

QUOTATION

Date: 20th November 2024

Our Ref: 629122.AW24

Your Ref: n/a

Dear Sir/Madam,

Given my recent visit to site on 18th November 2024, I can now provide you with a comprehensive quotation, please see details below.

Client – OSS Managed Services Ltd

Premises – Douglas House, M20 2TR

Works – Tree works

Programme – [14 days from receipt of the purchase order unless stated otherwise]

Valid until – 20th December 2024

Scope

A neighbouring resident has complained about the large sycamore highlighted on the below map.

Method

Our certified team will attend site and access the tree using ropes and harness. Branches will be individually pruned and lowered into a segregated drop zone using LOLER certified rigging equipment. The entire low hanging limb over Linden Road will be removed back to stem. As much of the encroachment over the property of 14 Linden Road will be removed as is feasible without risking unbalancing the crown. The tree ivy will be severed from ground level and left in situ to degrade. All waste will be processed through a wood chipper and removed from site for suitable disposal. Two banksmen will be on hand to monitor for pedestrians and vehicles as branches are removed from over the road. No cars can be parked under the tree upon our arrival to site. The size of the sycamore appears to have caused damage to the perimeter wall. It is advised that a builder checks the integrity and stability of the wall.

Risk / Clarification

Services we offer- Landscape Construction, Arboriculture, Winter Maintenance, Pothole Repairs, Electric Vehicle Charge Point Installations, Treatment of Invasive Weeds and Design

Ground Control Limited

Kingfisher House | Radford Way | Billericay | Essex CM12 0EQ | T 01277 650 697 | F 01277 630 746 | E info@ground-control.co.uk | www.ground-control.co.uk

GC16-2023-GMT001



1. If trees are subject to a Tree Preservation Order (TPO) or are situated within a Conservation Area, consent will be required from the Local Planning Authority before works can commence. We would make any TPO applications on your behalf as part of the works. Works to neighboring trees will require the owner's written permission in advance before works can begin.
2. The Local Planning Authority have 14 working days to validate the application upon submission, if any information is incorrect or they require any further clarification of works we will advise.
Once the application has been validated you will receive a decision date. There could potentially be a 6 week wait for works that fall within a Conservation Area and a 8 week wait for works that fall under a Tree Preservation Order. Please bare in mind that these dates may change due to further information required, delayed access for tree/planning officers to gain site.
3. With any tree or shrub works, Ground Control must ensure that no nesting birds are disturbed under the Wildlife and Countryside Act 1981, Countryside and Rights of Way Act 2000 and the European Habitats Directive 1992/Nesting Birds Directive. The 'Bird Nesting Season' is from March until August inclusive. If any works are requested to be carried out within these months we will perform bird nesting checks prior to the work commencing. If active nests are found, the tree/shrubs must not be worked on and we will inform you of this immediately

Next steps:

- Providing this quotation meets with your approval the next steps are as follows.
- Provide Purchase Order referencing this quotation number 629122.AW24
- Provide any information that will impact our understanding of the works.

Once the above next steps are completed, we will make arrangements to carry out the works

Contact Information

Client services (sent on behalf of)

[Kieran Bedwell, Account Manager, T:01277844060]

Operations

Andrew White, Field Pricing Coordinator, 07850492336

Barry Engelen, Contracts Manager, 07895306280

Supporting information

Services we offer- Landscape Construction, Arboriculture, Winter Maintenance, Pothole Repairs, Electric Vehicle Charge Point Installations, Treatment of Invasive Weeds and Design

Ground Control Limited

Kingfisher House | Radford Way | Billericay | Essex CM12 0EQ | T 01277 650 697 | F 01277 630 746 | E info@ground-control.co.uk | www.ground-control.co.uk

GC16-2023-GMT001

Map

I attach a site plan, taken from Google. The area(s) of works are highlighted.



Site visitor photographs:

Photographs taken on my site visit are also attached below.



