



Eco Control Solutions

Proposals to eradicate Japanese knotweed



Site Location

Alexandra House, Maitland Park Rd, Camden, London NW3 2ET

Our Ref: **645/PAJD**

Eco Control Solutions, 25 Floral Street, London, WC2E 9DS
Tel: 0203 051 5803 Fax 0870 861 0234
Company number: 06446324
Web: www.ecocontrol.co.uk Email: peter@ecocontrol.co.uk



Eco Control Solutions Survey Information

ECS carried out a site survey on behalf of London Borough of Camden, upon instructions of Ms Nemesia Shafaati, Project Manager. The site is located at Alexandra House, Maitland Park Rd, Camden, London NW3 2ET; the survey was carried out on Friday 29th May 2009 by Peter Doove (Invasive Weeds Specialist).

ECS are one of the leading invasive weeds eradication consultants in the country, offering professional yet practical solutions to all invasive and ecological issues.

Site Overview

During the survey it was noted that the majority of the Japanese knotweed was located in the middle of this development site, (see maps produced by AMEC) at the entrance there was a small stand of Japanese knotweed present and also further on within the vegetation there was evidence of small Japanese knotweed stand, on the southern end of this site there was a medium/large infestation present but mainly the adjoining gardens were contaminated.

This site has several issues with Japanese knotweed:

- Vehicle access, currently the stand of Japanese knotweed on both sides of the boundary fence is unprotected, this increases the opportunity for further site contamination and in worst case scenario somebody could transport pieces of this highly invasive weed to their own private property. ECS strongly recommend that both infestations are secured and protected by Herras fencing.
- Some of the Japanese knotweed is located in close proximity of the Japanese knotweed, ECS would like to inform the client that our one year herbicidal solution could severely damage any low level vegetation/ shrubs and or mature trees in close proximity of the infestation

0. 2 of a gramme of Japanese knotweed rhizome is sufficient to ensure further contamination of the entire site



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Picture one: evidence of stand of japanese knotweed located a entrance of this site



Picture two: Further evidence of a few single new shoots of Japanese Knotweed, located at the entrance of this site



Picture three: Evidence of mature stand located in the middle of this site



Picture four: evidence of infestation on southern end of this site, including heavily contaminated adjoining neighbouring gardens

Examples of Japanese Knotweed's devastating capabilities





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Eradication Methods for: Japanese Knotweed

Dig and Dump

This requires the excavation of the contaminated areas off site and to an approved landfill. Environmental guidelines state that soil should be removed 7 metres from every stand and to a depth of 3 metres. The excavated material must be treated as controlled waste, as per the Environmental Protection Act 1990. Due to regulations regarding use of landfill sites this has become an expensive option of control.

ECS's specialist knowledge and experience allows us to greatly reduce the amount of contaminated materials that need to be removed to landfill, this can be achieved by taking full responsibility of the excavation and our "clerk of works" monitoring every stage until completion. ECS can reduce the amount of spoil removed up to 60%, and this will also include our 5 year guarantee.

ECS Single Season Herbicidal Eradication

ECS's single season Herbicidal Eradication system is guaranteed to eradicate Japanese Knotweed in a single growing season. The methodology of the ECS system is based on the understanding that each infestation is different, combined with an in-depth knowledge of Japanese Knotweed. ECS design herbicidal treatment programmes which will differ from site to site but still carry the ECS Five year Guarantee.

The ECS herbicidal eradication system not only guarantees to eradicate Japanese Knotweed in a single season but is also more environmental friendly than standard herbicidal applications due to lower dose rates than traditional 3 year programmes. Working closely with our clients the ECS herbicidal programme can greatly reduce eradication expenses. But still give a fully guaranteed service which guarantees treated areas Knotweed free for 5 Years.



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ECS Proposed Japanese Knotweed Eradication

Solution one

ECS offer a complete tailored solution, delivering an eradication service to a specific timescale for a fixed price.

JAPANESE KNOTWEED ERADICATION SOLUTION:

ECS SINGLE SEASON IN-SITU HERBICIDAL PROGRAMME

ECS would recommend that the most economical and appropriate solution would be to eradicate **ALL** the Japanese Knotweed via ECS's approved herbicidal in-situ programme.

ECS will secure this infestation of Japanese Knotweed by means of Herras fencing on both sides of the infestation

Actions to be taken by the client:

To prevent any accidental or inadvertent interference with the Japanese Knotweed:

The client should advise all relevant parties / staff regarding the presence of Japanese Knotweed infestations on their site. The client should also notify all relevant parties that the cutting down/pulling out of any Japanese Knotweed is not permitted during the treatment programme as to do so would severely hinder the eradication of the Japanese Knotweed, or worst case scenario cause new infestations to occur.

Important foot note:

ECS is able to eradicate a healthy stand of Japanese knotweed in one growing season,



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Solution one

ECS in situ one season eradication programme

ECS' site specific methodology for the eradication of the Japanese knotweed consists of the following:

- **Consultancy with Invasive Weed Specialist on all site issues.**
- **To apply organic fertilizers latest 1st week of June 2009 to encourage growth for spring 2009**
- **To supply and install Herras fencing around the contamination**
- **ECS herbicidal treatment during the growing season of 2009**
- **Testing and monitoring of treated Rhizomes. October 2009**
- **Fully confirmed eradication by November 2009**
- **Any Additional required treatments**
- **Ongoing Monitoring programme**

Important foot note this solution will severely damage any low level of vegetation/Shrubs and mature trees in close proximity of our spraying works

ALL ECS JAPANESE KNOTWEED WORKS ARE COVERED BY OUR 5 YEAR 5 MILLION POUND GUARANTEE.



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ECS Proposed Japanese Knotweed Eradication

Solution two

ECS offer a complete tailored solution, delivering an eradication service to a specific timescale for a fixed price.

JAPANESE KNOTWEED ERADICATION SOLUTION:

ECS SINGLE SEASON IN-SITU HERBICIDAL PROGRAMME for the stand located in the middle of this site and our two year environmental spraying solution for the Japanese knotweed located in close proximity of any low level vegetation / shrubs and mature trees

ECS would recommend that the most economical and appropriate solution would be to eradicate **ALL** the Japanese Knotweed located in the middle of this site via ECS's approved herbicidal in-situ programme. , the japanese knotweed in close proximity of any vegetation with our two year programme

ECS will secure this infestation of Japanese Knotweed by means of Herras fencing on both sides of the infestation

Actions to be taken by the client:

To prevent any accidental or inadvertent interference with the Japanese Knotweed:

The client should advise all relevant parties / staff regarding the presence of Japanese Knotweed infestations on their site. The client should also notify all relevant parties that the cutting down/pulling out of any Japanese Knotweed is not permitted during the treatment programme as to do so would severely hinder the eradication of the Japanese Knotweed, or worst case scenario cause new infestations to occur.





Solution Two

ECS in situ one season eradication programme in combination with our kinder and environmental friendlier two year programme

ECS' site specific methodology for the eradication of the Japanese knotweed consists of the following:

- **Consultancy with Invasive Weed Specialist on all site issues.**
- **To apply organic fertilizers latest 1st week of June 2009 to encourage growth for spring 2009**
- **To supply and install Herras fencing around the contamination**
- **ECS herbicidal treatment during the growing season of 2009 for the stand located in the middle of this site**
- **Testing and monitoring of treated Rhizomes. October 2009**
- **The infestation located at the entrance and on the southern end of this site would be treated with our kinder and environmental friendlier two year programme**
- **Fully confirmed eradication by November 2010**
- **Any Additional required treatments**
- **Ongoing Monitoring programme**

ALL ECS JAPANESE KNOTWEED WORKS ARE COVERED BY OUR 5 YEAR 5 MILLION POUND GUARANTEE.



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Warranty of Work

Subject to the conditions outlined below Eco Control Solutions Ltd (ECS) warranty that all identified knotweed on the specified site will have been completely killed and eradicated by the date agreed in the contract for a period of four years from date of issue of the warranty. If there is any subsequent re-growth on the site ECS undertake to carry out any required remedial works to eradicate any infestations consistent with the original survey.

Remedial works to include:

- Appropriate chemical and cultural control methods
- Repair of any building works damaged by Knotweed rhizomes
- Remedial work to be covered up to a client value of £5 million with any additional costs to be borne by the client. The warranty does not cover any consequential loss of income or revenue in any way whatsoever as a result of any remedial works carried out by ECS.

The warranty does not cover new infestations outside the agreed survey introduced post treatment via third party contamination in any way whatsoever or introduction of contaminated topsoil or infestations resulting from a change in site levels not agreed during eradication process

Warranty Conditions

The warranty is conditional on the following:

Eradication carried out 100% under ECS control and to detailed ECS methodology.

A detailed site survey to identify and map at a suitable scale consistent with the site to show all knotweed infestations, and any trees or shrubs of ecological value that should be protected from the eradication treatment works. Survey to identify any potential watercourses or other factors that would affect methodology.

Complete Health and Safety audit of site

Historical record of all ground works over the last twenty-four months

Agreement with client that the plan accurately reflects extent of all knotweed on site, and agree course of action for any boundary issues with adjacent landowners.



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Plan to form basis of site control document. This to be used in conjunction with proposed site development plan.

All proposed works on site during the eradication period to be notified to ECS prior to commencement. This to include all proposed site activity and any local authority and utility works. It is the sole responsibility of the client to keep ECS informed of any potential disturbance of the site in any way whatsoever.

Site security to be the sole responsibility of the client and should be consistent with any recommendations made by ECS.

All fly tipping subsequent to contract and map being agreed with client to be disposed of at discretion of ECS in approved manor at additional cost to client. Disposal to be organised at cost by ECS and to be charged as incurred

ECS to approve source and importation of any topsoil onto site and to agree any significant change in ground levels to be carried out post site treatment.

Force majeure to be in place for period of eradication process covering fire flood rain wind sleet hail etc. and any weather related or man made factors that could affect timing and effectiveness of eradication methodology in any way whatsoever

Specific Warranty Issues in Relation to site



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TERMS AND CONDITIONS OF SUPPLY OF SERVICES BY ECO CONTROL SOLUTIONS LIMITED

1. INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

Conditions: these terms and conditions.

Contract: the contract created by the Customer's acceptance of a Quote for Services by the Supplier under clause 2.1.

Contract Price: The price for the provision of Services, as set out in the Quote.

Contract Documents: these Conditions and the terms of the Quote accepted by the Customer.

Customer: the person, firm or company who purchases Services from the Supplier.

Customer's Manager: the Customer's manager for the Services, appointed in accordance with clause 5.1.

In-put Material: all documents, information, content and materials provided by the Customer relating to the Services, including information and plans relating to the Site.

Intellectual Property Rights: all patents, copyright and related rights, trade marks, rights in goodwill, registered and unregistered design rights, database right, moral rights, rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered and including all applications for such rights, anywhere in the world.

Quote: a quote or proposal issued by the Supplier for the supply of Services.

Services: the services to be provided by the Supplier under the Contract as set out in the Quote together with any other services which the Supplier provides or agrees to provide to the Customer.

Site: the site at which the Services are to be performed.

Supplier: Eco Control Solutions Limited.

Supplier's Warranty: the warranty to be provided by the Supplier to the Customer pursuant to clause 9.

1.2 References to clauses are to the clauses of these Conditions. Words in the singular shall include the plural and vice versa. Where the words "include(s)", "including" or "in particular" are used in these Conditions, they are deemed to have the words "without limitation" following them and where the context permits, the words





“other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.

2. THE CONTRACT

2.1 The Supplier may issue a Quote following a request by the Customer to do so and following a Site survey by the Supplier. The Quote may be accepted by the Customer at any time during its period of validity by signing and returning a copy to the Supplier. By accepting the Quote the Customer appoints the Supplier to supply the Services to it in consideration of the Contract Price and subject to the terms of the Contract Documents.

2.2 These Conditions shall:

- (a) apply to and be incorporated into the Contract; and
- (b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing.

2.3 Quotes are given by the Supplier on the basis that no Contract shall come into existence except in accordance with clause 2.1. Any Quote is valid for a period of 30 days from its date, provided that the Supplier has not previously withdrawn it. Quotes are based on the Supplier's current costs of supply and are subject to amendment at any time. The appointment of the Supplier will commence upon receipt by the Supplier of a Quote signed by the Customer and will last until completion of the Services unless terminated in accordance with these Conditions.

2.4 In the event of any inconsistency between the terms of these Conditions and the Quote, the terms of the Quote will prevail.

3. SERVICES

3.1 Time for completion of the Services shall not be of the essence of the Contract. To the extent that the Quote provides no timescale for the completion of Services, the Supplier and the Customer may agree any such timescales in writing, but any such timescales will be not be binding on the Supplier.

3.2 The Services are provided on the basis of the detail that exists at the time of the observations made by the Supplier on its initial Site survey. The Supplier reserves





the right to amend the Contract Price to take account of any changes or development at the Site subsequent to its initial Site survey.

- 3.3 If the Customer cancels the provision of Services on less than 24 hours notice prior to the agreed commencement date for Services, the Supplier reserves the right in its absolute discretion to charge the full Contract Price to the Customer.

4. SUPPLIER'S OBLIGATIONS

- 4.1 The Supplier shall use reasonable endeavours to provide the Services, in accordance in all material respects with the Quote. The Supplier will perform the Services with reasonable care and skill.

- 4.2 The Supplier shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises and the Site and that have been communicated to it by the Customer, provided that it shall not be liable if, as a result of such observation, it is in breach of any of its obligations under this Contract.

- 4.3 The Supplier will comply with all applicable legislation in providing the Services. The Supplier will not be deemed to be responsible for any material found upon the Site unless the Supplier has expressly accepted such responsibility in writing.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services and appoint the Customer's Manager, who shall have the authority contractually to bind the Customer on matters relating to the Services;
- (b) provide, for the Supplier, its agents, sub-contractors and employees, upon reasonable notice and at no charge, such access to the Site, as may be reasonably required by the Supplier in order to provide the Services;
- (c) provide, in a timely manner, access to such In-put Material and other information as the Supplier may request or reasonably require and ensure that it is accurate in all material respects;





- (d) where relevant be responsible (at its own cost) for preparing and maintaining the Site for the supply of the Services and informing the Supplier of all of its obligations and actions under this clause 5.1(d);
 - (e) ensure that it is in compliance at all times with all applicable health and safety legislation with regard to the Site, and shall provide appropriate safe access to the Site for the Supplier's representatives to carry out the Services. In the event that, in the reasonable opinion of the Supplier's representatives at the Site, the Site or their access to it is unsafe or unsuitable for them to carry out the Services, the Supplier will be entitled to withdraw its representatives from the Site immediately, until such time as the Site or access to it is made safe to the Supplier's satisfaction. The Customer shall be liable for any costs arising out of delays caused by such withdrawal of the Supplier's representatives due to safety concerns.
 - (f) obtain and maintain all necessary licences and consents to enable the Supplier to carry out and perform the Services at the Site, and comply with all relevant legislation in relation to the Services and the use of In-put Material insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment and the Site in all cases before the date on which the Services are to start.
- 5.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 6. CHANGE CONTROL**
- 6.1 If at any time the Customer requests a change to the scope or execution of the Services the Customer will provide such details of the requested changes to the Supplier as the Supplier may require and, if the Supplier is willing and able (in its absolute discretion) to provide such amended Services, the Supplier will issue an amended Quote setting out the amended Services and an amended Contract Price.
- 6.2 If the Customer wishes the Supplier to proceed with the change, it shall sign and return to the Supplier the amended Quote, whereupon the amended Quote will become the applicable Quote for the purposes of these Conditions. For the avoidance of doubt, the Supplier will have no obligation in relation to any amended Quote (or any requested amendments to the Services) unless and until an amended





Quote is signed by the Customer and returned to it in accordance with the provisions of this clause.

- 6.3 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If the Supplier requests a change to the scope of the Services for any other reason, the Customer shall not unreasonably withhold or delay consent to it provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Customer reasonable notice of any change, and will submit to the customer a duly amended Quote for signature by the Customer.

7. CHARGES AND PAYMENT

- 7.1 The Customer will pay the Contract Price in consideration for the provision of the Services. The Contract Price shall be the amount set out in the Quote.

- 7.2 The Contract Price may be paid in instalments if provision for payment by instalments is made in the Quote. In the absence of any such terms, the Supplier will invoice the Customer for the Contract Price on or at any time after completion of the Services. If the duration of the Services is greater than one month, the Supplier reserves the right to submit interim invoices every 30 days.

- 7.3 The Contract Price excludes:

- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services (other than the Services) reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier; and
- (b) VAT, and

such expenses, materials and third party services shall be invoiced by the Supplier, and VAT will be added by the Supplier to all its invoices to the Customer, and the Customer will duly pay the same in accordance with the provisions of this clause.





- 7.4 The Supplier reserves the right to charge the Customer for any further costs incurred by the Supplier, plus a reasonable profit thereon, as a result of the Customer's failure to comply with its obligations in clause 5.
- 7.5 The Customer shall pay in pounds sterling each invoice submitted to it by the Supplier, in full and in cleared funds, and without any deduction or set off within 30 days of receipt and in accordance with the provisions of this clause. The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
- 7.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:
- (a) charge interest on such sum from the due date for payment at the rate of interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
 - (b) suspend some or all of the Services until payment has been made in full.
- 7.7 Time for payment shall be of the essence of the Contract.

8. CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS

- 8.1 Any party (the "Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the other party (the "Disclosing Party"), its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business or its products which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or sub-contractors are made aware of the confidential nature of such confidential material. For the avoidance of doubt, the Customer acknowledges that all details of the processes, techniques and chemicals (or combinations of chemicals) used by the Supplier in the provision of the Services are confidential.
- 8.2 All Intellectual Property Rights vested in the Supplier prior to commencement of the Services shall remain vested in the Supplier and all Intellectual Property Rights vested in the Customer prior to commencement of the Services shall remain vested in the Customer. Any Intellectual Property Rights created during or arising out of the provision of the Services will vest in the Supplier absolutely.





9. WARRANTY & LIMITATION OF LIABILITY

9.1 This clause 9 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of the Contract;
- (b) any use made by the Customer of the Services, or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

9.2 The Supplier's Warranty will be provided to the Customer upon completion of the Services and payment in full of the Contract Price and will become effective as from the date of delivery to the Customer. Before the Supplier Warranty becomes effective, its terms will be subject to any amendments that the Supplier may, in its absolute discretion, consider appropriate as a result of issues arising out of the provision of the Services at the Site. The Supplier's Warranty will, when delivered to the Customer, be deemed to be part of these Conditions and will be subject to the remaining terms of the Conditions. All other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these Conditions limits or excludes the liability of the Supplier:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred as a result of fraud or fraudulent misrepresentation by the Supplier.

9.4 Subject to clause 9.3:

- (a) the Supplier shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits, business, anticipated savings, goods, contract, use or loss or corruption of data, software or information, or for depletion of goodwill or any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses. Furthermore the Supplier will not be liable for, and the Customer will indemnify the Supplier against, any costs, losses, damages or charges arising from any claims, proceedings or actions arising from the Supplier's use of the In-put Material in the provision of the Services.





- (b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with:
 - (i) breach of the Supplier's Warranty, shall be limited to the remedy set out for such breach in the Supplier's Warranty, and
 - (ii) subject to clause 9.4(b)(i) above, any other liability arising in connection with the performance or contemplated performance of the Services, shall be limited to the price paid by the Customer for the Services.

10. TERMINATION

10.1 Without prejudice to any other rights or remedies which the parties may have, any party (the "Terminating Party") may terminate the Contract immediately on giving notice to the other (the "Breaching Party") if:

- (a) the Breaching Party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
- (b) an order is made or a resolution passed for the winding up of the Breaching Party or an order is made for the appointment of an administrator to manage the affairs, business and property of the Breaching Party or if a receiver is appointed over any of the Breaching Party's assets or undertaking, or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order, or the Breaching Party makes any arrangement or composition with its creditors or ceases to trade.

10.2 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices plus any interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt; and
- (b) the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.





11. FORCE MAJEURE

The Supplier shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing the Services by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

12. GENERAL

- 12.1 A waiver of any right under the Contract Documents is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 12.2 Personal data (as the same is defined in the Data Protection Act 1996) relating to the Customer or the Customer's employees acquired by the Supplier will be processed by or on behalf of the Supplier in connection with the Services and may be used by the Supplier for marketing other similar services to the Customer.
- 12.3 If any provision (or part of a provision) of the Contract Documents are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
- 12.4 Each of the parties acknowledges and agrees that, in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to its subject matter other than as expressly set out in the Contract Documents.
- 12.5 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 12.6 Nothing in the Contract Documents is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other.





- 12.7 The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.
- 12.8 Notice given under the Contract shall be in writing, sent for the attention of the person, and to the address or fax number, given in the Quote (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.
- 12.9 Subject to clause 6, no variation of any of the Contract Documents shall be valid unless it is in writing and signed by each of the parties.
- 12.10 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales, and each party hereby submits to the exclusive jurisdiction of the English Courts.

