

**JOHN BEECH LIMITED T/A BEECH GROUP**  
**TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF ASBESTOS SERVICES**

**1. INTERPRETATION AND DEFINITIONS**

1.1 The following expressions shall have the following meanings:

**"Applicable Laws"** means (for so long as and to the extent that they apply to Beech) Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

**"Asbestos Regulations"** means the Control of Asbestos Regulations 2012 (CAR 2012)

**"CDM Regulations"** means the Construction (Design & Management) Regulations 2015 (CDM 2015)

**"Charges"** means the Costs specified in the Quotation (including and without limitation to fees, costs, and expenses).

**"Client"** means the party who purchases or agrees to purchase the Services as identified in the Quotation.

**"Commencement Date"** is the first date specified in the Quotation; or the date specified on any information issued.

**"Company"** means John Beech Limited T/A Beech Group whose registered office is The Foundry Business Centre, Marcus Street, Birkenhead, Wirral, CH41 1EU.

**"Conditions"** means these terms and conditions as amended from time to time.

**"Contract"** means the contract between the Company and the Client for the supply of Services in accordance with these Conditions.

**"Daily Rate"** means the daily rates of our employees in accordance with their qualifications and level of expertise or as detailed on the Quotation

**"DPA"** means the Data Protection Act 2018

**"Equipment"** means any plant or equipment, appliance, system, or aforementioned provided and used by Beech Group as part of the Service provided for in the Quotation

**"Estimate"** means an educated guess of the time, resources, and costs of undertaking the Service

**"Normal Working Hours"** means Monday to Friday 8am to 4.30pm excluding public and bank holidays

**"Personal Data"** means personal data as defined in section 1 of the DPA.

**"Premises"** where the Service is to be undertaken as detailed on the Quotation

**"Quotation"** means the written quotation supplied by us to you

**"Scope of Works"** means the general description of work to be undertaken as requested/transmitted by you to us, or through our interpretation of your requirements, denoted in the Quotation from us to you

**"Services"** means the services supplied by us as detailed in the Quotation

**"Specification"** means any written specification provided by you prior to us providing a Quotation

**"UK Data Protection Legislation"** any data protection legislation from time to time in force in the UK including the DPA or any successor legislation.

**"VAT"** means value added tax.

**"Website"** means <https://www.beech-group.co.uk>

**2. CONTRACT**

2.1 A contract between you and us comes into being in one of two ways:

2.1.1 where you provide written evidence of acceptance of the Quotation, and we and you enter into a legally binding contract on the date you provide acceptance of the Quotation

2.1.1 where you and we agree verbally that we should provide the Services then there will be a legally binding contract on the date of our verbal agreement

2.1.2 where you instruct us to carry out the services without a Quotation

2.2 Beech Group may undertake any one or multiple roles in accordance with CDM 2015 and CAR 2012. Irrespective of which role(s) Beech fulfil, these terms and conditions will apply. Beech will denote in the Quotation the service and role(s) to be provided/undertaken.

2.3 Where there is any conflict or inconsistency between the provisions of the Contract, such conflict or inconsistency shall be resolved according to the following order of priority (and for the avoidance of doubt, the document in 1.3.1 takes priority over the document in 1.3.2):

2.3.1 the Quotation.

2.3.2 these Conditions.

2.3.3 CDM 2015

2.3.4 CAR 2012

**3. QUOTATION**

3.1 The Quotation is based on working within Normal Working Hours. Should we be required to work outside Normal Working Hours then additional costs may be incurred.

3.2 The price detailed in the Quotation is based on information given. If the information proves to be incorrect or the Specification/Scope of Works changes, we reserve the right to make an additional charge, and we agree to notify you of that additional charge as quickly as possible, based on the new information.

**4. OBLIGATIONS AND CONDITIONS**

4.1 The Client shall provide all Pre-Construction Information (PCI) which they possess, with time being of the essence, in order for Beech to ensure it has the necessary information to enable a suitable and sufficient Service is provided.

4.2 Beech shall provide the Service, based on the information provided by the Client. Beech accepts no liability for the content of the information provided by the Client, and Beech shall have no duty to check the completeness or accuracy of the information provided. Beech accepts no liability for the incorrect Service provision for which Beech has based the Service on the information provided by the Client.

4.3 Where applicable, the Client shall maintain responsibility for general health and safety outside the Asbestos/Respirator/CDM zone, ensuring Beech employees operate in a safe working environment.

4.4 The Client agrees that Beech shall not be liable under any circumstances for any delay, error or problem caused by any act or omission on the part of the Client, its agents, or employees. Beech may apply additional charges resulting from any additional work or additional costs incurred or undertaken as a consequence of any such act or omission.

4.5 Beech will carry out the Service having the necessary competency (Skills, Knowledge, Experience and Supervision) as required under CDM 2015 and CAR 2012.

