

Contaminated land surveys
Ecology surveys
Tree surveys



Bill Kane

By Email...

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Newmarket
Suffolk
CB8 0AT
01638 663226
www.agbenvironmental.co.uk

08 June 2015

Contaminated Land Ground Investigation for Site at Elms Road in Red Lodge, Suffolk

Dear Bill,

Following your email, I have the pleasure of presenting our proposal for a contaminated land ground investigation of the proposed site on Elms Road in Red Lodge, Suffolk. I understand that you require this survey to assist with the progression of this development.

Based on our preliminary research the anticipated ground conditions comprise river terrace deposits over chalk solid geology, part of the site has also been used as a landfill. Groundwater is anticipated at a depth of around 7m.

We understand that the proposed development includes the change of land use at the site to accommodate a mobile homes with associated amenity buildings. With reference to the Phase 1 desk study of the site previously completed by agb Environmental the investigation of the site includes:

- 2no. cable percussive boreholes to a provisional depth of 10mbgl.
- Installation of 2no. monitoring wells with the boreholes.
- A single day of trial pitting across the site.
- Provisionally 6no. return visits to the site to monitor the ground gases and recover groundwater samples from the standpipes.
- Analysis of selected soil and groundwater samples
- Provision of a Phase 2 contaminated land report that will include the fieldwork records, results of analysis, an updated conceptual site model with risk assessment and remediation advice.

Prior to commencing the works, we will require statutory service plans to comply with relevant Health and Safety Legislation. I have included a rate only item should these not currently be available.

I trust our proposal is of interest and we look forward to the opportunity to assist you. To engage agb Environmental for the proposed works, may I ask that you complete and return the Client Order Form either by email or post.

I look forward to hearing from you.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'ARJ', with a long horizontal stroke extending to the right.

Alex Brearley
Managing Director

Quotation Q3337

Ground Investigation



Prepared for: **Bill Kane**

08 June 2015

Site at: Elms Road, Red Lodge, Suffolk

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No.	Item	Units	Estimated Quantity	Price (excl. VAT)	Sub Total (excl. VAT)
1.0	Utility Survey				
1.1	Desktop search – collating data form 30+ main utility provider companies.	Fixed Price	Rate Only	£480	Rate Only
2.0	Contaminated Land Ground Investigation				
2.1	Provide engineer to oversee site works, take samples and log ground conditions.	Per Day	2	£450	£900
2.2	Cable percussive boreholes. Re-measurable at rates in following table.	Provisional Sum	1	£1,247	£1,247
2.3	Provision of JCB or similar and operator.	Per Day	1	£350	£350
2.4	Breaker attachment for JCB.	Per Day	Rate only	£150	Rate only
2.5	Install monitoring wells for future groundwater and ground gas monitoring.	Per Installation	2	£200	£400
2.6	Ground gas / groundwater monitoring.	Per Visit	6	£200	£1,200
3.0	Laboratory Analysis				
3.1	Contamination testing of soils and groundwater.	Allow	1	£800	£800
4.0	Reporting				
4.1	Contaminated land site investigation report including: Fieldwork records, analysis results, updated conceptual site with risk assessment and preliminary remediation advice.	Fixed Price	1	£1,200	£1,200
Sub Total excl. VAT (excl. rate only items)					£6,097.00
Total VAT (20%)					£1,219.40
Grand Total (Incl. VAT)					£7,316.40

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Project Specific Terms

- agb Environmental Ltd Standard Terms and Conditions apply.
- agb Environmental Ltd Ground and Site Investigation Terms and Conditions apply.
- Payment is required to release the report (credit may be applied for).
- An interim invoice for works complete will be issued upon completion of site works.
- All reports provided will be in a digital format (pdf). Printed reports can be ordered separately, if required, with associated costs.
- Buried service plans will be required prior to undertaking works on site. agb Environmental does not accept any liability for damage to services which are have not been accurately identified in advance of site works.
- Full access to the property will be required. It is assumed that the appropriate approvals from and landowners etc have been gained. It has been assumed that all works can be carried out between 8am and 6pm. Evening, weekend or statutory holiday works will incur additional costs.
- This quotation is valid for a period of 90 days.
- Should you wish to proceed with this quotation, please return the Client Order Form; Acceptance of Quotation (provided at the end of this quotation) either by post or email.
- Hourly rates for further works: *Principal Engineer* - £70/hr. No further work will be carried out without written approval/agreement from the Client.

