

Project Specific Terms and Conditions

1. Health and Safety

- All required site personnel hold appropriate qualifications and will always wear the appropriate PPE (Personal protective equipment) whilst working at this location.
- As the investigation is being carried out to support the design of the development, we consider that the works will fall under the requirements of the CDM Regulations 2015. The investigation works on their own will not be notifiable due to their relatively small scale but the project as a whole will be.
- We have assumed that appointments of the Principal Contractor and Principal Designer have been/will be made separately and we have not allowed for taking on either of these roles. We will provide appropriate risk assessments and method statements to the Principal Designer for the investigation works.

2. Financial

- The appointment is in accordance with our Terms and Conditions (see below).
- 50% of the site works total will be charged in the event of a confirmed project booking being cancelled within 48 hours of the agreed Tuesday to Friday start date/time, 72 hours of an agreed Monday start date/time.
- Unless a specific payment schedule has been put in place, payment terms are 30 days from the invoice date. The company reserves the right to charge interest at 8% above the Bank of England Reference Rate on any late payments & claim compensation from late payment as set out in the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.
- Any further work that is not listed within this survey proposal or has been added after instruction or at any stage of the project will be charged at our current rates.
- Variations and alterations to the contracted project will be quoted and charged as they arise. The Fee Proposal does not consider unforeseen delays in the supply of information or late changes made by the client or client representative which may result in additional costs being incurred.
- Please ensure invoice details are correct. Requests to re-issue invoices will incur a charge of £50 + VAT
- Where project duration is greater than 4 weeks or overlaps more than one-month period and if the project exceeds £5000, a payment schedule to split the fee into part payments during the contract period may be issued
- Before commencing the works, we will require written instruction directly from the client responsible for payment of our invoices, in the form of a completed, signed fee proposal.
- The professional services of consultants are exempt from both the CIS & VAT Reverse Charge rules

3. Insurance

The Earth Environmental & Geotechnical companies carry the following levels of cover:

- Public Liability up to £10,000,000
- Professional Indemnity up to £2,000,000, unless otherwise agreed with the client.
- Employers Liability: £10,000,000

Earth Environmental & Geotechnical Ltd
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4. GDPR

All personal data will be held by EEG in accordance with our Privacy Policy & The Data Protection Act 2018. We will take care of your information and will not sell it on or pass it on to anybody.

General Terms and Conditions

1. Application of Terms

- 1.1 These Terms and Conditions (“Terms”) apply to all services provided by Earth Environmental & Geotechnical companies included Earth Environmental & Geotechnical Ltd, Earth Environmental & Geotechnical (Southern) Ltd and Earth Environmental & Geotechnical (North East) Ltd (“EEG” or “Consultant”) and shall prevail over any other terms unless expressly agreed in writing.
- 1.2 A contract is formed upon upon the earlier of (i) written acceptance of the Quotation by the Client, or (ii) commencement of the Services by EEG.
- 1.3 These Terms, together with the Quotation, constitute the entire agreement between the parties. In the event of conflict, the Quotation shall prevail over these Terms. No terms or conditions submitted or referred to by the Client shall apply unless expressly agreed in writing by EEG.
- 1.4 Quotations remain valid for 30 days unless withdrawn earlier.
- 1.5 Subject to any variation under condition 1.4, the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any request for services, confirmation of instruction, specification or any other document). No terms or conditions endorsed on, delivered with or contained in the Client’s request for services, confirmation of instruction, specification or other documents shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 1.6 These conditions apply to all EEG’s Services and any variation to these conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by EEG. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of EEG which is not expressly set out in the Contract.
- 1.7 Each Instruction or acceptance of a quotation for the Services by the Client from EEG shall be deemed to be an offer by the Client to purchase the Services subject to these conditions.
- 1.8 No request for Services issued by the Client shall be deemed to be accepted by EEG until a written acknowledgement of such request is issued by EEG.
- 1.9 The Client warrants and shall ensure that the terms of its Instruction and any applicable specification are true, complete and accurate.
- 1.10 Any quotation is valid for a period of 30 days only from its date, but EEG may withdraw it at any time. Any quotation is given on the basis that no Contract shall come into existence until EEG acknowledges the instructions.

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2. Definitions and Interpretation

2.1 In these conditions the following words have the following meanings:

“**Client**” the person, firm or company named on the Instruction as the client;

“**Contract**” any contract between EEG and the Client for the supply of the Services;

“**Instruction**” the Client’s request for the supply of Services;

“**Price**” the price payable to the Consultant by the Client for the Services;

“**Report**” the report produced by, or on behalf of, the Consultant under the Contract;

“**Services**” the services to be supplied by the Consultant and described in the Instruction;

“**Site**” the place where Services are to be undertaken by the Consultant and specified in the Instruction;

“**EEG**” or “**Consultant**” Earth Environmental & Geotechnical group of companies including Southern and North East

2.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2.3 Words in the singular include the plural and in the plural include the singular.

2.4 A reference to one gender include a reference to the other gender.

2.5 Condition headings do not affect the interpretation of these conditions.

3. Client Responsibilities

3.1 The Client shall:

- Provide safe and unrestricted access to the Site.
- Provide all relevant and accurate data relating to the Site.
- Identify and mark boundaries, utilities, and hazards.
- Provide necessary utilities (water, electricity, etc.).
- Obtain permits, licences, and permissions required for the works.

3.2 The Client warrants that all information provided is accurate and complete.

3.3 The Client retains responsibility for all hazardous substances, including their identification, handling, storage, transport, and disposal.

