

## **Standard Terms & Conditions**

JPR Environmental aims to work with clients in an open and professional manner. However, for the avoidance of doubt, please refer to the following standard terms:

### **1. Definitions:**

In these conditions ("the Conditions") the following expressions shall have the meaning set against them: the "Company" means JPR Environmental; the "Client" means the party with whom JPR Environmental is contracted to supply goods and/or services

### **2. Payment**

- 2.1. Goods are normally paid for in full before delivery unless otherwise agreed.
- 2.2. For services, invoices will usually be either submitted (1) on completion of the work or (2) at intervals as agreed for large, ongoing contracts.
- 2.3. Any disputes with the invoice must be raised in writing within 7 days of the date of invoice. Failure to do this will result in the full invoice amount being payable.
- 2.4. All invoices where applicable will be subject to VAT at the standard rate of 20%.
- 2.5. All goods and materials shall remain the property of the Company until paid for in full. Notwithstanding that risk in the goods shall pass to the Client upon delivery to the Client's site, full legal and equitable title and interest in all goods supplied by the Company to the Client shall remain vested in the Company, including where such goods have been affixed to the land or property by the Client and shall not pass to the Client until the Company has received payment in full of all amounts due and owing from the Client to the Company.
- 2.6. The price for the goods and/or services shall be payable no later than 30 days from the date of the invoice. Failure to pay within the period specified shall entitle the Company to write to the Client upon the expiration of seven days' notice, to charge the Client for costs and expenses incurred in recovering late payments and to charge the Client interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date. Payment will not be on a pay-when-paid basis without prior agreement and never on a pay-if-paid basis.

### **3. Prices**

- 3.1. Quotations for work to be carried out by the Company are provided based on information supplied by the Client and/or relevant plans.
- 3.2. The costs estimates and quotes provided to the Client cover only the work within the stated limits. In the event of additional work being required, this will be charged as extra after agreement with the Client.
- 3.3. If additional expense is incurred by the Company in order to fulfil the contract due to errors in plans, specifications or information provided, then such additional expenses will be reimbursed to the Company.

#### **4. Licences and authorisations**

- 4.1. The Client should have written authorisation if required from regulatory bodies such as the Environment Agency, Natural England, Natural Resources Wales, the Forestry Commission, local authority etc. unless it is specified in the project proposal that the Company are to obtain authorisation. The Company shall not be liable for any works undertaken at the Client's instructions if that work requires planning or other consents which the client has not obtained. Unless requested as part of the contract, it is the responsibility of the Client to apply for and pay all appropriate fees for such consent prior to the commencement of works.
- 4.2. It is the Client's responsibility to obtain the necessary permissions and rights of access for working on land that is not in their ownership. The Company will not be held responsible for any delays caused by failure to obtain the necessary permission to work on or gain access to sites.
- 4.3. The Client cannot make the Company responsible for delays and costs incurred because of licences or consents.

#### **5. Protected species**

- 5.1. The Client cannot make the Company responsible for delays caused by the presence of protected species on site. If the presence of protected species stops planned works by the Company once they have started, a reasonable charge will be made to cover any expenses that the Company has incurred attending site.

#### **6. Fencing**

- 6.1. The Client is responsible for setting out of all fence lines. If fence lines are not set out before the Company commences working on site, any deviation from plans is the responsibility of the Client. Any work to rectify this will be chargeable by the Company. The Company will not be held responsible for the misinterpretation of plans when installing fences.

#### **7. Health and Safety**

- 7.1. In engaging the services of the Company, the Client agrees to the Company carrying out works on the Client's property and the Client shall make safe and suitable access for the carrying out of works.
- 7.2. The Client will make all reasonable provision to ensure that the site where the Company will carry out works is safe and complies with the Health & Safety at Work Act 1974 or other relevant legislation or statutory regulation applicable.
- 7.3. The Client will ensure that any specific health and safety information or requirements relating to the work is passed to the Company. The Client will be responsible for any losses or damages arising from such non-disclosure.

#### **8. Insurance**

Any work that JPR undertakes using a bona fide subcontractor will be covered under the subcontractor's insurance.

#### **9. Data Protection**

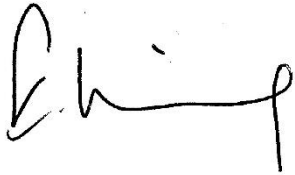
The Client consents to the computer storage and processing of their data by the Company in connection with the work undertaken by the Company or the products supplied by the Company. The Client also agrees to the transmission of this data for the

purposes of legitimate interests including statistical analysis, marketing of products and credit control. If the Client breaches these terms, their data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

These Conditions shall be subject to the Laws of England and Wales and the Client agrees to be bound by the exclusive jurisdiction of these Courts.

JPR Environmental is the trading name of Slimbridge Wetland Plants Ltd, registered at The Malthouse, Standish, Stonehouse, Gloucestershire GL10 3DL, company registration number: 04598972

Date: 30<sup>th</sup> November 2021



Elizabeth Hillary  
Company Director



John Robinthwaite  
Company Director