

13th December 2022

Our Ref P3648

Strata Homes Ltd
Quay Point
Lakeside
Doncaster
DN4 5PL

Dear Sirs

RE: Westgate, Cleckheaton BD19 5HT

We thank you for your valued enquiry and enclose our tender offer for your consideration. The following information has been utilised in the preparation of this letter.

- Your enquiry dated 24th May 2022
- Schedule of piled Plots 26th May
- Confirmation of Plot Drawings 30th May
- Updated information 9th December 2022

We note the requirement for piled foundations to the plots listed on the attached schedule, due to the presence of made ground.

Please note, where plots are identified as piled on the schedule but only part of the total structure is noted (eg only one of a pair of semis) we have included to pile the whole block. Consequently our quotation also includes plots 118, 131, 132, 144, 35, 57, 68, 142 & 145 not shown on the attached schedule.

The ground information provided has identified the presence of variable depths of made ground overlying coal measures.

We trust you will find our quotation of interest but please give us a call if you have any queries.

Best Regards,

Mark Westerman

**Our Completed Price
SCHEDULE OF RATES**

Items	Description	Rate	Amount
1.	Mobilisation of plant & materials to site.		£17216.00
2.	Design & construct 570No 220mm diameter Steel Cased piles average pile length up to and including 10Lin.m measured from commencement level .		£371105.00
3.	Design & construct 456no 220mm diameter ODEX type steel cased piles. average pile length up to and including 10Lin.m measured from commencement level.		£646712.00
4.	Design & construct 450mm x 450mm RC Ground beams as detailed Drawings P3648 01+ (to be issued) approximately 3135lin.m in length		£357972.00
NETT TOTAL SUBJECT TO FINAL MEASUREMENT			£1,393,005.00

Rates

Description	Rate	Amount
5. Adjustment to item 1 for any variation in average length of pile determined by ground conditions encountered on the site during installation of piles. i. Additional length per M	£65.00/114.00	
6. Supply & install formwork to RC ground beams if If required	£78580.00	
7. Mobilisation of independent testing specialist and 1no Dynamic pile load test i. additional tests on same visit @ £375.00	£950.00	
8. Standing/obstruction time for plant and personnel		
Piling Crew. Per Hour	£240.00	
RC Crew. Per Hour	£180.00	

All prices are exclusive of VAT – To be added at current rates

A. Assessment of Information Provided

1. We rely upon the information contained within the borehole information as being the accurate identification of ground within the whole works area. In the event of the ground conditions varying on a pile by pile basis from those identified at the individual trial hole positions nearest the pile, the contract sum shall be adjusted to account for variations in the ground at the rates shown in our offer or analogous thereto.

B. Driven Piling Works

1. We have included to use steel cased driven piles within our quotation.
2. We estimate a safe bearing capacity per pile of 300kN. Our tender is based on a total pile length of 10m measured from commencement level. Designed in accordance with the relevant British Standards to a Factor of safety of 2.5 – 3.0
3. The piles will be constructed using a drop hammer piling machine (for which a piling mat is not required but ground must be firm and level) to drive permanent steel casings into the underlying firm bearing strata for a sufficient distance to achieve a set. This will be determined by relating the required safe bearing capacity per pile to dynamic calculations associated with the piling machine.
4. If the required set is not achieved at the quoted depth, casing will be supplied and drove to sufficient depth to achieve the required set unless informed otherwise in writing.
5. Any pile casing left above ground will be cut to approx. 150mm above platform level and the excess casing reused on the following pile. This will be the level that concrete is placed to if Westbuild are undertaking pile works only.
6. Unless specifically stated within our offer no allowance has been made in the design of the piles for any horizontal or tension loads. Any such loads shall be deemed to be accommodated in the general structural designs that shall be undertaken by others.