AUTHORISED REPRESENTATIVE Marco Romano – marco.romano@ground-control.co.uk

PAYMENT TERMS 30 days on receipt of invoice. Client to provide purchase orders: Yes / No

DEFINITIONS

Services we offer- Landscape Construction, Arboriculture, Winter Maintenance, Pothole Repairs, Electric Vehicle Charge Point Installations, Treatment of Invasive Weeds and Design

Ground Control Limited

Kingfisher House | Radford Way | Billericay | Essex CM12 0EQ | T 01277 650 697 | F 01277 630 746 | E info@ground-control.co.uk | www.ground-control.co.uk



In these conditions the following words have the following meanings unless the context requires otherwise:

"Access Equipment" means equipment the Client is required to provide to Ground Control to enable Ground Control to enter the Client Premises;

"Authorised Representative" means the person(s) detailed in the Contract Particulars, and such person(s) notified to the Client by Ground Control from time to time;

"Client" means the person whose order for Products and/or Works is accepted by Ground Control or to whom Ground Control supply the Products and/or the Works;

"Client Premises" means the premises detailed within the Contract Particulars;

"Contract" means any contract between the Client and Ground Control incorporating these conditions for the sale of Products and/or the provision of the Works;

"Contract Particulars" means the contract particulars document issued by Ground Control which shall form part of this Contract; "Field Team" means employees and sub-contractors engaged by Ground Control to carry out the Works;

"Ground Control" means Ground Control Limited (Company No. 01795094) whose principal place of business is at Kingfisher House, Radford Way, Billericay, Essex, CM12 0EQ;

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

"Order" means the relevant Order accepted by Ground Control for the sale of Products and/or the provision of the Works; "Price" means the total price stated in the Contract Particulars for the sale of Products and/or the provision of the Works;

"Products" means any products and/or goods ordered from Ground Control by the Client as detailed within the Contract Particulars or to be supplied by Ground Control to the Client or any goods, products and/or materials which are to be utilised in the performance of the Works and in which title is intended to pass to the Client once the Works have been completed and full payment has been made; "Programme" means the dates the Works will be provided by Ground Control as stipulated within the Contract Particulars;

"Liquidated Damages" shall mean reasonable and properly substantiated damages which the Client shall be entitled to deduct for delay in providing relevant the Products and or the Works or failure to provide them to the requisite standard;

"Works" means the Works and/or work to be performed by Ground Control for the Client as detailed within the Contract Particulars; "Site Plan" means the area of the Client Premises as stipulated within the Contract Particulars;

"Variation" means: (i) any change to the Products and/or Works ; (ii) anything stated to be a Variation within this Contract; and/or (iii) anything determined by Ground Control to be a Variation.

1. BASIS OF CONTRACT

1.1. These conditions shall govern the agreement between the Client and Ground Control to the exclusion of any other terms or conditions. Orders placed by the Client leading to a contract which are not expressed to be subject to these conditions shall still be subject to them.

1.2. In case of any difference, discrepancy or conflict between the Contract Particulars and these conditions, the Contract Particulars shall prevail.

1.3. If there is an inconsistency between any of the provisions of these conditions and the provisions of any tender, Order or purchase order provided by the Employer, the provisions of this Contract shall prevail.

1.4. These conditions supersede all previous terms and conditions in relation to the Works and shall replace any terms and conditions previously notified to the Client in respect of the Works. Other than as provided for in section 11, no variation to these conditions shall be binding on Ground Control unless contained in Ground Control's tender or agreed in writing between the Client and one of Ground Control's Authorised Representatives.

1.5. Ground Control's Field Team, employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the Products and/or Works unless confirmed by Ground Control in writing. The Client acknowledges that the Client does not rely on any representation and/or warranty that has not been made in accordance with these conditions.

1.6. Ground Control shall undertake the Works with reasonable skill and care.

2. ORDERS AND CONTRACT

2.1. Tenders are not binding or capable of acceptance and are estimates only (unless stated otherwise) and shall be valid for a period of 30 days (or such other period stipulated within the tender).

2.2. Ground Control shall have the right to refuse to accept any orders placed for Products and/or Works. The Contract between Ground Control and the Client shall come into effect on Ground Control's acceptance of the Client's order. Acceptance must be in writing by an authorised representative of Ground Control.