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Cable Percussive Borehole Rates

No.	Item	Unit	Quantity	Rate (£)	Sub-total (£)
1	Mobilisation of rig and 10m of 6" casing to site	Sum	1	395.00	395.00
2	Mobilisation of additional casing (per 15m)	Sum	-	375.00	-
3	Set up rig on location	Per loc.	2	55.00	110.00
4	Progress 0m(GL) to 10m 6" dia.	Per m	20	20.00	400.00
5	Progress 0m(GL) to 10m 8" dia.	Per m	-	24.00	-
6	Progress 10m to 20m 6" dia.	Per m	-	24.00	-
7	Progress 10m to 20m 8" dia.	Per m	-	28.00	-
8	Progress 20m to 30m 6" dia.	Per m	-	34.00	-
9	Progress 20m to 30m 8" dia.	Per m	-	40.00	-
10	Reducing 8" to 6" casing	Per m	-	7.50	-
11	Undertake SPT/U100 sample 0m (GL) to 10m	Per test	-	17.50	-
12	Undertake SPT/U100 sample 10m to 20m	Per test	-	20.00	-
13	Undertake SPT/U100 sample 20m (GL) to 30m	Per test	-	22.50	-
14	Bulk sample	Per sample	10	3.50	35.00
15	Disturbed sample/jar sample	Per sample	20	2.50	50.00
16	Water strike/sample	Per GW strike	2	18.50	37.00
17	Dayworks/chiselling/standing	Per hour	4	55.00	220.00
				Sub Total (ex VAT):	£1,247.00
Subject to agb Environmental Ltd Ground Investigation Terms and Conditions				VAT @ 20%:	£249.40
				Grand Total:	£1,496.40

Quotation Q3337

Ground Investigation



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Client Order Form: Acceptance of Quotation

- If you or your organisation will be named on the report and liable for the fee, please complete section 2.
- If you are acting on behalf of another organisation / person, please complete both sections.
- **Please ensure all relevant sections are completed in full.**

1. Authorising Agent (if applicable)

Name:

Organisation:

Address:

Telephone Number:

Email address:

2. Client (please complete in full)

Name:

Organisation:

Company Number:

Address:

Registered Address:

Trading Address:

Telephone Number:

Email address:

Purchase Order
Number:

Invoice address:

By signing below, I confirm that this should be taken as a written instruction to commence the work described under the aforementioned fee proposal and agree to abide by all associated Terms and Conditions. I confirm that I have the authority to place this order on behalf of the Client. If acting on behalf of a Client, I agree that I / my organisation will accept full responsibility should the Client dispute this instruction.

Signed:

Print:

Date:

Definitions

"Agreement" means the agreement for the provision of Services entered into between

the Company and the Client which shall be subject to these Terms and Conditions

"Client" means the party to whom the Quotation is addressed

"Company" means agb Environmental Limited (Company Registration Number 07088024) whose registered office is Newmarket Business Centre, 341 Exning Road, Newmarket, Suffolk, CB8 0AT or such other address as shall from time to time be notified to Companies House

"Content" means any data, computing and information services and software, and other content and documentation or support materials and updates included in the Report including Third Party Content.

"Intellectual Property Rights" means all forms of intellectual property or protective rights recognised in law.

"Order" means the acceptance of the Quotation by the Client.

"Property Site" means a land site on which the Client requests the Company to provide either a Report or any other Service.

"Quotation" means the preliminary letter issued by the Company setting out the proposed Services and its fees for provision of the same.

"Report" means any information that Company supplies to the Client pursuant to the Quotation or any agreed variation of the same in either written or verbal form of any description and including plans, data or other information and "Report" shall where the context so admits include more than one report

"Services" means the provision of the Report provided by the Company pursuant to these Terms which are more particularly set out in the Order and any subsequent written agreement between the parties.

"Fees" means all charges levied by the Company for the Services provided to the Client.

"Third Party Suppliers" means any organisation which provides data or information in any form to the Company for use on behalf of the Client

"Terms" means these Terms and Conditions.

"Third Party Content" means any data or information supplied by the Third Party Suppliers.

