Traffic Management & Civils

TTM Division: 01865 965176
sales@ttm-division.co.uk

# Services Guide

Supporting Helen & Douglas House your local children's hospice

www.draintechnology.co.uk

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& Civils

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# About us

TTM is the Traffic Management & Civils Division of Drain Technology, an independent, family-owned business specialising in drainage, tankering, environmental, rail and civils and has vast experience that spans across two decades.

The Traffic Management team specialises in ensuring an effective traffic flow that minimises disruption when road works or other obstructions occur. The team work closely with ISPs, local authorities, utility contractors as well as civil engineering companies ensuring we meet all their needs through a range of different projects such as traffic light set ups to full road closures and diversions.

The TTM Division is based in Oxford and covers large parts of the South, West and Central areas of the country.

*"I believe our unique approach to dealing with our clients and their needs is key to our success and why so many companies use us regularly."*

**Paul Ferrito**
Director

Selecting the right kit for the job is key to success

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# Traffic Management

Specialising in the management of traffic to ensure an effective flow when road works or other obstructions occur.

**ISO NHSS 12D: National Highways**

ISO National Highways Sector Scheme 12D (NHSS 12D) is a quality management standard for temporary traffic management on rural and urban roads. Covering subcategories 12D A, B, C, and D, it ensures organisations meet strict requirements for safety, efficiency, and quality across various traffic management scenarios. Developed with industry stakeholders, NHSS 12D aligns with UK highways legislation and best practices, ensuring projects are managed responsibly and to national standards.

## Road Works Traffic Management

We're well aware of the implications temporary traffic systems can have on the general public and the flow of traffic.

Our specialist team will plan, implement, install and maintain traffic management systems, such as temporary traffic lights, road closures and diversions that separate road works from road users with minimum disruption to traffic flow.

## Traffic Management CAD Drawing

Before any work on the road begins, our skilled team will plan and map detailed CAD drawings.

This is an essential part of the job that ensures a well-planned and calculated solution to the flow of traffic whilst the road works take place.

## Chapter 8 Traffic Management Compliant

All of our work is compliant with the Chapter 8 Traffic Management Act.

**How do we ensure efficient traffic management for your project?**

**Starting early:** the sooner we start the discussion, the quicker we can implement our measures.

**Forming relationships:** we'll be an extension of your project, the more successful it is for you, the more beneficial it is for us.

**All the gear:** we come prepared with temporary traffic lights and signs to ensure smooth traffic flow.

Selecting the right kit for the job is key to success

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# Civils and Groundworks Services

At Drain Technology, our Civils and Groundworks services are a cornerstone of our TTM Division, delivering robust and effective solutions tailored to meet the diverse needs of our clients. With decades of experience and a commitment to excellence, our team provides comprehensive civil engineering and drainage solutions to support projects of all sizes.

## Our Services Include:

### Drainage Repairs and Renewals

We specialise in identifying and repairing faulty or damaged drainage systems. Our team ensures minimal disruption while restoring functionality, adhering to industry standards for efficiency and reliability.

### Rainwater Surface Channels

Our experts design and install rainwater surface channels to manage stormwater effectively, reducing flood risks and maintaining the integrity of your property.

### Soakaways and Drainage Fields

We implement soakaway systems and drainage fields to facilitate sustainable water management. Our solutions are designed to reduce surface water runoff and improve ground absorption.

### Tank and Pump Station Installation

From planning to installation, our team ensures seamless integration of tank and pump systems to support efficient water storage and waste management solutions.

### Road and Path Construction

Our civil engineering expertise extends to constructing durable roads and pathways, tailored to withstand high-traffic demands while maintaining safety and accessibility.

### Surfacing and Concreting

We deliver high-quality surfacing and concreting services, using the best materials and techniques to achieve resilient and aesthetically pleasing finishes.

### Trenching

Trenching for BT, Electric and water pipework for connection to live networks – by others, on and off-site, all within expert, professional inhouse traffic management where required.

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# Dredging – Civils

Whether you need ditch desilting, dredging, reshaping, or bush and tree removal, our dedicated teams are ready to help. With expertise in both traffic management and environmental maintenance, we deliver efficient and safe solutions for your projects.

## Ditch Work Services

Our Ditch Work services provide essential solutions for managing water flow and preventing localised flooding.

We specialise in **ditch cleaning, desilting, dredging, and reshaping,** helping to increase the water-holding capacity of ditches while ensuring effective drainage. By removing debris and silt, we reduce the risk of blockages and help maintain a smooth flow of water in both rural and urban areas.

Any **culverts** along the route can also be **cleaned** by our fleet of tankers.

Our advanced equipment ensures efficient and thorough cleaning, supporting long-term flood prevention strategies. This service is ideal for preventing overflow, protecting land from water damage, and maintaining proper drainage for infrastructure and agricultural land.