2.3. The Client shall be responsible for the accuracy and completeness of an order and for giving Ground Control any information necessary for Ground Control to perform the Contract or Works. Ground Control is entitled to rely upon any information provided by the Client in relation to the Works and/or Products, and the Client shall indemnify and hold Ground Control harmless against any additional costs that Ground Control may incur as a result of any inaccurate or incomplete information.

3.4. If the Client approves any test and/or sample work performed by Ground Control then the Client shall have no claim in respect of, nor any right to reject, any Products and/or Works provided the products and/or the Works are the same description, specification and quality as the test and/or sample work as appropriate.

3.5. Where delivery of the products and/or performance of the Works is postponed at the Client's request, Ground Control shall be entitled to treat the instruction as a Variation. In addition, where the Products/Works are subsequently rescheduled, the Client shall be obliged to pay for the Products/Works as if delivery and/or performance had not been postponed.

4. ATTENDANCE

4.1. Ground Control will attend the Client Premises during the Programme, as provided for in the Contract Particulars. Client instructions outside of the attendances detailed within the Contract Particulars shall be treated as a Variation.

4.2. Where the Client fails to comply with the requirements of section 5 or where clause 5.6 applies, Ground Control shall, at its sole discretion, either: (i) complete the Works excluding the item(s) it is unable to undertake; or (ii) leave the Client Premises without undertaking any Works. In either circumstance, the Price shall not be affected and the Client shall not be entitled to a reduction in the Price. If the Client requires re-attendance, it shall be treated as a Variation.

4.3. Ground Control makes no commitment as to the length of time it (or its Field Team, employees, sub-contractors and/or agents) shall spend at the Client Premises during any attendance, or the particular Works to be performed. An attendance shall have occurred when, in Ground Control's opinion, it has attended the Client Premises and completed the Works associated with that attendance.

5. SITE FOR WORKS

5.1. The Client will free of charge allow and/or procure clear and unrestricted access to Ground Control employees, Field Team, sub-contractors and/or agents to allow them to carry out the Works including, but not limited to, all areas identified within the Site Plan. The Client shall provide all access information as may be required by Ground Control.

5.2. The Client will free of charge allow and/or procure sufficient unloading space, Access Equipment, facilities (including welfare facilities), equipment and access to safe power supplies to allow the Works to be carried out.

5.3. The Client will be responsible for providing security, safe storage of Products and equipment and removal of any debris, hazardous materials, prior works and any other material that should be removed from the site to enable Ground Control personnel to carry out the Works. These are provided at the Client's cost and are not the responsibility of Ground Control.

5.4. The Client will ensure that the site where the Works are to be performed is cleared and prepared and made safe before the Works are due to commence. All containment and Works must be installed prior to the commencement of Ground Control's Works unless Ground Control agree otherwise.

5.5. The Client will comply with the provisions in this section 5 at the times relevant to when the Works are being performed. This may involve compliance outside normal working hours including weekends and at night.

5.6. Ground Control is entitled, at its sole discretion, to notify the Client that the Client Premises are unsafe. In such circumstances, Ground Control shall be entitled to leave the Client Premises immediately. If the Client requires reattendance it shall be treated as a Variation.

5.7. If for any reason Ground Control is prevented from delivering Products and/or undertaking Works, the delivery of Products and/or provision of Works shall be deemed completed. If redelivery or reattendance is required it shall be treated as a Variation.

6. DELIVERY

6.1. Where specific dates are stated within the Contract Particulars in relation to attendances, delivery and/or performance, such dates are estimates only and are not guaranteed. Time is not of the essence in relation to such dates. They are also subject to any matter beyond Ground Control's reasonable control. The timing of an attendance shall be at Ground Control's sole discretion, irrespective of specific dates detailed within the Contract Particulars, Ground Control may reschedule attendances depending on, for instance, weather conditions or general climatic conditions.

