

# **Business Terms & Conditions**

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## Business Terms & Conditions

### 1. Definitions

In these Conditions, the following terms will have the following meanings:

**'CLIENT'** means the person(s), organisation or company purchasing the Services from CARMA UK CONSTRUCTION LIMITED

**'CARMA UK CONSTRUCTION LIMITED'** means CARMA UK CONSTRUCTION LIMITED (registered in England and Wales under number 12679591) its divisions, subsidiaries or authorised agents and any other marketing or trade names in use

**'CONDITIONS'** means the terms & conditions set out in this document

**'CONTRACT'** means the Conditions, Order Acknowledgement and the Quotation

**'DELIVERABLES'** means data, drawings, plans, documents, test results and other information (including, without limitation, the Report) prepared by or on behalf of CARMA UK CONSTRUCTION LIMITED in connection with the supply of the Services

**'INTELLECTUAL PROPERTY RIGHTS'** means any copyright, patent, registered design, design rights, utility models, trademarks, trade secrets, know how, database rights, confidential information or any other intellectual property rights of whatever nature registered or unregistered subsisting anywhere in the world

**'QUOTATION'** means any quotation, tender or proposal issued by CARMA UK CONSTRUCTION LIMITED

**'PRICE'** means the price specified as such in the Quotation or as otherwise amended by the parties in accordance with clause 4.4 of these Conditions

**'REPORT'** means the document prepared by CARMA UK CONSTRUCTION LIMITED reporting on the results of an survey undertaken in respect of the Site

**'SERVICES'** means the services set out in the Quotation or as otherwise amended by the parties in accordance with clause 4.4 of these Conditions

**'SITE'** means the site stipulated as such in the Quotation

**'AUTHORISED REPRESENTATIVE'** means the Managing Director or his nominated deputy

**'CONTAINER'** means any container, receptacle, skip or tanker used for the storage, removal, transportation or disposal of Waste materials

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### 2. Applicability of Terms and Conditions

- 2.1. In the event of conflict between the terms in the Quotation and these Conditions, the terms in the Quotation shall prevail.
- 2.2. The Quotation sent to the Client by CARMA UK CONSTRUCTION LIMITED will be deemed to be an offer by CARMA UK CONSTRUCTION LIMITED to supply the Services subject to the Conditions. The Client will be deemed to have accepted CARMA UK CONSTRUCTION LIMITED's offer upon CARMA UK CONSTRUCTION LIMITED receiving authorisation from the client via email, purchase order or letter.
- 2.3. If one or more of the provisions of the clauses contained herein becomes invalid, illegal or unenforceable in any respect under English law the validity and enforceability of the remaining provisions shall not be impaired in any way.

### 3. Jurisdiction

- 3.1. These Terms & Conditions and any Contract between CARMA UK CONSTRUCTION LIMITED and The Client will be subject to and constructed in accordance with English Law and English Courts shall have sole jurisdiction.

### 4. Contracts

- 4.1. The Contract shall contain the whole agreement between the parties in respect of the works and shall supersede any prior written or oral agreement or negotiations between them concerning said works.
- 4.2. The Client shall not assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Contract or these Terms & Conditions, without the prior written consent of CARMA UK CONSTRUCTION LIMITED.
- 4.3. CARMA UK CONSTRUCTION LIMITED reserves the right to, at any time, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner, with all or any of its rights the Contract or these Terms & Conditions, and may subcontract or delegate in any manner any or all of its obligations thereof to any third party or agent.
- 4.4. Any variations or alterations to CARMA UK CONSTRUCTION LIMITED Terms & Conditions or any waivers granted for breaches thereof must be agreed in writing by an Authorised Representative of CARMA UK CONSTRUCTION LIMITED.
- 4.5. No terms & conditions endorsed on, delivered with, or contained within the Client's instruction, purchase order, order confirmation, specification or other document will form part of the Contract unless it meets the criteria of clause 4.4.
- 4.6. Any waiver granted by CARMA UK CONSTRUCTION LIMITED to The Client for any breach of and/or default under of any provision of the Contract shall not be deemed a waiver of any subsequent breach and/or default and shall not affect the other Terms of the Contract in any way.
- 4.7. The Client shall provide free of charge all relevant and available information necessary for CARMA UK CONSTRUCTION LIMITED to fulfil its duty under the Contract. CARMA UK CONSTRUCTION LIMITED will not accept, and The Client shall indemnify CARMA UK CONSTRUCTION LIMITED against, any liability for loss, expense, damages or injury of any kind that arises as a consequence, in whole or in part, of any inadequate, misleading or insufficient information provided to it by The Client.
- 4.8. Any delays in, or failure of CARMA UK CONSTRUCTION LIMITED to enforce any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 4.9. Any instruction or order placed with CARMA UK CONSTRUCTION LIMITED by The Client shall demonstrate their acceptance of these Terms & Conditions

