

### **Below Ground Solutions Standard Terms and Conditions of Sale**

This works order is valid for a period of 30 days from the date issued and is subject to our standard Terms and Conditions of Sale.

Unless specified otherwise the price of works has been prepared based on the following assumptions:

- Adequate access to and across the site is available throughout the duration of the works.
- Adequate areas within the site are available for the storage of plant and materials required to execute the works.
- Water and electrical supplies are available (free of charge) on or adjacent to the site from which standard length temporary hoses and cables can be connected for use during the execution of the works.
- Work can be carried out during normal working hours.
- The working area is clear of any obstructions, services, apparatus, and equipment etc., either buried, covered, suspended or otherwise that may be accidentally damaged during the execution of the works.
- Ground conditions are stable, dry and do not require sheeting with the use of jack out frames. If these are required there will be additional costs depending on the ground conditions encountered.
- The following conditions are not encountered: rock, hard material, contaminated material or that any specialist dewatering is required. Any obstructions or difficult materials (such as buried rock or concrete) met during excavating that could not have reasonably been anticipated, may result in additional charges.

Any start and/or completion dates discussed shall be considered provisional and therefore may be subject to variation dependent on available resources and material at the time of acceptance.

Whilst on site we will be using plant and machinery to make excavations and conduct the works. Due care and attention will be taken when working around plants, shrubs and trees, however we cannot be held responsible for damage to unmarked services or consequential damage to planting.

Where obstructions, services apparatus or equipment exist within the site, the effect of such services on the method of working may result in additional charges.

If a suitable electricity supply is unavailable, we may not be able to connect to a compliant supply and commission the plant. Additional works will then be quoted prior to being carried out. If the plant cannot be commissioned at the time of installation, a further charge will be applicable for our return to site.

Private drainage systems are not designed to cope with surface water waste from gutters, driveways etc. Water softeners also have the potential to disrupt a sewage treatment plants process. Unless stated otherwise we have assumed these are not connected to the foul system along with waste disposal units.

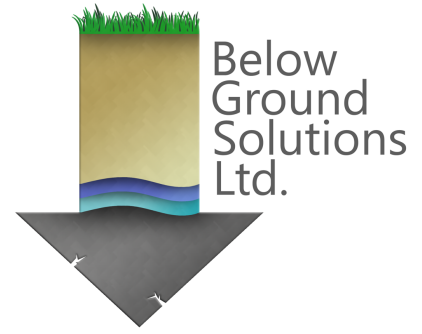
### **Cancellation Policy**

If you cancel or postpone the works within 7 days of the agreed start date, we reserve the right to deduct from your deposit any monies owed to us to cover any third-party costs incurred and loss of business income which cannot be reasonably recouped.

Dan Hudson

Head Office: Unit C The Orchards, Blundells Lane Taunton TA2 8QN Website:  
[www.belowgroundolutions.co.uk](http://www.belowgroundolutions.co.uk) Email: [info@belowgroundolutions.co.uk](mailto:info@belowgroundolutions.co.uk)

Telephone: 0870 863 0123 Company  
registration Number: 11048829



Director 06/03/2023

**Important Information: Please read in conjunction with our Terms and Conditions of Sale.**

**PART I: GENERAL**

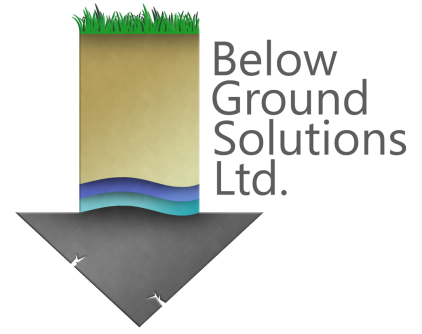
1. Reference to “the Company” means Below Ground Solutions Ltd.
2. Reference to “the Agreement” means any contract or signed works order between the Company and the Customer for the Services to be carried out by the Company, incorporating these Terms and Conditions.
3. Reference to “the Services” means any service provided by the Company in accordance with a quotation or works order accepted by the Customer or other instructions from the Customer to provide services.
4. Reference to “the Customer” means any person(s), firm, limited liability partnership, company or its agents who enters into the Agreement with the Company
5. Subject to any variation under condition 7, the Agreement will be on these Terms and Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
6. No terms or conditions endorsed upon, delivered with or contained in the Customer’s purchase order, confirmation of order, specification or other document will form part of the Agreement simply as a result of such document being referred to in this Agreement.
7. These Terms and Conditions apply to the provision of the Services and any variation to these Terms and Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by the Company.
8. Each works order for Services placed by the Customer with the Company shall be deemed to be an offer by the Customer to purchase Services subject to these Terms and Conditions.
9. The Customer must ensure that the terms of its order and any applicable specification are complete and accurate.
10. Neither the Company nor the Customer shall have any liability for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped power, state of emergency, industrial disputes or force majeure or any eventuality beyond the parties’ control.
11. The Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the supply of the Services, nor will any delay entitle the Customer to terminate or rescind the Agreement unless such delay exceeds 30 days.
12. Reference to a statute or statutory provision includes a reference to it as from time to time amended, extended or re-enacted.

**PART II: COMPANY’S OBLIGATIONS**

13. Every Quotation shall have effect for the period of 28 days from the date of the quotation unless and until superseded by a subsequent Quotation or as otherwise provided in writing by the Company.
14. The Company shall use its best endeavours to carry out the Services as detailed in the Agreement. The Company’s operators are not authorised to accept any addition, alteration or variation to the Services. Units of measurement on which the Company’s prices are based are nominal only and the Company will not accept any liability for or make any refund in respect

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of any short measurement.

