



This undertaking shall not apply in respect of any member of the Company's staff who without having been previously approached directly



in writing between the parties or where identification of asbestos is part of the scope of the Services to be provided by the Company to the Customer, the Customer must ensure all asbestos has been removed and/or is safely contained in every area to be visited by the Company's personnel during the visit to said premises.

12.3 In addition to any specific Customer obligations set out in the Quotation and the provisions of sub-condition 12.2, where Services are provided at the premises of the Customer, the Customer shall: (i) provide the Company with necessary access to any Customer premises; (ii) ensure that any premises provided by the Customer for the provision of any part of the Service is suitable for that purpose; (ii) provide all usual auxiliary and operating materials (including gas, water, electricity, lighting etc.) relevant to any Customer supplied premises; and (iv) provide the Company with any permits required for the performance of the Service.

**13. Court and Other Proceedings**

13.1 In the event that the Customer requires the Company to present the results or findings of Services carried out by the Company in witness statements, court hearings or other legal proceedings, the Customer shall pay to the Company such costs and fees for such presentations and the preparation thereof as the Company may charge to customers generally from time to time for such services and the Customer shall be liable for such costs in addition to the Consideration

13.2 In the event that the Company is required by a party other than the Customer to present the results or findings of Services carried out by the Company for the Customer in any legal proceedings relating to the Customer, the Customer shall pay all costs and fees arising from any services which the Company is required to do as a result, including the preparation of any witness statement and the preparation for and appearance at any court hearing. The Customer shall pay all such costs, whether or not the Customer is a party to such proceedings.

become effective from 1st January 2024. The Company shall not be liable for any loss of profits or consequential loss of business or other loss of any kind, whether or not such loss is foreseeable, and whether or not the loss is caused in whole or in part by the negligence of the Company or its employees, agents, contractors, subcontractors, suppliers, or any other person. The Company shall not be liable for any loss of profits or consequential loss of business or other loss of any kind, whether or not such loss is foreseeable, and whether or not the loss is caused in whole or in part by the negligence of the Company or its employees, agents, contractors, subcontractors, suppliers, or any other person.

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