## Supporting Tree Surgery Work

We also offer **tree surgery services** that complement our ditch work by managing vegetation around drainage systems.

Our team partners with certified arborists to safely trim or remove trees and hedges, preventing root intrusion that could obstruct drainage flow or damage infrastructure.

This integrated service ensures that water channels remain clear while protecting the surrounding environment, helping to minimise potential risks caused by overgrown vegetation and ensuring optimal performance of drainage systems.

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# End-to-End Road Adoption Management

We offer a rare in-house capability to both manage and deliver all works required to achieve road adoption with the local authority – providing you with a seamless, hands-off experience while freeing up your internal teams to focus on delivering new homes.

## Our integrated service covers every stage of the process:

- **Full coordination** of in-house teams to deliver roads and drainage to standard for adoption in a timely and efficient manner.
- **Direct liaison** with local authorities and water companies to secure approvals, sign-offs and snag reports.
- **Bond release management,** ensuring swift recovery once works are complete.
- **As-built drainage and road records,** fully coordinated and issued in CAD format.
- **Drone as-built level surveys,** verified against planning drawings and design information for completeness.
- **Fortnightly development trackers,** giving you clear visibility of progress and adoption status across all sites.
- **Pump station repairs and snagging,** including liaison with water authorities for technical sign-off.
- **24-hour emergency response** for pump station issues, available prior to and during the adoption process.
- **Better value** – No middleman fees or added mark-ups; all works are delivered directly by our in-house teams.

With your works our priority, we drive each adoption through quickly, efficiently, and transparently – off loading your liability and accelerating the true completion of your developments.

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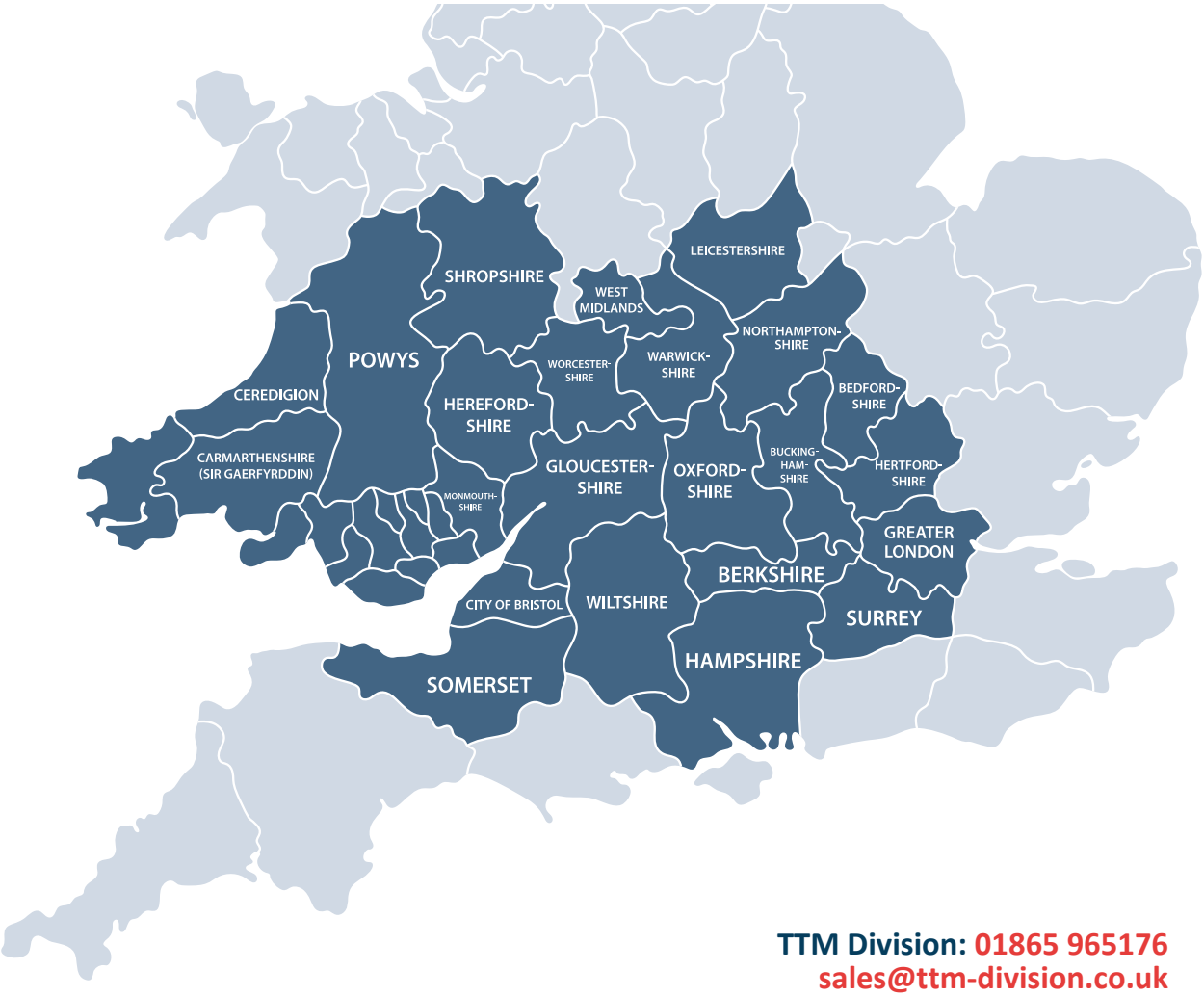
# Areas Covered