C. RC Concrete Works

1. The proposed RC ground beams will be 450mm wide x 450mm deep and reinforced as required subject to our design.
2. Accurate excavation of ground beams by others following completion of piling works.
3. The working area must remain free of loose or heaped spoil. A firm and level working area is required to allow our workers to move themselves and machinery in a safe manner.
4. Our offer is inclusive of the theoretical volume of concrete required plus 10%. Any concrete consumed in excess of this will be charged at cost + 30%.
5. If our tender is accepted full supporting calculations will be submitted.
6. Our tender is based upon our initial design assessment and is subject to receipt of full working drawings, confirmation of ground conditions, confirmation of loading information & a site visit.
7. We have included a sum to supply and install formwork to RC ground beams should you wish to include its use on the project, this helps us to ensure unnecessary quantities of concrete is avoided, ensures contamination of concrete with earth cannot occur and is in accordance with the good practice guidelines.

D. Concrete Specification

1. On completion of forming the pile(s) a 35N concrete would be placed for the full depth of the pile. While still in a fluid state the designed reinforcement will be axially placed for the required depth within the pile.

2. Concrete - Concrete to be (C28/35) to Design Chemical Class (DC) DC-1 and Aggressive Chemical Environment for Concrete Class (ACEC) AC-1. Slump class to be S4 (160-210mm) with a target slump of 180mm. Aggregate to be 20mm.

E. Clay Heave Precautions

1. We have not included for any ground heave precautions, should these be required we are to be informed of the specification needed prior to commencement on site when a cost for supply and installation can be provided.

F. Statements

1. All quotations and terms are independent of each other. However, if it is your intention to place an order for the beams, then we will require this order in the first instance so as to allow us to produce the designs and drawings that are required for the piling works. Subject to credit checks a deposit maybe requested at this stage, please note no information will be released until monies have been received.
2. All the prices on offer are nett, re-measurable subject to VAT (if appropriate) and open for acceptance for 7 days and are subject to one of our engineers visiting the site. We reserve the right to review our prices if the quotation is not accepted in its entirety.
3. Our quotation is subject to our final design on receipt of fully dimensioned architect's drawings in CAD format and line loads being provided by others.
4. Our standard terms of payment are full payment on completion subject to satisfactory references. Invoices will be raised for design and we reserve the right to request deposits prior to our arrival on site or to ensure continuation of works.
5. Should works be required within 14days following receipt of an order we reserve the right to request a deposit up to 100% of the contract value. Subject to agreement.
6. It is our company policy not to accept retentions.
7. No allowance has been made for liquidated and ascertained damages (LAD's).
8. Our quotation assumes that all pile positions will be available at commencement of our works.
9. Our offer and design are based on British Standards and assume all piles will be installed from a single platform level at the ground level given in the site investigation with a cut-off no greater than 1m below. Piles can only be cast approximately to platform level.
10. Our offer offers a rate to undertake suitable pile testing (dynamic) should you not wish to include this item(s) within your order we shall assume no testing is required and none shall be undertaken. Westbuild cannot accept responsibility should such testing results be required at a later date.
11. If natural or artificial obstructions either known or unknown including boulders, clay stones, timber, steel etc. are encountered which cannot be penetrated with our mobilised equipment, we shall withdraw from the pile positions whilst the obstruction is removed and resultant excavations backfilled and compacted with suitable materials, by others, at no cost to ourselves. In the case of "deep" obstructions it may be necessary to relocate pile positions, in which case abandoned piles may be backfilled with concrete to ensure competence of the ground and hence of any adjacent piles. Alternatively, it may be possible to adopt other agreed techniques to overcome the obstruction. All costs incurred in dealing with obstructions would be charged extra to the contract.
12. Our offer is based upon information provided at the time of tender. Any information received electronically or on disk must be easily identifiable and highlighted relevant to piling. We accept no responsibility for the correct extraction of data and reserve the right to amend our price should any omissions affect our tender.

13. You are required to make all necessary applications to the appropriate authorities to obtain approvals/permissions for the proposed works. This will also need to include for compliance with the Party Wall Act if applicable.
14. Before any works commence on site you are responsible for the identification and protection of all sewers and services both domestic and public. We will not be held responsible for any damage caused to any services identified or otherwise.
15. By accepting this quotation and providing an order to carry out the piling works you confirm that any services and drainage have been located, detected, diverted or protected by yourselves. No claim for damages to any services will be accepted by us.
16. Our quotation is based on continuity of work being available to us. We would require reimbursement at the quoted rates for any standing time due to circumstances outside our control.
17. Our offer includes for no provision of concrete cube testing.

