



TERMS AND CONDITIONS

Definitions

- a. The "Employer" when mentioned on the estimate, in these conditions or schedule attached shall mean that the customer, company body or person placing a contract with Piled Solutions Ltd.
- b. Wherever reference the "Sub-contractor" shall be deemed as meaning Piled Solutions Limited.
- c. The "works" shall mean the piling and any other work described in this estimate or schedule attached.
- d. The "Agreement" or "Order" shall be the instruction provided by the Employer to the Contractor to undertake the necessary works, in accordance with the estimate or pricing Bill of Quantity.

Conditions of Estimate

- a. Unless otherwise agreed by us in writing, all the conditions as stated and printed on the estimate shall apply to any order placed with us. Any stipulations or conditions in a customer's instructions which would conflict with any of these terms and conditions or in any way qualify or negate the same, shall be deemed to be inapplicable to any order placed with us unless expressly agreed by us in writing when acknowledging the order in question.
- b. We shall not be responsible for damage to overhead or underground cables, drains, pipes or other services. The repair, removal, diversion or adequate protection of any cables, drains or services shall be the responsibility of the employer and should there be any delays to our Works, then Standing Time will be charged in accordance with the rates of our estimate.
- c. We shall not be responsible for the adequacy of joints between piles and ground beams, caps or slabs, unless the work is carried out by ourselves. Extending, bending, cutting or straightening of pile reinforcement to be carried by the Employer at no expense to ourselves.
- d. We shall not be responsible for settlement and consequential loss due to either settlement or movement due to underpinning, mine workings or cavities, use of explosives, springs, and 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.
- e. The employer shall be responsible for and shall provide free of charge to ourselves the following facilities and perform the obligations set out as follows in such a manner will enable us to commence work immediately on our arrival on site and thereafter proceed continuously with the Works without interruption. Delays in our production caused by the Employer not providing the following will be charged at the Standing Time rates detailed within our estimate.
 - i. Access for our machines and equipment to site, the provision of Road and pavement protections/crossings and if necessary temporary roads and the cleaning of roads and pavements, including all warning notices.
 - ii. Provision and maintenance of a dry, flat, level and fully designed piling platform area. Access ramps not to exceed a gradient of 1 in 12.
 - iii. Any reduced level digging must be completed by the employer prior to our arrival on site.
 - iv. An adequate supply of fresh mains water.
 - v. Pumping to maintain the site free of water.
 - vi. All necessary watching, lighting, fencing, security and/or protection of our Works and Piling equipment.
 - vii. The necessary excavation, removal, demolition and/or breaking out of all obstructions encountered on site during our operations.
 - viii. The statutory building and inspection notices, permits and the like required by Local Authorities or other parties.
 - ix. Under Safety Health and Welfare Regulations, Sanitary Facilities must be provided for our personnel together with all other facilities as required under current statutes. For information see HSE Welfare at Work Guidance.
 - x. Piles which require integrity testing must be cut back to cut off level and suitably prepared with at least a 250mm square of flat concrete exposed prior to testing. We will also require 4 days notice to book this test.
 - xi. Protection, Cleaning and maintenance of approach roads to site
 - xii. All attendances to ourselves should be in accordance with the Federation of Piling Specialist's attendances list.
- f. The breakdown or stoppage of the piling equipment does not entitle the Employer to compensation for delays.
- g. All quantities are subject to re-measurement as the works proceed.
- h. Should we deem heated concrete necessary during cold weather working conditions it will be charged as an extra.
- i. We will not accept claims for loss or damages, or claims for consequential damages concerning our works:-
 - i. Where the soil or ground conditions either vary from assumed/reported, or have been altered or have been caused to be altered from those at the time when the work was executed.