### 5. Variation

- 5.1. In the event that the Client wishes to vary the scope of the Services, the Client will notify the Company in writing of the variation. On receipt of the Client's written notification, the Company will provide the Client with a written estimate of:
  - 5.1.1. the likely time required to implement the variation;
  - 5.1.2. any change to the Price arising from the variation; and
  - 5.1.3. any other impact of the variation on the terms of the Contract.
- 5.2. In the event that the Client wishes the Company to proceed with the variation (referred to in clause 5.1), the Company has no obligation to do so unless the parties have agreed in writing on the variations to the Price, the Services and any other relevant terms of the Contract to take account of the variation.
- 5.3. The Client acknowledges that the Company may charge a reasonable fee for assessing the variation requested by the Client pursuant to clause 5.1.

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### 6. Contract Termination

- 6.1. The Client has the right to cancel this contract within 14 days with no penalty unless a written waiver is agreed with CARMA UK CONSTRUCTION LIMITED. After such period or where a written waiver is signed by the Client:
- 6.2. The Client may not cancel The Contract without the written consent of CARMA UK CONSTRUCTION LIMITED. CARMA UK CONSTRUCTION LIMITED reserves the right, upon consent being given, to levy a cancellation charge of a minimum of 10% of the Contract value to cover any losses CARMA UK CONSTRUCTION LIMITED may incur due to the cancellation.
- 6.3. CARMA UK CONSTRUCTION LIMITED shall be entitled, without prejudice to any other rights or remedies, and without liability to The Client, to cancel any works in the event of circumstances as described (but not limited to) those contained in clause 13.5 and its sub-clauses.
- 6.4. CARMA UK CONSTRUCTION LIMITED reserves the right, without prejudice to any other rights or remedies, and without liability to The Client, to terminate any Contractual agreement with The Client if The Client fails to make applicable payments as outlined in clause 9.11.
- 6.5. CARMA UK CONSTRUCTION LIMITED reserves the right, without prejudice to any other rights or remedies, and without liability to The Client, to terminate any Contractual agreement with The Client if The Client:
  - 6.5.1. Makes any voluntary arrangement with its creditors, proposes to enter into, or enters into administration, is unable to pay its debts as they become due, applies to a Court to suspend enforcement action against it, is dissolved, becomes insolvent, goes into liquidation, enters into a trust deed or voluntary arrangement for the benefit of its creditors, or if the equivalent occurs under any jurisdiction.
  - 6.5.2. Is subjected to the appointment of an administrator or receiver over (or if a collection agency takes possession of), any of The Client's property or assets.
  - 6.5.3. Fails to make payment or threatens to cease or ceases to carry on business.
  - 6.5.4. CARMA UK CONSTRUCTION LIMITED reasonably considers that any of the above is likely to occur and informs the Client of such.
- 6.6. In the event of a cancellation in accordance with this clause any outstanding gross amount due to CARMA UK CONSTRUCTION LIMITED by The Client shall become immediately payable in accordance with these Terms & Conditions regardless of any prior agreement to the contrary.