4.6 Where applicable, on-site welfare facilities will be made solely available to us, in compliance with CAR 2012 and CDM 2015.

4.7 We are allowed to use other persons to provide some or all the Service within the Quotation.

4.8 Unless Beech have allowed for in the Quotation, the Client will be responsible for isolations, temporary services (electricity, water etc.), provision of access scaffolding, temporary works.

4.9 Any design produced by Beech in accordance with the Service specified in the Quotation, will remain the property of Beech, unless it is cost for as part of the Service, and it is specified in the Quotation.

4.10 Neither you or we shall have any liability under or be deemed to be in breach of the contract for any delays or failures in performance of the contract which result from circumstances beyond the reasonable control of either of us. We or you who are affected by such circumstances shall promptly notify the other in writing when such circumstances cause the delay and if such circumstances last for more than two months, then either of us may terminate the contract by written notice to the other.

4.11 Any notice to be given under the contract shall be in writing and shall be sent by first class mail, by fax or email to the address of either of us as set out in the Quotation, or such other address, fax number, or email address as either of us may from time to time notify the other in writing. Notices sent by first class post shall be deemed to have been received two working days after the day of posting or if by fax or email on the day of fax or email if before 4pm or the next weekday if faxed or emailed after 4pm.

4.12 You will supply and be responsible for suitable rescue equipment, whilst we are working over or near to water.

4.13 If required for safety purposes as deemed by us, it will be necessary for you to provide at no cost to us, a standby boatman for the period we are engaged on erecting and dismantling the Scaffold Equipment.

**5. RISK AND LIABILITY**

5.1 In the event of any breach of the Company's express obligations under these Conditions the remedies of the Client will be limited to damages, which in any event shall not exceed the fees paid by the Client for the Service(s).

5.2 The Company does not exclude its liability (if any) to the Client:

5.2.1 for breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982.

5.2.2 for personal injury or death resulting from the Company's negligence.

5.2.3 under section 2(3) Consumer Protection Act 1987.

5.2.4 for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or

5.2.5 for fraud.

5.3 It is hereby agreed by the Client that the Company shall in no circumstances be liable to the Client for direct, indirect, or consequential loss (all three of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in performance except as set out in this clause 6.

5.4 Except as set out in clauses 6.1 to 6.3, the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties, and stipulations, express (other than those set out in the Contract) or implied, statutory, customary, or otherwise which, but for such exclusion, would or might subsist in favour of the Client.

5.5 Whilst every care will be taken during the Service provision, there will be no responsibility to us for damage where the Service is off or over roofs, or machinery. Damage to slates on roofs during the Service is inevitable, the cost of any repairs is to be paid by you.

5.6 Where in the course of surveys being undertaken, damage occurs, as required under CAR 2012, to locate and identify materials suspected of containing asbestos, Beech Group will have no duty to make-good. Beech Group will temporarily cover damage so far as is practicable through the use of tape and polythene to prevent disturbance of suspect materials, and exposure to unsealed materials suspected of containing asbestos.

5.7 You will be responsible for the protection of any specialised equipment, glass, glass block, patent glazing etc. We cannot accept any responsibility for any damage caused to roofs, floors, grass, lawns etc. during the Service provision. We reserve the right not to undertake the Service unless we are satisfied that proper protection has been given to such other equipment.

5.8 Except in the case of death or personal injury caused by our negligence, our liability howsoever arising, shall not exceed the total invoice sums issued by us in respect of the Service at the Premises.

5.9 We will not be liable to you for any loss, damage, costs, or expenses of any nature whatsoever incurred or suffered by you of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profit, business, or goodwill.

**6. DATA PROTECTION**

6.1 The Client shall be responsible to the Company for ensuring the accuracy of any information submitted by the Client.

6.2 The Client shall indemnify the Company against all loss, damages, costs, and expenses awarded against or incurred by the Company in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Company's use of the Client's information.

6.3 The Client shall indemnify the Company against all claims, actions, losses, damages, costs, and expenses incurred by the Company arising from or due to the negligence of the Client its servants or agents.

**7. INTELLECTUAL PROPERTY**

7.1 No part of any design provided by the Company may be reproduced or transmitted in any form or by any means or stored in any retrieval system of any nature without prior permission, except as it may be permitted to do so by law.

**8. CONFIDENTIALITY**

8.1 All drawings and technical information supplied by the Client to the Company and all information supplied by the Company to the Client shall be deemed to have been furnished in confidence for the purpose authorised by the acknowledgement of Order and no other. The recipient party shall take all reasonable precautions to prevent communication of any such information to any of its employees or to any third party except as may be necessary to carry out the purpose of the Order or the Service(s). If disclosure to an employee or a third party is necessary for such purposes, then such employee or third party shall be required to observe the same confidentiality obligation as the recipient party.

