

TERMS AND CONDITIONS

Variations to the above scope would be chargeable at rates dependent upon the scope of additional works undertaken.

The project management fee assumes a linear process for the setting up and completion of the site walkover and site works. Upon confirming the dates for the proposed site investigation works and upon attendance, the scope of works is subsequently altered by the client or if access is not available at the scheduled time or date, or if works overrun through no fault of HESI there may be additional charges to cover our administrative and professional time to resolve or rearrange. These fees are identified as follows

- ENGINEER – Abortive inspection or visit, no answer to site, no access to the site - £950.00.
- WINDOW SAMPLER - Abortive visit due to no access, locked gates, rig does not fit to the desired locations - £895.00.
- WINDOW SAMPLER - Additional days' work outside the original scope of works - £895.00.
- SHELL AND AUGER BOREHOLES - Abortive visit due to no access, locked gates, rig does not fit to the desired locations - £995.00.
- Costs will also be incurred for the proposed timeline of days for proposed for the drilling works as follows :-
 - 1 x 15m – One chargeable day in lost work for Engineer and Second Man - £850.00 plus VAT.
 - 1 x 20m – One chargeable day in lost work for Engineer and Second Man - £850.00 plus VAT.
 - 1 x 30m – Two chargeable days in lost work for Engineer and Second Man - £850.00 plus VAT.
 - 2 x 15m – Two chargeable days in lost work for Engineer and Second Man - £1700.00 plus VAT.
- SHELL AND AUGER BOREHOLES - Additional days' work outside the original scope of works - £995.00.
- SHELL AND AUGER BOREHOLES - Overnight Accommodation, (Engineer & Second Man), £300.00.

It should be noted that the rigs do not traverse over rough terrain, they do not navigate steps or sharp bends and are limited to the access which is available on site at the time of the inspection. The access to specific borehole locations are to be provided by the client and we cannot be held accountable for limitations on access due to site restrictions. We are not responsible for creating access to the borehole test locations and the onus is on the client to prepare the site for our arrival.

If a draft report is requested at the time of the enquiry, the fee includes for one revision following client feedback. Otherwise, production of a draft version or any other report revisions will be charged at our standard hourly rates with a minimum charge of £395 + VAT.

HESI Working hours are 8 hours a day including travel times, although, we will endeavour to complete work assigned. If inductions are required as part of the access into the site, this may detract from the amount of drilling works we have assigned possible for the project and will result in a reduction in the potential completed works for the site. If inductions are a timely procedure depending on risk and the site, consultation with ourselves should be made prior to arrival to ensure the smooth running of the project and avoid disappointment if elements of the works are not completed.

Unless agreed before commencement, all work will be undertaken in accordance with our standard terms and conditions.

Future assignments will incur a fee. We have assumed that the Client will:

- Comply with their obligations arising under the Construction (Design and Management) Regulations 2015, including, but not limited to appointing in writing a Principal Contractor and Principal Designer and making available the Pre-Construction Information and the Principal Contractor's Construction Phase Plan, but most notably the statutory services information. Unless otherwise stated by the client, it is assumed that the Client has taken on the role of Principal Contractor and Principal Designer.
- HESI reporting concludes recommendations within reporting as to the anticipated design of the specific project, with the detailed design being offered by the design team which we would not be part of. Should a detailed design be required, this can be requested.
- Arrange the necessary access to the site – abortive costs are chargeable where HESI is unable to progress works upon arrival on site. We expect you to open up the site for us upon arrival for all site visits. If HESI are required to collect or return keys from a location off-site, additional fees may be charged.
- Provide adequate welfare facilities for HESI team as necessary;

- Provide information on any constraints relating to the site that may pertain to the proposed work, including, but not limited to, Unexploded Ordnance, Tree Preservation Orders, Protected or Notable Species, Nesting Birds, areas of archaeological interest, buried services or underground storage.