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### 7. General

- 7.1. Where the Client is a limited company the signature or written instruction of any person purporting to sign with the authority of The Client shall be binding and The Client shall be liable to comply with the Contract including these Terms & Conditions.
- 7.2. Unless stated otherwise within CARMA UK CONSTRUCTION LIMITED Quotation all works undertaken by CARMA UK CONSTRUCTION LIMITED shall be carried out within normal working hours, defined as Monday to Friday from 8:00 to 17:00.
- 7.3. CARMA UK CONSTRUCTION LIMITED may, from time to time and without notice, change these Terms & Conditions in order to comply with any statutory requirements or to reflect changes in its policy.
- 7.4. The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 8. Pricing

- 8.1. All prices submitted to The Client by CARMA UK CONSTRUCTION LIMITED are:
  - 8.1.1. Subject to V.A.T at the current rate.
  - 8.1.2. Not inclusive of scaffolding, water or power unless otherwise stated.
  - 8.1.3. Not inclusive of reinstatement and making-good unless otherwise stated.
  - 8.1.4. Not inclusive of any parking, toll or dispensation charges unless otherwise stated.
  - 8.1.5. Exempt from any retention, take-off or discount unless confirmed in accordance with clause 4.4
  - 8.1.6. Prices remain fixed for a period of two months from the date of the Quote. After this period has lapsed Carma UK Construction Limited shall be entitled to make any reasonable variations to the price in order to account for any increase in the cost of any of the components of the original price.
  - 8.1.7. Quotations provided by CARMA UK CONSTRUCTION LIMITED are provided on the basis that full access shall be given by The Client to carry out the works within normal working hours as defined in clause 7.2. If such access is not available CARMA UK CONSTRUCTION LIMITED shall be entitled to make additional charges in accordance with these Terms and Conditions for any loss, expense or damages incurred due to access being unavailable.

### 9. Payments and Overdue Accounts

- 9.1. Where credit is granted by CARMA UK CONSTRUCTION LIMITED to The Client, and unless otherwise agreed in accordance with clause 4.4, all payments are due within the period specified on the invoice.
- 9.2. CARMA UK CONSTRUCTION LIMITED reserves the right at its absolute discretion to refuse to grant credit.
- 9.3. Failure to pay by the due date shall entitle CARMA UK CONSTRUCTION LIMITED to suspend delivery of all pending or future orders.
- 9.4. CARMA UK CONSTRUCTION LIMITED reserves the right at its absolute discretion to demand immediate payment of any account at any time whether due or not and to take legal action to recover the debt and costs.
- 9.5. CARMA UK CONSTRUCTION LIMITED reserves the right to request interim payment during all works exceeding £10,000 in value (inclusive of V.A.T) and/or two weeks in duration, for material and labour costs incurred.
- 9.6. The Client agrees to make such payments in regards to clause 9.5 within 14 calendar days of application by CARMA UK CONSTRUCTION LIMITED. If such payment is not made by The Client CARMA UK CONSTRUCTION LIMITED reserves the right to suspend or abandon the works and remove all provided materials, labour and equipment from site.
- 9.7. CARMA UK CONSTRUCTION LIMITED reserves the right to charge The Client interest on overdue accounts.
- 9.8. Interest on overdue accounts is charged at a rate equal to 5% of the total Contract value, which shall compound daily until payment is made.
- 9.9. CARMA UK CONSTRUCTION LIMITED reserves its statutory right under the Late Payment of Commercial Debts and Interest Act (1998) to claim interest and compensation for debt recovery fees incurred by CARMA UK CONSTRUCTION LIMITED if The Client fails to keep payments in accordance with CARMA UK CONSTRUCTION LIMITED credit terms.
- 9.10. CARMA UK CONSTRUCTION LIMITED may at any time without prejudice to any other rights and remedies available to it, set off any amount owed to it by The Client against any amount payable by CARMA UK CONSTRUCTION LIMITED to The Client.
- 9.11. Where the Client is not an approved CARMA UK CONSTRUCTION LIMITED account customer in good standing, CARMA UK CONSTRUCTION LIMITED reserves the right to require payment, in part or in full, in advance of the commencement of any works on behalf of The Client.

### 10. Insurance

- 10.1. The Company will maintain public/products liability insurance for a minimum amount of £1,000,000 per claim during the course of the Services.

