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Asbestos Removal Terms and Conditions

- In these terms and conditions, "we" or "us" means Crucial Environmental Limited, and "you" means the company or other legal entity to whom the letter or quotation incorporating these terms and conditions is addressed. All work done by us will be subject to these terms and conditions. All other terms and conditions, including any terms and conditions set out in or referred to in any order or other document provided by you are specifically excluded. These terms and conditions may not be varied unless agreed in writing by you and us.
- Unless we agree otherwise, any order by you following receipt of these terms and conditions is an offer by you and will not form a binding contract between us until accepted by us.
- You will provide to us free of charge with a supply of mains water and 240 volt power adjacent to the work area and to our decontamination facilities.
- Parking will be made available for our vehicle and decontamination unit as close as possible to the working area.
- These works are subject to notification to the HSE under the Control of Asbestos Regulations 2012. No work can take place until the statutory 14 day notification period has passed.
- Our price allows for mandatory "Four Stage Clearance Air testing", carried out within our working enclosure on the completion of our work before and after our polythene barriers are removed.
- Our price is for carrying out the work during normal working hours.
- During the course of our work any specific concerns regarding any items / fixtures and fittings should be highlighted so that additional protection can be made or the items should be removed prior to our arrival on site.
- We will not be liable for damage caused to decorations upon the removal of protective polythene sheeting and adhesive tape used to create an airtight working enclosure.

- Please note that our works will obstruct access by others to our working area until air clearance testing has been carried out.
- All areas at which the work is to be provided must be cleared of all moveable items and equipment before our arrival on site.
- You are responsible for isolating any electrical fittings attached to the asbestos being removed prior to our arrival on site.
- Any work not specifically mentioned under our scope of works has not been allowed for in our price.
- Once we agree to provide the work you must issue a written order, prior to works commencing, to comply with our ISO 9001: 2015 certification
- You must also issue a further written order prior to any additional works being carried out to comply with our ISO 9001: 2015 certification
- Our price and duration of works quoted are based on our Estimators opinion of the number of operatives to be allocated to the work. Crucial reserve the right to change the allocation of labour in order to complete the works sooner than the quoted number of days.
- Our price and duration of works is also based on information provided by you, and we have the right to amend both price and or duration if any of this information is inaccurate or incorrect.
- Our price is valid for 3 months from date of quotation (except that we may increase the price in the event of any price increase in materials and waste disposal by our suppliers).
- We will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
- If you cancel the work less than 24 hours before the work is due to commence we will charge a cancellation charge of ½ day's allocated labour costs.
- The work may involve an independent analytical company or surveyor (the "Certifier") providing a Certificate of Reoccupation ("the Certificate") relating to the work on completion (or at any other stage) of the work. The issue of any such Certificate will be deemed to be conclusive that the work has been completed properly.
- You will be responsible for the fees and costs of any Certifier whether engaged by you or by us, and agree to indemnify us in respect of any such fees or costs. We will have no liability for the services provided by the Certifier whether engaged by you or by us.
- Whereas we will use all reasonable endeavours to commence the work on the start day and to complete it within the duration notified by you, time is not of the essence and we will have no liability to you if for whatever reason we do not commence the work on the start date or complete it within the proposed duration.

- Unless specifically stated, Crucial Environmental Limited will not be the Principle Contractor under the CDM Regulations 2015 and as such do not take on any duties defined under that role; this role will need to be carried out by other persons / contractors.
- The requirement for adequate welfare facilities is not included within our quotation and is to be provided by you for the duration of our works.
- On you and us agreeing that we are to proceed to carry out the works in accordance with these terms and conditions we will assume that you have read and understood them. If you do not understand any of these terms and conditions please contact us and we will do our best to deal with any queries you may have.

Crucial Environmental Removal Terms and Conditions – Edited 29 April 2024