

Terms and Conditions

1) Application of Conditions

All contracts for service shall be subject to the following standard terms & conditions. All orders are accepted and executed on the understanding that the client is bound by these conditions.

2) Clients Obligations

The client shall not sell or dispose of any equipment owned by CDP Environmental Ltd – (CDPE Ltd)

The equipment shall remain at all times the property of the supplier and the client shall be responsible for any loss or damage incurred by or to the equipment whilst the equipment remains on the premises.

The client shall ensure that all equipment is insured against all normal insurable risks with a reputable insurance company.

The client shall comply with all statutory and safety requirements relating to the use of the equipment.

The client shall obtain consent before removing any equipment. Any damage or loss of equipment must be immediately noted and reported to CDPE Ltd. CDPE Ltd shall be entitled to charge the full cost of any repair or replacement whilst equipment is in the clients care. No claim shall be bought unless or until CDPE Ltd charges have been made.

The client shall provide access for CDPE Ltd surveyors and technicians to carry out its services.

CDPE Ltd reserves the right to charge, by the hour, for any wasted journeys due to failure to observe appointments, delays in carrying out the work or cancellations as a result of the clients failure to allow access, facilitate the works or provide proper instruction.

3) CDPE Ltd Obligations

CDPE Ltd shall undertake surveys, services or works in a courteous and prompt manner and carry out repairs necessary to keep the equipment in good working order.

CDPE Ltd reports are based on an inspection of the property by the company's surveyor/technician. The report will state the surveyor's/technician's opinion on the problems reported. The report will seek to identify any major infestations and possible areas where problems may arise.

The surveyor will carry out such inspections and investigations as are in their professional judgement appropriate or possible in the particular circumstances.

The surveyor will not inspect as much of the premise as is practical and lift loose fittings etc. However the surveyor will not lift fitted fixtures and fittings or move heavy objects to facilitate inspection.

Except where the contrary is stated, it is impossible to examine every part of the property, as inevitably some areas will be covered, unexposed or inaccessible. The survey will not attempt to express an opinion or to advise upon these parts not inspected and the report should not be taken as making any implied representations or statements about such areas.

All reports will be confidential to the names client(s).

4) Terms of Contract

This agreement shall run for a minimum of one year and shall continue thereafter. If either party wished to terminate after the completion of the first year of service, they must give one full billing quarter's notice in advance. CDPE Ltd reserves the right to terminate this contract at any given quarter, if deemed appropriate. This contract will be subject to annual increase (API) on its first and subsequent anniversary, this increase will be inflation linked.

Notwithstanding the above item above, a contract with the company cannot be cancelled while the account is in arrears.

By signing a contract with the company the client is authorised and committed to enter into a contractual obligation.

The client shall make the company aware of asbestos, protected species (such as bats) or any other limitations that may apply to the premises, grounds or neighbouring land (such as nature reserves, ssi's etc).

Access to the premises will be between 8.30am and 5pm weekdays, unless otherwise agreed at the commencement of the contract. If prior permission, out-of-hours or weekend visits are required for access, this needs to be agreed at the commencement of the contract to prevent additional costs being incurred.

When access is unavailable on a scheduled visit conducted under the agreed terms, such visits may be considered as fulfilling our contractual obligations.

On commencement of a contract, CDPE Ltd will undertake a site survey and risk assessment. If the information affecting the risk assessment should change, please inform CDPE Ltd immediately.

While CDPE Ltd will always keep any preparation safely situated; it is also the responsibility of the client to keep children, vulnerable person, pets or wildlife away from any preparations installed by CDPE Ltd. If carcasses or split rodenticides are found, the client will be responsible for removing them immediately to prevent any risk to humans, pets or non-target wildlife.

Under no circumstances should any of the preparations be moved or relocated once installed by the CDPE Ltd.

Should CDPE Ltd think it necessary, any staff, children, vulnerable person, pets or stock may need to be removed from the treated areas during the course of our visit and remain out of the treated area until deemed safe to return by CDPE Ltd the client will oblige.