NO ALLOWANCE SHEET

To be read in conjunction with attached terms & conditions.

We require the following to be provided FREE OF CHARGE for both Piling and Ground Beam operations and/or acceptance of the following points: -

1. Shared Welfare facilities including 24 hour drying facilities.
 2. Information, in writing, of the site first aid procedure, of the site first aider and of the nearest emergency hospital.
 3. Provision of setting out and maintenance of individual pile positions, pile-caps and beams and monitoring pile positions, pile-caps and beam levels during our period on site. We recommend the provision of fixed profile boards for us to refer to as works progress. You will be liable for any errors which may occur due to setting out errors.
 4. Should no setting out be undertaken our foreman will determine the positions through his best judgement so to not delay works. We will not be held responsible for any errors in setting out.
 5. Design, installation, maintenance, regular inspection and repair of a level, compacted, safe, free draining and adequate hardcore working platform to withstand a piling rig
 6. Unless specified otherwise we have included to complete the works in a single concrete pour. Should additional pours be required the final sum will be subject to additional charges.
 7. Any pumping or drainage required to keep the site free of flooding, surface water or any water and slurry arising from the piling.
 8. Blinding of trench bottoms should it be deemed necessary. If blinding is not provided we may insist on the use of formwork which will be charged at the quoted rates.
 9. Back filling around formwork where necessary.
 10. Provision of men/machinery to assist in unloading materials from delivery vehicles and placed at locations specified by our work force.
 11. Provision of suitable task lighting should it be required to carry out works in a safe and controlled manor.
 12. Hot works permits provided without delay at the start of each working day.
 13. All attendance necessary for the unloading of equipment and materials.
 14. A hard-cored area to store and prefab reinforcement adjacent to their intended plot.
 15. Hoardings, fences, noise and splash barriers, statutory warnings, signage, flagmen or the like as necessary to protect the works, plant, materials, personnel and to provide protection to third party property and members of the general public at or adjacent to the site boundaries. This shall include protection from concrete/slurry, oil etc.
 16. On site vehicle parking facilities for our workforce.
 17. Parking permits must be provided for the duration of our works.
 18. Removal from site of surplus materials, we are to be provided with 1no skip for our use.
 19. Provision of adequate supplies of power and fresh, clean water supply at normal mains pressure.
 20. Suitable measures for the disposal of excess concrete/grout from all concreting operations including wash down areas for wagons and tanks provided.
 21. Classification and disposal from site of wastewater from the piling works such as concrete wash out generated by agitators and ready-mix concrete delivery trucks to comply with current legislation.
 22. Unrestricted access with adequate working space to allow the works to be constructed to an agreed programme.
 23. Protection to roads, kerbs, footpaths and special surfaces.
 24. Fully dimensioned computerised drawings (CAD) and line loading information. Required at least 3 weeks prior to the start of the piling works.
 25. Any pile testing other than that specifically identified and included within our schedule of rates.
 26. Should your actions cause any delay of our program we are entitled to charge for additional 10-hour days at the quoted rates.
 27. Site security as necessary, to be provided and maintained by you.
 28. You are responsible for procurement, implementation and management of permits for footpath and road closures where necessary.
 29. It is our company policy never to act as principle contractor therefore we require site supervision 7.30am – 6.00pm.
- No allowance has been made for: -**
30. Delays and disruptions caused by mechanical breakdown.
 31. Working nights or weekends.
 32. Standing/obstruction time rates are not inclusive of any additional lodge necessary which will be charged at cost plus 30%.
 33. Obtaining approvals and payment of fees.
 34. Specialist insurances and excesses for adjacent or adjoining structures.
 35. Discounts for shorter pile lengths installed.
 36. Cutting down piles to required cut off levels if an order is not placed for the ground beams/excavations.
 37. We shall not be responsible for any effects of ground heave during pile installation.
 38. Breaking out of any obstructions (including existing foundations/piles).

