

AMPLUS LTD - STANDARD TERMS AND CONDITIONS FOR BOREHOLE DRILLING

1. We shall not be held liable for any costs arising from damage to property, or crops, which are the unavoidable result of the site operations, or for any consequential costs arising from such damage or the use of the site.
2. We shall not be held responsible for any costs arising from loss or damage to underground services, or the consequences thereof unless the precise positions of such underground services have been indicated in writing to us prior to commencement of the work. Our rights and obligations under the conditions shall be unaffected by any searches we have undertaken. All costs in relation to such damage will be payable by the Employer.
3. We have not made any allowance in our offer for hand dug inspection pits to check the presence of underground services. If inspection pits are necessary for any reason then we will require reimbursement at the rates given against the appropriate items(s) in our estimate or at rates to be agreed.
4. Our estimate does not allow for the re-landscaping or the re-turfing of borehole positions.
5. We shall not be responsible for obtaining access to the site, and all necessary arrangements for such access and payments relating thereto shall be made by the Employer or his representative. In the event of our offer being accepted the Employer warrants and undertakes that he has obtained and paid for all the necessary certificates, licences, permits and consents required by Statute, or any order or regulation made there under, or by any regulation or by-law of any authority or statutory undertaker.
6. With regard to the Statutory Nuisances (Jersey) Law 1999 our rates are based on our being able to carry out the work by the methods and type of equipment indicated in our offer and within our normal hours. If we are precluded from doing so, we shall require reimbursement for the additional costs incurred in taking alternative measures, together with an appropriate extension to the Contract period.
7. No allowance has been made for overtime such as night and weekend work. The normal hours of work will be Monday to Friday, 07.00 – 18.00 hours.
8. Our rates do not include for any survey work to determine the position(s) or ground level(s) or any borehole position.
9. We shall require payment at the hourly rate detailed for all delays due to circumstances beyond our control.
10. Unless we have specifically indicated, our offer makes no allowances for working on contaminated sites nor on sites which we consider could be potentially hazardous to our employees or plant. Should we consider that special requirements i.e., protective clothing, safety equipment, decontamination facilities etc. are necessary then the costs of their provision will be rechargeable at cost plus 12.5%.
11. Our liability arising for any claim which may arise out of or in connection with pollution whether in contract or in tort, in negligence or for breach of statutory duty or otherwise, arising out of or in connection with the works carried out under these conditions is excluded.
12. Our offer excludes any costs associated with the disposal of contaminated spoil or groundwater from the site. The cost of disposal from the fieldwork or samples from the laboratory will be chargeable to the Employer at cost plus 12.5%.
13. All rates quoted are firm, exclusive of VAT, if applicable, and valid for acceptance within a period of one month. All rates are net and exclusive of any Main Contractor's Discount. Payment of invoice/application, which will be rendered monthly, is required including VAT, if applicable, at the Standard Rate without retention within 30 days from the date of our invoice/application. Quantities indicated in our estimate are subject to re-measurement following completion of the work.
14. Nothing in this contract confers or purports to confer to any third party any benefit or any right to enforce any term of this contract.
15. The quoted rates are valid for a period of 30 days from the date of the offer.

Estimate No:

Date:

AMPLUS LTD