

Our ref: JR/GC/STC/19-02c

STANDARD TERMS, CONDITIONS AND OTHER NOTES TO ACCOMPANY FEE PROPOSALS

Thank you for the opportunity to provide you with a quotation for the proposed works at the site. We have reviewed the readily available data and information for the site and have formulated a scope of works. This is presented within the associated email.

This document presents some of our standard terms, conditions and other notes which have been taken from our standard fee proposal template. Please read this document as parts of it are likely to be relevant to the site for which we have completed your pricing schedule / fee proposal. A formal fee proposal can be requested at your discretion, which will confirm the scope, costs and considerations outlined thus far, although our terms (as described herein) supersede all others and are final unless altered by prior agreement before site works commence. These terms supersede and override any and all contractual terms and conditions of all other contracting party / parties howsoever and whenever communicated.

The Site Investigation Works:

We assume that all necessary permissions will be forthcoming in relation to obtaining free and easy access to the site. All exploratory locations will be backfilled with arisings and any excess spoil will be mounded over the location in most cases. Where boreholes are completed in hardstanding a small layer of either concrete or tarmac will be placed over the backfilled hole to reduce the risk of short-term slip / trip / fall hazards. Full reinstatement to original surface will not be undertaken although, as always we will endeavour to leave the site in a clean and tidy state.

Where dimensions / depths etc. have been specified for intrusive works then we will endeavor to complete these to your specifications. However, please be aware that the position, size, depth and other features in connection with our exploratory holes can sometimes be limited by factors outside of our control. This may include site health and safety requirements, the presence of nearby services etc. In the absence of specific information / guidance we shall adopt standard approaches e.g. all soakaway tests to be completed at around +1.0m depth from the base of topsoil / made ground.

We would advise that we have been informed by our insurers that we are not liable for damage to services not brought to our attention. We have assumed that we will be supplied with plans accurately showing the location of both public and private underground services on the site. Although Geo-Matters will take all appropriate precautions, we cannot be held liable for damage to any services not brought to our attention or any delays / cancellation charges incurred if full utilities enquiries aren't passed to Geo-Matters Ltd at instruction stage. We can arrange for a service trace team to attend site to locate services over the work areas to allow intrusive investigation to proceed (subject to utility provider approvals etc.), the costs will vary depending on the size of the site and the service required (usually *£SITE SPECIFIC*), if it is not mentioned within the accompanying email then please advise in your instruction if you wish to proceed with the above additional works.

By providing your instruction to proceed with these works you are also providing consent for us to utilise certain information for marketing purposes including (but not limited to) your company's logo on our website etc.

The Laboratory Testing:

Laboratory testing is dependent upon the findings of the desk study, ground conditions encountered and visual or olfactory evidence of contamination and may be subject to change following the initial intrusive investigation. In addition, further monitoring or analysis may be required following discussions with the EA/LA, outcome of the desk study and results of the initial laboratory analysis.

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**Regulatory Discussions:**

The fees which we have provided do not include any extended liaison with statutory bodies (LA & EA) following submission of the report as part of any planning application.

However, notwithstanding the above we would be happy to undertake initial discussions with the regulators where necessary and to submit the report if instructed.

Timescales:

We are currently in a position to commence desk study investigations immediately and site works within 5-10 days of your written instruction to proceed (subject to sub-contractor availability). Our written factual and interpretive report (on CD ROM only) will be made available to you within five working weeks of completion of site works. Should additional copies be required please indicate the total number of copies required on your instruction to proceed, copies requested once the report has been issued will be charged at *£SITE SPECIFIC* each. Where relevant, outstanding gas monitoring results will be forwarded as an addendum.

Contingency Costs:

Depending on the findings of the desk study and intrusive investigation it may be necessary to undertake further works at the site, not deemed appropriate at this stage. For example it may be necessary to undertake gas/groundwater monitoring if the site is in the vicinity of a landfill site, or the site may be in an area where shallow mining has the potential to affect the development. Additional costs for **potential** further works within a 75 mile radius of our Head Office are provided for your information below (please note that this is not an exhaustive list and we will be in a better position to advise on further works once site works are completed or on receipt of desk study information).

- Combined gas/groundwater monitoring installations including well specific sampling equipment @ *£SITE SPECIFIC* per installation (n.b. requires WS drilling rig);
- Search of The Coal Authority Mines Records in Mansfield or BGS Archives @ *£SITE SPECIFIC* per visit (half day) inclusive of mileage;
- Gas/groundwater monitoring visits by a qualified technician @ *£SITE SPECIFIC* per visit (please note a minimum of 6 months (6 visits) worth of data may be required by the Local Authority);
- Additional site visits/reporting/liaison with the Regulatory Authorities @ *£SITE SPECIFIC* per hour and *£SITE SPECIFIC* per mile.