6.2. Completion of each element of the Works, shall be deemed to have occurred when complete in Ground Control's reasonable opinion. The Client shall not be entitled to seek a reduction in the Price or contend that the Price is not payable if the relevant element of the Works is deemed to be complete in Ground Control's reasonable opinion. If the Client has not raised any concern as to completion of the Works or an attendance within: (i) 7 days of the attendance in question; or (ii) by the date of the next attendance (whichever is the earlier) the Client shall be deemed to have accepted that the Works in question have been completed satisfactorily.

6.3. If Ground Control has not complied with any date for delivery and/or performance then the Client must give Ground Control not less than 14 days' written notice requiring the Contract to be performed. Only if Ground Control has not complied with such performance after this period where performance remains possible is the Client entitled to Liquidated Damages.

6.4. If the Client refuses to take delivery of any Products and/or to allow performance of the Works then Ground Control shall be entitled to withhold delivery and/or performance of any other Products and/or Works and to treat this Contract as repudiated by the Client and shall have the right to rescind this Contract.

7. PROPERTY AND RISK

7.1. Risk of damage to or loss of the Products utilised in the Works shall pass to the Client upon delivery to the site where they are to be utilised. Ground Control will replace free of charge any Products in which risk has passed to the Client if they are damaged or lost due to the neglect or default of Ground Control, Ground Control's employees or other representatives of Ground Control.

7.2. Ground Control shall retain title and ownership of the Products until Ground Control has received payment in full in cash or cleared funds of all sums due and/or owing for all Products and/or Works supplied to the Client by Ground Control under this Contract and any other agreement between Ground Control and the Client.

7.3. Until payment in full of the price for all Products supplied to the Client the Products shall be stored separately from any products or goods belonging to the Client or any third party and must be clearly marked and identified as being Ground Control's property. The Client agrees that employees and/or agents of Ground Control shall be entitled to enter the Client's premises to check compliance with this clause.

7.4. Until title in the Products has passed to the Client, the Client shall keep the Products insured for the price at which the Products were sold to the Client against all normal risks and shall procure that Ground Control's interest is noted on such policy of insurance. The Client shall hold any proceeds of any policy of insurance in relation to the Products on trust for Ground Control upon receipt of the same and account to Ground Control for any proceeds of any policy of insurance in relation to the Products upon receipt of the same. Any monies received from the Client by Ground Control in accordance with this clause shall not discharge the Client's liability to pay the price for the goods plus interest but shall be set off against any such liability.

8. SPECIFICATION

8.1. The quantity, quality, description and/or specification for the Products and/or the Works shall be that set out in Ground Control's tender (if agreed by the Client) or the Contract Particulars unless otherwise agreed in writing by the parties. The Client is responsible for checking the tender and satisfying itself that any specification given is accurate and adequate for the Products and/or Works. Ground Control shall have no Liability for errors in any specification or details supplied by the Client and the Client is solely responsible for their accuracy.

8.3. Details and/or specifications in any marketing material and price lists produced by Ground Control (whatever media they are in) are intended as a guide only and only give a general approximation of the Products and/or Works.

8.4. Ground Control shall not be liable for any issues arising from sub-surface conditions including, but not limited to, ground conditions, soil composition, underground water, geological features, and buried objects. The Client bears full responsibility for ensuring these conditions are suitable for the Works and must independently verify their adequacy prior to commencement of the Works. The Client agrees to hold Ground Control harmless for any additional costs and/or delays related to unforeseen sub-surface conditions.

8.5. The Client agrees to indemnify and keep indemnified Ground Control against any and all losses, liabilities costs (including legal costs on a full indemnity basis and increased administration costs) and/or expenses arising out of Ground Control's use of information, specifications, details and/or drawings supplied by the Client.

8.6. Ground Control reserves the right to make changes to the specification of the Products and/or the conduct of the Works as required from time to time by law, applicable safety requirements and/or manufacturing requirements. The Client acknowledges that such changes may make performance of the Contract for the Price impossible and in such circumstances such change shall be treated as a Variation.