The map shows the main areas we cover. However, depending on the project, we will also travel further afield. If you don't see your area covered on the map, please speak to our team to discuss whether we can fulfil your upcoming project.

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22 Nuffield Way, Abingdon,
Oxfordshire OX14 1RL

Email: sales@draintechnology.co.uk
Tel: 01865 587086

# ACCOUNT APPLICATION

(Please fill in all sections and sign the bottom)

| BUSINESS CONTACT INFORMATION | | | |
|---|---|---|---|
| Company Name | | Please tick applicable box | |
| Registered Company Address | | ❑ Limited Company ❑ Corporation<br>❑ Partnership ❑ Other<br>*If you are eligible for CIS VAT deduction, please provide UTR number below | |
| Business Commencement Date | | UTR Number | |
| VAT Number | | Contact Name | |
| Registered Company No. | | Contact Phone No. | |

| BUSINESS AND CREDIT INFORMATION | | | |
|---|---|---|---|
| Finance Department Contact | | Bank Name | |
| Invoice statement address (if different from above) | | Bank Address | |
| Phone number | | Sort Code | |
| Credit Limit Required | £ | Account Number | |
| Contact Email | | Accounts Email | |

| BUSINESS/TRADE REFERENCES | | |
|---|---|---|
| Company Name | | Phone number |
| Address | | Fax |
| | | Email |
| | | Other |
| Type of account | | |
| Company Name | | Phone number |
| Address | | Fax |
| | | Email |
| | | Other |
| Type of account | | |

## DECLARATION

1 I hereby submit the above information for the sole purpose of opening a Credit Account with Drain Technology Ltd. I acknowledge that all orders are accepted by Drain Technology Ltd in accordance with their terms and conditions and agree that my Company shall be bound by them in all transactions.
Payment will be forwarded to ensure that cleared funds are receipted by Drain Technology Ltd no later than 30 days following the date of the invoice.
N.B. Authorised signatory should be a director or a Proprietor.

2 Please sign and return this form, along with a **copy of your Company letterhead** to the address above or email sales@draintechnology.co.uk

| SIGNATURE | | | |
|---|---|---|---|
| Print Name | | Position | |
| Signature | | Date | |

N.B Signatory should be a director, proprietor or authorised signatory of your company.

Vat Reg No 849 479 462. Registered Office: 22 Nuffield Way, Abingdon, England, OX14 1RL. Reg in England No. 5395560.

# DRAIN TECHNOLOGY (UK) LIMITED

Terms and Conditions of Business 2025

## 1. Definitions

### 1. Definitions and Interpretation

1.1 The following terms shall have the following meanings for the purposes of this agreement.

'Conditions' means these terms and conditions and any other condition as defined in Clause 2 below.

'Contractor' means Drain Technology (UK) Limited.

'Contractor's Quotation' means the proposal submitted by the Contractor to the Employer for the carrying out of the Services setting out the Payments of the Price.

'Employer' means the person, firm or Company for whom works are carried out.

'Engineer' means the person agreed by the Contractor and Employer or, failing agreement, nominated by the Contractor.

'Force Majeure' means any act of God, war, act of terrorism, civil commotion, earthquake, fire, explosion and any other event or circumstance to the extent it could not reasonably have been avoided and is beyond the reasonable control of either the Employer or the Contractor to the extent that such event or circumstance has materially affected the ability of the Employer and/or the Contractor relying on that event or circumstance to perform its obligations but excluding:

(a) strikes, lockouts and industrial disputes affecting either the Employer or the Contractor or the workforce or subcontractors of either party;

(b) failure to secure personnel, a subcontractor or default of a subcontractor;

(c) breakdown or failure of plant or machinery;

(d) inability to obtain essential supplies, materials or other equipment; and

(e) changes in law other than a change in law which renders some or all of the activities of a party in connection with this Agreement illegal or unlawful and where no action of either the Employer or Contractor (such as obtaining a licence or amending or varying its activities or processes) can make such activities legal and lawful.

