

Asbestos Consultancy Standard Terms and Conditions

1. The Terms and Conditions detailed herein are general in nature and refer to all works, regardless of type carried out, or to be carried out, by UK asbestos specialists Limited, or any of the subcontract consultants, unless otherwise stated in the quotation for such works.
2. Work quoted for will be carried out following the receipt of a client order by UK asbestos specialists. Verbal orders will only be acted upon following the return of a UK asbestos specialists official order confirmation.

PAYMENTS

3. All prices quoted by UK asbestos specialists with a view to undertaking a contract, are exclusive of VAT.
4. All works will be invoiced before works are carried out, & subject to the same terms as section 5 of this document.
5. Payment must be received before any works commence, unless otherwise agreed in writing. Any works where:
 - i. the proposal form is not returned within 5 days of issue to confirm the acceptance of the proposal, can be cancelled or amended at our discretion or;
 - ii. payment has not been received will be cancelled before the site visit is due to commence;
6. UK asbestos specialists reserve the right to request part payment for works carried out, such as the preparation of documentation, if any non-payment of invoice is received within the stated times above.
7. UK asbestos specialists reserve the right to charge interest on the full invoice value of any overdue or non-payment invoice during dispute at a weekly rate of 6% above current base rate. Any external charges made to recover outstanding invoices will be passed on to the client.
8. UK asbestos specialists reserves the right to adjust prices quoted in its literature if necessary, after a 90 day period from publication of such literature, this will not affect fees already paid.

24 HOUR CONSULTANCY RETAINER

9. The definition of the 24 hour retaining consultancy services are:
 - i. Access to a 24 hour advice line operated by experienced and qualified consultants within the construction and asbestos industry, via telephone, fax or email;
 - ii. Response to queries within 2 hours of receipt of enquiry, where reasonably practicable if a consultant is not immediately available;
 - iii. Regular updates of service changes within the asbestos industry.
10. Information given will be subjective and based on the information received by the Client in connection with asbestos queries namely the Control of Asbestos Regulations 2006 any other legislation pertaining to asbestos matters.
11. It has been assumed that any query raised and answered is based on the client correctly assessing that the works and any persons receiving information or advice are appropriately qualified, trained and experienced to receive such guidance and act accordingly.
12. UK asbestos specialists will not and indeed cannot, make any representation or give any warranty or guarantee in connection with the advice given due to the subjective nature of the information received and expressly disclaim any liability or responsibility for damage or loss which may result from its use.
13. Any recommendations given are based on the authoritative information available at the time of responding and on good current engineering practice, but we are unable to take account of the future developments or legislation. The advice given does not relieve the user of the responsibility of understanding the requirements of the appropriate legislation.

ASBESTOS PROCEDURAL DOCUMENTATION

14. On dispatch of company procedural manuals and electronic method statements UK asbestos specialists draws it to the clients attention that receipt of files, forms, documents, plans, manuals and any other forms will be securely locked to prevent tampering by the client. It is not company policy to provide accessible electronic copies of procedural manuals, for any amendments item 15, below, will apply.
15. For all procedural manuals, forms, documents etc UK asbestos specialists will maintain these for the first year starting after the documents have been dispatched making any reasonable amendments as required to comply with HSE alterations to legislation or other ACoPs. Where substantial changes are made UK asbestos specialists reserve the right to charge accordingly to cover time and administration costs.
16. Where the procedural documentation is out of date, i.e. over 12 months old from date of first dispatch, can be amended as requested by the client and an administration charge will be made depending on the extent of the changes.
17. All clients when accepting any documentation from UK asbestos specialists must sign a copyright agreement form agreeing the documents are for their own use and will not be copied in any way for any other party other than the requirements of law. Any breaches of the copyright form, UK asbestos specialists have the right to charge accordingly or take legal action against the organisation breaching the said copyright.