8.2 Neither the Company nor the Client shall use the name of the other in any publicity material nor publish anything relating to work being undertaken pursuant to the performance of the Service(s) without the prior written permission of the other (such permission not to be unreasonably withheld).

8.3 The obligations of confidentiality and non-publication contained in Clauses 8.1 and 8.2 shall not apply to any information which: -

8.3.1 is in or entered the public domain other than by virtue of the recipient's act or omission.

8.3.2 is known to the recipient at the time of the disclosure to the recipient provided that the recipient produces to the other satisfactory evidence of the same within 14 days of such disclosure.

8.3.3 is required to be disclosed by the recipient by a court of competent jurisdiction or any UK government or regulatory authority.

**9. TERMINATION**

9.1 Beech may terminate the Contract (or part thereof) by providing the Client with 7 days' written notice without liability.

9.2 Either party may terminate the Contract forthwith by notice to the other party without liability to such party if:

9.2.1 the other party is in material breach of the Contract which breach is not capable of remedy or, if capable of remedy, is not remedied within 7 days of notification of the breach and requiring its remedy: or

9.2.2 the other party has had a trustee, receiver, administrative receiver or similar official appointed over a material part of its business or assets; or an order has been made or a resolution passed for the other party's winding up (otherwise than for the purpose of a bona fide scheme of arrangement or solvent amalgamation or reconstruction) or an administration order has been made; or a proposal has been made in respect of the other party for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other composition scheme of arrangement with (or assignment for the benefit of) its creditors; or the other party ceases to trade or is unable to pay its debts as and when they fall due; or any other analogous event occurs in any other jurisdiction;

- 9.2.3 the other party ceases or threatens to cease trading; or  
9.2.4 the other party fails to make any payment in accordance with the terms of the Contract.
- 9.3 Upon termination of the Contract howsoever occurring: -  
9.3.1 the Client shall return or dispose any of Beech's Confidential Information and all copies thereof in accordance with Beech's instructions; and  
9.3.2 the Client shall remain liable to pay all Charges outstanding and for any Services already performed prior to the date of termination.
- 9.4 Termination of the Contract for any reason shall be without prejudice to any rights of either party which may have accrued up to the date of termination.
- 9.5 Failure to pay any invoice within 30 days of delivery by us.
- 9.6 All other clauses shall survive termination.
10. **PAYMENT**
- 10.1 Payment for the Service will be as detailed in the Quotation, and these terms and conditions. All invoices shall be paid on or before 30 days following delivery of the invoice.
- 10.2 In the event that invoices are not paid within 30 days of delivery, we reserve the right to stop the Service without notice.
- 10.3 In the event of late payment, interest will be charged at 8% above the base rate of HSBC Plc, from time to time in force.
- 10.4 All prices quoted are subject to VAT, which will be added to the invoice at the applicable rate.
- 10.5 No retentions will be accepted by us whatsoever, unless agreed in writing prior to works commencing.
- 10.6 If we attend the Premises, then a full day's work (8am to 4.30pm) will be charged for, unless otherwise agreed in writing.
- 10.7 Any standing time incurred by us through no fault of our own, will be chargeable at the Daily Rate for each employee.
- 10.8 Any alteration in the Scaffold Equipment not detailed in the Quotation will be charged for as an extra charge.
- 10.9 Any licences arranged by us, will be subject to an administration charge.
- 10.10 Any engineers' drawings required for the erection of the Scaffold Equipment will be charged to you, even if there is no Hire Period.
11. **FORCE MAJEURE**
- 11.1 Neither party shall be liable to the other for any loss or damage or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of either party's obligations in relation to the Service(s), if failure was due to any cause beyond the reasonable control of either party including without prejudice to the foregoing Act of God, explosion, flood, tempest, fire or accident, wars or threat of war, sabotage, insurrection, an act of terrorism, civil disturbance or requisitions, acts, restrictions (including COVID-19 (Coronavirus), and any variant thereof), regulations, bye-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of either party or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery, and power failure or breakdown in machinery.
12. **LAW**
- 12.1 These Conditions together with the Company's Quotation and the Contract shall be governed and construed in accordance with laws of England and Wales and the Company and the Client submit to the exclusive jurisdiction of the courts of England and Wales.
13. **VARIATION(S)**
- 13.1 Any variation to the Conditions of the Contract and any representations about the Service(s) shall have no effect unless expressly agreed in writing, on Company headed paper, and signed by a Director of the Company.
14. **AGREEMENT**
- 14.1 These Conditions together with the Company's Quotation, and the Company's acknowledgement of Order shall form the entire agreement between the Company and the Client. These Conditions shall supersede and prevail over terms and conditions sought to be imposed by the Client provided that this shall not exclude liability which the Company would otherwise have to the Client in respect of any statements made fraudulently by the Company prior to the date of the Order.