'Insolvent' means (i) where the Employer is an individual when he becomes bankrupt or makes a composition or arrangement with his creditors; and (ii) where the Employer is a company where there is evidence that its solvency may jeopardise completion of the Order or it suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due, it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or it makes a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement to be approved in accordance with the Companies Act 1985, the Insolvency Act 1986 or the Enterprise Act 2002 (as amended from time to time) or has a provisional liquidator appointed, or has a winding-up order made against it, or passes a resolution for a voluntary winding-up (other than for the purposes of amalgamation or reconstruction), or under the Insolvency Act 1986 (as amended from time to time) has an administrator or administrative receiver appointed.

'Order' means any letter, email or other written communication containing particulars of the Services to which these Conditions exclusively are deemed to apply.

'Payment' means the fees payable to the Contractor in respect of the Services which may be set out in instalments or via any other means of calculation as set out in the Contractor's Quotation.

'Price' means the amount contained within the Contractor's Quotation exclusive of VAT and any disbursements (including, but not limited to, parking, congestion charge and tolls).

'Services' means those specified in the Contractor's Quotation or other documentation, subject to amendment.

'Statutory Requirements' means any requirement imposed by any enactment or rule of law, or order made under any statute or directive having the force of law which affects the performance of the Services and any regulation or bye-law of any local authority with any jurisdiction with the Services or whose permissions or consents may be required.

'Variation' means any change or changes to the Services after the placing of the Order by the Employer.

1.2 Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

## 2. Appointment

2.1 The Employer appoints the Contractor to undertake the Services in return for payment of the Price (as adjusted in accordance with the terms of this Agreement) as set out in the agreed Payments.

2.2 The Contractor will endeavour to complete job sheets for all Services performed, however, any unsigned job sheet (for whatever reason) shall not be a valid justification for non-payment of any Payment due unless substantive evidence of non-performance by the Contractor is provided promptly by the Employer. Similarly, any order number given is deemed to be part of the Employer's administrative procedure and is not a reason to delay payment of any Payment due.

2.3 The Contractor's Quotation comprises of the priced letter, email or other written communication which contains full and specific particulars of its proposed Services and these Conditions, all of which are deemed incorporated in full into this Agreement. No other standard or other terms whether advanced by the Employer or otherwise are incorporated into this Agreement. In the event of a conflict between the Conditions and the Contractor's Quotation, these Conditions shall prevail.

2.4 This Agreement constitutes the entire Agreement between the parties. The Employer acknowledges that it has not relied on any further or other statement, promise or representation made or given by or on behalf of the Contractor which is not set out in the Contractor's Quotation or subsequent written clarification thereof. Any descriptive information or advertising materials issued by the Contractor shall not form any part of the Agreement or have any contractual force whatsoever.

2.5 The Contractor's Quotation constitutes an offer by the Contractor to the Employer. Where the Contractor's Quotation is not expressly accepted either orally or in writing (including by, but not limited to, an express Employer order by letter or email, or letter of intent also sent to the Contractor in either form) within such period as may be specified by the Contractor, the Employer shall by allowing commencement of the Services (which includes commencement of any procurement) be deemed to have accepted the Contractor's Quotation by conduct, which shall be binding.

2.6 Any other terms and conditions proposed by the Employer are deemed not to apply unless otherwise agreed expressly in writing with the Contractor before acceptance of the Contractor's Quotation.

2.7 Any reference to or application of European Union law that was directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time-to-time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 December 2020.

## 3. The Contractor's Obligations

**3.1 The Contractor shall:**

3.1.1. perform the Services using all reasonable skill, care and diligence and in accordance with the Contractor's professional and other accreditations;

3.1.2. so far as is reasonably practicable, comply with any time-scale or cost limit agreed with the Employer save that the Contractor shall have no liability (financial or otherwise) for late completion of the Services or increased costs for any reason outside of its reasonable control;

3.1.3. Comply with all Statutory Requirements to the extent that the same is applicable and relevant to performance of the Services;

3.1.4. Keep the Employer informed of progress in the performance of the Services as is reasonable in all the circumstances,

provided always that if the Contractor's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Employer or failure by the Employer to perform any relevant obligation (Employer Default):

(a) the Contractor shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Employer remedies the Employer Default, and to rely on the Employer Default to relieve it from the performance of any of its obligations to the extent the Employer Default prevents or delays the Contractor's performance of any of its obligations;

(b) the Contractor shall not be liable for any costs or losses sustained or incurred by the Employer arising directly or indirectly from the Contractor's failure or delay to perform any of its obligations as set out in this Clause 3.1; and

(c) the Employer shall reimburse the Contractor on written demand for any costs or losses sustained or incurred by the Contractor arising directly or indirectly from the Employer Default.