9. CREDIT LIMIT

9.1. Ground Control may set a credit limit for the Client. Ground Control reserves the right to refuse to accept orders for Products and/or Works and/or to suspend or withhold delivery of Products and/or the performance of the Works if such Products and/or Works would result in the Client exceeding the credit limit or the credit limit is already exceeded.

10. PRICE

10.1. Subject to section 11, the price of the Products and/or the Works for the Term shall be as stated in the Contract Particulars.

10.2. Where the Contract Particulars state that purchase orders are to be provided and the Client has failed to provide one as required, Ground Control shall be entitled to suspend or terminate the Works in accordance with clause 15.1.

10.3. Ground Control's prices are exclusive of any applicable VAT for which the Client shall additionally be liable.

10.4. Unless otherwise stated within the Contract Particulars, Ground Control's terms of payment are net cash within 30 days of invoice. Time for payment shall be of the essence.

10.5. If the Client fails to make any payment in full on the due date Ground Control may charge the Client interest under the Late Payment of Commercial Debts (Interest) Act 1998.

10.6. Ground Control shall be entitled to invoice each delivery of Products and/or stage of the Works separately.

10.7. The Client shall pay all sums due to Ground Control under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

10.8. Payment shall not be deemed to be made until Ground Control has received either cash or cleared funds in respect of the full amount outstanding.

11. VARIATIONS

11.1. In the event of a Variation, the Price or the instalments by which it is to be paid may be adjusted.

11.2. In such circumstances, Ground Control shall provide to the Client a proposal stating the adjustment to the Price or instalments. The parties shall use reasonable endeavours to agree any adjustment to the Price and the instalments by which it is to be paid but in the absence of agreement the Price shall be adjusted in accordance with Ground Control's proposal.

Services we offer- Landscape Construction, Arboriculture, Winter Maintenance, Pothole Repairs, Electric Vehicle Charge Point Installations, Treatment of Invasive Weeds and Design

Ground Control Limited

Kingfisher House | Radford Way | Billericay | Essex CM12 0EQ | T 01277 650 697 | F 01277 630 746 | E info@ground-control.co.uk | www.ground-control.co.uk

