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TERMS AND CONDITIONS OF TRADING

May 2023

1. All quotations are valid for a period of three months only.

2. Our rates are subject to VAT at the current rate.

3. Our payment terms are 14 days from date of invoice. For clients wishing to use our services for the first time, we will either request full payment prior to the report being released, or a 50% deposit with a Purchase Order, depending on the value of the booking. We reserve the right to renegotiate terms of payment at any time.

4. Our report remains the property of Soil Investigation (Eastern) Ltd until payment has been received in full. If payment is not received, we reserve the right to invalidate the report and advise the relevant local authorities that our report should be withdrawn.

5. We require written acceptance from the client responsible for payment prior to works commencing on site. If the client is arranging for the site works and report via a third party, and payment is not forthcoming, liability for the amount outstanding transfers to the third party and we reserve the right to pursue payment accordingly.

6. We require minimum 24 hours' notice for a cancellation or postponement. We reserve the right to charge a £400.00 cancellation fee if we are given insufficient notice.

7. It is the client's responsibility to make sure that Soil Investigation (Eastern) Ltd can gain access to the site by 0800hrs, unless otherwise agreed. We reserve the right to charge standing time of £50.00 per full hour, or a cancellation charge of £400.00 if access has not been resolved within a reasonable period to allow us sufficient time to complete the job within the time allowed that day.

8. It is the client's responsibility to ensure there is sufficient parking on or adjacent to the site. Any costs incurred by Soil Investigation (Eastern) Ltd for parking fees/congestion charges, or if parking has not been organised any parking fines, will be passed onto the client at cost plus 25%. If we are unable to park to carry out works, we reserve the right to cancel and charge a £400.00 cancellation fee.

9. If work has to cease for any reason beyond our control, for any reason including as per mentioned above, or any other reason beyond our control (including but not limited to recovery of bones and/or other suspected human remains, evidence of foul play, terrorism, potential for unexploded ordnance, archaeological remains, illegal tenants, being refused permission to access by property tenants/ owners, unexpected services, party wall issues, evidence of invasive plant species including but not limited to Japaneese Knotweed, etc.), then a cancellation fee of £400.00 will apply.
Any additional incurred costs to Soil Investigation Eastern Limited will be passed on to the client for payment. This could be through appointing a 3rd party supplier to complete works which had been booked in.

10. It is the client's responsibility to provide a site plan showing preferred location of any trial pits and/or boreholes prior to any drilling or excavation undertaken by Soil Investigation (Eastern) Ltd.

11. Any guidance provided by Soil Investigation (Eastern) Ltd on the number and depths of boreholes and/or trial pits, number of samples to be taken, and their locations on site, should be agreed by the client's structural engineer and/or contractor responsible for foundation design and/or project design, prior to proceeding. We do not accept any responsibility for the client's failure in seeking agreement with the project designer prior to work commencing. If any further work is required to be carried out at a later date due to the client and/or structural engineer and/or project designer and/or local authority requesting alternative locations and/or testing, this will be subject to a new quotation and fee.

12. Underground services should be provided and clearly marked on any site drawings. We cannot accept responsibility for damage to any services during the course of our work, if no service drawings have been provided by the client. We reserve the right to stop work if services may present an obstruction, a danger or if we have reason to believe services may be present in an area where we have been asked to drill or excavate.

13. If the site is within proximity to an area where Unexploded Ordnance (UXOs) may be present, we reserve the right to request the supervisory assistance of an Explosive Ordnance Engineer, to check for UXOs prior to and during drilling and/or excavation. We will cease all activities on site, should we be advised to do so by the supervisory engineer, or should we encounter any obstruction which may potentially be of concern. It is the client's responsibility to arrange and pay for the services of an Explosive Ordnance Engineer.

14. It is the client's responsibility to ensure that any areas of the site we need access to are free from thick undergrowth, rubbish, syringes, animal/food/human waste, and any other surface contaminants that may inhibit us from completing the works on site or potentially cause harm to any of our operatives or members of the public. We are unable to work alongside demolition contractors for Health & Safety reasons. If these requirements are not met, we reserve the right to cancel the job and charge a £400.00 cancellation fee.