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### 11. Warranties

- 11.1. CARMA UK CONSTRUCTION LIMITED warrants to The Client that it will use reasonable skill, care and diligence whilst undertaking the Service.
- 11.2. The Client warrants to Carma UK Construction Limited that all information provided by The Client pursuant to the terms of the Contract is true, accurate and not misleading.
- 11.3. The Client warrants that it has obtained all requisite environmental licenses required by and environmental law.

### 12. Indemnities

- 12.1. The Client shall indemnify and keep CARMA UK CONSTRUCTION LIMITED indemnified against all costs, expenses, damage or other loss incurred or suffered by CARMA UK CONSTRUCTION LIMITED as a result of any claims made against CARMA UK CONSTRUCTION LIMITED due to the infringement of any regulation, enactment or legislation by the Client.
- 12.2. The Client shall indemnify and keep CARMA UK CONSTRUCTION LIMITED indemnified against all costs, expenses, damage or other loss incurred or suffered by CARMA UK CONSTRUCTION LIMITED as a result of the Client breaching its obligations under the Contract.
- 12.3. The Client shall indemnify CARMA UK CONSTRUCTION LIMITED against any costs or expense suffered or incurred by CARMA UK CONSTRUCTION LIMITED that arises by virtue of any breach by the Client of any environmental law or environmental license.

### 13. The Works

- 13.1. The Client shall make the site available and provide unrestricted access to Carma UK Construction Limited from the commencement date through to completion of the works.
- 13.2. CARMA UK CONSTRUCTION LIMITED shall carry out and complete the works within the Contract period outlined within the Order Acknowledgement, subject to any extension or adjustment agreed by CARMA UK CONSTRUCTION LIMITED and issued by The Client, with the exception of minor defects or works of a minor nature.
- 13.3. The Client shall provide all resources necessary for CARMA UK CONSTRUCTION LIMITED to perform its duty in fulfilling the Contract.
- 13.4. CARMA UK CONSTRUCTION LIMITED shall be entitled to a time extension in response to, and The Client shall indemnify CARMA UK CONSTRUCTION LIMITED against, any delays to the works due to circumstances beyond the control of CARMA UK CONSTRUCTION LIMITED. This includes but is not limited to:
  - 13.4.1. Adverse weather conditions.
  - 13.4.2. Civil disruption, war, riots, industrial actions such as strikes or lockouts, terrorism or the threat thereof.
  - 13.4.3. Traffic jams, accidents, congestion, vehicular or equipment failure that could not reasonably have been anticipated.
  - 13.4.4. Computer or telecommunications failure.
  - 13.4.5. The Clients instruction, or obstruction of the work by means including but not limited to:
    - 13.4.5.1. The scheduling of other works by The Client or third party, local authority or statutory body.
    - 13.4.5.2. Failure of The Client to make the site available or to provide the prerequisites described in clause 14 and its sub-clauses.
  - 13.4.6. Delays in obtaining the required statutory approvals.
  - 13.4.7. The inability of CARMA UK CONSTRUCTION LIMITED to arrange the required labour or materials.
  - 13.4.8. Suspension of the work by The Client, local authority or statutory undertaker.
  - 13.4.9. Suspension of the work by CARMA UK CONSTRUCTION LIMITED in accordance with these Terms and Conditions.
- 13.5. The Client shall accept responsibility for the disconnection and/or isolation of live services within the work areas unless otherwise agreed in advance with Carma UK Construction Limited.
- 13.6. The Client shall ensure that it and its subcontractors and any other representatives comply with the CARMA UK CONSTRUCTION LIMITED Health & Safety Policy.