39. Any works above ground beam level.
40. Finishing concrete with anything more than a light tamped surface.
41. Stepped Foundations.
42. Drains and ducting.
43. Extending piles above commencement level for reasons beyond our control.
44. Extending, bending, cutting or straightening of pile reinforcement if WESTBUILD not undertaking ground beams.
45. Presence of ground water, ground water flows and dewatering excavations.
46. Gas/Radon barrier.
47. Procuring, setting out, placement or any works associated with holding down bolts.
48. Any remediation required to reinforcement cages following placement of the boxes is entirely the responsibility of those placing them. Any delays caused to our program will be charged at quoted rates plus anything charged to us at 20%.
49. Moving materials or equipment up or down stairs or levels within the working area.
50. Gaining access to working area through properties or providing any protection measures.
51. Main contractors discount.
52. Delays, disruptions and any associated costs caused by contaminated soil or waste material.
53. Obtaining any party wall awards, easements or way leaves.
54. Restrictions on working time or working days. The minimum hours we work are 10 hours/day plus any time to complete works safely and correctly.
55. We expect party wall agreements to be in place prior to our arrival on site. Any failure to do so will result in standing time charge and possible remobilisation costs.
56. Liquidated and ascertained damages.
57. Any effect, consequence or delays as a result of a party wall agreement between any parties which involve our work or associated works of our company and that party wall agreements are in place prior to our works commencing.
58. Insurance backed guarantee.
59. Provision of professional indemnity insurance.
60. Performance bond.
61. Under no circumstance will logs, test results, warranties, guarantees or any other documentation be provided until completion of the contract and final payment received.
62. Government imposed taxes after the date of the quotation submitted including landfill tax.
63. For avoidance of doubt commencement of project is upon receipt of an order/instruction/letter of intent.
64. All deposits are non-refundable.
65. Our offer sum is inclusive of a £2600 plus vat design/administration fee, but should any alterations to our design be required any additional design time would be charged @ £65per hour + VAT. Should our contract be cancelled for any reason this sum will be payable 7 days after issue of invoice.
66. We reserve the right to charge up to the following value of the works should commencement be delayed or cancelled:
 - a. Within 5 days – 20%
 - b. Within 3 days – 30%
 - c. Within 24 Hours – 50%
67. Should unforeseen circumstances dictate additional or alternative methods are required, email quotations will be provided. Unless we are instructed otherwise by 4pm that day we shall proceed at the quoted rates to avoid additional delays in program with the final bill amended accordingly.

This price is subject to final design and a site visit by one of our Engineers.

Retention

We have allowed for 0% retention.

Payment shall be made in full for all measured work in accordance with the time schedule agreed.
No money shall be deducted by way of retention.

Should an order be received this offer and the items contained within form our contract.

All orders received will be superseded by Westbuild Piling Limited Conditions of Trading.

The works and contract shall always be in accordance with this document unless agreed in writing 14 days prior to commencement on site on documentation agreed and signed by a Westbuild Piling Limited Director.

English Law Binds This Contract.

CONDITIONS OF TRADING

1. INTERPRETATION

1.1 In these Conditions:

"COMPANY" means the company full details of which are detailed in the Quotation;

"CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Customer and the Company;

"CONTRACT" means the contract for the carrying out of Works and supply of Materials incorporating the Quotation and these Conditions;

"CUSTOMER" means the person, firm or company who accepts the Quotation of the Company for carrying out the Works and supplying the Materials detailed in the Quotation;

"MATERIALS" means any materials which the Company is to supply in accordance with the Contract;

"QUOTATION" means the Quotation overleaf;

"WORKS" means any works the Company is to carry out in accordance with the Contract; and

"WRITING" includes telex cable facsimile transmission and comparable means of communication, but shall not, for the avoidance of doubt, include e-mail.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

2.1 Subject to any variation under condition 2.3 the Contract shall be on these 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).

2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These Conditions apply to all the Company's sales and any variation to either these Conditions or the Contract and any representations about the Works or the Materials shall have no effect unless expressly agreed in Writing and signed by an authorised representative of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the suitability, application or efficacy of the Works or Materials which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. ORDERS AND SPECIFICATIONS

3.1 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company undertakes the Works or delivers the Materials to the Customer.

3.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any request for a quotation (including any applicable specification) submitted by the Customer and for giving the Company any necessary information relating to the Works within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Materials shall be those set out in the Quotation.

3.4 The Company reserves the right to make any changes in the specification of the Materials which are required to conform with any applicable safety or other statutory requirements or where the Materials are to be supplied to the Company's specification which do not materially affect their quality or performance.