1. Contract Terms

- i. These Terms govern the relationship between the Client and the Company in the provision of the Services.
- ii. By the Client issuing the Order it is deemed that these Terms shall have been accepted by the Client and that the Client has agreed to be bound by the same in all respects notwithstanding the absence of any express agreement to that effect.
- iii. The headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of these Terms.
- iv. The Company reserves the right to modify these Terms and/or any part of the Services it has agreed to provide where it considers there is good cause to do so. Any modification must be communicated in writing to the Client in advance of any such change or before the carrying out of the Services which are the subject of the contract between the parties
- v. The Company reserves the right to refuse to supply the Services to the Client without notice or reason and without liability for any loss arising from the same.

2. Reports

Whilst the Company will use reasonable care and skill in providing the Services to the Client the Services are provided on the express basis that the Client acknowledges and agrees to the following:

- i. The information and data supplied in the Report are derived from publicly available records and other third party sources and Company does not warrant the accuracy or completeness of such information or data, and
- ii. The Company does not claim that the information supplied to the Client or on which it bases its Report represents an exhaustive or comprehensive list of all sources that might be consulted, and
- iii. The Company is unable to and does not guarantee that all past or current land uses or features will be identified in the Report; and
- iv. The Company shall not be responsible for any inaccuracies or errors in the Report arising from Third Party Suppliers or through any other source save where such error is as a direct result of its negligence.

3. Intellectual Property

- i. The Client acknowledges that all Intellectual Property Rights in the Report and Services are and shall remain owned by the Company or Third Party suppliers (as the case may be) and nothing in these Terms purports to transfer, assign or grant any rights to the Client in respect of the Intellectual Property Rights.
- ii. The Report is to be used solely for the benefit of the Client. The Company excludes all liability to all other persons unless the Company has expressly agreed in writing to the assignment of the benefit of the Report and has been paid the Company's reasonable fees for so doing.
- iii. The Client shall make clear to any party given access to the Report that it is for information purposes only and no reliance may be placed upon it (unless the Company shall have agreed to the contrary in writing in advance) and further that access is on the basis that they will treat as strictly private and confidential the Report and all information which they obtain from the Report and ensure that all others do likewise.

iv. The Client shall only incorporate the Content into its own documents with the prior written consent of the Company.

v. The Client hereby agrees to fully indemnify Company against any claim losses or other damages suffered by Company as a result any breach of these Terms.

4. Payment Terms

- i. Payment of the Fees shall be on the terms set out in the Quotation. The Company reserve the right to amend the Fees from time to time and the Services will be charged at the rate applicable at the date on which the Service is ordered.
- ii. VAT at the prevailing rate shall be payable in addition to the Fees.
- iii. Interest will be charged for any outstanding Fees at a rate equal to 5% per annum above the prevailing base lending rate of Barclays Bank plc calculated from the date due to the date of settlement to include any period after as well as before any judgment.

5. Termination

- i. The Company may cease to provide the Services or any part of them if at any time:-
- ii. The Client fails to make any payment due in accordance with Clause 5;
- iii. The Client repeatedly breaches or commits or causes to be committed any material breach of these Terms; or
- iv. The Company reasonably believes that the Client has become insolvent or is likely to be unable to pay the remaining Fees as they fall due.
- v. If the Contract is terminated the Company shall be entitled to charge for the full amount due thereunder notwithstanding that some or all of the Services remain to be performed.