GC16-2023-GMT001



- 12 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY
- 12.1 All intellectual property rights (including without limitation all patents, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) skill and/or know-how and other similar rights, whether existing now and/or in the future, wherever existing in the world together with the right to apply for protection of the same) in the Products, their packaging and/or arising from the Works shall be owned by Ground Control or Ground Control's suppliers as appropriate. Subject to payment of all sums due under this Contract, Ground Control agrees to grant the Client a royalty free non-exclusive licence to use such intellectual property rights for the purposes
- 12.2 of the Works and Products provided to the Client for the purposes of this Contract.
- 12.3 Each party agrees with the other that it will keep all confidential business information regarding the other party confidential and not disclose or use such information which may be disclosed to it or which it may learn except where such information is public knowledge or it is required to be disclosed by law.
- 12.4 The Client is not permitted to refer to Ground Control, the Products and/or the Works in any publicity material or social media posts without the prior written consent of Ground Control (at its absolute discretion).
- 13 DEFAULT
- 13.1 If the Client:-
- 13.1.1 fails to make any payment to Ground Control when due;
- 13.1.2 breaches the terms of this Contract (and if the breach is capable of remedy have not remedied the breach within 7 days of receiving notice requiring the breach to be remedied);
- 13.1.3 materially and/or persistently breaches any one or more terms of this Contract;
- 13.1.4 assigns this Contract or pledges or becomes unable to meet the Client's debts as defined under s123 of the Insolvency Act 1986; and/or
- 13.1.5 appears to Ground Control due to the Client's credit limit and/or credit rating to be financially inadequate to meet the Client's obligations under the Contract;
- then Ground Control shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 13.2 below.
- 13.2 If any of the events set out in clause 13.1 above occurs in relation to the Client then:-
- 13.2.1 Ground Control may enter, without prior notice, any of the Client's premises (or premises of third parties with their consent) where Products owned by Ground Control may be and repossess and dispose of or sell any Products found which are owned by Ground Control so as to discharge any sums due to Ground Control under this Contract or any other agreement with the Client;
- 13.2.2 Ground Control may require the Client not to re-sell or part with the possession of any Products owned by Ground Control until the Client has paid in full all sums due to Ground Control under this Contract or any other agreement with the Client;
- 13.2.3 Ground Control may withhold delivery of any undelivered Products and stop any Products in transit;
- 13.2.4 Ground Control may withhold the performance of any Works and cease any Works in progress;
- 13.2.5 Ground Control may cancel, terminate and/or suspend without Liability to the Client this Contract;
- 13.2.6 Ground Control may cancel, terminate and/or suspend without Liability to the Client any agreement with the Client; and/or
- 13.2.7 all monies owed by the Client to Ground Control, together with any cancellation or breakage costs shall forthwith become due and payable.
- 14 REPAIRS AND REPLACEMENTS
- 14.1 Ground Control will at Ground Control's option either refund the price, repair, replace free of charge or re-perform any defective Products and/or Works where the defect is apparent on inspection provided that the defect is notified to Ground Control within 7 days of delivery of such Products or performance of the Works and the defect remains capable of remedy.
- 14.2 Ground Control shall have the right, upon Ground Control's request, to inspect the subject-matter of any allegedly defective Works at a mutually convenient time, and Ground Control will not have any Liability for defective Works until Ground Control has been allowed to make such inspection.
- 14.3 Ground Control may at Ground Control's sole discretion replace, repair free of charge, re-perform or refund the price of defective Products and/or Works which are not notified to Ground Control within the specified time limit where in Ground Control's opinion the defect would not have been ascertainable on inspection and has been notified to Ground Control as soon as reasonably practicable.
- 15 SUSPENSION & TERMINATION
- 15.1 Ground Control may suspend or terminate all or part of its engagement under this Contract at any time upon written notice to the Client. In the event of any suspension or termination, the Client shall pay Ground Control the amount properly due and payable to Ground Control under this Contract as at the date of suspension or termination plus the costs of any Products and/or Works already delivered and Ground Control's costs incurred as a result of suspension or termination. Ground Control shall not be liable for any costs, expenses, disbursements, losses (including indirect or consequential losses), loss of profits, loss of fees or similar losses suffered by the Client as a result of the suspension or termination.
- 16 LIMITATIONS ON LIABILITY
- 16.1 Ground Control shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Client's continued use of defective Products and/or Works after a defect has become apparent or suspected or should reasonably have become apparent to the Client.
- 16.2 The Client shall give Ground Control a reasonable opportunity to remedy any matter for which Ground Control are liable before the Client incurs any costs and/or expenses in remedying the matter. If the Client does not do so Ground Control shall have no Liability to the Client.
- 16.3 Ground Control shall have no Liability to the Client for any:-
- 16.3.1 consequential losses;
- 16.3.2 loss of profits and/or damage to goodwill;
- 16.3.3 economic and/or other similar losses;
- 16.3.4 special damages and indirect losses;
- 16.3.5 loss of data and/or information; and/or
- 16.3.6 business interruption, loss of business, contracts, opportunity and/or production.
