



## NESS Terms and Conditions

### 1.0 DEFINITIONS

In these Terms and Conditions the following words have the following meaning unless the context requires otherwise.

**“Agreement”** means the agreement between the Company and the Member on which these Terms and Conditions are based;

**“Company”** means Ramora Global Limited trading as Ramora UK;

**“Member”** means any individual, firm or corporate body whose Membership application is accepted by the Company;

**“Membership”** means the same as Agreement;

**“Membership Benefits”** means benefits or privileges that are included within the Membership;

**“Membership Period”** means the period of valid Membership;

**“Membership Year”** means the period of 12 months commencing from the start of the Membership;

**“Out-of-Hours Call-Out”** means Company Works provided outside the normal working hours of 09:00 – 17:00 Monday – Friday and on public holidays;

**“Standard Services”** means a Company service that has no requirement for any third party involvement;

**“Works”** means all services and products which are provided to the Member by the Company.

### 2.0 APPLICATION

2.1 By signing the NESS Order Form, the Member agrees to accept these Terms and Conditions in full.

2.2 These Terms and Conditions shall govern the Membership during the continuance of the Membership Period including any amendments made.

2.3 These Terms and Conditions should be read in conjunction with the Company's General Terms and Conditions.

2.4 If there is an inconsistency between any of the provisions of these Terms and Conditions and the Company's General Terms and Conditions, the provision of these Terms and Conditions will prevail.

### 3.0 ACCEPTANCE AND COMMENCEMENT

3.1 Acceptance of Membership is at the absolute discretion of the Company.

3.2 The Membership shall commence upon the receipt of the Member's signed NESS Order Form in accordance with the Membership Period stated on said form. The Company will accept the Member's signed NESS Order Form by email, however, an original must also be forwarded.

### 4.0 MEMBERSHIP BENEFITS

4.1 The Member shall be entitled to Membership Benefits for the duration of the Membership Period.

4.2 Membership Benefits vary according to the Membership level purchased.

(i) The following benefits apply to Bronze Membership:

- 5% Discount on Company Standard Services

(ii) The following benefits apply to Silver Membership:

- 10% Discount on Company Standard Services
- Either a free Time Expired Pyrotechnics (TEP) collection or a free Standard Service in the form of an EOD call-out to site (one day only)

(iii) The following benefits apply to Gold Membership:

- 15% Discount on Company Standard Services
- Either two free TEP collections or a free Standard Service in the form of an EOD call-out to site (one day only) and a free desktop UXO study

4.3 The Company reserve the right to amend Membership Benefits at any time at their sole discretion.

### 5.0 CONDITIONS OF USE

5.1 Membership Benefits can be utilised by any Member owned sites on the UK mainland.

5.2 Free of charge Membership Benefits are available to UK mainland sites only. Any sites outside of the UK mainland will incur a surcharge, the price of which is to be provided in writing by the Company prior to the commencement of any Works.

5.3 TEP collections are limited to 12.5kg Net Explosive Quantity (NEQ) per collection, unless taken with the Company's TEP Store Rental Scheme where the collections will be limited to the main stores capacity.

5.4 All TEP collections are subject to the TEPs being deemed safe for transport by the Company. Any items that are deemed unsafe for transport may incur a surcharge for onsite disposal.

5.5 The Membership is non-transferrable and therefore may not be transferred to any other individual, firm or corporate body.

5.6 A reactive Out-of-Hours Call-Out is only provided where there is an immediate risk to public safety or property.

5.7 Response to site is guaranteed, however the time frame for attendance will be prioritised for each individual task based on severity of risk.

### 6.0 PRICE AND PAYMENT

6.1 Prices for all Membership levels will be shown in the appropriate Company's price list or as quoted in writing.

6.2 Membership fees will be invoiced at the commencement of the Membership Period for a Membership Year and annually thereafter. The invoiced amount shall be payable in accordance with the payment terms stated on the invoice, unless otherwise agreed in writing.

6.3 Any failure to make payment in accordance with the Company's payment terms may result in suspension of all Membership rights and benefits until such time as Membership fees have been paid in full.



6.4 Prices for call-outs will be supplied in writing at the beginning of the annual membership period. By signing the NESS Order Form, the Member agrees to these prices which will be invoiced for the applicable amount following a call-out.

## **7.0 MEMBERSHIP PERIOD AND RENEWAL**

7.1 The Membership Period is as stated on the Members signed NESS Order Form.

7.2 The Membership is a rolling Agreement and will automatically renew at the end of the Membership Period unless the intention to terminate the Agreement is provided by the Member to the Company, in writing by post, at least 30 days prior to the end of the Membership Period.

## **8.0 TERMINATION**

8.1 The Member may terminate the Membership by written notice, at any time, although if this occurs no refunds will be provided for payments already made in relation to the terminated Membership.

8.2 The Company may terminate the Membership by written notice, at any time, if the Member commits a serious or repeated breach of the Agreement.

8.3 On termination of the Membership all rights and benefits will cease.

## **9.0 VARIATION**

9.1 The Company reserve the right to revise and amend these Terms and Conditions at any time.

## **10.0 LAW AND JURISDICTION**

10.1 These Terms and Conditions shall be governed by, and construed in accordance with, the laws of England and Wales.

10.2 Any dispute, controversy, proceedings or claim between the Company and the Member relating to these Terms and Conditions or the Agreement shall fall within the jurisdiction of the courts of England and Wales.