3.5 No order which has been accepted by the Company may be cancelled or amended by the Customer except with the agreement in Writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of such cancellation or amendment. Should an agreed start date be delayed by the Customer or his servants not sooner than 7 days in Writing prior to the agreed start date all costs involved to the Company caused by such delay will be reimbursed by the Customer to the Company (See also Clause 6.10).

3.6 The Quotation is based on the Company's interpretation of the design information at tender stage. Any amendments post order will be charged as extra to the Contract.

4. COST OF WORKS AND MATERIALS

4.1 Save as varied in accordance with these Conditions or as may otherwise be agreed in accordance with conditions 2.3 the cost of Works and Materials shall be the Company's quoted price. All prices quoted are valid for 60 days only or until earlier acceptance by the Customer after which time they may be altered by the Company without giving notice to the Customer.

4.2 The Company reserves the right by giving notice to the Customer at any time before carrying out the Works and/or supplying the Materials to amend any agreed scheme of works with due consideration to the Customer's wishes or to increase the price of the Works and Materials to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as without

limitation any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, Materials or other costs of manufacture) any change in delivery dates, quantities or specifications for the Works and Materials requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions. The Customer will be liable for all costs involved to the Company in altering or amending the agreed scheme of works at the Customer's request within seven days prior to the anticipated commencement of the Works.

4.3 The Company has not made any allowance for Professional District Surveyor Local Authority or any other Authority fees or additional works that they may require unless this is detailed in the Quotation. The Customer warrants that all licences, consents, notices or other documents required by law or by any regulation or by law of any Authority relating to the work have been duly obtained, given or served and

will keep the Company indemnified against any liability or proceedings arising in consequence of failure to obtain, give or serve any such licence, consent, notice or document.

4.4 The price is exclusive of any applicable value added tax which the Customer shall be additionally liable to pay to the Company.

5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in Writing between the Customer and the Company the Company shall be entitled to invoice the Client a minimum of 25% of the Contract value on commencement of its work. A proportion of the remainder will be invoiced at intervals stipulated by the company. The final account will be invoiced on completion of the works. All invoices will be due on presentation and the final date for payment will be 14 days after the date of the invoice. Time for payment shall be of the essence and no payment shall be deemed to have been received until the Company has received cleared funds. The Customer shall make all payments due under the Contract in full 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.

5.2 The Company shall pay the invoice in accordance with condition 5.1 notwithstanding that completion of the Works has not taken place and the property in the Materials has not passed to the Customer. Receipts for payment will be issued only upon request.

5.3 If the Customer fails to make any payment on the final date for payment then without prejudice to any other right or remedy available to the Company the Company shall be entitled to:

5.3.1 cancel the Contract or suspend any further deliveries to the Customer in which case the Company shall be entitled to an extension of the time available for performance of the works equal to the period of suspension plus a reasonable period for re-mobilisation and dealing with any other effects of the suspension;

5.3.2 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of eight per cent per annum above the Bank of England base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.4 Where the Customer is making a claim under an Insurance Policy in respect of the cost of the works to be carried out by the Company or any part thereof then the Customer shall, wherever possible execute an Assignment of the benefit of his relevant Insurance Policy in favour of the Company in the form provided by the Company to the Customer. The form of Assignment must be executed and delivered to the Company prior to the commencement of work by the Company under this Contract. If the form of Assignment is not delivered to the Company this Contract will nevertheless operate as a valid Assignment of the benefit of the said Insurance Policy in the terms, to the extent possible, of the Form of Assignment delivered to the Customer. Terms of payment to be as condition 5.1 and the Customer will be responsible for such payment irrespective from where he obtains monies to pay the account.

6. WARRANTIES AND LIABILITY

6.1 Subject to the conditions set out below the Company warrants that the Works and Materials will correspond with their specification at the time of carrying out the work and will be free from defects in Material and workmanship for a period of 10 years from the date of their initial installation or 10 years from carrying out the Work whichever is the first to expire.

