



Conditions of Contract

- i) Quotations are based on information provided by the client, unless EMS or an EMS representative has visited the site prior to the survey. Any deviations from information received for estimating purposes may result in additional fees.
- ii) Our quotation is exclusive of any allowance for Value Added Tax (VAT). Vat will be added to our invoice at the current rate.
- iii) No work will commence until an official written order has been received by post, email or fax. Such order is considered an acceptance of our quotation and terms & conditions.
- iv) 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.
- v) Once a job has been confirmed and a purchase order has been issued and subsequently the job is cancelled at short notice we reserve the right to issue a cancellation charge.
- vi) Permission for access where necessary must be obtained by the client, for example prior to pre-purchase surveys.
- vii) 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.
- viii) 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.
- ix) Unless otherwise stated the quotation is based on all the conditions of the site being the same as at the time of quotation.
- x) Unless stated, all quotations do not allow for the provision of specialist access equipment that may be required. Access up to 3 m will be provided as standard. Access to all areas must be obtained on a type 3 survey and is strongly recommended for a type 2. As such, EMS must be made aware at the time of quoting of any access requirements greater than 3m.
- xi) On a type 2 survey access to confined spaces will not be obtained unless arranged in advance. In accordance with MDHS100 all areas shall be accessed during a type 3 survey, including confined spaces. EMS must be made aware of any confined spaces prior to arrival on site to ensure an adequately trained surveyor can be made available.



- xii) Quotations assume access will be made available to each area. Unreasonable delay may result in areas being omitted from the survey or additional charges per hour per surveyor. If areas can not be accessed on the prearranged day a revisit charge will be applicable.
- xiii) Although the utmost care will be taken not to damage materials, localised damaged may be caused during the investigation and/or sampling operations. Unless specifically requested prior to the survey, this will be made 'safe' but not necessarily restored.
- xiv) Plant and machinery that is not part of the buildings function will not be included in the survey, unless there is a known traditional association with asbestos.
- xv) Quotations values are guaranteed for 3 months. After this period EMS reserve to right to reevaluate the fee.
- xvi) An invoice will be issued upon completion of the works and EMS operates a strict 30day payment policy. We reserve our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to the agreed credit terms. We do not accept payment on a "Pay when paid" basis.



Conditions of Contract – Ground Investigation

- i) Quotations are based on information provided by the client, unless EMS or an EMS representative has visited the site prior to the survey. Any deviations from information received for estimating purposes may result in additional fees.
- ii) As the work is mainly of an exploratory nature, our quotation may be in the form of a Schedule of Rates. Any estimated total cost given is provided for guidance only and is based on assumed provisional quantities. The final cost and time of completion of an investigation depends upon the conditions found on site at the time of investigation. If we feel it necessary to exceed the initial quote, we will only do so after gaining permission from the client.
- iii) EMS cannot guarantee final depth of boreholes. This will be determined by the ground conditions encountered. We reserve the right to re-quote if different equipment is required than what was originally quoted for
- iv) Our quotation is exclusive of any allowance for Value Added Tax (VAT). Vat will be added to our invoice at the current rate. Payment of accounts without discount or retention will be required within 30 days of submission.
- v) No work will commence until an official written order has been received by post, email or fax. Such order is considered an acceptance of our quotation.
- vi) 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.
- vii) Once a job has been confirmed and a purchase order has been issued and subsequently the job is cancelled at short notice we reserve the right to issue a cancellation charge.
- viii) In the event of our quotation being accepted, the client warrants and undertakes that he has obtained all the necessary certificates, licenses, 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. Permission for access where necessary must be obtained by the client, for example prior to pre-purchase surveys.
- ix) 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.
- x) Unless otherwise stated, the quotation is based on all the conditions of the site being the same as the time of quotation. We make no allowance for payment of any way leave or for reinstatement. Except where specifically covered in our quotation, no allowance has been made for reinstatement, traffic control, watching, lighting or protection of works. In the event that these prove necessary, an appropriate charge will be added to the works.

- xi) We shall not be held responsible for any damage or the consequences of any damage to buried services such as cables, pipes, sewers etc the positions and nature of which are not clearly indicated to us in writing prior to commencement of works.
- xii) If artesian pressure is found in boreholes, we cannot make guarantees to seal off the water using conventional grouting plant. Additional plant and equipment may be required which will incur additional costs
- xiii) In accordance with normal practice, all cores and samples will be disposed of after 6 weeks of submission of a report unless otherwise instructed in writing.
- xiv) 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.
- xv) Unless stated, all quotations do not allow for the provision of specialist access equipment that may be required. EMS must be made aware of access issues at the time of quotation.
- xvi) Quotations assume access will be made available to each area. Investigation positions should be available for work to progress without interruption. Standing will be charged whilst waiting for positions to be marked out and / or becoming available. Unreasonable delay may result in investigations being reduced or a waiting charge applied to the final cost of the works. If areas can not be accessed on the prearranged day plant mobilisation charges, consultant and technician time and any other relevant expenditure will still apply.
- xvii) Standing time may be charged for attending induction courses.
- xviii) Quotations values are guaranteed for 3 months. After this period EMS reserve the right to reevaluate the fee. We reserve our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to the agreed credit terms. We do not accept payment on a "Pay when paid" basis.