

1. Interpretation

1.1 In these Conditions, the following terms will have the following meanings:

'CLIENT' means the person named as such on the Quotation Letter;

'COMPANY' means Groundscape Environmental Ltd. (registered in England and Wales under number 02772852);

'EA' or "REGULATOR" means Environment Agency

'CONDITIONS' means the terms and conditions set out in this document;

'CONTRACT' means the Offer Letter and the Conditions;

'PERMIT' means Environmental Permit issued by the Environment Agency in relation to waste activities or business;

'DELIVERABLES' means data, drawings, plans, documents, test results and other information (including, without limitation, any Report) prepared by or on behalf of the Company in connection with the supply of the Services;

'INTELLECTUAL PROPERTY RIGHTS' means any copyright, patent, registered design, design rights, utility models, trademarks, trade secrets, know how, database rights, confidential information or any other intellectual property rights of whatever nature registered or unregistered subsisting anywhere in the world;

'QUOTATION LETTER' means the offer letter (including e-mail) issued by the Company whether sent by post or electronically which describes the Services being offered and associated Price for such Services;

'PRICE' means the price specified as such on the Quotation Letter or as otherwise amended by the parties in accordance with clause 3.2 of these Conditions and which may also be referred to as Fees;

'REPORT' means any document prepared by the Company as part of the Services, including analytical reports that may be prepared on behalf of the Company;

UAV means any Unmanned Aerial Vehicle or Drone operated by the Company and identified with Companies operator ID

'SERVICES' means the consultancy services set out in the Offer Letter or as otherwise amended by the parties in accordance with clause 3.2 of these Conditions;

'SITE' means any site stipulated as such on the Quotation Letter that is the subject of the Services being provided.

"PERMITTED AREA" means the area specified on the Clients' current Environmental Permit issued by the Environment Agency; And

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 In the event of conflict between the terms in the Offer Letter and these Conditions, the terms in the Offer Letter shall prevail.

1.4 The Quotation Letter sent to the Client by the Company will be deemed to be an offer by the Company to supply the Services subject to these Conditions. The Client will be deemed to have accepted the Company's offer upon the Company receiving a copy of the Quotation Letter signed by the Client.

1.5 No terms or conditions endorsed on, delivered with or contained in the Client's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of the document being referred to in the Contract.

1.6 Any quotation is valid for a period of 30 days only from the date of the quotation, provided that the Company has not previously withdrawn it. The parties expressly agree that any quotation supplied by the Company is indicative only and not binding in respect of the matters specified.

2. Services

2.1 The Company shall use reasonable endeavours to provide the Services to the Client within the period of Time specified in the Contract subject to any subsequent changes in scope of work or Deliverables.

2.2 Intentionally blank.

2.3 The Client agrees to provide the Company with information on the current, future and historical use of the Sites, and any other information reasonably required by the Company in connection with the provision of the Services.

2.4 The Client agrees to provide unrestricted access to the Site at all times to enable the Company to:

(i) undertake a walk over survey of the Site to observe and examine the physical conditions of the Site; and

(ii) obtain samples from the Site for testing and analysis as required;

(iii) to undertake ground based or UAV survey as deemed necessary by the Company in delivering the Services

2.5 The Client acknowledges that the Company will deliver the agreed Services on the basis of the Company's observations of existing physical conditions at the Site gained from a walk-over survey of the Site and the Company's interpretation of information obtained from third parties, including without limitation, the information provided by the Client pursuant to clause 2.3.

2.6 The Client acknowledges that the Company will not undertake the Services in respect of, and that any required Report will not cover, any:

(i) area which the Company cannot access on the Site;

(ii) any area which is hidden on the Site;

(iii) any area which the Client has failed to specify;

2.7 Unless otherwise expressly stated in writing on the Quotation Letter, the Company will not seek to evaluate materials, conditions or activities outside of the specified limitations or boundaries of the Site or any area outside of the Permitted Area unless specifically mentioned in the Quotation Letter as being included.

2.8 The Company will prepare any Report on the basis of the Services undertaken at the Site on the dates specified in the Report. The Client acknowledges that the Report may not be relied upon as an indication of the condition of the Site on any dates other than the Service Dates.

