



Ebbsfleet Engineering Services Ltd

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CONDITIONS OF BUSINESS

EBBSFLEET ENGINEERING SERVICES LIMITED (The Company) undertakes works and supplies services subject solely to the following conditions of business.

1. Quoted contract prices are based on known costs and information available at the time of the pricing of the works or services. Any increases in costs or variations in the scope of the works or services provided, between the pricing of the works or services and their completion, will result in the prices being amended accordingly.
2. Unless specified otherwise all prices are quoted on the basis of the works or services provided under the contract being carried out as a continuous operation. Any breaks in the continuity of the works or services or other delays outside of the control of the Company will result in additional charges. Such additional charges will be calculated on the basis of actual costs incurred by the Company due to the breaks in the continuity of the works or services, and any waiting time costs incurred for personnel, plant and equipment.
3. All machinery, plant, equipment and other items handled by the Company under the contract will be handled at the Customer's sole risk. The Company will not be liable for any loss or damage to such machinery, plant, equipment and other items howsoever caused, or for any direct or indirect consequential losses arising from such loss or damage, whether or not such loss or damage is due to the negligent act or omission of the Company. Customers are therefore advised to make their own arrangements for the insurance of the machinery, plant, equipment and other items if such cover is required.
4. The Company's liability in respect of loss or damage to the Customer's or other premises (or the contents thereof) in which the Company is undertaking the works or providing the services, where such loss or damage is due to a negligent act or omission of the Company, and for any direct or indirect consequential losses arising therefrom, shall be limited to the cover provided under the Company's Public Liability Insurance Policy in force at that time. Details of cover available on request.
5. The customer confirms that it is the owner of the machinery, plant, equipment or other items to be handled by the Company under the contract, or is a representative of the owner authorised to accept these conditions on the owner's behalf.
6. Where personnel and equipment are hired to the Customer on a daywork basis such personnel and equipment will be deemed to be under the Customer's care, direction and control. The Customer will be liable for any claims arising from such operations.
7. Materials or other items supplied by the Company for incorporation into the works will be procured by the Company on behalf of the Customer subject solely to the sale conditions of the manufacturer or supplier. No liability will be accepted by the Company for any failure or defect in such materials or other items in excess of the liability of the manufacturer or supplier.
8. The Company may sub-contract all or parts of the works or services. These conditions of business shall apply equally to the services provided by any sub-contractors engaged by the Company.
9. If the Company is unable to complete the works or services due to any cause outside of the Company's control, the Customer shall pay the Company the contract price less the cost of the uncompleted portion of the works or services.
10. Invoices issued by the Company are due for payment in full no later than 30 days after the date of invoice, or as otherwise agreed. Under 'The Late Payment of Commercial Debts (Interest) Act 1998' as amended and supplemented by 'The Late Payment of Commercial Debts Regulations 2002' the company reserves the right to charge interest and compensation in the event of late payment.
11. The Company shall be entitled to a general lien on the machinery, plant, equipment and other items for payment of all monies outstanding from the Customer.
12. The contract shall be governed by English Law and be within the exclusive jurisdiction of the English Courts.
13. Without restricting the right of a worker to accept employment and change employment, if a customer of the Company offers direct employment to a worker supplied to him by the Company during the period when he is working for the customer, or within a period of six months following a period when the worker was working for the customer, the customer shall pay the Company an amount equal to 20% of the worker's gross pay as an introduction fee during the previous twelve months for the customer's new employee.
14. These conditions will take precedence over any conditions contained in a Customer's order or other documentation, and can only be altered by the specific agreement of a Director of the Company in writing.