3.2 The Contractor shall carry out the Services between the hours of 0800 and 1630 (allowing for a 30 minute break) unless agreed prior to commencement and unless otherwise stated within the Contractor's Quotation. In the event that the Employer changes the hours within which the Services are to be provided, the Employer shall be liable for the Contractor's additional costs which shall be calculated on a time basis on weekdays and Saturdays and double-time on Sundays and Bank Holidays.

## 4. The Employer's Obligations

4.1 The Employer agrees to make the Payments promptly without demand, deduction, set-off, counterclaim or other withholding (other than any deduction or withholding of tax as required by law) in consideration of the Services provided by the Contractor under this Agreement.

4.2 Payment of the Price and VAT (or any pre-agreed instalments thereof) shall be due within 30 days of the date of the invoice for that Payment. Time for Payment shall be of the essence. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above the Bank of England Base Rate from time to time in force and shall accrue at such a rate after as well as before any judgment. In the event that the Employer is acting in the course of a business, the Contractor reserves the right to claim compensation for late payment pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. At this point, the Contractor reserve the right to charge an administration fee of £280 for each late invoice and an additional £35 for each letter chasing the debt.

4.3 Any queries to an invoice must be made in written form within 14 days of the invoice date clearly stating the nature of the query and possible solution. Re-valuations will not be accepted as queries.

4.4 Notwithstanding Clauses 4.1 and 4.2 above, the Price shall be adjusted if the performance of the Services is materially delayed or disrupted due to a change in the scope, size, complexity or duration of the Employer's requirements or any other cause outside the Contractor's reasonable control that could not reasonably have been foreseen at the date of this Agreement provided always that the Contractor shall not be entitled to any adjustment where the delay or disruption arises from the Contractor's default or negligence. Unless the parties agree otherwise, the Price and any consequent loss and expense shall be adjusted by a reasonable amount by reference the Contractor's charges applicable from time-to-time.

### 4.5 The Employer shall:

4.5.1 make available to the Contractor the whole of the site of the proposed works at the commencement on site unless otherwise agreed in writing;

4.5.2 provide all documentation and any such further information and instructions that the Contractor may reasonably require so as not to hinder or prejudice the Contractor's

ability to perform and complete the Services in accordance with any Statutory Requirements or other restrictions;

4.5.3 be fully responsible for and shall indemnify the Contractor and any sub-consultants or agents against all losses, liabilities, claims and costs arising directly or indirectly out of or in connection with or as a result of the death of or personal injury to any servant, agent or employee of the Employer save where such death or personal injury occurs as a result of the Contractor's (and/or its sub-consultants' or agents') negligence;

4.5.4 provide the Contractor, its employees, agents, consultants and subcontractors with full vehicular access to the Employer's premises, office accommodation and other facilities as reasonably required by the Contractor unless otherwise agreed in writing. In the event of such access not being granted, the Employer shall be liable for the cost of creating such access.

4.5.5. provide the Contractor with such information and materials as the Contractor may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects; and

4.5.6. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start including, but not limited to, access onto and across private land.

4.6 In the event that working time is lost on site due to delays caused either by the actions of the Employer, its representative or by other contractors employed by the Employer, or by sewer surcharge caused by storm, flood, tidal or pump failure, or the Employer instructs the Contractor to undertake non-dig pipe rehabilitation, mechanical or robotic cutting resulting in inadvertent pipe failure or damage, the Employer shall be liable for the additional costs incurred by the Contractor. In addition, in the event that the Contractor experiences delays for which it is not responsible, the Employer shall be liable for the Contractor's additional costs in relation to the additional setting up or out of sequence working.

4.7 In the event that the Employer requires the Contractor to work in any confined spaces as defined by the Health and Safety at Work etc. Act 1974 (as amended) or any manhole deeper than 1.4 metres, the Contractor reserves the right to charge the Employer for the required additional labour and safety equipment.

4.8 In order to protect the legitimate business interests of the Contractor, the Employer covenants with the Contractor (for itself and as agent for any of its group companies) that it shall not (and shall procure that no member of the Employer's group shall except with the prior written consent of the Contractor):

(a) attempt to solicit or entice away; or

(b) solicit or entice away,

from the employment or service of the Contractor the services of any employee other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the Contractor.

4.9 The Employer shall be bound by the covenant set out in clause 4.8 during the term of this Agreement, and for a period of 12 months after termination or expiry of this Agreement.

## 5. Variations

5.1 Any Variations to the scope of the Services shall be issued in writing by the Employer or confirmed in writing by the Contractor to the Employer.

5.2 Where reasonably possible, the Contractor shall provide a separate Contractor's Quotation in relation to each Variation (including details of the proposed additional fee relating to the Variation) and commencement of any additional or varied work by the Contractor shall always be deemed as acceptance of any revised or separate Contractor's Quotation (including the proposed additional fee) by the Employer and deemed incorporated into the Services.