6. Exclusion of Liability

- i. Liability in the provision of Services is accepted only insofar as may be expressly set out in this Clause 7 and not otherwise.
- ii. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or willful default.
- iii. The Company is reliant on others in the provision of the information contained in the Reports and in the Services it undertakes. The Company has no control over the accuracy or completeness of that information, nor is it within the scope of the Services (unless agreed to the contrary in writing) to check the information on the ground. Therefore no liability can be accepted to the Client or any third party for any loss or damage caused other than directly by the Company's negligence or willful default and neither the Company nor any person providing information contained in any Services shall in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall the Company have any liability if the Services are used otherwise than in accordance with these Terms.
- iv. The Company shall not in any circumstances be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any error, action or default by the Company in the provision of the Services or any indirect or consequential loss of any nature whatsoever or for any physical damage to or loss of the Client's tangible property, any other direct loss, damage, cost or expense of any kind or any indirect or consequential loss, damage, cost or expense of any kind, whether any of the above arise under contract, tort (including negligence), indemnity or by contribution or otherwise.
- v. The Company shall not be liable in any way for any loss or damage of any description (financial or otherwise) that may be sustained arising directly or indirectly from the presence of asbestos or toxic mould or unexploded ordnance on or in the vicinity of the Property Site whether or not the same may have been apparent or reasonably discoverable by the Company in the course of the Services.
- vi. In any event, and notwithstanding anything contained in these Terms, the Company's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with the Services (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding Five Hundred Thousand Pounds (£500,000) except in so far as the Company will not be liable for any defect, failure or omission relating to Services that is not notified to Company within six months of the date of the issue becoming apparent and in any event, within one year of the date of the Report if the complaint is in relation to a Report on residential property and within three years of the date of the Report in respect of any other Report or Service. Where any claim relates to either a part of the Services that is not chargeable or if the Client has been in breach of any part of these Terms the Company's liability shall be limited to One thousand Pounds (£1,000.00) in aggregate.
- vii. The Client shall have a duty to mitigate any such loss as may arise and to bring into account any other supplier or contractor whose negligence or failure has or may have contributed to the loss complained of.
- viii. The Report is not to be relied upon more than 12 months after its original date.
- ix. The Client agrees to inform and keep informed the Company of any known hazardous substance or condition on or adjacent to the Property Site that could be damaging to equipment, health or the environment.
- x. The Client agrees to acquire and provide the Company with the location of all services and underground features of which he has knowledge and which are relevant to the Works and/or Project to be undertaken. The Client shall indemnify the Company against all claims arising out of damage to services not so notified.

- xi. The Client agrees to provide all necessary licences, permits, rights of access, wayleave, data and any other necessary information required of the Client for the satisfactory completion of the Services being undertaken by the Company.
- xii. The Client acknowledges that:-
- a) It shall have no claim or recourse against any Third Party Supplier. The Company does not guarantee nor shall be liable for the professional standards or competence of any Third Party Supplier and neither does it warrant or guarantee in any way that the supply of information from Third Parties is accurate or error free. The Company will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;
 - b) The Company's only obligation is to exercise reasonable skill and care in providing the Services;
 - c) Save for a superficial site walkover no physical inspection of the Property Site reported on is carried out as part of any Services offered by the Company (unless it shall be expressly agreed in writing between us) and as such the Company does not warrant that all or any land uses or features whether past or current will be identified in the Services and the Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site for any particular purpose nor the suitability or otherwise of the Property Site.
 - d) Where by agreement the Services include a physical inspection of the Property Site this will be undertaken by a Third Party Supplier with whom the Client shall enter into a direct contract. The Company will introduce the Third Party but does not warrant nor is responsible in any way for the work undertaken by that party.
 - e) The Client should carefully inspect the Property Site, and take any other advice that would be reasonably prudent to do prior to making any decision about the Property Site to which any Report or Service relates and not rely on the Report in valuing the Property Site;
 - f) The Services are inevitably general in nature. The Client is solely responsible for assessing the extent and nature of the Services required in relation to the Property Site and the application of the same;
 - g) The Services are not specific to the individual site requirements nor are held out to comply with any legislation or case law whether current or otherwise or any planning condition or obligation or other legal requirement affecting the use or development of the Property Site (even if the Services are commissioned as a result of such matter) unless the Company shall have expressly agreed in writing to take on that obligation in its Quotation.
 - h) The Client shall have a duty of care to the Company Third Party Suppliers and employees or contractors of both to make the Company (or Third Party Supplier as the case may be) aware in advance and keep them informed of any known hazardous substance or condition or other factor on the Property Site that may be damaging to individuals, the environment or equipment.
 - i) The Client will on using the Services make a reasonable inspection of any results to satisfy itself that there are no defects or failures. In the event that there is a material defect the Client must notify the Company in writing of such defect within seven days of its discovery;
 - j) If the Company provides the Client with any additional service obtained from a Third Party Supplier, including but not limited to any professional opinion, interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on the Property Site the Company will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to the Client.
 - k) The Company has undertaken the Services for use only by the Client and the Services should not be relied upon by any other third party. The Company can accept no responsibility and will not be liable to any third party for any loss caused as a result of reliance upon the Services. Any third party relying on the Services does so entirely at its own risk. This restriction shall include any third party insurers who as a condition of such insurance require a Report to be undertaken. The Company shall have no liability to such insurers who must rely on their own skill and judgment in providing the insurance cover requested by the Client.
 - l) Time shall not be of the essence with respect to the provision of the Services.
- 7. Delay**
- The Client acknowledges that Company shall not be liable for any delay, interruption or failure in the provision of the Services which are caused or contributed to by any circumstance which is outside its reasonable control including but not limited to, lack of