6.2 The above warranty is given by the Company subject to the following conditions:

6.2.1 The Company shall be under no liability in respect of any defect in the Works or design or Materials arising from any drawing design, specification or any information supplied by the Customer;

6.2.2 The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Works or Materials without the Company's approval;

6.2.3 The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total invoice price has not been paid by the due date for payment;

6.2.4 The above warranty does not extend to materials not manufactured by the Company in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company and only to the extent that it is possible for the Company to assign such benefit to the Customer.

6.3 Subject as expressly provided in these Conditions and except where the Materials are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

6.4 Any claim by the Customer which is based on any defect in the quality or condition of the Works and Materials or their failure to correspond with specification shall be notified in writing to the Company whilst the Company is still on site or (where the defect was not apparent on reasonable inspection) within 14 days after discovery of the defect or failure.

6.5 No liability shall attach to the Company nor will the Company accept responsibility for defects of any kind whatsoever arising from a cause which is outside its immediate and direct control or knowledge or not reasonably foreseen by the Company at the date of the Quotation and loss of support due to subsequent operations or any fault by reason of subsequent work carried out by others. In the event of change of use or in the loads to be carried by the Work it is to be indemnified and held harmless by the Customer in respect of any liability loss or claim resulting from such variation(s). The piles must be constructed to lengths assessed by the Company although the Customer's wishes will be given due consideration. The Company will not accept any responsibility for design or the works caused by differential settlement or further settlement of part of the structure or adjacent structures not being part of the Company's Works.

6.6 Where any valid claim in respect of any of the Works and Materials which is based on any defect in the quality of the Works or condition of the Materials or the failure to meet specification is notified to the Company in accordance with these Conditions the Company shall be entitled to repair the Works or replace the Materials (or such part as the Company shall determine) free of charge or at the Company's sole discretion refund to the Customer the invoice price (or a proportionate part thereof) but the Company shall have no further liability to the Customer.

6.7 The liability of the Company for negligence or any other default or breach of contract shall (except in respect of death or personal injury) be limited to the cost of replacing piles or carrying out alternative remedial work such as underpinning, the cost of repairing damage to any building to the extent that such damage was solely due to such negligence or breach of contract by the Company and removal and alternative accommodation costs during the carrying out of such remedial work to the extent and for such period as is strictly necessary due to such remedial work rendering the building or the part of it in respect of which such costs are claimed incapable of beneficial occupation. For the avoidance of doubt the Company shall (save in relation to death or personal injury) have no further or other liability under this or any other contract or at common law and in particular (but without prejudice to the generality of the foregoing) the Company shall have no liability for loss of profits, loss of business opportunities, liquidated damages payable to any person or the fact that no such liquidated damages become payable costs due to the delaying of any other construction or other works or any other losses of any kind save as clearly and specifically identified in the first sentence of this condition 6.7.

6.8 The Company shall not accept any responsibility for any losses or damage of such services as sewers, pipes, cables or other sub-surface structures and shall be indemnified and held harmless by the Customer for such loss, damage or delays nor will the Company be held responsible for reinstatement of such services after the completion of the Works.

6.9 The Company shall not accept any responsibility for piles displaced from their positions by any obstructions below ground level or under unforeseen ground conditions. All additional expense caused to the Company thereby will be charged as an extra. If it is possible to overcome the obstruction with equipment already on site the Company shall require to be paid for all time spent and if this is not possible the Company shall withdraw from the pile position whilst the obstruction is removed by others at no cost to the Company and shall require payment for all abortive work and delays. The cost on any plant or equipment lost or damaged in attempting to overcome obstructions will be charged.

6.10 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in commencement of the Contract or in performance or any failure to perform any of the Company's obligations in relation to the Works if the delay or failure was due to any cause beyond the Company's reasonable control including but without limitation:

6.10.1 act of God, explosion, flood, tempest, fire or accident;

6.10.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

6.10.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

6.10.4 import or export regulations or embargoes;

6.10.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);

6.10.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

6.10.7 power failure or breakdown in machinery;

6.10.8 Covid-19 or another epidemic/pandemic.

6.10.9 delays on previous contracts beyond the Company's control.