It is the responsibility of the client to make any third parties employed in the premises aware of preparations installed by CDPE Ltd, there inherent dangers and any limits placed on the property.

The supplier shall be entitled forthwith to terminate this agreement if the client commits any continuing or material breach of any of the provisions of this agreement and in the case of such breach which is capable of remedy, fails to remedy the same within seven days from the receipt of a written notice from the supplier giving full particulars of the breach and requiring it to be remedied. An encumbrance takes possession or a receiver is appointed over any of the property or assets of the customer. The client makes any voluntary arrangements with its creditors or becomes subject to an administration order; the customer goes into liquidation except for the purpose of an amalgamation, reconstruction or other reorganisation and in such a manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed under this agreement, or the client ceases or threatens to cease, to carry on business.

A breach shall be considered capable of remedy if the client can comply with the relevant provisions of this agreement in all respects other than as to the time of performance (provided that the time of performance is not of the essence).

Any waiver by the supplier of any provision of this agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision. The rights to terminate this agreement given by this clause shall not prejudice any other right or remedy of the supplier in respect of the breach concerned or any other breach. Upon the termination of this agreement for any reason, subject as otherwise provided in this agreement and to any rights or obligations which have accrued prior to termination, the supplier shall have no further obligations to the client under this agreement.

5) Force Majeure

If either party is affected by Force Majeure it shall promptly notify the other party in writing of the nature and extent of the circumstances in question. Notwithstanding any other provision of this agreement, neither party shall be deemed to be in breach of this agreement, or otherwise be liable to the other for any delay in performance or the non-performance of any of its obligations under this agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party and the time of performance of that obligation shall be extended accordingly.

6) Liability

The supplier shall have no liability to the client for any consequential loss of the client arising out of or in connection with the provision of any equipment or service or additional services pursuant to this agreement (except in respect of the death or personal injury resulting from negligence) and the total liability of the supplier for any other loss of the client so arising in any year of this agreement in respect of any one event or series of connected events shall not exceed the charges payable by the customer for the service for that year.

7) Nature of the Agreement

The supplier shall be entitled to carry out its obligations under this agreement through any agents or sub contractors appointed by it in absolute discretion for that purpose. This agreement is personal to the customer and may not, without the written consent of the supplier be assigned or otherwise disposed of or dealt with. This agreement contains the entire agreement between the parties, supersedes all previous agreements between the parties and may not be altered or amended except as expressly provided in this agreement and according all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

8) Charges

In consideration of the provision of the services the customer shall pay to the supplier in advance of the charges set out in the schedule. The supplier shall invoice the customer in advance and the customer shall pay the charges shown to be due in cleared funds with 30 days from the date of the invoice. Payment will be taken via direct debit unless otherwise agreed between supplier and customer. Where clients do not sign up to direct debit payment terms will be 14 days. The supplier shall be entitled to suspend provision of all or any part of the services, until the outstanding amount shall be received by the supplier from the client. Without prejudice to any other remedy which it may have, CDPE Ltd will be entitled to charge interest on all overdue sums owed by the client from the date when payment shall become due until the date when the payment shall be made.

9) Provision of Services

The supplier shall provide the services by attending at the location at such times during normal working hours, as the supplier shall in its absolute discretion determine at the agreed frequency of service.

The working day means any day other than Saturday, Sunday or a Bank or Public Holiday, the hours being 8.30am – 5.00pm.

All additional services requested by the customer including but without limitation to collections outside normal working hours or at a greater than agreed frequency of service, shall not form part of the services and if agreed to by the supplier shall be carried out at an additional charge.

10) Terms and Conditions for Website Usage

Use of the company website requires agreeing to comply with and be bound by the following terms and conditions of use, which together with the privacy policy governs CDPE Ltd's relationship with the user in relation to this website. If the user disagrees with any part of these terms and conditions, please do not use the website.

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