



Terms and Conditions of Engagement

1. Ground Investigation Ltd is a soil testing contractor working under instructions from our client. Ground Investigation Ltd is not a consultant company and does not provide interpretation of test results or professional advice or recommendations on engineering or other matters. Any interpretations (such as those provided by commercial software) that may be provided to the client are for the client's information and not intended to be professional advice. It is the client's responsibility to satisfy himself that any such interpretative information that is supplied by Ground Investigation Ltd is correct.
2. Testing will be carried out at the positions and to the specifications nominated by the client. Techniques and specifications chosen by the client directly dictate productivity rates. Ground Investigation Ltd may indicate typical productivity rates for various tests, but these will depend on many factors and may vary from actual productivity rates on the particular project.
3. Test locations are chosen by the client, not by Ground Investigation Ltd. These are to be clearly identified on site or on a scaled plan. It is the client's responsibility to check for underground services. If requested by our client to undertake an underground services check, Ground Investigation Ltd may agree to do so and in this circumstance will charge for this service in addition to the testing fees. Ground Investigation Ltd takes no responsibility for damage to underground services unless that damage is caused entirely by our own negligence.
4. Ground Investigation Ltd personnel may be required to undertake site-specific safety or environmental inductions (or similar). On such occasions, and for the full period of time spent in these inductions, or waiting for them, or otherwise delayed by them, or as a consequence of them or of any other project-specific requirements of the client, Ground Investigation Ltd will charge for that time at the standard hourly rate for rig and crew applicable to that job.
5. Unless otherwise agreed, Ground Investigation Ltd will invoice at the immediate completion of the field testing work. If the work extends beyond a period of one month, invoices will be made as progress claims at the end of each calendar month. Unless otherwise agreed, the client agrees to pay Ground Investigation Ltd's invoices on or before the 20th of the month following the invoice date. In default of such prompt payment, the Client shall pay late payment fees of 2.5% per month on any amount outstanding and shall indemnify Ground Investigation Ltd and pay all costs and expenses on a solicitor and own client basis if legal action is necessary, and/or the fees of a debt collecting agency, which Ground Investigation Ltd may incur in recovering from the Client any overdue amount.
6. The Client may suspend all or part of the Services or terminate the Agreement by notice to Ground Investigation Ltd who shall immediately make arrangements to stop the Services and minimize further expenditure. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties. The Client shall be liable for all Ground Investigation Ltd's fees and costs up until the time of termination as per this Agreement.
7. The ownership of data and factual information collected by Ground Investigation Ltd and paid for by the Client, lie with the Client. The Client shall have no right to use any of such data where any or all of the fees and expenses payable to Ground Investigation Ltd have not been paid in accordance with this Agreement.
8. Ground Investigation Ltd shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
9. Failure by Ground Investigation Ltd to enforce any of the terms and conditions contained in this agreement shall not be deemed to be a waiver of any of rights or obligations Ground Investigation Ltd has under this agreement.
10. Where the terms of this agreement are at variance with the order or instruction from the Client, this agreement shall prevail.
11. If any provision of this agreement shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
12. Should the client request Ground Investigation Ltd to operate under alternative conditions of engagement and should Ground Investigation Ltd agree to negotiate on this matter, the time spent in perusal, liaison, negotiation, etc may by agreement be charged to the project as an addition to the establishment charge for the work.