7. COMPANY REQUIREMENTS AND SPECIFICATIONS

7.1 The Company requires and the Customer shall provide free of charge, the following attendance items as appropriate to the agreed scheme of works:

7.1.1 hard access to the works suitable for the Company's reasonable requirements must be maintained at all times;

7.1.2 adequate storage areas level and dry prepared and maintained as access routes;

7.1.3 all setting out for lines and levels clearly marked and maintained and check immediately after installation;

7.1.4 disposal of spoil from the Company's operations in sufficient time to prevent spoil heaps from impeding the progress;

7.1.5 adequate supply of water and electricity to the Company's working positions;

7.1.6 breaking down pile heads to cut off level and disposal thereof;

7.1.7 watching lighting and hoarding as necessary;

7.1.8 all welfare facilities as required by Construction Regulations;

7.1.9 provision of test cube moulds curing and storage facilities for the cubes;

7.1.10 cleaning and maintenance of approach roads to site;

7.1.11 any pumping and drainage necessary to keep site free from surface or drainage water and disposal of the same; and

7.1.12 unless otherwise stated the Company will not reinstatement floors (floor supports), floor finishes, footpaths, gardens, driveways, drains, services etc. nor be responsible for such repairs after the completion of the Work.

7.2 The Work will be carried out in one visit in the Company's normal working hours with continuity of the work in an agreed sequence unless stated otherwise. The Company shall not be liable for any loss or damage consequential or otherwise caused by delay in the progress of completion of the Works resulting from events beyond its control or where the sequence of working is varied by instruction. The Company reserves the right to amend its prices where it is required to work to a programme or sequence different to that previously agreed by it.

7.3 Piles will be constructed to safely carry the loads stated only to lengths assessed or agreed by the Company.

7.4 Piles will be measured for payment from the level at which the piling rig is based to the toe of the pile. The length of pile will be measured to the nearest 1.0m rounded upwards.

7.5 The Company can omit no liability for trimming of piles down to specified cut-off levels disposal of debris and preparation or reinforcement to subsequent construction including any test and anchor piles and caps unless included in the Contract. It is essential that the piles for new work are trimmed to sound concrete whatever the level.

7.6 Tolerances in plan 75mm at piling platform level in vertically 1 in 75 in raking 1 in 25. The Company shall not accept any liability or charges in connection with piles being out of position or alignment on account of ground displacement or when set out by others their being out of position is not reported to the Company while its plant is on site.

7.7 The Company shall not be responsible for any cost incurred should there be a change in ground level due to its piling.

8. INSOLVENCY OF CUSTOMER

8.1 This condition 8 applies if:

8.1.1 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or 8.1.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer; or

8.1.3 the Customer ceases or threatens to cease to carry on business; or

8.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

8.2 If this condition 8 applies then without prejudice to any other right or remedy available to the Company the Company shall be entitled to cancel the Contract or cease any Work under the Contract without any liability to the Customer and if the Works have been undertaken or the Materials supplied but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9. INSURANCE

9.1 All the Company Work carries third party Public Liability Insurance up to the value of Ten Million Pounds (£10,000,000) in any one claim; No other specific insurances are included.

10. GENERAL

10.1 All plant which is the property of the Company shall remain in its ownership but for the purpose of any contracts shall be deemed to be hired plant.

10.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.3 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.5 The Contract shall be governed by the laws of England.

10.6 No term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

11. TERMINATION

11.1 If the Customer is in breach of this Contract then the Company shall be entitled to treat the Contract as terminated and the Customer shall pay to the Company the full amount of the Contract price (less any sums not incurred by the Company as a result of not being required to complete the Works) or 52% of the Contract price whichever is the greater.

12. DISPUTES

12.1 If part II of the Housing Grants, Construction and Regeneration Act 1996 applies to the contract any adjudication shall be carried out in accordance with such adjudication rules and procedures as may be required by the Company's insurers or if no specific rules or procedures are so required then in accordance with the model adjudication procedure published by the Construction Industry Council current at the date the adjudication is commenced.

12.2 Where any dispute arises between the Customer and the Company (whether or not the dispute is referred to adjudication under Clause 12.1 and including a dispute as to whether or not any adjudicator's decision is correct) the parties may attempt to settle such dispute by mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation procedure. The commencement of mediation will not prevent the parties commencing or continuing court proceedings. No documents prepared for or communications relating to mediation proceedings may subsequently be used for the purposes of any court proceedings without the prior written consent of both parties.