2.9 The Client acknowledges that any Site drawing(s) provided as part of the Deliverables are not intended to be an accurate base plan, but are to be used to present the general relative locations of features on, and surrounding, the Site.

2.10 The Company may, from time to time and without notice, change the specification of the Services which are required to conform with any safety or other statutory requirements.

3. Variation

3.1 In the event that the Client wishes to vary the scope of the Services, the Client will notify the Company in writing of the variation. On receipt of the Client's written notification, the Company will provide the Client with a written estimate of:

(i) the likely time required to implement the variation;

(ii) any variation to the Price arising from the variation; and

(iii) any other impact of the variation on the terms of the Contract.

3.2 In the event that the Client wishes the Company to proceed with the variation (referred to in clause 3.1), the Company has no obligation to do so unless the parties have agreed in writing on the variations to the Price, the Services and any other relevant terms of the Contract to take account of the variation.

3.3 The Client acknowledges that the Company may charge a reasonable fee for assessing the variation requested by the Client pursuant to clause 3.1.

4. Cancellation

4.1 The Contract may not be cancelled by the Client without the prior written agreement of the Company. In the event that the Client cancels the Contract, the Client shall indemnify the Company in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses suffered or incurred by the Company as a result of cancellation.

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5. Price of Services (The Fees)

- 5.1** In consideration of the Company supplying the Services to the Client, the Client will pay the Price to the Company. The Price excludes VAT which the Company will add to its invoices at the appropriate rate.
- 5.2** The Company reserves the right by giving notice to the Client at any time before commencement of the Services, to increase the Price to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), or any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.
- 5.3** Unless specifically stated otherwise in the Quotation Letter, all quotations will exclude fees that may be required by the Regulator in relation to Permit applications, variations, cancellations and suchlike. Where Regulator fees apply, such fees will be paid directly by the Client.
- 5.4** Where Services require submissions to the EA or Health & Safety Executive, the Company will price such Services up to the point of submission with no guarantee that such submissions will be accepted by the Regulator. Should submissions be rejected by the Regulator, for whatever reason, any subsequent work required in order to gain approval from the Regulator may be the subject of a further Quotation Letter.
- 5.5** The Price is exclusive of VAT and any other applicable duties, taxes or fees, which shall be payable by the Client. Unless otherwise stated in the Offer Letter, the Price excludes all disbursements and expenses and the Client will pay all reasonable disbursements and expenses incurred in carrying out the Services.
- 5.6** The Price shall be adjusted if the performance of the Services is materially delayed, prolonged or disrupted due to any change in scope, size, complexity or duration of the Project, including cancellation of scheduled visits, which is beyond the control of the Company. The addition to the Price shall be such amount as is agreed between the parties or, failing such agreement, a fair and reasonable amount based upon the prevailing hourly charge rates and the net additional time spent by the Company and shall be payable in accordance with the provisions of Clause 6.

6. Terms of payment

- 6.1** The Client will pay the Company's invoices within 30 calendar days of the date of issue of the invoice unless specified otherwise in the Quotation Letter. Time for payment will be of the essence of the Contract.
- 6.2** No payment will be deemed to have been received until the Company has received cleared funds.
- 6.3** If the Client disputes part of an invoice, the Client agrees to pay the undisputed part of the invoice without delay.
- 6.4** The Client will make all payments due under the Contract in full without any deduction whether by way of set-off, counter-claim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Client.
- 6.5** Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Client to the Company against any amount payable by the Company to the Client.
- 6.6** All payments payable to the Company under the Contract will become due immediately on its termination despite any other provision.
- 6.7** The Company reserves the right to withhold the issue of sampling / analysis reports or other Reports until payment has been received in full.
- 6.8** The Company understands and will exercise the statutory right to interest, at the rate of 8% per annum above the Bank base rate, under the Late Payment of Commercial Debts (Interest) Act 1998 if not paid according to agreed pricing stated in the quotation.

7. Warranties

- 7.1** The Company warrants to the Client that it will use reasonable skill, care and diligence whilst undertaking the Service of a level expected of a suitably qualified and experienced consultants carrying out the services of a similar size, scope and complexity as the Services.
- 7.2** The Client warrants to the Company that all information provided by the Client pursuant to the terms of the Contract is true, accurate and not misleading.