### 14. Service Specific Terms & Conditions

#### 14.1. Asbestos Surveying and Sampling

- 14.1.1. The Client shall provide opportunity for CARMA UK CONSTRUCTION LIMITED to undertake a site walkthrough with The Client prior to providing a quotation, in order that the full requirements of the Client are clearly and unambiguously identified, including the presence of any difficult to access areas. If the Client does not meet the criteria of this clause, or if the requirements identified prior to the quotation are expanded or altered, The Client will accept liability to CARMA UK CONSTRUCTION LIMITED for any additional reasonable fees associated but not limited to extended labour, administrative, material, access, sampling and mobilisation costs.
- 14.1.2. In the case of refurbishment and/or demolition surveys it may be necessary to access behind asbestos containing materials. In most cases this work will require a licensed asbestos contractor. Where the presence of such materials is not made clear to CARMA UK CONSTRUCTION LIMITED and specifically allowed for within the Quote the Client will accept liability to CARMA UK CONSTRUCTION LIMITED for any additional reasonable costs incurred in arranging controlled access. Such circumstances may also require a 14-day notification. In this event the Client will indemnify CARMA UK CONSTRUCTION LIMITED against any liability for loss, expense or damages that arise from any subsequent delays to completion of the survey, or to any other associated or subsequent works.
- 14.1.3. Survey report(s) are prepared with all reasonable skill, care and diligence within the terms of the Contract with the Client and within the limitations of the resources devoted to it by agreement with the Client. CARMA UK CONSTRUCTION LIMITED will not accept, and the Client will indemnify CARMA UK CONSTRUCTION LIMITED against, any liability for loss, expense, damages, or injury of any kind, which arises from any deficiencies contained within the report(s) that are the result in whole or in part of any limitations placed upon CARMA UK CONSTRUCTION LIMITED by the Client, or by any circumstances beyond the direct control of CARMA UK CONSTRUCTION LIMITED in performing this service including its inability to access areas during the survey.
- 14.1.4. Any areas not accessed during the survey shall be presumed to contain asbestos. The Client shall arrange access for CARMA UK CONSTRUCTION LIMITED to any such areas. Where the Client fails to provide such access, it accepts and indemnifies CARMA UK CONSTRUCTION LIMITED against, all risk and liability for any asbestos containing materials that are subsequently uncovered in any identified inaccessible or non-accessed areas.
- 14.1.5. Pursuant to clause 4.7 the Client shall provide all relevant and available information concerning the site or area to be surveyed. CARMA UK CONSTRUCTION LIMITED Ltd shall not accept, and The Client shall indemnify CARMA UK CONSTRUCTION LIMITED against any liability for loss, expense, damages, or injury of any kind, which arises from any deficiency contained within the report(s) which are a result, in whole or in part, of any inadequate, misleading or insufficient information provided to it by The Client.
- 14.1.6. The Client accepts that all surveying or sampling prices provided by CARMA UK CONSTRUCTION LIMITED Ltd are exclusive of any revisits, or provisions for any additional tradesmen which may be required unless specifically stated otherwise.
- 14.1.7. CARMA UK CONSTRUCTION LIMITED cannot guarantee that all Asbestos Containing Materials will be detected during a survey either because of difficulty with accessing those materials or, in rare instances, when a surveyor misses something, and so the Client should ensure that any employees who are likely to disturb materials have Asbestos Awareness training. Due caution must always be taken when dealing with building materials and any suspect materials must be investigated prior to works proceeding.
- 14.1.8. All reasonable attempts will be made to access any areas covered by the scope of the type of survey being carried out. However, the following restrictions and limitations may apply.
- 14.1.8.1. The opening of electrical equipment (e.g. switch boxes), plant (e.g. boilers, heaters, air handling units and ducted systems) and hazardous installations (e.g. chemical containers) will be excluded unless the item is taken out of service and made safe.
  - 14.1.8.2. Areas where the following hazards are present will be excluded from the survey;
    - electrical
    - chemical
    - biological
    - excess noise
    - heights
  - 14.1.8.3. Lift shafts & cars and similar areas containing moving machinery will only be inspected if a qualified engineer is present.
  - 14.1.8.4. Flat roofs will only be inspected where guardrails are in place.
  - 14.1.8.5. Areas considered to be confined spaces will not be included in the survey.
- 14.1.9. During the survey standard hand tools only will be used to gain access through access points, wall cavities, service risers, ducts and other voids.