Compliance and Risk:

Our works, including associated reports, have been written in general accordance with the prevailing and relevant standards, as stated within the reports. We may have done these works / reports in compliance with Eurocode 7 (EC7), which will have been at the Client's discretion and must have been formally requested prior to the fee proposal stage. If these works have not been done in accordance with EC7 then it is assumed that the Client accepts that a lower level of investigation (in terms of spacing and depth) may have been undertaken, which may decrease our understanding of site conditions.

Payment and Insurance:

Please note we reserve the right for our fees to be invoiced as follows: 50% on instruction, 25% on demob from site and 25% on report issue with standard terms of 28 days from date of invoice applied.

Geo-Matters Ltd can confirm that a policy of Professional Indemnity (PI) Insurance is held, which has a limit of five million pounds (£5M) for any one single claim (with defence costs in addition). Our warranty which is provided to the Client and is insured through this cover which shall be in force for a period of six years from the date of the earliest report in connection with the project which was produced in the name of that Client by ourselves. Should market forces mean that continuation of this level of cover becomes unreasonable through factors beyond our control, then alternative cover shall be sought by Geo-Matters Ltd for the remaining duration of the period of warranty at a level which is fair and reasonable under the prevailing circumstances.

We do not and will not accept any alteration to the fee proposal that is not favourable to Geo-Matters Ltd following receipt of your instruction, unless agreed otherwise in writing prior to the completion of the related site works.

**Limitations on Liability:**

Unless agreed otherwise and in advance of the commencement of works, the PI cover which we hold shall be limited to an industry standard level of cover which shall not exceed the lesser of either £5M (aggregate) or ten times the value of that project (based upon invoices released by ourselves in relation to the project). PI will become applicable once satisfactory payment of fees has been received in accordance with our agreed terms.

H&S Regulations

Geo-Matters Ltd maintains a focus on the safety of our staff and of those who we appoint to work with in relation to our projects. This is described fully within our Health and Safety Policy. A wide variety of rules and regulations apply to the projects with which we are involved, including (but not limited to) our Client's own procedures, site-specific requirements and nationally applicable regulations such as the Construction, Design and Management Regulations: 2015 (CDM).

There is considerable ambiguity in terms of CDM and how it applies to site investigation works, and whilst some clarification has been informally provided, formal and authoritative clarification or updated legislation / regulation has not been issued at the time of writing. However, it is noted that the Association of Geotechnical & Geoenvironmental Specialists (AGS) has noted that "*...the regulations should be applied proportionally to the level of risk involved.*". For clarity, we therefore confirm that CDM applies only to a limited extent and for a limited period in relation to our works (i.e. only for the duration of the site works) and that we are not the principal contractor unless agreed otherwise prior to instruction. If any related requirements are expected of us by our Client (i.e. the person(s) or company etc. to whom the quote is addressed and sent) then it is assumed that these shall be described and explained in full upon instruction, and furthermore it is assumed that the 'Client' within the descriptions of CDM, will have honoured their duties under CDM in a reasonable time in order for us to have done the same.

If additional risk assessments and method statements ('RAMS') are required by the Client or other stakeholders which are above / beyond our usual in-house health and safety documentation then a charge of £250.00+VAT will apply to cover the time taken to prepare such items (plus any additional necessary disbursements for any additional health and safety items / works etc.).

Validity

This fee quotation is open for acceptance for a period of 60 days from the above date.

Assumptions

- Please note that trial pitting causes significant ground disturbance. Geo-Matters has made no allowance to reinstate intrusive positions back to existing ground conditions.
- No allowance has been made for removal of waste arisings.
- No allowance has been made for decommissioning of borehole locations.
- Utilities records must be obtained/provided prior to the start of site works and provide to Geo-Matters 72 hours before commencement of any intrusive works. If required we can obtain statutory utility records on your behalf, we can provide our rates for obtaining these on request.
- If the site works are cancelled within 48hrs of the scheduled start date/time then late cancellation charges will be incurred, these charges will increase if the works are cancelled within 24hrs before the scheduled start date/time.
- If contamination is identified as a risk by the ground investigation and subsequent assessment then further works may be recommended in order to quantify the risk or determine mitigation/remediation works which may need to be detailed in a separate document.