power, telecommunications failure or overload, computer malfunction, inaccurate processing of data, or delays in receiving, loading or checking data, strikes, theft or any other event which has the effect of delaying or preventing the provision of the Services.

8. Severability

If any provision of these Terms are found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from these Terms and never to have formed part of these Terms and the remaining provisions shall continue in full force and effect.

9. Governing Law

This Agreement shall be governed by and construed in accordance with English law and each party agrees irrevocably submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Agreement. If any dispute arises out of or in connection with this agreement ("Dispute") the parties undertake that, prior to the commencement of Court proceedings, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution (CEOR) if required, by written notice initiating that procedure. If the Dispute has not been resolved to the satisfaction of either party within 60 days of initiation of the procedure or if either party fails or refuses to participate or withdraws from participating in the procedure then either party may refer the Dispute to the Court.

10. Entire Agreement

- a) These Terms, together with the Quotation and the Order comprise the whole of the agreement relating to the supply of Services to the Client by the Company. No prior stipulation, agreement, promotional material or statement whether written or oral should be understood as a variation of these Terms or in any way as a representation about the nature or quality of any Services. Save for fraud or misrepresentation, the Company shall have no liability for any such representation being untrue or misleading.
- b) These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which the Client may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms.

11. General

- a) The Client shall not without the Company's prior written consent assign, or transfer in any way the benefit of these Terms in whole or in part or any of its obligations under these Terms save as agreed in advance by the Company in writing. The Client's right to use the Services is not transferable.
- b) The Company may assign its rights and obligations under these Terms without prior notice or any limitation.
- c) No delay in exercising, any right, power or provision hereunder on the part of the Company shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.
- d) References in these Terms to any legislation shall be construed as references to the same as amended or re-enacted from time to time and shall include subordinate legislation or regulations.
- e) Unless otherwise stated in these Terms, all notices from the Client to the Company must be in writing and sent to the Company's last notified registered office.
- f) A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Right of Third Parties) Act 1999 to enforce any terms of such contract and Company shall not be liable to any such third party in respect of any Services supplied.

12. Construction (Design and Management) Regulations 2012

- a) Under the Construction Design and Management (CDM) Regulations 2007 we have a legal responsibility as a contractor to advise our clients of their responsibilities under CDM and to ensure they have been discharged before we start work. Our work is considered to be construction and as such forms part of the notifiable period of any intended project.
- b) If the work we are to undertake is considered to be part of that notifiable period we would request that you provide us with the contact details of the CDM Coordinator the identity of other duty holders as necessary and a copy of the construction phase plan.

Ground and Site Investigation Terms and Conditions

All following terms and conditions apply unless other specified within the fee proposal.

1. General Conditions

All drilling costs are re-measurable.

The Client shall provide contact details of the primary contact (or an appointed representative) prior to works commencing.

The Client will provide site service information or will allow sufficient time and funds for the service information to be obtained prior to works commencing. agb Environmental does not accept any liability for damage to services which are have not been accurately identified in advance of site works.

Any adjustment to rates or fee structure as a result of any item within these Terms and Conditions will be agreed with the Client in advance of the adjustment being implemented. However, where the Client is un-contactable, agb Environmental Ltd reserves the right to implement the new rates or fee structure forthwith pending approval from the Client at the earliest convenience.

Quotation and rates are based on the anticipated ground conditions noted within the text of the fee proposal. Should the ground conditions alter from those identified, agb Environmental Ltd reserves the right to adjust the rates.

The Client will ensure that access to each drilling location is suitable for the drilling equipment or that the Client will provide suitable equipment to allow access or will agree to the additional fees associated with the hire of such equipment. The Client agrees that the cost of de-bogging any equipment will be fully chargeable. The client agrees that any abortive works due to access restrictions will be charged at the prevailing rates.

