**Asbestos Non-Licensed Operative Training**

**BOOKING FORM**

#

Please complete and return to: asbestos@enquin.co.uk

**Name of Organisation**:

**Contact Name**:

**Address**:

**Postcode**:

**E mail**:

**Tel**:

**Mobile**:

**Invoice address** ( if different from above):

**Course:** Asbestos Non Licensed Operative

**Venue:**

**Cost:** + VAT

**Total number of delegates:**

**Order number**:

This booking is subject to our Standard Terms & Conditions (see overleaf).

Full payment will be required 7 days prior to attendance on the training course. An invoice will follow, upon receipt of this booking form.

Authorised signature:

Date:

Enquin Environmental Limited

Consultancy Services Agreement – Standard Terms

1.1 Enquin – means Enquin Environmental Limited whose registered office is 1 Ringside Business Centre, Heol Y Rhosog, Wentloog, Cardiff, CF3 2EW.

1.2 Client – means the person, company or body corporate to whom the Covering Letter is addressed.

1.3 Services – means the services set out in the Covering Letter which Enquin has agreed to undertake and includes any additional services agreed in writing by Enquin.

1.4 Principle Contract – means the Client’s contract with another party in connection with which the Services are to be performed.

1.5 Work – means any report verbal, written or typed documents data drawings or material stored in electronic form, design or anything else which is developed as part of the Services whether by or on behalf of Enquin but does not include proprietary computer software.

2.0 These Standard Terms and the Covering Letter comprise all the Terms and Conditions of this Agreement between Enquin and the Client, which shall be construed in accordance with the law of England and Wales and subject to the jurisdiction of the Courts of England and Wales. In the event of any conflict the Covering letter shall prevail.

3.0 Intellectual Property Rights in all works shall remain vested in Enquin, provided always that the Client has paid all due Enquin fees he shall have a licence to copy and use such Work for purposes connected with the Services and the Principle Contract and for no other purpose.

4.0 Staff. Every effort will be made to maintain the staff resources indicated in the Covering Letter. If, however, in the sole opinion of Enquin it is necessary to provide substitute(s), Enquin will provide staff of a similar standing to that originally proposed.

5.0 Rates for time related fees stated in the Covering Letter are subject to review and adjustment by Enquin each year to reflect any increase in salary or other costs. Time related fees shall apply to all time spent either working or travelling in connection with the Services.

6.0 Out-of-office expenses incurred in carrying out the Services shall be reimbursed to Enquin at cost. Travel by Enquin vehicle will be charged at 45p per mile (adjusted annually in line with Royal Automobile Club data).

7.0 Invoices shall be raised monthly and payment shall be due 7 days from the date of posting to the Client. The final date for payment shall be 30 days from the date of posting to the Client. The Client shall not withhold payment of the whole of an invoice on the basis that part is disputed.

8.0 Late payment shall in addition to statutory or other rights entitle Enquin to interest accrued daily on the sum outstanding at the base lending rate of Barclays Bank, London plus 2% to suspend the provision of Services and to a lien on all Work and Client’s papers.

9.0 The figures quoted exclude Value Added Tax (VAT). All fees, expenses and disbursements will be applied for net of VAT. The Client shall pay to Enquin the amount applied for together with any applicable VAT and upon receipt Enquin will provide a tax invoice, the tax point being the date of payment.

10.0 Duties, taxes or imports of any kind imposed in connection with the Services by any Government or Authority outside of the United Kingdom and incurred by Enquin shall be reimbursed by the Client in addition to the fees quoted in the Covering Letter.

11.0 Cancellation. In the event that the Client decided to discontinue Enquin’s involvement by written notice before completion of the Services then Enquin shall be entitled to be paid for all hours expended at Enquin’s Standard Rates then current. Enquin’s entitlement to any contingent fees shall remain irrespective of any cancellation pursuant to this clause.

12.0 Conflict of interest. If in Enquin’s opinion a conflict of interest has arisen in the course of carrying out the Services including by reason of change in the Client’s ownership, Enquin shall be instilled to rescind the Agreement by written notice to the Client. Unless otherwise agreed. Enquin shall be entitled to be paid for all hours expended to the date of withdrawal. In the case of lump sum of contingency fee agreements payment shall be at Enquin’s Standard Rates then current.

13.0 Enquin’s liability shall be limited to the extent of any loss, damages, injury, expenses, costs (including legal costs) that are directly caused by the failure of Enquin or any sub-consultant, sub-contractor or agent to carry out the services in accordance with Clause 1.3. If the Client becomes aware of circumstances which might give rise to a claim against Enquin, it is a condition precedent to the liability of Enquin that the Client shall give notice of such circumstances to Enquin within sixty days of the Client becoming aware of them. Neither Party shall be liable to the other for any loss of profit, loss of revenue, business interruption, or any indirect or consequential losses incurred by the other Party, whether caused by negligence , breach of duty (statutory or otherwise), breach of contract or otherwise and whether or not such losses were foreseeable at the time of entering this agreement. Nothing herein shall exclude or limit the liability of either Party to the other in respect of any fraudulent misrepresentation made by it, or in respect of death or personal injury caused by its negligent errors, acts or omissions.

14.0 Poaching. During the term of the Services and for a period of 12 months from the date of completion of the Services the Client shall not without Enquin’s agreement contrive to employ other than through Enquin any Enquin employee or former employee engaged on the Services.

15.0 Disputes.

15.1 Amicable Settlement. The Client and Enquin shall use their best efforts to negotiate in good faith and settle amicably any dispute or difference that may arise out of or in connection with this Agreement. If this fails then at the election of either party the matter may be submitted for resolution by adjudication or arbitration.

15.2 Adjudication. Either party may give notice at any time of his intention to refer the dispute or difference to adjudication in accordance with the CIC Adjudication Rules. The decision of the adjudication shall be binding upon the parties until the dispute is finally determined by arbitration or by agreement.

15.3 Arbitration. The dispute or difference may be referred by either party to the arbitration of a sole arbitrator to be appointed in accordance with s.16 (3) of The Arbitration Act 1996 (‘the Act’) or failing which to be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators. The seat of such arbitration being hereby designated as England and Wales. The arbitration will be regarded as commenced for the purpose set out in s.14 (1) of the Act when one party sends to the other a notice to concur in the appointment of an arbitrator. Any dispute as to the contractual obligation to comply with an adjudicator’s decision pursuant to clause 16.2 shall not be referred to arbitration. The arbitrator shall decide the dispute according to the substantive laws of England.

16.0 Confidential information. During the period of commission and for a reasonable period afterwards, Enquin shall use their best endeavours to prevent unauthorised publication or disclosure of, any trade secrets or confidential information relating to the business, finances, pricing, contracts, transactions, negotiations or affairs of the Client, by any employee.

 EQ73 Page 1 of 1 Revision 1 22/07/2011