F2.3 - Standard terms

1.0 Interpretations and definitions

1.1 *BAS* means *Bridgend Asbestos Services Ltd*, company number 4817052, whose registered office is at 41 Chestnut Drive, Porthcawl, Bridgend, CF36 5AD.

1.2 *Client* means the person, company or other body to whom the Quotation is addressed.

1.3 *Services* means the inspection, testing and consultancy described in the Quotation which *BAS* has agreed to undertake and any subsequent amendments agreed with the *Client*.

1.4 *Work* means any reports, drawings or other documents that have been developed and produced as part of the *Services* offered whether by or on behalf of *BAS* but does not include proprietary software.

2.0 These Standard Terms and the Quotation comprise all the Terms and Conditions of this Agreement between *BAS* and the *Client*, which shall be construed in accordance with the law of England and Wales and subject to the jurisdiction of the Courts of England and Wales. In the event of any conflict the Quotation shall prevail.

3.0 Quotation values and rates are valid for 3 months. After this period, *BAS* reserve the right to re-evaluate the fee.

4.0 An invoice will be raised monthly or on completion of the *Services* and payment shall be due 30 days from the invoice date. The *Client* shall not withhold payment of the whole of an invoice on the basis that part is disputed. *BAS* reserve our statutory right to claim interest and compensation for debt recovery costs under late payment legislation if we are not paid according to the agreed credit terms. We do not accept payment on a "pay when paid" basis.

5.0 Intellectual Property Rights in all Work shall remain vested in BAS, provided always that the Client has paid all due BAS fees he shall have a licence to copy and use such Work for purposes connected with the Services and for no other purpose.

6.0 Cancellation. Cancellation fees may be charged if *Services* are cancelled with less than 24 hours notice. In the event that written notice of cancellation is received prior to completion of the *Services* then *BAS* shall be entitled to be paid for all hours expended at the agreed applicable rates or as a proportion of the agreed fee. *BAS*'s entitlement to any contingent fees shall remain irrespective of any cancellation pursuant to this clause.

7.0 Conflict of interest. If in *BAS*'s opinion a conflict of interest has arisen in the course of carrying out the *Services*, including by reason of change in the *Client*'s ownership, *BAS* will give immediate written notice of cancellation. Unless otherwise agreed, *BAS* shall be entitled to be paid for all hours expended to the date of withdrawal.

8.0 Liability. *BAS*'s liability shall be limited to the extent of any loss, damages, injury, expenses, costs (including legal costs) that are directly caused by the failure of *BAS* to carry out the *Services* in accordance with Clause 1.3. If the *Client* becomes aware of circumstances which might give rise to a claim against *BAS*, it is a condition precedent to the liability of *BAS* that the *Client* shall give notice of such circumstances to *BAS* within sixty days of the *Client* becoming aware of them. Neither party shall be liable to the other for any loss of profit, loss of revenue, business interruption, or any indirect or consequential losses incurred by the other party, whether caused by negligence, breach of duty (statutory or otherwise), breach of contract or otherwise and whether or not such losses were foreseeable at the time of entering this agreement. Our total aggregate liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed 100% of the total fees paid or payable by you to us for the specific services giving rise to the claim.

9.0 Poaching. During the term of the *Services* and for a period of 12 months from the date of completion of the *Services* the *Client* shall not without *BAS*'s agreement contrive to employ other than through *BAS* any *BAS* employee or former employee engaged on the *Services*.

10.0 Disputes.

10.1 Amicable Settlement. The *Client* and *BAS* shall use their best efforts to negotiate in good faith and settle amicably any dispute or difference that may arise out of or in connection with this Agreement. If this fails then at the election of either party the matter may be submitted for resolution by adjudication or arbitration.

10.2 Adjudication. Either party may give notice at any time of his intention to refer the dispute or difference to adjudication in accordance with the CIC Adjudication Rules. The decision of the adjudication shall be binding upon the parties until the dispute is finally determined by arbitration or by agreement.

10.3 Arbitration. The dispute or difference may be referred by either party to the arbitration of a sole arbitrator to be appointed in accordance with s.16 (3) of The Arbitration Act 1996 ('the Act') or failing which to be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators. The seat of such arbitration being hereby designated as England and Wales. The arbitration will be regarded as commenced for the purpose set out in s.14 (1) of the Act when one party sends to the other a notice to concur in the appointment of an arbitrator. Any dispute as to the contractual obligation to comply with an adjudicator's decision pursuant to clause 16.2 shall not be referred to arbitration. The arbitrator shall decide the dispute according to the substantive laws of England.

11.0 Confidential information. *BAS* has a commitment of confidentiality to our clients and no information will be shared or placed in the public domain unless the relevant permissions are gained or the information has already been made publicly available by the client. The exception to this is when we are required by law or authorised by contractual commitments to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided. Information about the client obtained from sources other than the client (e.g. complainant, regulators) shall be treated as confidential.