## 6. Suspension

6.1 If the Employer fails to pay any sum or sums due to the Contractor by way of cleared funds and/or in to such bank account as the Contractor may reasonably specify within the time specified within this Agreement, the Contractor shall be entitled to suspend the Services or any part thereof and the Employer shall pay to the Employer, in addition to any sum(s) due, interest thereon as per clause 4.2 above from the final date for payment until the debt has been paid or judgment has been entered, whichever is the earlier date.

6.2 The Contractor may not suspend the Services under Clause 6.1 without firstly giving to the Employer a minimum of 7 days' notice of its intention to suspend the performance of its obligations and the ground or grounds on which it intends to suspend performance. The Contractor may suspend performance of any or all of those obligations until payment in full is made.

6.3 Where the Contractor exercises its right of suspension under Clause 6.1, it shall be entitled to all costs and expenses reasonably incurred as a result of the exercise of the right including any costs of remobilisation.

6.4 Any period during which performance is suspended in pursuance of, or in consequence of, the right conferred by this clause shall be disregarded in computing the time taken by the Contractor in completing the Services.

6.5 Where the period for completion of the Services is set by reference to a date rather than a period, that period shall be adjusted accordingly.

## 7. Cancellation

7.1 Prior to commencement of the works on site the Employer may cancel this agreement at any time by giving the Contractor written or telephone notice by 12pm for day works on the prior working day, (Mon-Fri) or upon 24 hours' notice for scheduled night works following which the Employer shall then be liable to pay to the Contractor for all Services undertaken and expenses incurred in preparation of the same. Upon commencement of the Services the Employer may not cancel this agreement, save as set out in clause 12.

## 8. VAT

8.1 All sums payable under this Agreement for all non-CIS registered Employers unless otherwise stated are exclusive of VAT and other duties or taxes.

8.2 VAT shall not be added to invoices in respect of CIS registered Employers, in which case the provisions of Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 (SI 2019/892) (Section 55A Order) and any subsequent re-enactment thereof shall apply.

8.3 Notwithstanding the above, any VAT or other duties or taxes payable in respect of Payments shall be payable in addition to such sums.

## 9. Liability

9.1 The Contractor shall not be liable to the Employer for loss or damage to the Employer unless due to the negligence of the Contractor.

9.2 In the event that the Employer disputes the work undertaken by the Contractor, all disputes must be notified to the Contractor within 14 days of the invoice. The Employer shall be prohibited from disputing the work undertaken or the amount of the invoice after this 14 day period, at which point the relevant Payment is deemed final and binding.

9.3 Save as expressly referred to above, and except where the Employer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods and/or Services, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

9.4 For the sake of clarity, the Contractor will not be held liable for any consequential losses suffered by the Employer as a result of any breach of the Contractor's obligations, whether reasonably foreseeable or otherwise.

9.5 The Employer shall indemnify defend and hold harmless the Contractor in full against all loss, costs, damages, charges, expenses and other liabilities awarded against or incurred as a result of or in connection with any claim made against the Contractor by a third party In respect of any matter caused by the Employer or for which liability has been assumed by the Employer.

9.6 For the avoidance of doubt the Contractor will not accept any associated risk with the works unless all risks are highlighted at the pricing stage and the associated risks communicated in writing by the employer.

9.7 In relation to any inability of the Contractor to perform its obligations due to a shortage of personnel and/or goods, materials or services as a result any epidemic, pandemic or action taken by any central government department or local authority in relation thereto, the Employer agrees to grant a fair and reasonable extension of time for the provision of the Services and to pay any reasonably foreseeable loss and expense resulting therefrom to the Contractor.

## 10. Insurance

10.1 The Contractor shall effect and maintain, with reputable insurers, a policy of:

(a) comprehensive public liability insurance, with a policy limit of not less than £5 million pounds for injury to or death of persons; and

(b) a policy of professional indemnity insurance, with a policy limit of not less than £5 million pounds for any one claim.

## 11. Intellectual Property

11.1 The copyright and all other intellectual property in all drawings, reports, schedules, programmes, specifications, calculations and other documents produced or provided by the Contractor in connection with the Services shall remain the property of the Contractor.

11.2 No part of any all drawings reports specifications calculations databases and other documents or information prepared by or on behalf of the Contractor may be registered by the Employer without the prior written consent of the Contractor.

11.3 Subject to proper payment being made to the Contractor in accordance with Clause 4, the Employer is granted an irrevocable royalty-free licence to copy and use any such all drawings reports specifications calculations and other documents or information prepared by the Contractor in the performance of the Services, but the Contractor shall not be liable for any use of such information or documents other than for the purposes for which such information or documents were prepared.

