

1.0 Interpretation

1.1 In these Conditions:

'TT ENVIRONMENTAL' means TT Environmental Ltd (registered no. 4273163) of North Heights Lodge, Wainstalls, West Yorkshire, HX2 7TR.

'CLIENT' means the client named on the Specification Sheet for whom TT Environmental has agreed to provide the Specified Service in accordance with these conditions

'CONTRACT' means the contract for the provision of the Specified Service

'DOCUMENT' includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data

'INPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service

'OUTPUT MATERIAL' means any Documents or other materials, and any data or other information provided by TT Environmental pursuant to or relating to the Specified Service

'SPECIFICATION SHEET' means the sheet identified as such and signed by the parties for the purpose of identifying the Specified Service

'SPECIFIED SERVICE' means the service to be provided by TT Environmental for the Client and referred to in the Specification Sheet

'STANDARD CHARGES' means the charges shown in TT Environmental's published literature relating to the Specified Service from time to time

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

2.0 Supply of the Specified Service

2.1 TT Environmental will provide the Specified Service to the Client in accordance with a Specification Sheet signed by way of acceptance by both the Client and TT Environmental, subject to these conditions. Any changes or additions to the Specified Service or these conditions must be agreed in writing by TT Environmental and the Client.

2.2 The Client will at its own expense supply TT Environmental with the Input Material, all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable TT Environmental to provide the Specified Service in accordance with the Contract. The Client will ensure the accuracy and completeness of all Input Material.

2.3 The Client will at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. TT Environmental will have no liability for any such loss or damage, however caused. All Output Material will be at the sole risk of the Client from the time of despatch to or to the order of the Client.

2.4 The Specified Service will be provided in accordance with the Specification Sheet and otherwise in accordance with TT Environmental's published literature relating to the Specified Service from time to time, subject to these conditions.

2.5 Further details about the Specified Service, and advice or recommendations about its provision or utilisation, which are not given in TT Environmental's published literature, may be made available on written request.

2.6 TT Environmental may correct any typographical or other errors or omissions in any promotional or other published literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.

2.7 TT Environmental may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

3.0 Charges

3.1 Subject to any special terms agreed, the Client will pay TT Environmental's Standard Charges and any additional sums which are agreed between TT Environmental and the Client for the provision of the Specified Service or which, in TT Environmental's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client. Estimates are given as an indication only, are based on the circumstances known to TT Environmental at the relevant time and are non-binding.

3.2 TT Environmental will be entitled to vary its Standard Charges from time to time by giving not less than one month's written notice to the Client.

3.3 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client will be additionally liable at the applicable rate from time to time.

3.4 Unless otherwise agreed with the Client, TT Environmental will be entitled to invoice the Client following the end of each Contract in respect of the Specified Service, where the Contract duration is less than two weeks. For Contracts of longer than two weeks duration, work will be invoiced weekly in arrears. A deposit will be payable only if and to the extent specified on the Specification Sheet.

3.5 TT Environmental's Standard Charges and any additional sums payable will be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of TT Environmental's invoice.

3.6 If payment is not made on the due date, TT Environmental will be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 2% above the base rate from time to time of The Royal Bank of Scotland plc from the due date until the outstanding amount is paid in full.

4.0 Confidentiality and Rights in Input Material and Output Material

4.1 The property and any copyright or other intellectual property rights in any Output Material, unless otherwise agreed at the outset of the Contract, will belong to TT Environmental.

4.2 Any Input or Output Material or other information provided by the Client which is so designated by the Client will be kept confidential by TT Environmental, and all other information provided by TT Environmental which is either designated as confidential by TT Environmental, or is by its nature confidential and of value to TT Environmental, will be kept confidential by the Client; but the foregoing will not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and will cease to apply if at any future time they become public knowledge through no fault of the other party. The Client and TT Environmental each severally undertakes not to use such information except in pursuance of the Contract. TT Environmental's liability under this clause is subject to the limitations in clause 5 below

4.3 The Client warrants that all Input and Output Material and their use by TT Environmental for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client will indemnify TT Environmental against any loss, damages, costs, expenses or other claims arising from any such infringement.

5.0 Warranties and Liability

5.1 TT Environmental warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification Sheet and at the intervals and within the times referred to in the Specification Sheet.

5.2 Where work contains inaccuracies which are the fault of TT Environmental then, provided that the errors are notified to TT Environmental within 7 days of despatch of the relevant work to the Client and subject as follows, these will be corrected by TT Environmental as soon as reasonably possible following notification and without charge to the Client.

5.3 Where TT Environmental supplies in connection with the provision of the Specified Service any goods (including Output Material) supplied by a third party, TT Environmental does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but will, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to TT Environmental.

5.4 TT Environmental will have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, deliberate concealment or any other fault of the Client.

5.5 Except in respect of death or personal injury caused by TT Environmental's negligence, or as expressly provided in these conditions, TT Environmental will not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of TT Environmental, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of TT Environmental under or in connection with the Contract will not exceed the amount of TT Environmental's charges for the provision of the Specified Service under the Contract, except as expressly provided in these Conditions.

5.6 TT Environmental will not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of TT Environmental's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond TT Environmental's reasonable control.

5.7 TT Environmental's charges are based on the level of liability provided by these conditions being accepted by the Client. A higher level of liability may be accepted by TT Environmental if an appropriate additional charge is agreed and expressly set out in the Specification Sheet.

6.0 Termination

6.1 The Client will be entitled to terminate the Contract at any time by giving not less than 1 week's written notice to TT Environmental in which event the Client shall indemnify TT Environmental against all costs, claims, loss and expense occasioned thereby including any consequential loss and/or loss of profits.

6.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

7.0 General

7.1 These Conditions (together with the terms, if any, set out in the Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

7.2 Any notice required or permitted to be given by either party to the other under these Conditions will be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

7.3 No failure or delay by either party in exercising any of its rights under the Contract will be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other will be considered as a waiver of any subsequent breach of the same or any other provision.

7.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question will not be affected.

7.5 The Parties to the Contract do not intend that any term of this Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

7.6 The Parties acknowledge that in entering into this Contract they have not relied upon any representations other than those reduced to writing in this Contract. The provisions of this Clause 7.6 shall not apply to a fraudulent representation.

7.7 No third party will be entitled to any right of action in contract law under the Contract.

7.8 English law will apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

25th November 2009

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