#### 14.2. Asbestos Removals

- 14.2.1. All licensed asbestos removal shall be carried out to within the clearance indicator as set by the Control of Asbestos Regulations (2012).
- 14.2.2. The Client will supply CARMA UK CONSTRUCTION LIMITED with:



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- 14.2.2.1. A safe, suitable and sufficient 240 and/or 110-volt electric supply.
- 14.2.2.2. A safe, suitable and sufficient pressurised water supply
- 14.2.2.3. Sole access to the work area and specified transit routes for the duration of the works.
- 14.2.2.4. A work area and transit route that are completely clear of all debris, loose items or furnishings which are not to be removed and disposed of as contaminated waste as an agreed element of the Quote for that work provided to The Client by CARMA UK CONSTRUCTION LIMITED.
- 14.2.2.5. Parking for a minimum of one unit and van, and/or skip as required. This shall be as close to the work area as is reasonably practicable
- 14.2.2.6. Welfare facilities including toilets, washing facilities and eating areas. If CARMA UK CONSTRUCTION LIMITED are required to supply a welfare unit an additional cost for the hire and mobilisation of such will be levied to The Client by CARMA UK CONSTRUCTION LIMITED.
- 14.2.3. Any delays or interruptions to the works pursuant to this clause, or which are not directly caused by circumstances within the control of CARMA UK CONSTRUCTION LIMITED shall result in day rate charge being levied to The Client at the standard rates of CARMA UK CONSTRUCTION LIMITED.
- 14.2.4. All prices are subject to approval of the Method Statement by the relevant authorities.
- 14.2.5. Works may be subject to a 14-day notification period to the Health and Safety Executive or relevant authority.
- 14.2.6. Any cancellation or rescheduling of the work subsequent to CARMA UK CONSTRUCTION LIMITED submitting an ASB5 which is not the directly caused by circumstances within the control of CARMA UK CONSTRUCTION LIMITED (as described in clause 13.4), will lead to an administrative charge of £100 plus V.A.T being levied to The Client by CARMA UK CONSTRUCTION LIMITED. This shall be in addition to any charges incurred under clause 14.2.3.
- 14.2.7. It is imperative for work where asbestos is being removed from the work area is adequately enclosed during the works. As such CARMA UK CONSTRUCTION LIMITED will not accept, and The Client shall indemnify CARMA UK CONSTRUCTION LIMITED against, any liability for any loss, expense or damages which result from any adhesive or expanding foam residues remaining on site which are a by-product of the construction of an enclosure or sealing of a work area.
- 14.2.8. Due care and diligence will be employed by CARMA UK CONSTRUCTION LIMITED during the course of the works, however, CARMA UK CONSTRUCTION LIMITED will not accept, and The Client shall indemnify CARMA UK CONSTRUCTION LIMITED against, any liability for damage caused to The Clients decorations.
- 14.2.9. Any items removed by CARMA UK CONSTRUCTION LIMITED as part of the works will not be reinstated unless specifically allowed for within the Quote.
- 14.2.10. CARMA UK CONSTRUCTION LIMITED will provide suitable warning signs and barrier tape as required for the works, but no provision has been made to segregate the work area with HERAS fencing, hoarding or similar unless specifically stated within the Quote.