15. The Company shall indemnify the Customer against any loss of or damage to the Customer's property for which the Company is responsible or any liability for death or personal injury resulting from the negligence of the Company, its servants or agents PROVIDED THAT the Company shall be under no liability whatsoever if in connection with a claim made by the Customer under this Clause, the Customer shall be in breach of any of its obligations under Part III below where such breach is a material and contributing cause of the loss, damage or liability giving rise to the claim.
16. Time shall not be of essence in respect of the Company's performance pursuant to these terms and conditions.
17. The Company shall not be liable to the Customer for non-performance or delay or defective performance of its obligations herein to the extent that the same was caused by factors entirely beyond its control, including labour disputes whether or not involving either party's employees.
18. The Company shall not incur any further obligations or liability in connection with the Services.
19. The Company may assign the Agreement or any part of it to any person, firm or company.

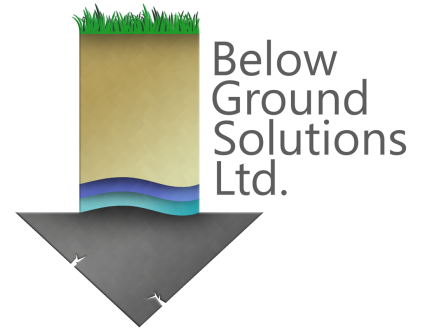
### **PART III: CUSTOMER'S OBLIGATIONS**

20. The Customer agrees to the Services and shall pay to the Company:
  - a. The charges specified overleaf, or the charge in accordance with the current schedule of prices plus disposal charges, or where applicable the charges as agreed in the quotation or other formal agreement between the Company and the Customer.
  - b. Additional charges as defined in these Terms and Conditions, details of which can be obtained upon application to the Company.
  - c. Value added tax and/or other payments imposed by or pursuant to statute.
  - d. All charges on demand unless account facilities have been agreed with the Company prior to the commencement of the Services.
  - e. Interest on all overdue accounts shall be charged at a rate equivalent to 2% per annum above the minimum lending rate from time to time of HSBC Bank PLC. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

The Customer shall make all payments due under the Agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
  - f. Any queries on an invoice must be raised in writing by the customer within 31 days of the invoice date, otherwise the invoiced amount shall be deemed to be accepted by the customer.
  - g. Any requests for additional copy tickets/documents will be charged to the customer at £5 per copy.
21. Unless otherwise agreed, the Customer is responsible for determining whether or not planning permission, building permission or other permissions, consents or approvals are necessary for the works and are arranged to obtain same prior to works commencing.
22. The Customer shall provide at the works address adequate and appropriate access to facilitate the supply of the Services by the Company, its employees and sub-contractors (the provision of which normally requires the use of heavy goods vehicles) including, but not limited to, the supply of appropriate roadways free from overhanging branches. When access to the site reasonably requires the crossing of land which is not owned or occupied by the Customer, the Customer warrants that they have obtained the necessary consents for access at the times agreed for providing the Services. The Customer will indemnify the Company, its employees and sub-contractors from and against any claim for trespass or damage arising from the crossing

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of any such land.

- a. Provide at all times a convenient and unobstructed means of access suitable for use by the Company's vehicles to carry out the Services.
  - b. Obtain permission/s for the Company to enter onto property not belonging to the Customer to carry out the Services requested by the Customer, and shall indemnify and hold harmless the Company in respect of any actions arising therefrom other than as provided for in Clause 15 hereof.
  - c. Pay additional charges arising from any unreasonable delay or interruption in the Services caused by the Customer its servants/agents and for any Services provided by the Company on any public, statutory or bank holiday, Saturday afternoon, Sunday or at any time outside of normal working hours.
23. The Customer shall provide to the Company within 48 hours of the Services details of any complaint or damage caused. Should the Customer fail to notify the Company within the stated period the Company shall have no liability whatsoever.
24. Where the Services have been based upon information and/or samples supplied by the Customer, the Company reserves the right to terminate or renegotiate the Services and the Customer agrees to pay all costs incurred as a result of providing inaccurate information and/or samples.
25. Where defects are reported in drainage systems or other property for which the Customer is responsible, the Customer undertakes to effect the remedial works necessary to enable the Company to carry out or complete the Services and agrees that the Company shall have no liability for the condition of or the repair to the defects, or any incident arising from the Company being prevented from carrying out the whole or part of the Services as a consequence of the defects. The customer agrees to pay and the Company reserves the right to charge for:
- a. The quoted or agreed price for the full Services in respect of incomplete Services resulting from reported defects plus
  - b. The quoted or agreed price or such other additional charges as necessary to complete the Services.
26. The Customer hereby agrees to indemnify the Company against each and every liability which the Company may incur to any person whatsoever and against all claims, demands, proceeds, damages and/or expenses occurred or payable by the Company to the extent that the same arise by reason or any act or omission by the Customer.
27. The Customer shall not be entitled to assign the Agreement or any part of it without the prior written consent of the Company.

#### **PART IV: JURISDICTION**

28. All disputes arising out of or in connection with the Services shall be determined according to English Law and in the English Courts

#### **PART V: VARIATION**

29. The charges specified overleaf are based on existing costs of fuel, disposal, rates, wages, materials and other expenses payable by the Company and the frequency of the Services as detailed in the Agreement. If such costs vary as a result of changes in legislation or economic factors outside the control of the Company or frequency varies, the Company reserves the right to vary the charge immediately in accordance with such change.

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