8. Insurance

- 8.1** The Company will maintain professional indemnity insurance to a limit of £1,000,000 per claim during the course of the Services and for 1 year from the date of the Report, providing such insurance is available at commercially reasonable rates.
- 8.2** The insurance maintained by the Company pursuant to clause 8.1 shall exclude any liability arising from any materials, conditions, characteristics or features on, or surrounding, the Site in inaccessible areas or which are deemed to be outside of the scope of the Services.

9. Limitation of Liability

- 9.1** Except as expressly provided in the Contract and to the extent permitted by law, all warranties, conditions, undertakings and terms express or implied, statutory or otherwise are hereby excluded.
- 9.2** The Services are provided to and for the benefit of the Client and all collateral warranties are hereby excluded. The Company shall not be liable to any third party who seeks to use the Services and/ or rely on the Report without the Company's express written permission for any loss, damage, expense or injury of any kind whatsoever.
- 9.3** The Company shall have no liability to the Client for any loss, damage, costs, expenses or any other claims whatsoever arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 9.4** No liability is accepted by the Company for loss or damage howsoever caused to any goods or samples submitted for examination by the Client. Following examination of the goods or samples the remainder will only be returned to the Client upon written request. Unless the Company receives written notice to the contrary, the Company shall be entitled to dispose of all goods or samples within 6 months from the date of the Report.
- 9.5** Nothing in this Contract shall limit or exclude the Company's liability for death or personal injury resulting from the negligence of the Company (or that of its employees or agents) or for any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 9.6** *Subject to clause 9.5 and 9.7, the entire financial liability of the Company in respect of breaches of the Contract or of any other duty to the Client or for negligence in connection with the subject matter of the Contract is limited to the value of the Contract (i.e. the value of Services to be paid by the client).*
- 9.7** Subject to clause 9.5, in no event will the Company be liable to the Client for any of the following however and whenever arising:
- (i) loss of profits, business, revenue, data, goodwill or anticipated savings; and/ or
 - (ii) indirect or consequential loss or damage.
- 9.8** No action or proceeding for any breach of the Contract will be commenced against the Company after the expiry of 6 years from the date of the Contract.
- 9.9** Each party agrees that the limitations of liability contained in this clause 9 have been discussed, negotiated and agreed between the parties in the context of the other provisions of the Contract and satisfy the requirement of reasonableness within the meaning of section 2(2) and section 11 of the Unfair Contract Terms Act 1977.

10. Indemnities

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10.1 The Client shall indemnify and keep the Company indemnified against all costs, expenses, damage or other loss incurred or suffered by the Company as a result of any claims made against the Company due to the infringement of any regulation, enactment, or legislation by the Client.

10.2 The Client shall indemnify and keep the Company indemnified against all costs, expenses, damage or other loss incurred or suffered by the Company as a result of the Client breaching its obligations under the Contract.

11. Termination

11.1 Either party may forthwith terminate the Contract by written notice to the other if the other party:

(i) is in material breach of a provision of the Contract and fails to remedy the breach (if capable of remedy) within 30 days after having received written notification of the breach; or

(ii) the party (being an individual) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors, or enters into liquidation (except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation), or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding-up of the party or for the granting of an administration order in respect of the party, or any proceedings are commenced relating to the insolvency or possible insolvency of the party, or the party ceases or threatens to cease to carry on its business.

11.2 Termination or suspension of the Contract will be without prejudice to any accrued rights or obligations of the parties.

11.3 Upon termination of the Contract, the Company may charge the Client a reasonable sum to reimburse the Company for work undertaken and costs and expenses incurred and/ or committed to by the Company prior to the date of termination.

12. Force Majeure

12.1 The Company will not be liable to the Client if the provision of the Services is delayed or prevented by circumstances beyond the reasonable control of the Company including, without limitation, the Client's failure to provide facilities, access or information; fire or storm; severe atmospheric conditions; unavailability of labour, materials or services; acts of God; riot or civil commotion or war; strikes or labour disputes or industrial action; the presence of unusually high levels of ionising radiation or radioactive substances ("Force Majeure") provided always that the Company uses reasonable endeavours (but without an obligation to incur cost) to minimise the period of disruption caused by Force Majeure.