Mobilisation charges will be based upon the anticipated ground conditions and required equipment either from initial research. Any subsequent or additional mobilisations or hire charges of equipment will be agreed with the Client in advance.

Drilling locations will be available for drilling between 7.30am and 7.30pm each working day.

agb Environmental Ltd will make every effort to undertake investigations at the locations requested by the Client, appointed representative, development team or regulator. Should the locations require adjusting and unless otherwise stated within the fee proposal, agb Environmental Ltd will move the locations in order to achieve the anticipated objectives of the investigations in the opinion of the agb Environmental Site Manager.

agb Environmental Ltd reserves the right to refuse to undertake any works which, in the opinion of the agb Environmental Ltd Site Manager may compromise any health, safety or environmental practice.

All spoil and materials used during the works will remain on site and will be disposed of by the Client.

The fee proposal allows for provision of standardised Risk Assessment and Method Statements in advance of the works. An additional charge will apply should site specific information be required in advance.

2. Reinstatement Standards

Any time spent on reinstatement will be chargeable at the prevailing rates.

Standpipe installations will normally be completed with a flush fitting cover and screw / bolt closure.

Reinstatement standards will be as follows:

- Dynamic sampling and cable percussive locations will be reinstated with either concrete or cold lay asphalt.
- All standpipes will have covers suited to the area in which they are placed. All standpipe covers will be set in concrete.

- Trial pits (including soakaways) will be completed with spoil mounded on top of the pit to allow future settling. However, the trial pit will be reinstated in keeping with the surroundings if in the opinion of the agb Environmental Ltd Site Manager the pit can be successfully reinstated with either cold lay asphalt or concrete.

3. Cable Percussive Drilling

A minimum charge of £700 plus VAT per full working day of a single cable percussive drilling rig applies (the Day Rate). One full working day is eight hours. The Day Rate does not include mobilisation, installation or plant hire charges. Fees for partial days will be charged pro rata of the Day Rate.

Cable percussive drilling requires water to aid drilling in some circumstances. agb Environmental Ltd will aim to anticipate the need for and quantity of water. However, in some circumstances this may not be foreseeable until drilling has commenced. agb Environmental Ltd therefore reserves the right to make additional charges for the provision of water and water carriers (and associated costs) to ensure drilling can progress.

Drilling which progresses less than 1m per hour will be subject to an additional chiselling fee (or will be chargeable at the Day Rate).

Drilling may require different sized casing to assist progress. The use of different casing will be based on the ground conditions encountered.

4. Dynamic Sampling Including Window Sampling

For safety and to avoid excessive damage to the equipment, no drilling will take place past a refusal.

5. Trial Pits & Soakaway / Soakage Tests

Trial pits will be excavated to a maximum depth of 3 metres or less if ground conditions are unsuitable based on the opinion of the agb Environmental Ltd Site Manager and the excavation methods being used.

All soakaway / soakage tests will be based on BRE 365 except that a maximum of one day on site will be implemented. Data may be extrapolated based on the results obtained during the works. Additional costs will apply for additional time on site.

6. Handheld Sampling and Testing Equipment

Access will be required to all monitoring locations during the monitoring period. Monitoring visits will be agreed with the Client in advance. Any locations which cannot be accessed during a monitoring visit will not be monitored however charges will still apply.

agb Environmental Ltd cannot guarantee against damage to standpipes from third parties, should standpipes be damaged the Client will be advised and additional costs may be required for the installation of replacement standpipe(s).

7. Construction (Design and Management) Regulations 2012

Under the Construction Design and Management (CDM) Regulations 2007 we have a legal responsibility as a contractor to advise our clients of their responsibilities under CDM and to ensure they have been discharged before we start work. Our work is considered to be construction and as such forms part of the notifiable period of any intended project.

If the work we are to undertake is considered to be part of that notifiable period we would request that you provide us with the contact details of the CDM Coordinator the identity of other duty holders as necessary and a copy of the construction phase plan.

8. Cancellation Fees

The fee scale for cancellation following order confirmation is as follows:

- More than 48 hours notice prior to mobilisation – 0%
- Less than 48 hours notice prior to mobilisation –100% (this may be reduced at the discretion of agb Environmental Ltd).