

## **TERMS AND CONDITIONS – JANUARY 2020**

### **Definitions and interpretations:**

The following terms shall have the following meanings for the purposes of this agreement:

1. Services means those specified within the contractor's quotation or other documentation, subject to amendment.
- 1.1 Contractor means YELLOWSTONE ENVIRONMENTAL SOLUTIONS LIMITED.
- 1.2 Employer means the person or persons, firm or company for whom the works are to be carried out.
- 1.3 Operative means the person nominated by the contractor, to undertake the works.
- 1.4 Headings contained in this agreement are for reference purpose only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.
- 1.5 All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and successor in title to the parties.
- 1.6 Acceptance of the contractor's quotation, either by official order or by letter of intent, e-mail instruction is deemed to be acceptance of these Terms and conditions and legally binding.

### **Appointment:**

The Employer appoints the contractor to undertake the services in return for the payments.

### **Delegation:**

Not to delegate any duties or obligations arising under this agreement otherwise than may be expressly permitted under its terms.

### **Notice:**

To comply with the terms of any notice specifying a breach of the provisions of this agreement and requiring the breach to be remedied so far as it may be but nothing in this clause is intended to require the employer to serve notice of any breach before taking action in respect of it.

### **Employer's obligations:**

- 1.1 In consideration of the services to be rendered by the contractor under this agreement, the employer agrees to make the payments promptly without demand, deduction or offset.
- 1.2 Payment of the price and VAT shall be due within 30 days of the date of the invoice (unless agreed in writing by a Director of Yellowstone Environmental Solutions Limited). Time for payment shall be of the essence, interest on overdue invoices shall accrue from the date the payment becomes due from day to day until the date payment is received at a rate of 8% above the Bank of England base rate from time to time in force and shall accrue at such a rate after as well as before any judgement. In the event that the employer is acting in the course of a business, the contractor reserves the right to claim compensation for the late payment of commercial debts (interest) act 1998.
- 1.3 The Employer shall make available to the contractor the whole of the proposed working area (site) unless agreed by both parties in writing.

### **Cancellation:**

Prior to commencement of the works on site the Employer may cancel this agreement at any time by giving one week's written notice and then be liable for payment to the contractor for all works undertaken and all and any expenses incurred in preparing for the works. Upon

commencement of the works on site the Employer may not cancel this agreement, save as set out in Termination for Breach (below).

**VAT:**

- 1.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.
- 1.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

**Liability and Liquidated damages:**

1.1 The contractor shall not be liable to the employer for loss or damage to the employer unless due to negligence of the contractor.

1.2 In the event that the contractor is held to be in breach of its obligations under this agreement due to negligence, the parties agree that the contractor shall pay to the employer as and by way of agreed liquidated damages an amount equal to the price of the services provided by the contractor up to the date of the breach.

1.3 In the event that the employer disputes the work undertaken by the contractor, the employer must notify the contractor within 7 days of the works being carried out or within 7 days of receipt of invoice, whichever is the later. The employer is prohibited from disputing the works undertaken or the sums due after this 7-day period, save where the employer is dealing as a consumer.

1.4 Save as expressly referred to above and except where the employer is dealing as a consumer as defined (in the unfair contract terms act 1977 section 12 as amended and/or the unfair terms in consumer contracts regulations 1999, regulation 3(1) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the goods/services, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

1.5 For the sake of clarity, the contractor will not be held liable for any consequential losses suffered by the employer as a result of any breach of the contractor's obligations, whether reasonably foreseeable or otherwise.

1.6 The employer shall indemnify defend and hold harmless the contractor in full against all loss, costs, damages, charges, expenses and other liabilities awarded against or incurred as a result of or in connection with any claim made against the contractor by a third party in respect of any matter caused by the employer or for which liability has been assumed by the employer.

**Termination for Breach:**

The following obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach which shall determine this agreement immediately and the rights and liabilities of the parties shall then be determined in accordance with Termination consequences.