### 14.3. Waste Removals

- 14.3.1. The Client must provide all information relating to the Waste as required by CARMA UK CONSTRUCTION LIMITED, including but not limited to information regarding its properties; and special precautions and legal requirements applicable to its handling, Labelling, Packaging, Carriage, Processing and Disposal
- 14.3.2. The Client must ensure that all Waste conforms to the information provided according to 14.3.1, subject to permissible tolerances as agreed in accordance with clause 4.4
- 14.3.3. The Client will permit CARMA UK CONSTRUCTION LIMITED to test the Waste at the Client's premises and/or take samples for analysis
- 14.3.4. The Quotation is based on the sample or information provided by either the Client or from a site audit and assumes that these are an accurate representation of the waste stream(s). Any opinions expressed by CARMA UK CONSTRUCTION LIMITED staff as to the classification of the materials as Hazardous or Non-Hazardous are given in good faith based on the information supplied; the current Hazardous Waste Regulations and supporting literature. It is the waste producers' legal responsibility to verify to their own satisfaction that the information supplied and recorded herein is accurate and correct.
- 14.3.5. Where waste is presented for transport the containers should be free from external contamination and be in a suitable condition for transport; stable, safe and poses no risk to people, the environment or property. Waste should be available for collection from a single location unless stated otherwise.
- 14.3.6. Access to waste should be on level ground suitable for the use of handling aids.
- 14.3.7. The Client must provide suitable and safe means of access, including vehicular access, to CARMA UK CONSTRUCTION LIMITED or its authorised representatives whilst on the Client's premises for the purposes of servicing, collecting or acceptance of the Waste.
- 14.3.8. The Customer shall notify CARMA UK CONSTRUCTION LIMITED, in writing, of any special site conditions and safe working procedures that could affect CARMA UK CONSTRUCTION LIMITED's obligations under the Contract and shall be responsible for the proper supervision of loading and/or collection of the Waste. CARMA UK CONSTRUCTION LIMITED reserves the right to refuse to service, dispose or accept any Waste if it reasonably considers that the work required might place at risk any person, vehicle, equipment, property or the environment.
- 14.3.9. CARMA UK CONSTRUCTION LIMITED will be under no obligation to accept any Waste until it is satisfied that the Client

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has complied with all requirements of the Contract.

- 14.3.10. CARMA UK CONSTRUCTION LIMITED may refuse to accept Waste that, for any reason, may cause CARMA UK CONSTRUCTION LIMITED to breach any statute, regulation, order, bye-law or Site License Condition or which, in the opinion of CARMA UK CONSTRUCTION LIMITED, is hazardous, unstable or a danger to the environment, persons or property.
- 14.3.11. The Quotation is based on the disposal point for the Waste remaining the same for the duration of the Contract. Should CARMA UK CONSTRUCTION LIMITED have to change the disposal point for any reason then the Quotation price will be renegotiated.
- 14.3.12. Where Labelling and/or Packaging and/or Carriage of the waste is by CARMA UK CONSTRUCTION LIMITED then title to the Waste will pass to CARMA UK CONSTRUCTION LIMITED at the point the Waste is removed from the Client's premises.
- 14.3.13. Any risk associated with the Waste will remain with the Client regardless of transfer of title on 14.3.7.
- 14.3.14. Any Containers/receptacles supplied by CARMA UK CONSTRUCTION LIMITED to the Client shall remain the property of CARMA UK CONSTRUCTION LIMITED at all times. They may be replaced by similar vessels. The Client shall not use the Containers to burn materials nor place any marking on them nor pass possession to a third party. The Client shall be responsible to CARMA UK CONSTRUCTION LIMITED for any loss or damage to Containers and for the cost of repairs and expenses resulting from the Client's failure to take reasonable care of the same.
- 14.3.15. The Client shall be responsible for placement and lighting of any Containers that are sited on a highway (whether public or private) or any public place, whether by CARMA UK CONSTRUCTION LIMITED on the Client's instruction or otherwise. The Client shall be responsible for obtaining all necessary permissions and licences under any Statute or Regulation (including those under the Highways Act 1980 or any other relevant or superseding legislation) and for ensuring observance of the terms and conditions thereof. The Client will ensure that the Container is safely and adequately sited and lit so as not to be a hazard.
- 14.3.16. Waste that does not conform to the description initially given by the Client may be rejected by the Waste Transfer Station. Any additional costs incurred as a result will be passed back to the Client.

