



CWE Services Limited

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Document Ref : GD010.V4



Terms and Conditions

The following sets out C.W.E. Services Limited (CWE)'s standard Terms and Conditions of contract.

- 1.1 All work carried out by CWE is subject to strict client confidentiality. Any information related to a client will not be disclosed to any third party without the written consent of the client.
- 1.2 The specifications - by letter or quotation, or order - details the only work allowed for inspection and/or testing services and any variations or deviations to the contract by the client or CWE will be amended and charged or credited appropriately.
- 1.3 Where a specification or quotation has been submitted based on information and/or drawings supplied by the client which subsequently results in insufficient or out of date information, CWE reserves the right to modify the specification and/or quotation. Drawings will not be binding as to details.
- 1.4 It is not CWE's policy to sub-contract works other than in exceptional circumstances, i.e. workload, requirements for further expertise or temporary incapacity. In these circumstances only competent sub-contractors shall be used and they shall be suitably UKAS accredited and qualified to carry out the works. The client shall be advised of any intended sub-contracted works in writing prior to the works commencing and no works shall be sub-contracted without the written approval of the client.
- 1.5 All inspection services carried out by CWE (UKAS Inspection 0156) are compliant with ISO17020, HSG264 (Asbestos: The Survey Guide) and CWE's in-house procedures manual PM001.
- 1.6 All testing services carried out by CWE (UKAS Testing 6024) are compliant with ISO17025, HSG248 (Asbestos: The Analysts' Guide for Sampling, Analysis and Clearance procedures) and CWE's in-house procedures manual PM002 and PM009.
- 1.7 It is not CWE's standard practice to use non standard methods. Should it be necessary to use non standard methods then these shall be agreed with the client and shall be subject to the clients' requirements and the purpose of the inspection or test. The non standard methods or deviations to the contract shall be fully documented and validated before being put into practice.
- 1.8 All testing reports will be produced in writing and presented to the client on completion of the works.
- 1.9 All inspection reports will be produced electronically and presented to the client within an agreed time scale.
- 1.10 Where access to an area contractually requiring surveying (inspection) is denied by the client, CWE reserves the right to suspend the contract until such time as access is granted. If access is repeatedly denied, CWE reserves the right to terminate the contract and invoice the client for all work completed to that point.
- 1.11 All samples will be double bagged and will be clearly identifiable, prior to being submitted for analysis. The bulk samples will be submitted to our in house laboratory that is accredited by the United Kingdom Accreditation Service (UKAS). CWE reserves the right to refuse samples that are considered to improperly sealed or a considered a risk to laboratory or office staff.

- 1.12 Where any member of staff is coerced, threatened or encouraged to amend any inspection or testing result or to pass any work on to a particular supplier/service, CWE reserves the right to terminate the contract with immediate effect and invoice the client for all work completed to that point.
- 1.13 CWE will not be held responsible for failure to complete contractual obligations where failure is due to circumstances reasonably deemed outside its control.
- 1.14 The content of any reports issued by CWE shall not be amended or altered in any manner, or reproduced except in full by any third party without prior written approval of CWE.
- 1.15 Any reports or documentation issued by CWE shall not be assigned to any third party without the prior written approval of CWE.
- 1.16 CWE shall submit an invoice at the completion of the works, or shall submit interim invoices for ongoing contracts, and the client agrees to make payment of all invoices within 30 days of the issue date of the invoice unless otherwise agreed in writing. CWE reserves the right to charge interest at 2% above the Bank of England base rate on any overdue invoice. A 10% late payment charge may be allocated to any overdue invoice(s) at CWE's discretion.
- 1.17 The client will be liable for all costs incurred in the collections of debts remaining unpaid after the due date of payment.
- 1.18 Contractual Controls
- 1.18.1 Except in the case of intentional breach, and/or with respect to a party's indemnification obligations, in no event shall either party be liable to the other party for any special, indirect, incidental, consequential or punitive loss or damage.
- 1.18.2 Each party's aggregate liability to the other party in the event of a claim shall be limited to four (4) times the amount of the total contract value in relation to an event or series of connected events. By signing these Terms and Conditions you acknowledge and agree that this limitation is reasonable.