

Terms and Conditions

RECITALS

The Client agrees to engage GUARDIAN ERS LTD to provide the services as per the terms and conditions set out in this agreement

1. DEFINITIONS

- 1.1 **“Company”** means GUARDIAN ERS Ltd, herein in Guardian, a registered company under the laws of England and Wales under registration number 13479471, with registered offices at 76 King Street, Manchester, M2 4NH.
- 1.2 **“Client”** means persons or entities (private, public, or governmental) instructing the Company to undertake emergency response services.
- 1.3 **“Event Date”** means the scheduled date at which the specific service will be provided.
- 1.4 **“Location”** is the place at which the Service will be provided.

2. INTERPRETATION

- 2.1 Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.
- 2.2 The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 2.3 A reference to any statute, enactment, order, regulation, or other similar instrument shall be construed as reference to the statute, enactment, order, regulation, or instrument as amended from time to time.

3. OBLIGATIONS OF THE COMPANY

The Company will:

- 3.1 Undertake all reasonable endeavors to provide the Service at the Location on the Event Date.
- 3.2 Exercise reasonable skill, care, and diligence in providing the Service.
- 3.3 Ensure that the professionals supplied are competent and their certificates valid.
- 3.4 Produce reports to the client on the productivity hours of the service professional supplied.

4. OBLIGATIONS OF THE CLIENT

The Client will:

- 4.1 Ensure sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed.
- 4.2 Procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services.
- 4.3 Ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of services.
- 4.4 Inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution, or poisons.

5. DUTIES OR TAXES

- 5.1 All service costs due under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.
- 5.2 Any VAT or other duties or taxes payable in respect of the service cost shall be payable in addition to service cost.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All copyright and other Intellectual Property rights in all specifications, drawing, illustrations, diagrams, and other documents issued by the Company will remain the property of the Company and may not be reproduced without permission.
- 6.2 The policy of the Company with respect to data protection is detailed on its website (www.guardian-ers.com) which should be read in conjunction with these terms and condition

7. PAYMENT TERMS

- 7.1 All costs quoted are in GBP and excluding V.A.T (Value Added Tax) or other duties or taxes payable.
- 7.2 Upon receipt of the invoice, the Client will pay the Company the full invoiced service cost including VAT or other duties or taxes payable by return unless otherwise agreed in writing by both parties.
- 7.3 Upon receipt of the invoice, those Client's offered credit account facilities must settle all undisputed invoices within fourteen days (14) of the invoice date without demand, deduction or set off.
- 7.4 Late Payment – The Company reserves the right to revoke all discounts applied and negotiated based on agreed payment terms, if those payment terms are not met.
- 7.5 Furthermore, the Company reserves the right to charge statutory interest on all unpaid invoices at a rate of eight per cent (8%) per

annum above the base rate from time to time of the Bank of England rate prevailing at the date when the invoice becomes overdue. In respect of payments by the Client time shall be the essence of this agreement.

8. SUSPENSION OR TERMINATION OF SERVICES

8.1 The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership, or cessation of business by Client.

9. INDEMNITY

9.1 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs, or compensation (whether direct, indirect, or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company during the course of the Event. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

10. NOTICES

10.1 All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when

delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

11. INVALIDITY OF ANY PROVISION

11.1 In the event of one or more of these terms and conditions or any part thereof being invalid, illegal, or unenforceable in any respect the validity, legality or enforceability of the remaining term and conditions shall not be affected or impaired.

12. SEVERABILITY

12.1 No variation of these terms and conditions will be effective unless agreed in writing by a Director of the Company. All terms other than those expressly set out in this agreement are hereby excluded. These terms expressly exclude any rights afforded any third party pursuant to the Contract (Rights of Third Parties) Act 1999.

13. LAW AND JURISDICTION

13.1 The construction, validity and performance of these terms and conditions shall be governed in all respects by the laws of England.