### 14.4. Demolition and Related Services

- 14.4.1. The Client shall ensure that all relevant statutory approvals which are related to the work are obtained and shall accept liability for, and indemnify CARMA UK CONSTRUCTION LIMITED against, all fees and/or subsequent charges which may result of their failure to do so.
- 14.4.2. Any delays or interruptions to the works that are not directly caused by circumstances within the control of CARMA UK CONSTRUCTION LIMITED shall result in day rate charges being levied to The Client at the standard rates of CARMA UK CONSTRUCTION LIMITED. The Client shall indemnify CARMA UK CONSTRUCTION LIMITED against any liability for loss, expense or damages that result from such circumstances.
- 14.4.3. All Demolition prices are made on the basis that, unless specifically stated otherwise within the Quote:
  - 14.4.3.1. Foundation removal is not included.
  - 14.4.3.2. Disconnections of services are not included or are to be carried out by others.
  - 14.4.3.3. Welfare facilities, power and water supplies are not included or are to be provided by others.
  - 14.4.3.4. Access equipment is not included or is to be provided by others.
  - 14.4.3.5. Hazardous waste removal including asbestos is not included or is to be carried out by others.
  - 14.4.3.6. Fencing, hoarding, protection or segregation of the work area, propping and weather or waterproofing are not included or are to be provided / carried out by others.
  - 14.4.3.7. Oxypropane or acetylene burning, or diamond cutting or drilling is not included or is to be carried out by others.
- 14.4.4. If foundations are specified within the Quote but the depth is not specified the price will include for an average depth of 500mm.
- 14.4.5. No prices submitted to The Client shall be considered 'All Risk' unless specifically stated and confirmed by an Authorised Representative in accordance with clause 4.4.

## 15. Damages and Defects

- 15.1. CARMA UK CONSTRUCTION LIMITED will exercise reasonable skill and care to ensure that damage is not caused to the Client's property but shall accept no liability for any damage however arising unless it is clearly and incontrovertibly demonstrated that such damage was the direct result of the negligence of CARMA UK CONSTRUCTION LIMITED.
- 15.2. The Client acknowledges the right of CARMA UK CONSTRUCTION LIMITED to correct any agreed defect, damage or insufficiency and to address any reasonable complaint made by The Client.
- 15.3. If the Client prevents CARMA UK CONSTRUCTION LIMITED from taking appropriate remedial action The Client will become solely responsible for any subsequent remedial actions, regardless of whether or not these were agreed with CARMA UK CONSTRUCTION LIMITED prior to this prevention.

## 16. Loss and Expenses

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- 16.1. CARMA UK CONSTRUCTION LIMITED shall be entitled to reimbursement by The Client for any direct or indirect loss and/or expense it incurs as a result of any disruption of the works for reasons beyond its control. These will include without limitation:
- 16.1.1. Clause 13.5 and its sub-clauses.
  - 16.1.2. Suspension of the works by CARMA UK CONSTRUCTION LIMITED pursuant to clause 16, including remobilisation fees.
- 16.2. The provision of this clause is without prejudice to any other rights or remedies which CARMA UK CONSTRUCTION LIMITED may possess in relation to the recovery of any direct or indirect loss and/or expense incurred by CARMA UK CONSTRUCTION LIMITED.

## **17. Confidentiality**

- 17.1. CARMA UK CONSTRUCTION LIMITED and the Client will use all reasonable endeavours to keep confidential (and ensure that their employees and agents keep confidential) all information received by them relating to any part of the business and affairs of the other party provided that these obligations do not apply to information which is:
- 17.1.1. or becomes publicly known through no wrongful act of the party concerned; or
  - 17.1.2. required to be disclosed by an order of law or other binding authority; or
  - 17.1.3. disclosed to any adviser of either party bound by a professional duty of confidentiality.

## **17. Intellectual Property**

- 17.2. All Intellectual Property Rights and all other rights in the Deliverables are and will be owned by CARMA UK CONSTRUCTION LIMITED (or its third-party suppliers) and the Client will not at any time dispute ownership.
- 17.3. CARMA UK CONSTRUCTION LIMITED hereby grants the Client a non-exclusive license to use the Report strictly for its own purposes and to such extent as is necessary to enable the Client to make reasonable use of the Report

## **18. Publicity**

- 17.4. The Company's name shall not be used by the Client in connection with the Contract for purposes of publicity, promotion or advertising without the prior written approval of the Company.

## **19.**

- 17.5. The Company's name shall not be used by the Client in connection with the Contract for purposes of publicity, promotion or advertising without the prior written approval of the Company.

## Business Terms & Conditions

Date	1st April 2022
Review date	1st April 2023