any Output Material is in infringement of any design rights, copyright or other intellectual property rights of any third party, it does not give any particular warranty in this respect.

Warranty and Limitation of Liability

The Company warrants to the Client that it is accredited by appropriate bodies including UKAS for asbestos testing and inspection, and that asbestos services (with the exception of advice and consultancy) will be provided in accordance with the accredited procedures of UKAS.

Except as expressly provided in this Contract and so far as is permitted by statute all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded, and the Company shall not be liable 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 Services, (including any delay in providing or failure to provide the Services) whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.

The Services are provided to and for the benefit of the Client exclusively and all collateral warranties are hereby excluded. The Company shall not be liable to any third party who seeks to use the Services 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 Services whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.

The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

No liability is accepted by the Company for loss or damage howsoever caused to any goods or samples submitted for examination by the Client. Following examination of the goods or samples the remainder will only be returned to the Client upon written request. Unless the Company receives notice in Writing to the contrary the Company shall be entitled to dispose of all goods or samples within 6 months of the completion of the Contract.

Nothing in this Contract shall limit or exclude the Company's liability for death or personal injury resulting from the negligence of the Company or that of its employees or agents.

The entire liability of the Consultancy under or in connection with the Agreement, including interest claims, shall not exceed a multiple of 10 (ten) times the amount received by the Company for the provision of the Services under the Contract.

The Client shall indemnify and keep the Company indemnified against all costs, expenses, damage or other losses incurred or suffered by the Company as a result of any claims made against the Company due to the infringement of any regulation, enactment or legislation by the Client.

The Client is under a duty to mitigate any losses howsoever caused. The Client acknowledges and agrees that the limitation of liability contained in this clause is:

- (a) fair and reasonable;
- (b) reflected in the level of charges and of insurance cover carried by the Company; and
- (c) just and equitable having regard to the extent of the responsibility of the Company for any loss or damage suffered, on the basis that all other consultants, the contractor and any subcontractors who have a liability shall be deemed to have provided contractual undertakings to the Client on terms no less onerous than those contained in this Contract.

If the Client becomes aware of any circumstances which might lead to a claim against the Company under this Contract (whether as a result of a defect in the Services or Output Material, a potential claim against the Client by a third party (**TP Claim**) or otherwise) or if the Company is otherwise required to indemnify the Client under this Contract, the Client shall notify the Company in writing of any such claim or TP Claim immediately and prior to beginning any corrective or investigatory works, or allowing any such works to take place. The Client shall:

- (a) not, without prior consultation with the Company, incur any costs or expense relating to such claim or TP Claim;
- (b) allow the Company, at its own cost, to conduct all necessary investigations and necessary corrective works to resolve such claim or TP Claim;
- (c) allow the Company, at its own cost, to conduct all negotiations and proceedings and to settle the TP Claim, always provided that the Company shall obtain the Client's prior approval of any settlement terms, such approval not to be unreasonably withheld or delayed;
- (d) provide the Company with such reasonable assistance regarding such claim or TP Claim as is required by the Company, subject to reimbursement by the Company of the Client's reasonable costs so incurred; and
- (e) not, without prior consultation with the Company, make any admission relating to the TP Claim or attempt to settle it, provided that the Company considers and defends the TP Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Client into disrepute.

Publicity

The Company's name shall not be used in connection with the Contract for purposes of publicity, promotion or advertising without the prior Written approval of the Company. The Company may publish or join in publishing any description or illustration of the works with the prior consent of the Client.

Non-solicitation of Staff

The Client shall not solicit or entice away or seek to entice away from the Company to work for its business, whether as principal, agent, partner,

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director, employee, seconded or consultant, any person who is or was employed or engaged by the Company in providing the Services.

Should the Client be in breach of the above, then it shall pay to the Company a sum to cover the Company's reasonable losses in this matter.

Data Protection

The Company is registered under the Data Protection Act 1998 (Ref: Z1570885). The Company takes the security and privacy of your data seriously. We need to gather and use information or 'data' about you as part of our business and to manage our relationship with you. We intend to comply with our legal obligations under the Data Protection Act 2018 (the '2018 Act') and the EU General Data Protection Regulation ('GDPR') in respect of data privacy and security. We have a duty to notify you of the information contained in this policy.

The Company has a separate Policy and Privacy Notice in place for our clients. A copy of the Policy can be viewed at: riverside-es.com.

A Privacy Notice is enclosed for your signature and return.

The Company has measures in place to protect the security of your data in accordance with our Data Protection Policy. A copy of this can be obtained from: riverside-es.com.

The Company will hold data in accordance with our Records Management Policy (a copy of which can be found at riverside-es.com). The information is contained within our Data Protection Policy referred to above. We will only hold data for as long as necessary for the purposes for which we collected it.

How will we process your personal data?

The Company will process your personal data (including special categories of personal data) in accordance with our obligations under the 2018 Act. We will use your personal data for the provision of services to you and for related purposes including:

- a) if it is necessary for our legitimate interests (or for the legitimate interests of someone else). However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing, updating and enhancing client records;
- b) analysis for management purposes and statutory returns; and
- c) legal and regulatory compliance.

We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to disclose information to third parties. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

Dispute Resolution and Applicable Law

Any dispute or difference arising out of or in connection with this Contract shall be referable at the option of either party to adjudication. The person who is to act as the adjudicator shall be agreed between the Client and the Company or, failing such agreement within 14 days, nominated on the application by either party by the Chairman for the time being of the Asbestos Testing and Consultation Association or similar.

The contract shall in all respects be subject to and construed in accordance with English law and the Client submits to the exclusive jurisdiction of the English courts.

Events of Default, Termination, Repossession, Suspension

If:

- (a) the Client fails to pay any sums when due or otherwise materially breaches any of the terms of the Contract or any other terms agreed with the Company; or
 - (b) the Client is, or for statutory purposes is deemed to be or appears to be unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities (including contingent and prospective liabilities) or the Client otherwise becomes insolvent or suspends payment or threatens to do so or ceases to trade; or
 - (c) the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - (d) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client; or
 - (e) the Client ceases, or threatens to cease, to carry on business; or
 - (f) outside England and Wales anything corresponding to any of the above occurs; or
 - (g) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client;
- then in the above cases the Client shall notify the Company forthwith in Writing of such event and in all cases the Company may (at its discretion, whether or not it has received notice from the Client as aforesaid, and without prejudice to its other rights hereunder or otherwise) at any time by notice to the Client do any one or more of the following:-
- (a) terminate, cancel and/or rescind the Contract and other contracts with the Client;
 - (b) declare immediately due, payable and interest-bearing under the above any amounts owed by the Client to the Company under any contract;
 - (c) suspend the provision of any Services to the Client under the Contract or any other contract between the Company and the Client;
 - (d) require the customer to return any Output Material or other materials that have not been fully paid for. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - (e) proceed against the Client for any sums owing under the Contract and/or damages, as appropriate.

General

Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that 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.

No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

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

The parties acknowledge that, except as specifically provided in this Contract, it is not their intention that any third party shall be entitled to enforce any term of this Contract which may confer a benefit on that third party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.