

# C.A. DRILLERS LIMITED

DIAMOND DRILLING • DIAMOND SAWING • ROBOTIC DEMOLITION

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## TERMS & CONDITIONS

Unless otherwise expressly stated in writing by a Director of CA Drillers Limited ('CA') the below are conditions precedent to any agreement under which CA carries out works.

### Customer/Others (i.e. authorised/qualified third party/parties) shall:

Prior to CA's attendance at Site, carry out an Asbestos Survey of all work areas;

Prior to CA's commencement of works, carry out a CAT scan of all work areas and accurately Mark Out the required holes/chases/cuts (Please do not ask CA operatives to do this as they are not engineers);

Mark out in a manner that will as far as is practical avoid/minimise impact with excessive rebar;

Satisfy themselves as to the adequacy of CA's standard water protection (i.e. polythene and bin) and if further measures are required, supply details to CA and request a quotation.

### Customer to supply free of all cost to CA:-

Within such time so as not to cause delay or disruption, all necessary and relevant information, ensuring that the terms of such information are complete and accurate in all respects;

Safe access to the Site and to all work areas, office accommodation and appropriate welfare facilities.

All support work and safety measures as are deemed necessary by engineers/Safety Officer;

Adequate supply of water and disposal of surplus water/slurry;

Adequate supply of 110-volt power and supply cable over 50 metres where required;

Electrician to wire up and disconnect (3 phase) electrical supply suitably protected by earth leakage device. 63amp 5pin plug required with 'D' rated fuse;

Scaffolding, Hoisting & Craneage as required;

Removal of all material cut/drilled out (unless otherwise expressly specified);

Space to park one van or up to £60 per day expenses

Payment of Congestion Charge @ £15 per day;

Adequate protection of public from work;

### CA's rates are for drilling & cutting only and are based on the following assumptions (additional charges shall apply where these assumptions are not met):-

Re-bar in slab not exceeding 16mm at 300mm centers;

Minimal allowance for water protection (i.e. polythene and bin);

Rates based accounting only for manufacturer's H.A.V.S statistics (Hand Arm Vibration Syndrome). Should your specific task/material alter these figures then the rate would be pro-rata accordingly;

Removal of waste by CA only to a designated central point on same level;

Retention is not applicable;

Rates are strictly subject to CA's Minimum Day Rate of per Operative/Day which will apply whenever the value of measured works does not meet the Minimum Day Rate (e.g. due to factors such as locality of the works, restricted access, failure to Mark Out or other delay beyond CA's control).

CA will not be held responsible for any services that may be damaged due to incorrect marking out by site.

Additional works (including but not limited to increased quantity or depth) shall be charged *pro rata*.

CA's Operatives will record their work on a daily basis. These records will be presented daily for signature and collected when signed, at least weekly, and they shall form the basis of our valuation(s). CA reserves the right to cease work should the sheets not be signed/returned.

A 15% cancellation fee will be applicable for any pre-paid works if cancelled once payment has been taken. A refund will be made to you once the charge has been deducted from full amount previously paid.

Should generators be supplied by CA, whilst on site/in transit they are deemed to be 'on hire' under C.P.A Model Conditions.

Whenever CA Operatives require accommodation and/or where Site Facilities are not available, Preliminaries are chargeable in addition at a rate of 7.5% of the total cost of works.

It is not possible to cover all contingencies relating to diamond processes here. For work required in particularly difficult or scattered locations rates must be negotiated.

The Customer warrants that all information supplied to CA shall be accurate and complete and acknowledges that CA shall have relied - and were entitled to rely - upon such accuracy and completeness.

Any dates stated (e.g. for commencements or completion of works) are estimates only. CA undertakes only to carry out works within reasonable time. Under no circumstances will CA be liable for any loss (including profit loss), costs, damages, charges or expenses emanating from delay.

**These conditions of contract shall take precedence over any other relevant condition or terms appearing in any letter or other document issued by the Customer unless otherwise agreed by a CA Director in writing.**

Any queries relating to CA's Invoices/Applications For Payment must be raised in writing by the Customer no later than 7 days following the date of the Invoice/Application (which shall be the Due Date) and no purported query or dispute raised thereafter shall be valid. The Final Date For Payment is 23 days after the Due date. If full payment is not received by the Final Date For Payment, CA shall be entitled to withdraw credit facilities without notice (meaning that every Invoice/Application automatically becomes due) and to claim interest, debt recovery costs, compensation, etc. under the Late Payment Of Commercial Debts (interest) Act 1998 as amended.

For our Data Protection Policy please visit: [www.cadrillers.com/privacy-policy/gdpr](http://www.cadrillers.com/privacy-policy/gdpr)