12.2 If the Company is prevented from performance of its obligations by reason of Force Majeure for more than 90 days, either the Company or the Client may terminate the Contract by written notice to the other, in which case neither party will have any liability to the other except that rights and liabilities which accrued prior to such termination will continue to subsist.

13. Preparation of Reports

13.1 The Client acknowledges that any results provided by the Company comprising advice, data and conclusions are based on information supplied by the Client and evidence known at the time to the Company. The Client shall promptly supply all information, data, drawings and items reasonably required by the Company.

13.2 All data provided, conclusions reached, or recommendations made by the Company rely on scientific and engineering concepts disciplines and procedures used or adopted by the Company and the Company does not warrant that the same will necessarily be achieved by other parties, or that such conclusions or recommendations will necessarily be valid in circumstances other than those of which the Company has direct experience. Any results are believed to be accurate and reliable subject to the limitations of normal experimental uncertainties.

13.3 The Client acknowledges that test results and related data included in Reports relate solely to the goods or samples reported on and not bulk from which the goods or samples were drawn.

13.4 Any Reports provided to the Client by the Company in belong to the Company until such time as full payment has been received and must not be copied, reproduced, shared in part or in full until such payment has been received.

14. Confidentiality

14.1 The Company and the Client will use all reasonable endeavours to keep confidential (and ensure that their employees and agents keep confidential) all information received by them relating to any part of the business and affairs of the other party provided that these obligations do not apply to information which is:

- (i) or becomes publicly known through no wrongful act of the party concerned; or
- (ii) required to be disclosed by an order of law or other binding authority; or
- (iii) disclosed to any adviser of either party bound by a professional duty of confidentiality.

15. Intellectual Property

15.1 All Intellectual Property Rights and all other rights in the Deliverables are and will be owned by the Company (or its third-party suppliers) and the Client will not at any time dispute ownership.

15.2 The Company hereby grants the Client a non-exclusive licence to use any Report produced as part of the Contract strictly for its own purposes and to such extent as is necessary to enable the Client to make reasonable use of the Report, subject to Clause 16.1.

16. Retention of Title

16.1 Notwithstanding the other provisions in these Conditions, the Company shall retain ownership and title to any Reports delivered to the Client by the Company until full and final payment has been received from the Client for all monies owed to the Company under all agreements between the Company and the Client. For the period of retention of title, the Client may not copy, share, distribute or gain benefit from the Report/s in full or part without the prior written agreement of the Company.

17. Publicity

17.1 The Company's name shall not be used by the Client in connection with the Contract for purposes of publicity, promotion or advertising without the prior written approval of the Company.

18. General

18.1 Any notice required or permitted to be given by either party to the other under the Contract:

(i) shall be in writing and either delivered personally or sent to the other party's address as set out in the Contract or such other address as notified in writing by the other party; and

(ii) in the absence of evidence of earlier receipt, notice will be deemed to have been duly given: (a) if delivered personally, when left at the address referred to in clause 17.1(i) above; or

(b) if sent, at the time recorded by the delivery agent.

18.2 For the avoidance of doubt, electronic mail will be deemed to be in "writing" for the purpose of the Contract but this will not prejudice the express requirements for delivery of notices under clause 17.1

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18.3 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of the Company's rights hereunder or of any subsequent breach.

18.4 If any provision of the Contract is held by any competent authority to be invalid, void or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected and will continue to be valid.

18.5 The parties acknowledge that, except as specifically provided in this Contract, it is not their intention that any third party shall be entitled to enforce any term of the Contract which may confer a benefit on that third party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18.6 The Contract contains the whole agreement between the parties in respect of the subject matter and supersedes any prior written or oral agreement between them relating to it and the parties confirm that they have not entered into the Contract on the basis of any representations that are not expressly incorporated in the Contract. Nothing in the Contract will, however, operate to limit or exclude any liability for fraud.

18.7 No amendment to the Contract will be binding unless made in writing and signed by duly authorised representatives of both parties.

18.8 The Client will not assign, sub-contract, charge or otherwise transfer to a third party any of its rights or obligations hereunder without the prior written consent of the Company. The Company may assign, subcontract, charge or otherwise transfer to a third party any of its rights or obligations under the Contract without the consent of the Client.

18.9 The Contract will be governed by and construed in accordance with English law and each party to the Contract submits to the exclusive jurisdiction of the English courts.