

CONTINUOUS FLIGHT AUGER PILES

TERMS AND CONDITIONS OF SUB-CONTRACT

1. **Basis of Tender** In view of the specialist nature of our work our offer (or as agreed and amended in writing) should be incorporated into the sub contract and take precedence in the event of any conflict between the various documents that form the sub contract. Our rates and prices are nett exclusive of VAT and will remain fixed subject to completion of our works before the end of 3 months from the date of tender. This offer is open for acceptance for six weeks from the date hereof after which time it shall be considered withdrawn. The starting period (week commencing) is subject to the availability of labour, plant and materials at the time of receipt of acceptance of our offer.

2. **Safety** We will carry out the work in accordance with our Method Statement and Health and Safety Policy.

3. **Programme** We have allowed for completing our work, unless otherwise stated, using one rig in one visit to the site during normal working hours (up to 12 hrs/day at our option) without restriction or interruption, and to a logical sequence. The piling period will commence when the first pile is pitched and will end when the final pile is completed. LAD's have not been allowed for in this offer and in any case our exposure to the aggregate of LAD's and contractors delay costs should not exceed £1000 per week.

4. **Bond/Collateral Warranties** are expressly excluded unless agreed in writing. Notwithstanding this we warrant that we shall design and carry out the works in a workmanlike manner and exercise reasonable skill and care in accordance with these terms and conditions. This warranty commences from practical completion of the works for a period of 10 years provided that payment has been received in full and on time.

5. **Notices and Records** Our Daily Reports are deemed to be full and proper notice of the events recorded on them irrespective of whether the records are signed unless they are returned to us on site within one working day of submission with any item disputed. Separate and additional notices may be sent from our Head / Regional Offices. The notices and records within the Daily Reports are to be recognized as forming the basis of potential re-rating or valuation of variations or additional work where entitlement is founded within the Contract.

6. **Adjacent Structures and Services** We require all necessary permissions or approvals to be obtained from adjoining owners of structures and service operators to permit the execution of our works. We also require that you identify and ensure that any and all required protection, shoring, underpinning or structural remedial works shall be carried out prior to commencement of our piling work. In the absence of the above measures we will be provided with complete insurance cover indemnifying us without cost against damage to the structure/service concerned together with any third party claims resulting from such damage arising from the proper execution of our work. Noise/Vibration and nuisance will be kept to a reasonable level compatible with normal plant usage (Typically 85 – 95 dBA, 5 – 10mm^{s-1} (Driven), 0 mm^{s-1} (CFA), 5m from source). However, if our work programme or methods are to be subject to controls from any source, we require to be instructed in writing as to the alternative action which we are to take. All additional costs resulting from complying with such instructions will be reimbursed to us and the period for completion extended as necessary.

7. **Terms of Payment** Please note that before entering into a sub-

contract for the execution of this work, we may require to agree special terms of payment subject to credit assessment. In the event that we do not take up this option then payment shall be made in within 28 days of the application/invoice date. **Retention shall not be deducted.** In the event that payment is not received within the stipulated time, interest on the outstanding moneys shall be paid at 8% per annum. Ownership of materials shall not pass to the Employer until full payment is received. No deduction or "set-off" shall be made from sums due to us unless they are accepted by us in writing or where such amount has been awarded against us by the decision of any Court or Arbitrator, and where such an amount is related directly to this particular contract.

8. **Design** We accept that we are required to exercise all reasonable skill and care in our design of the Sub-Contract Works and our selection of materials. It must be clearly understood that should the ground conditions actually encountered be as such as to warrant modifications to the scheme and quantities of work now proposed, the price and programme time would be subject to a corresponding adjustment. If at any time during the progress of the works, we consider that variations to the scheme presently proposed are required, we would advise you of the technical reasons for our revised proposals and seek your approval to them. We will not accept responsibility for settlement and consequential loss due to either Settlement or movement due to underpinning, mine workings or cavities, use of explosives, springs, artesian water or to the presence of acids or other deleterious matter, and loss of support due to subsequent workings or other causes outside our immediate control or knowledge. OR Any fault in the junction between piling and subsequent works. Pile Capacities have been determined from the loads indicated to us and, unless specifically stated, no allowance has been made for negative skin friction, ground heave or other forces.

9. **Disputes Resolution** All disputes should be registered within 14 days and if unresolved will be referred to arbitration under the Arbitrators' Short Form Arbitration Rules 1991. Late payment does not constitute a dispute and would be pursued in the County Courts.

10. **Opening Up and Testing of the Works** Where any opening up for inspection, testing and reinstatement is instructed and the work, the subject of such instruction, is found to be in accordance with the Contract, then any costs and expense in respect thereof shall be added to the Contract Sum together with the granting of an appropriate extension of time for completion of the Works

11. **Attendances** listed separately should be provided and maintained throughout piling works. You should note that our Risk Assessment for this project will specifically include reference to the Employers responsibilities in respect of certain issues identified in this Attendance schedule.

12. **Insurances** This tender is based on the provisions of insurances in the amounts and kinds set out in our schedule (available on request). Our liability in the event of our design or works being found to be negligently executed whether arising in tort, contract or otherwise shall be limited to the limit of any insurance effected by us as set out in our schedule. It shall be the sole responsibility of our Employer to arrange such other insurances as he shall consider appropriate.