We have assumed that all works can be completed during normal working hours, and that we will have free and unrestricted access for all plant and equipment. We assume we can either use welfare on site (toilet and hand washing facilities as a minimum) or local public welfare facilities, assuming these are within a 7-minute drive or 10-minute walk. We assume the client can provide welfare if these options are not available. Additional costs will be necessary to provide welfare if this is not the case. In accordance with our environmental policy, we no longer produce hard copies of reports as standard. This can be produced at additional cost if required.

Programme and costs of subsequent phases, if required will be dependent on findings of the intrusive investigation, and cannot be estimated at this stage.

It should be borne in mind that should delays ensue, or site works exceed duration estimated in the quotation and subsequent timescales owing to difficult ground conditions or circumstances out of HESI's control, it may be necessary for our fees to be re measured.

Unless a full GPS survey is required (additional costs), exploratory hole positions will be measured using a tape and reel, and locations marked approximately on a site plan presented in pdf.

We have not allowed for erecting safety barriers around working areas. This can be allowed for, if required.

We have assumed that any excess spoil from trial pits or boreholes may be left on site, for re-use by the Client or for disposal offsite in accordance with current Waste Regulations.

Where possible, it will be endeavoured to position exploratory holes so as to minimise damage or disruption. However, HESI shall not be liable for any damage necessarily and unavoidably caused in the carrying out of the services on the site. This includes, but is not limited to, damage caused by vibrations to on-/off-site buildings and/or boundary walls. Please note that the client is required to arrange any parking permissions ahead of intrusive works. Failure to do so is likely to result in abortive costs.

We will require you to provide site plans showing the exact locations of underground services, tanks and associated pipe work if available. If the location of buried services is unknown, we will carry out specialist utilities clearance for the fee given within our proposal. HESI cannot be responsible for damage to any services, tanks or pipe work, or costs of repairs arising from such damage occurring as a result of site works undertaken unless we are clearly shown the positions of services or unless the specialist utilities clearance is carried out.

Please note that specialist utilities clearance involves clearance of each exploratory hole location to ensure that there are no buried services beneath proposed drill/dig locations only. It does not include a utility mapping exercise to locate all buried services at the site. We can, however, carry this out at additional cost if required. We could also carry out a topographical survey at additional cost if this is required for plotting mapped utilities onto.

Unless explicitly stated otherwise, we have not included for any external project meetings or consultations, or for holding any discussions with the regulators at this stage. Unless specified otherwise, liability associated with asbestos, including surveys, identification and removal, is excluded. In our pursuit of excellence, HESI strive to provide an exceptional service always. We look forward to hearing from you and would like to thank you for the opportunity to provide our proposal for this work. Should you wish for any further information please do not hesitate to contact us.

Table 1 *Timescales for Proposed Works*

Description	Week										Anticipated Duration
	1	2	3	4	5	6	7	8	9	10	
Intrusive Investigation	✓										1 Day
Laboratory Testing		✓									2 Weeks
Ground Investigation Report		✓	✓								1 Week

CONDITIONS OF ENGAGEMENT

1, COMPENSATION AND PAYMENT

This Contract is based on the terms outlined in HESI' Offer (this may be presented in an email or other document).

Compensation for the performance of the services by HESI shall be as specified in the Offer made by HESI and, unless otherwise indicated herein, HESI shall invoice the Client on completion for the Services performed and expenses incurred during the month.

The Client shall make payment of the invoiced amount into HESI' designated bank account within the agreed time from the date of the invoice. Any amount not paid within that period shall accrue interest from the due date until receipt of payment by HESI at a rate equivalent to 8% per annum above the Bank of England base lending rate. HESI may request upfront full or part payment where deemed necessary.

Compensation for the performance of the Services by HESI shall be exclusive of value added tax or its equivalent (VAT). VAT shall be paid by the Client as part of the invoiced sum and invoices will separately identify this tax.

2. INSURANCES

HESI shall at its own cost and expense maintain workers compensation, employer's liability, motor vehicle, public liability and professional indemnity insurance coverage in amounts in accordance with legal requirements and HESI own business requirements.

