

THE CONDITIONS OF CONTRACT OF Affordable Pest Control Ltd (APC)

TERMS OF PAYMENT

All sums due to APC are net unless otherwise agreed. In the case of work for which the contract period extends for more than one month, interim accounts will be rendered monthly by APC. Payment of all accounts is due within 30 days from the date of issue. In the event of any failure by the customer to do so APC may, after giving 7 days notice to the customer, suspend or discontinue the work and remove any equipment and materials but without prejudice to any right or remedy. APC reserves the right to charge interest on all overdue accounts at 3% above the base rate of HSBC Banks plc per annum rate.

TERM AND TERMINATION

The initial term of this agreement shall be for a period of 1 year beginning from the date of signed purchase order, unless terminated earlier in accordance with the provisions hereof. The term shall be automatically renewed for successive yearly periods unless a party sends a written notice of non-renewal to the other party no later than 90 days prior to the expiry of the Term. or of any renewal term, as the case may be.

SITE FACILITIES

The customer will provide free of charge to APC personnel or its appointed sub-contractors, all facilities required under the Construction (Health & Welfare) Regulation 1966 as amended or any statutory modification or replacement thereof for the time being in force.

STRUCTURAL DEFECTS

APC shall be entitled to charge and to be paid by the customer any additional costs incurred by it and caused by or arising out of any hidden structural defects existing at the time of any inspection made before issuing the quotation or at any time during the execution of the work.

FLUCTUATIONS

Unless otherwise stated in the quotation the contract price is based on the cost of materials, equipment, hiring of equipment, labour and other emoluments and expenses and transport ruling at the date of the quotation and for the specified duration of the quotation. Increases or decreases in the cost of executing the work which are consequent upon change in any such costs or upon any change in or imposition of any new Government taxes, levies or contributions payable by APC in respect of employees engaged upon or in connection with the work shall be a net addition to or deduction from the contract price.

WORKING HOURS

Unless otherwise stated in the quotation the contract price allows for work to be executed during the normal working hours of APC Ltd. If overtime is caused (other than by default of APC) to be worked the cost to APC in respect of such overtime plus a reasonable proportion of overheads shall be chargeable to and payable by the customer as an addition to the contract price.

PERIOD OF ACCEPTANCE

Acceptance of the quotation will be considered upon APC receipt of written confirmation from the client stating this. Such confirmation is subject to APC being satisfied with the credit status of the customer. The quotation is open for acceptance within one month from the date thereon and is subject to APC receiving reasonable notice to commence work within three months after receipt of such acceptance and having materials and labour available at the date of commencement requested by the customer. APC may at any time revise the quotation for errors and omissions.

VARIATIONS AND ADDITIONS

No variations of the quotation or the contract shall be binding on APC unless confirmed in writing by it. All additional work will be the subject of a separate contract between APC and the customer, agreed in writing before such additional work is started.

- A. That such additional work may be executed under this contract and;
- B. The amount of rates for calculating the amount by which the contract price has been increased in respect of such additional work.

Where any work is carried out at day work rates, the minimum amount for this shall be one half day. APC reserves the right to substitute alternative materials and equipment and to use alternative methods, works and constructions to those specified in the quotation or in any document issued by them after discussion and subsequent agreement with the client.

DELAYS

Any losses incurred by APC including losses in respect of wages and appropriate overhead, travelling expenses and plant hire attributable to delays in the work beyond the direct control of APC including delays due to adverse weather shall be chargeable to and payable by the customer in addition to the contract price. There shall be a condition precedent to any liability for any delay alleged to be due to the fault of APC and written details thereof sent to APC within 7 days of the delay commencing.

PLANT AND MACHINERY

No liability will be accepted by APC for any loss or damage to any property or injury or death of any person or any loss of any person caused by or arising out of the use of or interference with plant, machinery or means of access by persons other than employees of APC and the customer shall indemnify APC against claims by third parties of all such loss damage, injury or death.

COMMENCEMENT

Every effort will be made to commence work when requested but APC cannot, as a condition of acceptance, absolutely guarantee to start on the requested date.

SERVICES

An adequate and safe electrical supply from convenient point's suitable vehicle access to and from the place of work within the site and loading and unloading areas shall be made available to APC, free of charge, where necessary, as a minimum.

ACCESS

Unless otherwise stated in the quotation, the customer shall

- A. Provide safe means of access to the work in accordance with all statutes and regulations relating thereto and to the requirements of APC free of charge and so as to enable APC to execute the work in one continuous operation.
- B. Where the access has been provided by the customer any scaffolding, platform or cable which encroaches in or is to be suspended over a highway, the customer shall obtain and produce to APC the requisite consent of the Highway Authorities before APC commence work.
- C. APC must be allowed free of charge access within the building when required for executing the works. Neither the customer nor any of the customer's contractors or others employed by the customer may make use of APC equipment or equipment under its control with APC prior written consent. Any consent given for the use of APC equipment may be subject to a charge. Where an APC sub-contractor provides scaffolding, cradles or other access equipment such sub-contractors decision as to the method of installation and safe operation of their equipment shall be final.

VALUE ADDED TAX

Unless stated otherwise, prices and rates shown in APC literature, correspondence, quotations, contracts, invoices and certificates are exclusive of Value Added Tax. Value Added Tax will not be added as APC are

not VAT registered at the present time. However APC shall be entitled to adjust the rate and value added tax retrospectively or otherwise to comply with any rulings made by H.M. Customs and Excise affecting any goods or services sold, hired or provided by APC within the future.

CUSTOMER'S CONDITIONS

Commencement of the work shall operate as acceptance by the customer of these conditions which shall apply to the exclusion of all other terms and conditions whatsoever. No variation of or addition to these conditions shall be effective whether or not specified in any order or acceptance issued by the customer unless APC agrees to it in writing. APC will be entitled to vary or alter the quotation in the event of the customer issuing any order or acceptance subject to other terms or conditions.