4. Services

4.1 EEG shall perform the Services with reasonable skill and care.

4.2 Timeframes are estimates only and time shall not be of the essence.

4.3 EEG reserves the right to vary methods, personnel, or techniques as necessary.

4.4 EEG shall use reasonable skill and care in our performance of the Services assuming unrestricted access to the entire site area. There may be limitations to our ability to conduct the works or collect data, including soil or ground conditions, dense vegetation or changes to boundaries. The time spent and fees incurred to investigate and capture data will still be charged and due in line with the Payment Terms.

5. Ground Conditions & Risk

5.1 The Client acknowledges that:

- Subsurface conditions may vary.
- Site conditions may change over time.
- Investigations may not identify all conditions.

5.2 The Client accepts risks associated with ground investigations, including potential disturbance or contamination.

6. Health & Safety

6.1 The Client shall ensure the Site is safe and compliant with all health and safety regulations.

6.2 EEG may refuse to work in unsafe conditions.

7. Hazardous Materials, Samples and Other Materials

7.1 The Client indemnifies EEG against claims arising from hazardous substances.

7.2 EEG may report hazards where required by law.

7.3 All samples remain the property of EEG unless otherwise agreed. EEG reserves the right to dispose of samples after a reasonable period.

7.4 The Client shall be responsible for the disposal of any contaminated materials unless otherwise agreed.

8. Price and Payment

8.1 Fees are as stated in the quotation, excluding VAT, which the Client shall pay in addition, unless otherwise agreed.

8.2 Payment terms are 30 days from invoice date.

8.3 Late payments may incur interest at 8% above the Bank of England base rate.

8.4 EEG reserves the right to suspend services for non-payment.

8.5 Time for payment shall be of the essence.

8.6 No payment shall be deemed to have been received until EEG has received cleared funds.

8.7 Where project duration is greater than 4 weeks, or overlaps more than one month period and if the project fee exceeds £5000, a payment schedule to split the fee into part payments during the contract period may be issued by the Consultant.

8.8 The Client shall make all payments due under the Contract in full and without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by EEG to the Client.

9. Expenses & Disbursements

9.1 Additional costs including subcontractors, travel, and accommodation shall be charged to the Client.

9.2 EEG may apply an administrative charge to disbursements.

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10. Cancellation & Termination

- 10.1 The Client may terminate the Contract with written notice.
- 10.2 Either party may terminate the Agreement on written notice in the event of a material breach not remedied within 14 days.
- 10.3 EEG shall be entitled to payment for all Services performed up to the date of termination.
- 10.4 The Client shall pay for all work completed and costs incurred up to termination
- 10.5 EEG may terminate or suspend services if:
- The Client breaches the Contract
 - Payment is overdue
 - The Client becomes insolvent

11. Liability

- 11.1 EEG shall not be liable for indirect or consequential losses.
- 11.2 EEG shall exercise reasonable skill, care and diligence in the performance of the Services.
- 11.3 EEG shall not be liable for any indirect or consequential loss, including loss of profit, revenue or opportunity.
- 11.4 EEG shall not be liable for any losses arising from ground condition variability or third-party actions.
- 11.5 Liability is limited to £2,000,000 per claim unless a higher limit has been agreed with the client for a specific project
- 11.6 EEG is not responsible for:
- Client-provided data inaccuracies.
 - Failure of the Client to follow advice.
- 11.7 No action or proceedings arising out of or in connection with the Services shall be commenced after the expiry of 6 years from the date of completion of the Services or issue of the relevant Deliverable.
- 11.8 The Client shall notify EEG of any claim as soon as reasonably practicable after becoming aware of it.

12. Sub-Contractors

- 12.1 The Consultant may sub-contract the supply of the Services to a responsible and experienced sub-contractor.
- 12.2 Where any Services are supplied by a sub-contractor the Consultant shall be wholly responsible for the acts and omissions of such sub-contractor as though they were its own acts and omissions.

13. Access to The Site

- 13.1 For the duration of the Contract, the Client grants the Consultant and its employees, agents and sub-contractors a right of access to, and as necessary to occupy, the Site for the purposes of carrying out its obligations under the Contract.

14. Suspension of The Services

- 14.1 The Consultant shall be entitled to suspend performance of the Service if the Client is in breach of any of the provisions of the Contract or any other contract with the Consultant.

14.2 The Consultant shall be under no obligation to refund any part of the Price or any other sums paid in advance in respect to the Services or additional services not provided during a period of suspension.

15. Assignment & Reliance

15.1 The Consultant may assign the Contract or any part of it to any person, firm or company.

15.2 The Client shall not be entitled to assign the Contract or any part of it without the prior written consent of the Consultant

15.3 The Deliverables are prepared solely for the use of the Client in connection with the Project.

15.4 No third party may rely upon the Deliverables without the prior written consent of EEG.

15.5 The Deliverables shall not be used for any other project, purpose or location.

16. Intellectual Property

16.1 All intellectual property created by EEG remains its property, however upon full payment of all fees, the Client is granted a non-exclusive, non-transferable licence to use the Deliverables for the purposes of the Project only.

16.2 The Client may use reports only for the intended project.

17. Confidentiality

17.1 Both parties shall keep confidential **all confidential information disclosed by the other party, except** where disclosure is required by law or to professional advisers, insurers or subcontractors.

17.2 This obligation shall continue for a period of 5 years after completion of the Services.

18. Force Majeure

18.1 EEG shall not be liable for delays due to events beyond its control.

19. Non-Solicitation

19.1 The Client shall not employ or engage EEG personnel during the project or for 6 months after completion without consent.

20. Communications

20.1 All communications shall be in writing.

21. Governing Law

21.1 This Contract is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

22. GDPR

22.1 Personal data will be handled in accordance with the Data Protection Act 2018, including the UK GDPR and Data Protection Act 2018. The parties shall each act as independent data controllers unless otherwise agreed.