- 16.4 Ground Control's total Liability to the Client in relation to this Contract (whether or not due to a number of claims) shall not exceed the lower of the Price or any amounts the Client has paid Ground Control towards it.
- 16.5 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
- 16.5.1 Liability for breach of contract;
- 16.5.2 Liability in tort (including negligence);
- 16.5.3 Liability for breach of statutory duty; and
- 16.5.4 Liability for breach of common law.
- except clause 16.5 above which shall apply once only in respect of all the said types of Liability.
- 16.6 Ground Control shall have no liability to the Client in respect of matters arising from any loss, damage or injury:
- 16.6.1 to or occurring in areas not identified within the Site Plan or not forming part of the Works ;
- 16.6.2 caused to the delay of Ground Control performing the Works where Ground Control has used reasonable endeavors to attend the Client Premises;
- 16.6.3 caused where Ground Control are unable to access the Client Premises and/or parts thereof;
- 16.6.4 caused where Ground Control deem the Client Premises unsafe and subsequently leave;
- 16.6.5 to areas that are obstructed on the Client Premises preventing Ground Control completing the Works to those areas;
- 16.6.6 to areas due to failure to pay the Price.
- 16.7 The Price does not include any necessary traffic management cost and any requirement for Ground Control to organise, manage or procure traffic management Works shall be treated as a Variation.
- 16.8 Nothing in this Contract shall exclude or limit Ground Control's Liability for death or personal injury due to Ground Control's negligence or any Liability which is due to Ground Control's fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
- 16.9 Ground Control's maximum liability for Liquidated Damages for failure to deliver Products and/or Works on time or to a requisite standard shall be limited to 0.5% of the price of the relevant Products and/or Works relating to such failure.
- 16.10 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.
- 16.11 If Ground Control is responsible for the loss of any Access Equipment, its liability for the loss of such Access Equipment shall be
- E25.
- 16.12 Ground Control shall be under no Liability in respect of any defect in the Products and/or Works arising from any drawing, design or specification supplied by the Client.
- 16.13 Ground Control shall be under no Liability in respect of any faults or defects arising after risk in the Products has passed which is caused by any subsequent damage not due to a defect in the Products and/or Works as appropriate or any faults or defects caused by willful damage, abnormal working conditions, failure to follow Ground Control's instructions, misuse, alteration or repair of Products and/or Works without Ground Control's approval or negligence on the Client's part or a third party.
- 16.14 Ground Control shall not be required to undertake any monitoring obligations in respect of the Client Premises unless expressly stated within the Contract Particulars.
- 16.15 Unless expressly stated within the Contract Particulars, the Works do not include tree surgery or any tree work whatsoever. Trees on the Client Premises remain the Client's sole responsibility and Ground Control shall have no Liability to the Client or to any third party arising from damage caused by falling trees.
17. GENERAL
- 17.1 The Client will at all times comply with all applicable law and regulation (including all or any of common law, statute, rule, regulation, decision of the court, code of practice, guidance note, statutory guidance or official guideline of any governmental authority or agency of regulatory body) concerning health and safety matters
- 17.2 The Client agrees to indemnify and keep indemnified Ground Control against any and all losses, liabilities, costs (including increased administration costs and legal costs on a full indemnity basis) and expenses suffered by Ground Control and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Client.
- 17.3 Any notices served under this Contract shall be sent to the address of each party as noted in the relevant tender and, in the alternative in relation to the Client, to the Client's registered office or principal place of business.
- 17.4 No waiver by Ground Control of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 17.5 If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 17.6 Ground Control shall have no Liability to the Client for any delay in performance of this Contract to the extent that such delay is due to any events outside Ground Control's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor delays, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If Ground Control is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance and the Client shall pay Ground Control any reasonable additional costs incurred as a result .
- 17.7 The Client shall not assign, delegate and/or place in trust the Client's interest in the Contract (or any part) without the written consent of Ground Control.
- 17.8 All third party rights are excluded and no third party shall have any right to enforce this Contract. Any right of a third party to enforce this Contract may be varied and/or extinguished by agreement between the parties to this Contract without the consent of such third party.
- 17.9 If any dispute arises between the parties out of, or in connection with, this Contract, the matter shall be referred to a director of the Client and the Authorised Representative who shall use their reasonable endeavours to resolve it. Unless the parties have failed to resolve the dispute within 90 days of the referral or such further period as the parties may agree in writing neither party shall commence formal legal proceedings except that either party may at any time seek urgent interim relief from the courts.
- 17.10 This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

Services we offer- Landscape Construction, Arboriculture, Winter Maintenance, Pothole Repairs, Electric Vehicle Charge Point Installations, Treatment of Invasive Weeds and Design

Ground Control Limited

Kingfisher House | Radford Way | Billericay | Essex CM12 0EQ | T 01277 650 697 | F 01277 630 746 | E info@ground-control.co.uk | www.ground-control.co.uk

GC16-2023-GMT001