15. It is the client's responsibility to advise Soil Investigation (Eastern) Ltd of any access issues PRIOR to the site works being carried out. This should include steps, steep slopes, narrow access points of less than 900mm, height restrictions, or if a site is/has become particularly boggy. If we are not informed of site access issues prior to arriving on site, and subsequently cannot carry out the works, we reserve the right to charge a £400.00 cancellation fee.

16. All access to basements and other internal areas needs to be arranged and agreed 48 hours prior to the date the works are due to commence. If this was not previously disclosed by the client at the time of quoting we reserve the right to postpone, charge cancellation fee and revisit the site at a later date having quoted for additional staff/equipment to enable safe access.

17. Breaking out and reinstatement of any non-reinforced concrete up to 150mm in depth will be charged as per the quotation. If more than 150mm of concrete is present we reserve the right to adjust the breaking out fee. If the breaking out is deemed to be unachievable with a standard breaker, a diamond driller may have to be hired and will be charged accordingly and the job may be postponed.

18. It is the responsibility of Soil Investigation (Eastern) Ltd to provide relevant insurance documentation, COSHH data, method statements and/or risk assessments prior to works commencing on site if requested. If you require copies of these, we do ask that you request these a minimum 3 working days prior to the date we are due to commence work.

19. For works to be carried out inside of any building, we require lighting, electricity and possibly a water source, to be provided by the client

20. We will not tolerate physical abuse, intimidation, verbal abuse, such as threats, swearing, personal abuse or offensive remarks directed at our employees.

21. We reserve the right to reschedule site works due to adverse weather conditions that would affect the health and safety of our operatives on site (including flooding, heavy rain resulting in wet slippery steps or slopes, snow and ice or other hazardous conditions).

22. Any trial pits and/or boreholes completed on site only provide a representation of the soil strata, foundation depth and/or type, root depths, and/or groundwater depths that may be encountered. Our factual reports, borehole logs and trial pit sketches provide no warranty as to the quality, accuracy and completeness of the soil conditions across the whole site.

23. Any samples taken from a site for the purposes of environmental/contamination testing, and the results of any testing undertaken by a third-party accredited laboratory, only provide a representation of the potential contamination that may or may not be present on the site those samples were taken from. We provide no warranty as to the quality, accuracy and completeness of the environmental ground conditions across the whole site.

24. It is the responsibility of Soil Investigation (Eastern) Ltd to operate in a safe and responsible manner whilst on site, and to leave the site clean and tidy once the works are completed.

25. As we are not a licensed muck-away trader, any surplus spoil that cannot be returned to the borehole(s) and/or trial pit(s) will be left on site, either in an area specified by the client or where it is considered to be safe and not inconvenient.

26. The period of time from completion of site works to the final report being issued is suggested on the quotation provided. These timescales are not guaranteed as there may be certain circumstances beyond our control where Soil Investigation (Eastern) Ltd may need to extend this time period, e.g., if the soil testing results are delayed due to re-testing, or due to extremely busy periods. Sites that require contamination testing and/or gas monitoring will take a longer period of time.

27. Any tree identification shown on the site plan provided with the report is for guidance only and not authenticated. Any tree identification made can only be recorded as seen on the day. It is ultimately the responsibility of the designer of the foundations to ensure they have sufficient information from a qualified Arboricultural Consultant to deal with site conditions and the potential influence of growing trees.

28. Geotechnical reports - a factual report comprises of a site plan, borehole log(s) and/or trial pit sketch(es), providing factual data on the ground conditions encountered within specified location on site. This may also be accompanied with soil testing results, provided by an outsourced accredited laboratory. An interpretive report can be provided if required by the client, this is provided by an outsourced geotechnical engineer who will provide basic foundation parameters only.

29. Phase 1 Desk Studies and Phase 2 reports for potentially contaminated land – these are provided by an outsourced, suitably qualified, geo-environmental engineer.

30. If the team experience problems on the day of the work, and the unlikely event that they have to return on another day to complete the work there will be a minimal charge of £250.00 plus VAT to cover the return visit.

31. We reserve the right to change these terms and conditions at any time without prior notice and you agree to abide by the most recent version of these each time you use our services.

32. By means of accepting our quotation and asking us to proceed, it is deemed that you will have read and agreed our terms and conditions of trading.