11.4 If at any time the Employer is in default of payment of any fees or other amounts properly due, the Contractor may suspend further use of the licence on giving 14 days' notice of the intention of doing so. Use of the licence may be resumed on receipt of such outstanding sums.

## 12. Termination for Breach

12.1 Without prejudice to any other rights or remedies the Contractor may have, if:

12.1.1. The Employer becomes or shows any sign that it is about to become Insolvent; or

12.1.2 The Employer is in default of any of the terms of this Agreement and following the giving of notice in writing by the Contractor to the Employer specifying the default, the Employer continues in such default for 7 days,

then the Contractor shall be entitled to treat the Agreement as terminated and to recover any outstanding sums due as a debt.

12.2 The Contractor may terminate this Agreement at any time and upon termination the Contractor shall be entitled to recover from the Employer any sums properly due and payable to it.

12.3 Unless expressly stated elsewhere in this Agreement, the Employer may terminate this Agreement at any time upon giving the Contractor 14 days' prior written notice.

12.4 If the Employer terminates this Agreement in accordance with Clause 12.3 above, the Contractor shall render an invoice for any previously unbilled time incurred in connection with the proper performance of the Services. Such invoice shall become due and payable in accordance with Clause 4 above.

12.5 Without prejudice to clauses 12.1 – 12.4 above, neither the Employer nor the Contractor will be in breach of this Agreement or otherwise liable to the other for any failure to perform or delay in performing its obligations under this Agreement to the extent such failure or delay due to Force Majeure.

12.6 The date for performance of an obligation affected by Force Majeure will be deemed suspended only for a period equal to the delay caused by that event.

12.7 Neither party will liable to the other in respect of any loss, damages or expenses incurred by virtue of Force Majeure.

12.8 If Force Majeure continues for more than six months, either party may give written notice of not less than 14 days to the other to terminate this Agreement. The notice to terminate must specify the termination date after the date on which the notice is given, and once such notice has been validly given, this Agreement will terminate on that termination date.

## 13. Termination Consequences

In the event of this agreement being determined whether by effluxion of time, notice, breach or otherwise:

13.1 The Employer shall immediately pay to the Contractor:

13.1.1 All arrears of Payments and any other sums due under the terms of this Agreement, and

13.1.2 All further sums which would but for the determination of this Agreement have fallen due at the end of the Services.

13.2 Either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this agreement and the determination of this agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it.

13.3 Any right or remedy to which either party is or may become entitled under this agreement or in consequence of the other's conduct may be enforced from time to time separately or concurrently with any right or remedy given by this agreement or now or afterwards provided for and arising by operation of law so that such rights and remedies are not exclusive of the other or others but are cumulative.

## 14. Miscellaneous

### 14.1 Warranty

14.1.1 Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.

### 14.2 Severance

14.2.1 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are received by either of the parties from any competent authority the remaining provisions of this agreement shall remain in full force and effect unless the Contractor in the Contractor's sole discretion decides that the effect of such declaration is to defeat the original intention of the parties In which event the Contractor shall be entitled to terminate this agreement by 30 days' notice to the Employer and the provisions of clause 13 shall apply accordingly.

### 14.3 Whole Agreement

14.3.1 Each party acknowledges that this agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

### 14.4 Notices

14.4.1 All notices to be given under this Agreement shall be in writing and shall either be delivered personally or sent by first class pre-paid post and shall be deemed duly served:

(a) In the case of a notice delivered personally, at the time of delivery;

(b) In the case of a notice sent inland by first class pre-paid post, 2 clear business days after the date of dispatch.

14.4.2 Notice shall not be validly served by email but daily communication by electronic means is permitted.

### 14.5 Proper Law and Jurisdiction

14.5.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive of the courts of England and Wales.

### 14.6 Waiver

14.6.1 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

### 14.7 Third Party Rights

14.7.1 Nothing in the Contractor's Quotation or these Conditions confers or purports to confer any right to enforce any of its terms on any person who is not a party to this Agreement and the provisions of the Contract (Rights of Third parties) Act 1999 shall be of no effect in respect of this Agreement.

### 14.8 Assignment

14.8.1 Neither party may at any time assign this Agreement nor any rights arising under it without the prior written consent of the other, such consent not to be unreasonable withheld or delayed.

14.8.2 Any assignment of the licence to copy and use information is subject to compliance with the terms of Clause 11.

### 14.9 Public health measures

14.9.1 In the event that the UK Government or a Local Public Authority issues any public health measures in connection with any public health emergency (including, but not limited to, any epidemic or pandemic( which directly affects the performance of the Services in any of the following ways:

(a) unavailability or shortage of labour as a result of preventative measures to alleviate the outbreak spreading and/or due to infection, or potential infection, and the resulting quarantine, self-isolation or similar; or

(b) unavailability or shortage of plant, equipment or materials due to delays in their supply, manufacture, importation or transportation; or

(c) the closure (whether in whole or in part) or restriction of access to the site,

then the Contractor shall be granted extra time for performance of the Services and the parties shall agree a reasonable sum payable in addition to the Price in respect of any loss which the Contractor experiences as a direct result of the same.

