

CA DRILLERS LIMITED

DIAMOND DRILLING • DIAMOND SAWING • ROBOTIC DEMOLITION

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CA's Operatives will record their work on a daily basis. These records ("Worksheets") will be presented daily 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 Worksheets not be signed/returned;

Should Generators be supplied by CA, whilst on Site/in transit they are deemed to be 'on hire' under CPA Model Conditions;

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

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

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.

Additional Provisions in relation to CAT SCANNING, FERRO-SCANNING, PULL-OUT TESTING, etc.

The following terms, conditions and assumptions apply and additional charges are payable where such assumptions are not met:

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.