

# CA DRILLERS LIMITED

DIAMOND DRILLING • DIAMOND SAWING • ROBOTIC DEMOLITION

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## CA Drillers Terms & Conditions for Scanning Pull Out Testing

**Unless otherwise expressly stated in writing by a Director of C.A. Drillers Ltd ("CA") these conditions of contract are conditions precedent to any agreement under which CA carries out works and no purported condition(s) or term(s) appearing in any letter or other document issued by the Customer shall apply.**

Unless otherwise stated by CA in writing, our estimate will remain valid for a period of 1 month from the date thereof. If we are not permitted to start our work within this period, we reserve the right to renegotiate rates.

Cancellations within 3 working days of scheduled start date are chargeable at 50% for the first 3 days of work. Cancellations within 1 working day of the scheduled start date are chargeable at 100%. No charges will be made if CA is able to reallocate personnel and resources to other work.

CA reserves the right not to commence work until written acceptance of the Estimate is received. However, should work proceed as instructed (by whatever means) a binding contract shall automatically come into being based exclusively on CA's Estimate and the Terms & Conditions thereof.

Changes to the scope of works/specification instructed in the course of CA's attendance on Site must be given in writing by a Manager or Director and communicated by e-mail to CA's Offices without delay. Otherwise, such purported instruction shall be void and there is no guarantee that the change will be undertaken. This is for the protection of both parties and to ensure clear lines of instruction.

The estimated/quoted cost of the Report includes a draft (where requested), a final issue and one revision only. Any further amendment will be charged at CA's hourly rate.

Under no circumstances shall CA have any responsibility or be held to account for any damage or the consequences of any damage (howsoever arising) to buried services such as cables, fibre, pipes, sewers etc... with NO exceptions. CA will present the data received from the equipment employed for analysis and use by the Customer/others. Responsibility for accurate and appropriate interpretation of Scanning/Testing results and for the issuing of instructions to proceed with any works within the scanned/tested area remains entirely with Customer. CA cannot be held responsible for interpretations extracted from the data which is presented.

This work is mainly of an investigative nature and given the industry/projects undertaken it is not possible to guarantee a fixed rate/timespan for completion. Therefore, all work is estimated according to a schedule of rates and all costs are subject to remeasure at the end of the project.

Other than technical results and information, the ownership of/Intellectual Property in any/all systems introduced/implemented remains with CA and is not to be used/applied/ implied beyond the particular project/contract.

Availability of resources where quoted is an estimate based on the programme of work as presented to CA at the time of quotation and in this Industry, programmes can vary from day-to-day. Where the starting date is critical it must be irrevocably confirmed at the time of placing an order. No programming commitment can be undertaken before such irrevocable confirmation is provided and even so, all programming is subject to the completion of previous work in hand.

Save to the extent that exclusion of liability is prohibited by applicable law (e.g. death, personal injury, fraud) CA shall not be responsible for any loss, damage or injury caused by circumstances beyond our control and accordingly the Customer indemnifies CA and shall keep us indemnified.

Under no circumstances shall CA bear responsibility for delays in the completion of any project resulting from poor/restricted access or failure to issue timely/accurate/clear instructions.

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;

Retention is not applicable under any circumstances;

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

Unless otherwise expressly agreed in writing by CA there is no Design Element to CA's works;

CA's quoted price allows for one continuous visit to site working agreed hours on any/all of Monday to Friday (excluding Bank/Public Holidays) between 7.30am to 4.30pm. NPO/premium rates are chargeable for 'out-of-hours' work;

Unless expressly otherwise stated herein a 15% cancellation fee will be applicable for any pre-paid works if cancelled once payment has been taken. A refund will be made once the charge has been deducted from the full amount previously paid;

All of CA's Quotations and Rates are Exclusive of VAT.

**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 Invoice/Application (which date shall be the Due Date) and no purported query or dispute of any kind 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 at its absolute discretion to withdraw Credit Facilities without notice (meaning that every Invoice/Application shall automatically become due) and to claim interest, debt recovery costs, compensation, etc. under the Late Payment Of Commercial Debts (Interest) Act 1998, as amended.**