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Standard Terms and Conditions

APPLICABLE TO ALL ACS QUOTATIONS

GENERAL

1. Our offer / quotation is to provide Professional Services for the sampling and/or testing of materials and substances and/or Consultancy work, as more fully described in this offer, either exclusively under these Terms and Conditions or under the terms of a Professional Services Agreement (PSA). These terms and conditions shall form part of any PSA or Sub Contract and shall take precedence over any of the other terms therein.
2. The Main Contractor or Client (same meaning - the person instructing our work) warrants that he is duly authorised to execute the work as detailed and set out in the enquiry.
3. Should there be no Specific Agreement in place prior to the start of these works then these terms shall be deemed to be those relating to the provision of our services.
4. All Intellectual Property rights connected with the services shall remain with ACS Testing Limited unless agreed in writing.
5. ACS may refuse, without cause to give reason, to test material or conduct in-situ workings.
6. This offer is subject to an acceptable programme of works being agreed in writing prior to commencement of any Site Sampling and Testing, Laboratory Testing or Consultancy work.
7. We accept no charges in respect of Liquidated and Ascertained Damages or any other damages and there will be no rights of set off from our account without written agreement from ourselves.
8. Insurances. We offer the following:
 - a. £10 million Employers Liability.
 - b. £5 million Third Party insurance
 - c. Professional Indemnity insurance of £5million, in the aggregate, within the further limits as set out in sub-clause d, below.
 - d. Notwithstanding anything to the contrary stated elsewhere in these Conditions, the total aggregate liability of ACS will be either
 - a) the amount expressly stated and agreed in any Agreement with the Client as the total limit of liability; OR b) a multiple of ten times the total value of ACS's fees (excluding expenses) incurred by the Client in respect of the services provided.
9. The client must ensure that we have correctly interpreted your testing requirements. ACS Testing Limited will not be held responsible for failure to fulfil your testing requirements if we are not notified of any discrepancies or required amendments.
10. A minimum charge of £413.50 applies for a half day visit (8:00 to 12:00 or 13:00 to 17:00) A minimum charge of £611.50 applies for a full day visit (8:00 to 17:00)
11. We require a minimum 2 weeks' notice period, from date of an accepted order to our commencement on site. Shorter periods may be accommodated by specific negotiation and our written acceptance.
12. The services are to be completed in one visit. Unless set out and priced separately in the Client Enquiry or our offer.
13. We require exclusive access to all locations for our services and such reasonable access around the site to enable us carry out our services. All access roads to be provided free of charge, suitable for our plant and maintained such that there is no interruption to our works.
14. All areas of work to be level and free of obstruction to allow unhindered working.
15. All underground services to be suitably identified on site by the Main Contractor and exposed if required and /or protected / removed as necessary. All at no cost to ourselves.
16. Overhead cables to be protected by the Main contractor, at no cost to ourselves.
17. Should we require, an accessible water supply at a minimum rate of 15 l/min to be provided by the Main contractor at no cost to ourselves.
18. We require a suitable area to be made available for the offloading and storage of our plant and equipment.
19. We have allowed for only those ground conditions shown in the documents in our possession.
20. Our knowledge of the site and any terms and conditions of any other contract appertaining to these Works, Client Requirements or Main Contractor is limited to those expressly agreed prior to the start date of the Works.
21. All setting out is to be provided by the Main Contractor.
22. We require the free use of shared welfare facilities.
23. We shall take all rubbish generated from our services to an on-site disposal point. Off-site disposal shall be carried out by the Main Contractor and no cost to ourselves.
24. Task & safety lighting where required will be supplied by the Main contractor at no cost to ourselves.
25. We have not allowed for any attendances such as scaffold access, traffic management or any specialist supervision to attend our works unless specifically price in our offer.

SITE SAMPLING AND TESTING WORK

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PAYMENT

26. Our Offer is based on normal working week of 40 hours, Mon. to Fri. Any work outside these hours shall only be carried out with the written instruction from the Main Contractor and shall be charged at premium rates.
27. We have not included in our offer for the time or cost of our operatives on site for attending any site meetings / inductions, such hours will be charged at our daywork hourly rate.
28. The Client shall be responsible for advising ACS, in writing, of details relating to samples/specimens which are deemed contaminated or suspected of being contaminated with substances likely to be harmful to the Health, Safety & Welfare of ACS Employees, Sub-Contractors or other such operatives engaged by the ACS in the course of its business.

34. No Retention to be deducted from our account.
35. We have not allowed for any form of Collateral Warranty as the costs of these are normally disproportionate to the value of our works. Should one be required then we shall price this separately.
36. Any variation to our works shall be recorded by ourselves or signed for by the clients' representative prior to execution of the works the price of which shall be at our rates with in this offer or agreed beforehand.
37. In the event of cancellation by the Client we reserve the right to levy fees for costs incurred due to the said cancellation. In the event of non-payment, by the due date, of an outstanding debt, ACS reserves the right to levy an interest charge at the rate of 2.5% per month on the total value of the debt.
38. The right of "Set -Off" shall not exist between ACS (or appointed Agent/Assignment company) and the Client other than that allowed by law.
39. Account payment shall be monthly and be within 30 days from date of invoice.
40. Non-Account Clients - for those Clients who do not have an established credit account, payment shall be required prior to release of any results or reports.
41. All prices quoted are exclusive of VAT.
42. The Law of England shall apply to all correspondence and to these Standard Terms & Conditions and all subsequent arising thereof.

SITE LABORATORY

29. To be supplied by the Client / Main Contractor.
 - a. Stable and suitable services, to include Electric (3 phase), Water and Internet Link.
 - b. Foundations for container.
 - c. 15m² office and use of shared welfare facilities.
 - d. Waste & drainage as required.

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LABORATORY TESTING WORK

30. All testing shall be carried out to the requirements of our UKAS accreditation, British and European standards or in-house methods as appropriate to the services provided.
31. For the avoidance of doubt we shall not be held liable to indemnify the Main Contractor for the results of the services provided by us with regard to samples obtained, provided, stored and transported by others.
32. Samples will not be retained beyond the periods required by our services which is 21 days from date of receipt unless a written instruction is received within 14 days of receipt requesting sample retention. If a sample is found to contain asbestos, we reserve the right to request that the sample is retrieved by the client. Our offer includes for the disposal of all samples to authorised disposal facilities.
33. No design responsibility shall be implied from the provision of our services.

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