## 15. Hire and/or Supply

15.1 All hired or cross hired equipment will be covered by CPA Hire Rules and any damage or loss must be paid for by the hirer/end user.

15.2 All equipment supplied to site must be paid for in full. If the item(s) are not required the item can be returned and the cost of delivery, collection and any appropriate re-stocking fee will be deducted.

Specific Works (to be read in conjunction with the above Conditions).

## 16. Cleaning

16.1 The removal of waste from the working area is deemed to be within the capacity of the equipment originally specified by quotation, estimate or work authorisation form. Should this be insufficient due to volume, tanker Maximum Gross Vehicle Weights or other reasons unknown at the time of booking, the Contractor reserve the right to utilise additional resources without additional order or confirmation and pass on reasonable cost to the Employer.

### 16.2 CCTV/Sonar Inspection Works

16.2.1 Due to the nature of CCTV inspection, the Contractor cannot guarantee the accuracy of any CCTV inspection or measurement as a CCTV Survey will only show the interior of the sewer or pipe and will not show the exterior. Alternatively, sonar may be used to track the route of a pipe, however, sonar by its nature may be up to 1 metre out in accuracy. Any interpretation and advice as a result of CCTV inspection shall not be binding on the Contractor, and is the sole responsibility of the Employer. In the event that the measurements or advice given is inaccurate, the Contractor shall not be responsible for any loss or damage howsoever caused.

### 16.3 Sewer Condition

16.3.1 Where information is provided or implied either verbally or in writing or through CCTV recordings concerning the condition of the sewers and this is found to be inaccurate or out of date, the Employer shall be responsible for any extras costs incurred for additional work that may be required to complete the Services. The Contractor shall not be liable for any deterioration, structural or otherwise, that develops or becomes apparent on any pipe they are working on howsoever caused.

### 16.4 Waste Disposal

16.4.1 Unless otherwise stated the Contractor has not quoted for the removal of waste or debris from site. If disposal is found to be necessary the Employer will be responsible for the additional costs incurred by the Contractor in the removal, transporting and disposal of waste to a registered site, together with additional administrative costs.

16.4.2 Waste disposal is determined depending on strength, viscosity and constituent make up as such rates stated are subject to change. As such the Contractor reserves the right to pass on these fluctuations immediately without prior written notification. All waste is subject to acceptance at the disposal site, rejection of any load will result in storage costs and additional travelling costs to another suitable disposal site and an administration fee of £100 being added to the invoice.

16.4.3 Notwithstanding the provision of any drawings or other surveys detailing the conditions of a site, it is the Employer's responsibility to make the Contractor aware of and highlight any specific risk which may arise prior to visiting site as a result of either:

(a) the discharge of water (foul or clean) into any water course which may be adjacent to the Contractor's operations and/or the site; or

(b) the existence of blind connections which may affect water pressures on any housing development to avoid inadvertent discharge via toilets/sinks/other sanitaryware within individual homes.

16.4.4 Upon being notified of either of the circumstances in clause 16.4.3 above, the Contractor shall make reasonable provision to guard against such risk and price accordingly. In the event that the Contractor is not notified as per clause 16.4.3 above then it shall bear no responsibility for the consequences arising from any discharge and reserves the right to seek an indemnity from the Employer for any costs, expenses, claims, proceedings or other loss which it may subsequently incur as a result of that lack of notification.

### 16.5 Specialist repairs

16.5.1 The Employer acknowledges the inherent risk of non-dig pipe rehabilitation and repairs and the failure or damage which may result to pipework through no fault of the Contractor. These Services are offered as a last resort but if the Employer instructs them to be provided, then the Employment agrees to take the sole risk of the cost of any such failure or damage for whatever reason and to indemnify the Contractor for any costs, expenses or other losses which it may incur as a result.

## 17. Damage or loss to equipment

17.1 If damage or loss is sustained to the Contractors equipment due to reasons beyond its control, or due to the condition of the pipe work or some other known or unknown risk, the Contractor reserves the right to charge for the costs in retrieving the equipment, including the instruction of another contractor and/or the costs of replacing the equipment. The Contractor also reserves the right to charge for loss of profits and down time whilst the items are recovered or replaced.

## 18. Fuel surcharge

18.1 The fuel surcharge figure is calculated from the AA figures published at **http://www.theaa.com/motoring_advice/fuel/** and will be updated monthly.

Traffic Management
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