HESI aggregate liability under or in connection with the contract (whether or not as a result of the HESI' negligence or failure to carry out work required, and whether in contract, tort or otherwise in law) shall not exceed the PI cover in place. This liability expires after a period of 12 months following issue of HESI' report.

3. PROJECT INFORMATION

The Client shall make available to HESI all data on project scope, schedule, cost and quality requirements and other information reasonably necessary to allow HESI to perform the Services and HESI shall be entitled to rely upon all such information made available by the Client.

4. INTELLECTUAL PROPERTY RIGHTS

Copyright of all drawings, reports, and other documents provided by HESI in connection with the Services shall remain vested in HESI but the Client shall have a licence to copy and use such drawings, reports, and other documents and to reproduce the designs contained in them for any purpose related to the project in relation to which the Services are performed. HESI shall not be liable for any use by the Client of any of the drawings, reports, or other documents for any purpose other than that for which the same were prepared and provided by HESI.

5. TERMINATION/SUSPENSION

The Client may terminate the performance of the Services if HESI is in material breach of its obligations herein and HESI has not commenced to remedy that breach within thirty (30) days after receipt of a written notice to that effect from the Client. HESI may suspend or terminate performance of the Services if any compensation payable to HESI has been outstanding for more than forty-five (45) days from the date of HESI' relevant invoice. In the event of termination of the performance of the Services, the Client shall make payments to HESI for, (a) all invoice and interest amounts outstanding at the date of termination, (b) that part of the Services completed up to the time of termination and (c) all expenses of termination incurred by HESI in connection with the performance of the Services.

HESI require a minimum of 72 hours notice of termination of fieldworks. Where this notice is not given, the client will incur abortive costs. Where HESI has incurred costs, the client is responsible for payment of all costs where a contract is terminated post instruction.

6. NON-POACHING

The Client agrees that it shall not during the period of the Agreement and for 12 months after its termination, recruit or engage directly or indirectly, whether as an employee, independent contractor or otherwise any person who has at any time during the 12 months immediately prior to such termination been employed or engaged by HESI in carrying out the Services and with whom as a result the Client had material contact with during the 12 months immediately preceding the termination of the Agreement.

Whilst the undertaking in this condition is considered by the Parties to be reasonable in all the circumstances, if any part of it is held invalid as an unreasonable restraint of trade or for any other reason but would have been held valid if part of the wording had been deleted, the period reduced or the range of activities or area dealt with reduced in scope, the undertaking will apply with such modifications as may be necessary to make it valid.

7. DAMAGES

HESI expect that the client is aware of the impact of the works instructed. HESI shall not be liable for any damage necessarily and unavoidably caused in the carrying out of the Services on the site. This includes, but is not limited to, damage caused by vibrations to on-/off-site buildings and/or boundary walls, or to ground surfaces.

8. ENTIRE AGREEMENT

All the Services shall be deemed to be undertaken under the terms of the ICC Infrastructure Conditions of Contract – Ground Investigation Version (2011) and in accordance with current best practice. No changes, modifications or amendments to the terms and conditions of the Agreement shall be valid unless agreed to by the Parties in writing and signed by their authorised officers. Should there be any conflict between the terms and Special conditions of this Agreement and the ICC Infrastructure Conditions of Contract – Ground Investigation Version (2011) then the terms and conditions of this Agreement shall prevail.

9. ASSIGNMENT

HESI reserves the right to assign or novate this contract to any associate company, without further notice to the client.

10. THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 shall not operate to confer any rights on any person who is not party to this contract.

11. WAIVER

Failure by HESI to exercise or enforce any right or remedy conferred by the Agreement shall not be construed as a waiver of any other right or remedy conferred by the Agreement at that time, or a waiver of that right or remedy or any other right or remedy conferred by the Agreement at any other time.

12. SEVERABILITY

Invalidity or unenforceability of one or more provisions of the Agreement shall not affect any other provision of the Agreement.