

ADP Group Ltd Vacuum Excavation Terms & Conditions

- 1** As the work is mainly of an exploratory nature, our quotation isn't necessarily in the form of a Schedule of Rates. Our quotation is based upon estimated timescales for the particular job. This could be influenced by any number of issues. The total invoiced amount will reflect the time spent onsite and the services provided.
- 2** ADP have based their costing upon the information provided by others and accept no liability for the validity of the design. ADP has not carried out any check upon the design work undertaken and accepts no responsibility thereof.
- 3** The rates quoted are net; accounts will be rendered monthly as the work proceeds. Payment of accounts without discount or retention will be required within 30 days of submission.
- 4** The final cost will be calculated by reference to the Schedule of Rates and actual quantity of work carried out.
- 5** Any quotation is exclusive of any allowance for Value Added Tax (VAT). VAT will be added to our invoice at the current rate.
- 6** Unless otherwise stated, any quotation will remain open for a period of 90 days from the date thereof. If we are not permitted to start our work within this period, we reserve the right to renegotiate rates.
- 7** In the event of our quotation being accepted, the client warrants and undertakes that he has obtained 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 and he will have previously taken all precautions to ensure each the area is free from buried services.
- 8** No work will commence until an official written order has been received by post, fax or signed by site agent. Such order may be an acceptance of our quotation.
- 9** Availability of resources where quoted is an estimate based on the programme of work in hand at the time of quotation. This can vary from day to day. Where the starting date is critical it should be verified at the time of placing an order. No programming commitment can be undertaken before the receipt of an order, and even so all programming is subject to the completion of previous work in hand.
- 10** ADP has limited responsibility for the effects of delays on site and liquidated damages under these Terms amounts to a maximum of £1 per week.
- 11** Permission for access and boring where necessary will be obtained by the client. Unless otherwise stated the quotation is based on all the conditions of the site being the same as at the time of quotation. We have made no allowance for payment of any way leave or for reinstatement of or compensation for unavoidable damage. Any additional costs incurred by us due to additional works arising under this clause will be added to the cost of the work.
- 12** Except where specifically covered in our quotation, no allowance has been made for the provision of any traffic control, watching, lighting, or protection of the works. In the event that these prove necessary, an appropriate charge will be made and added to the cost of the work.
- 13** We have made no allowance for overtime such as night or weekend working and should the client require such overtime to be worked, we would charge for any additional costs involved. Except where special and previously agreed constraints exist, we reserve the right to work overtime at our discretion, without extra cost to the client. Standard working hours are Monday to Friday 9am to 4pm excluding Bank Holidays.
- 14** We shall not be held responsible for any damage or the consequences of any damage to buried services such as cables, pipes, sewers etc., except if this were due to gross negligence on our part.
- 15** We will not be held responsible for pre-works scanning, mapping or service identification unless formally requested in writing (email) 48hrs before works are scheduled to commence.
- 16** We shall not be held responsible for any loss, damage or injury arising from actions or omission of the client, his agents, servants and independent contractors. The client will indemnify us and keep us indemnified against all claims, costs, damages and expenses arising from such acts or omissions.
- 17** The maximum liability of ADP under these Terms shall be £1 million for any loss or damage incurred whether arising out of design, installation practice or workmanship. For the avoidance of doubt this excludes personal injury.
- 18** We shall not be held responsible for any loss, damage or injury arising as a consequence of carrying out the work required by the client or his agents, and the client will indemnify us and keep us indemnified against all claims, costs, damages and expenses arising from such loss, damage or injury unless ADP Group act in a reckless or unreasonable manner.
- 19** No retention shall be withheld by the client in any circumstance without written approval from ADP.
- 20** If any provision in these Terms and Conditions is or becomes invalid, illegal or unenforceable in any respect the remaining parts will remain in force and will not be in any way impaired.
- 21** These conditions will be governed and construed in accordance with English Law and the client consents to the exclusive jurisdiction of the English Courts in all matters regarding these Conditions.

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