1.1 Failure on the part of the employer to make punctual payment of all sums due to the contractor under the terms of this agreement.

1.2 Failure on the part of the contractor to observe any obligation under this agreement not requiring notice to be served and in the case of obligations requiring notice to be served, failure to comply with the terms of any notice.

1.3 The levying of any distress or execution against the employer or the making by him of any composition or arrangement with creditors or being a company the client's liquidation (other than a member's voluntary liquidation with the written consent of the client).

**Termination Consequences:**

In the event of this agreement being determined whether by effluxion of time, notice breach or otherwise:

1.1 The employer shall immediately pay to the contractor, all arrears of payments and any other sums due under the terms of this agreement and all further sums which would, but for the determination of this agreement have fallen due at the end of the works.

1.2 Either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this agreement and the determination of this agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this agreement, notwithstanding that the other may have exercised one or more of the rights and remedies against it and:

1.3 Any right or remedy to which either party is or may become entitled to under this agreement or in consequence of the others conduct may be enforced from time to time separately or concurrently with any right or remedy given by this agreement either now or afterwards provided for and arising by operation of law so that such rights and remedies are not exclusive of the other or others but are cumulative.

**The works:**

1.1 The works unless otherwise stated have been priced to be carried out between the hours of 0700 and 1700, allowing for 8 hours working onsite and two hours travelling unless agreed prior to commencement and allowed for and agreed in the contractor's quotation. In the event that the employer changes the hours within which the works are to be undertaken, the employer shall be liable for the contractor's additional costs.

1.2 In the event that working time is lost on site due to delays caused by the employer or by the actions of the employer's representative, or by contractors employed by the employer or by circumstances outside of Yellowstone Environmental Solutions Ltd's control, the employer shall be liable for the additional costs and expenses incurred by the contractor.

1.3 Unless otherwise stated in writing it is assumed that full and unrestricted access be it vehicular or otherwise is available to the contractor for the duration of the works. In the event that this is not possible the employer shall be liable for any costs incurred by the contractor due to access restrictions.

1.4 If access is required to private land, it is the employer's responsibility to ensure all relevant permissions have been obtained.

**Warranty:**

Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.

**Waste:**

All waste is the responsibility of the employer until such time as the waste has been disposed of at A licensed waste disposal facility to comply with the Environmental Protection act (duty of care) regulations 1992.

It is the responsibility of the employer to identify the waste and provide any Technical data, analysis and all information relating to the waste, it is also The responsibility of the employer to ensure the waste has been assigned The correct EWC (European waste classification).

All waste enquiries must be supported by a Completed Waste declaration form, booking in form and valid purchase order.

The contractor will undertake to abide by all the relevant legislation, by-laws etc while carrying out the contract work. In the event of accident or spillage the contractor has in force a Public Liability insurance amounting to £10,000,000.00.

All vehicles used by the contractor will be suitable for the contractual work and will be regularly maintained and in a good state of repair.

We reserve the right to subcontract any work providing the companies are registered in compliance with all correct legislation and work in accordance with our standard operating procedures.

**WARNING - YELLOWSTONE ENVIRONMENTAL SOLUTIONS LIMITED OR ITS SERVANTS ACCEPT NO LIABILITY FOR DAMAGE OR CLAIMS WHATSOEVER FOR VEHICLES DELIVERING OR COLLECTING OFF THE PUBLIC HIGHWAY.**

PLEASE NOTE when delivering or collecting off the Public Highway it is possible that damage can occur to the road surface or to adjoining property. If you wish our vehicle to proceed off the Public Highway then it must be clearly understood that it is at the employer's request and responsibility.

The company shall be entitled to amend these terms and conditions as it considers necessary to comply with any Statutory Authority or any regulatory requirements or any change in Legislation governing the collection, transport, disposal and/or treatment of waste

**Acceptance:**

I am happy to accept this price with its attendant conditions and I would like to hear from you to arrange a date for this work.

Signature:

Print Name:

Date:

