



Anpure Limited Schedule of Variable Terms

Client Name:	
Telephone:	
Address:	
Email:	
Address of Property:	
Details of Service Required:	
Fixed Price / Estimate:	
Payment due:	

Signed by the Client

These Special Terms are to be read in conjunction with the Company's Standard Terms of Trade which are attached.

Anpure Limited Standard Terms of Trade

1 Definitions

1.1 In this agreement:

Agreement means this agreement and the schedule attached to it.

Client means the person, firm or company specified in the Schedule.

Company means Anpure Limited, its agents, subcontractors and assigns.

Property means the clients property on which the services are to be performed.

Services means the testing and/or rehabilitation services specified in the Schedule.

2 Introduction

2.1 These terms will apply to the relationship of the Company to you, the Client.

2.2 By signing the attached schedule you agree to these terms.

2.3 Any variation to these terms must be recorded in writing to be effective.

2.4 Any verbal representations made before or after the signing of this Agreement will be of no effect.

3 Services

3.1 The Company will undertake the testing or rehabilitation services which are specified in the schedule or which are otherwise requested by the Client.

3.2 The Company will use all reasonable care to perform the services to a high standard.

3.3 The Client hereby authorises the Company to enter onto the Property for the purpose of performing the Services.

3.4 The Client may cancel the performance of the Services on reasonable notice but the Company will be entitled to be compensated for any losses it suffers as a result of the cancellation, including its loss of profit.

4 Payment

- 4.1 The Company will issue a valid tax invoice for the performance of the Services and the fees due to the Company.
- 4.2 The Client must pay the fees specified for the Services in the Schedule promptly in accordance with the terms specified in the Schedule.
- 4.3 The Fees will be quoted plus any applicable goods and services tax.
- 4.4 The Company may at its option delay commencement or suspend provision of the Services until payment has been made in full.
- 4.5 In the event that payment is not made on the due date the Company may at its option charge interest on the overdue amount at the rate of 15% per annum from the date the amount fell due until the date of payment in full.
- 4.6 In the event that the Client fails to make payment on the due date the Client indemnifies the Company against all costs and expenses of enforcing payment of the debt, including legal costs on a solicitor/client basis and any other costs of collection.

5 Limitations of Liability

- 5.1 To the maximum extent permitted by law the Company's maximum aggregate liability to the Client, whether in contract, negligence, tort, equity or otherwise will be limited to an amount equal to the fees which the Company has charged to the Client for the performance of the Services.
- 5.2 The Company will have no liability for indirect or consequential losses.
- 5.3 Any claim against the Company must be brought within 6 months of the provision of the Services.
- 5.4 If the Client is contracting for the provision of the Services for business purposes then the Consumer Guarantees Act 1993 will not apply to the Services.
- 5.5 The employees and agents of the Company will have no liability to the Client. The Client hereby indemnifies the Company, its employees and other agents against all claims, losses and liabilities arising from any such claim by the Client.

6 Confidentiality

6.1 The Company will keep confidential the terms of this Agreement and the fact that the Client has sought the Services.

7 General

7.1 Where the Client is comprised of more than one person the persons who are party to this Agreement will be jointly and severally liable to the Company but their rights against the Company will be held jointly.

7.2 The Client may not set off against the fees payable to the Company any amount which the Client asserts is owing by the Company to the Client.

7.3 The Company will not be liable for any delay or failure to perform the Services arising from an act of God, war terrorism, industrial action, fire, flood, storm or other event beyond the Company's reasonable control.

7.4 The Client may not assign or transfer its rights under this Agreement.