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- ii. Where the imposed loads or purposes for which the piles or foundations were originally designed, have been altered, or where the agreed method of piling/site working has altered.
- iii. Where rectification of our work by others has not been authorised by the company in writing. Or delays incurred before, during or after the execution of the contract.
- iv. Any costs attributed to the Piling Contract will be limited to 5% of the total sub-contract sum, inclusive of the Main Contractor's costs, liquidated damages, overheads and/or administration fees.
- v. For out of position piles, where others are responsible for pile setting out.
- j. We accept no responsibility for, and our insurance does not cover, any claims for loss or claims relating to our design where the work is executed by others or the design information has changed.
- k. Once piling works are complete, we will have 7 days grace to remove our equipment from site. Should plant clearance need expediting, then additional transport charges may be levied.

Prices and Rates

- a. 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.
- b. Unless stated on the attached estimate the following shall apply:-
 - i. Retention's - NIL. Discounts - NIL. VAT will be added as applicable.

Payment

- a. We will make a search with a credit reference agency, which will keep a record of that search and will share information with other businesses. We may also make enquiries about the Principle Directors with a credit reference agency. Subject to acceptable references, 50% credit will be offered and unless stated elsewhere or agreed by us in writing, we will require a total settlement of our final account invoice to be within 7 days of our invoice date.
- b. We will charge interest of 8% p.a. above the Bank of England base rate (calculated on daily basis) on any monies due to us but not paid within the stated period.
- c. All materials, products and paperwork remain our property until paid for in full. Until such time as payment is received in full, no paperwork, designs or certifications will be submitted.
- d. If payment is not forthcoming, then we reserve the right to arrange for the removal of our materials/piles at further cost to yourselves. At this point the materials may not be worth the same value as we originally paid for them.
- e. Costs incurred in collecting overdue monies will be charged, inclusive of administrative charges and interest accrued.
- f. Where a change in the piling method is required due to a variation in ground conditions, additional costs may be applicable. Specifically for a change from rotary to CFA, where the greater of £4,000 or 20% of the contract sum will be chargeable.

Insurance

- a. Main Contractor is responsible for effecting Joint Name Cover for Liability Risk.
- b. No allowance is being made for JCT 21:2:1 insurance.
- c. We will ensure that our sub-consultants maintain professional indemnity insurance in an amount and for the length of time sufficient to cover our liabilities under this Agreement subject to all the exceptions, exclusions and limitations to the scope of cover that are commonly included in such insurance policies and subject to such insurance being available at commercially reasonable rates.
- d. Provision of collateral warranty, if required, will be charged at 5% of contract sum, minimum charge £2,750.00.

Termination of Contract

- a. You may terminate this Agreement at any time by giving ten days' notice in writing. However, if cancellation falls within this period then you will be liable to pay 10% of the contract sum, or £8,000, whichever is greater. Any notice to terminate must be in writing and delivered by hand or recorded delivery to our registered head office.
- b. Termination of our appointment under this Agreement shall not prejudice or affect the accrued rights of either you or us.
- c. Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce a term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- d. This Agreement will be governed and construed in all respect in accordance with the laws of England and Wales.

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Acceptance of the terms of this Agreement will occur either by you signing and returning to us a duplicate copy or by you allowing us to proceed with the works.

To be completed by or on behalf of the Client: -		
Project Reference		
Signed		Date
Print name		
Contact address <i>if different to the Project</i>		
Preferred Start Date		
Post code		Telephone
Email address		
OPTIONAL EXTRAS		
Required (Highlight as necessary)		Description and Rate
Y	N	Integrity Testing £220.00 per visit and £7.50 per pile (min 30 per visit)
Y	N	Test Cubes 1 set of 4 cubes at £220.00 per set If "Yes", How many sets and at what frequency:
Y	N	Pile Setting Out £18.00 per pile (minimum visit charge of £450.00)
Y	N	De-Bonding Foam £18.00 per pile (assuming 1 lm per pile)
Y	N	Welfare Unit A six man unit chargeable at £750.00 per week

Please note that in the absence of an instruction, we will not undertake any optional extras. It remains the client's responsibility to determine their requirements, and to instruct us accordingly.