

GEOINVESTIGATE LTD TERMS & CONDITIONS AND SERVICE CONSTRAINTS / LIMITATIONS

Phase 1 Desk Studies / Preliminary Risk Assessments/Coal Mining Risk Assessments:

- The generation of the report is based on a number of available sources, including the client, nearby residents, the site walkover, statutory authorities and other parties. Information and opinion given in these studies is based on this third party information, and it is assumed that this is correct at the time of the study. Geoinvestigate do not accept any liability for any inaccuracies in this information.
- Information and interpretation on the Coal Mining Risk Assessments shall be based on a 'valid' report from the Coal Authority, dated within 90 days of the date of issue of said CMRA and be of appropriate type of report, based on Geoinvestigate's assessment of the type of development.
- Preliminary Risk Assessments are a Desk Based exercise and as such highlight only potential risks, which may only be quantified by Intrusive or Phase 2 Site Investigations.

Phase 2 Intrusive Site Investigations:

- The Phase 2 Investigations provide geotechnical data on the ground conditions and soil samples for possible subsequent geotechnical and geo-environmental (contamination) testing. Any investigation may be limited by scope provided by the client, or overseeing engineer, budget, and physical site constraints (access and ground conditions) to form coverage of the site. Any results and conclusions may only therefore be made on the positions investigated and are subject to the natural inherent variability and non-conformity of the ground.
- Future developments in regulations, guidelines and site conditions or other legal aspects may render aspects of the report inaccurate or unreliable. Therefore, the report and information therein should not be relied upon in future without prior consultation with Geoinvestigate Ltd. In the absence of this any written correspondence from Geoinvestigate Ltd any reliance on the report or information contained therein shall be at the Clients own risk.

Rotary Open Hole Borehole Investigation / Probing

- All rotary open hole drilling will be carried out with our tracked portable rig using water flush with a 45mm diameter drill.
- Unless previously agreed, the water flush will be discharged at the borehole position and left on site.
- The provision of water for use as a drilling medium (terms of a hosepipe type supply) on site shall be the clients responsibility unless previously notified in writing.
- Should artesian water be anticipated from local topography / ground conditions or encountered during drilling, the client will be notified prior to drilling commencing or as soon as is practicable and the drilling will be halted, with the borehole sealed as best as possible with bentonite pellets. Notwithstanding, no liability can be accepted for any damage to the site from initial water strike or continued water flow.

GENERAL TERMS OF REPORT ISSUE.

- The report is compiled solely for the use of the Client, and or the persons detailed in the report cover / introductory paragraph. Geoinvestigate does not, unless previously agreed in writing from the client, consent for any third party to act upon the report. Furthermore, Geoinvestigate accepts no responsibility for any consequences should the report be used for any other purpose than that it was originally commissioned for by the client.
- Instruction for the investigation assumes that the client agrees that suitable access arrangements for the investigation to be carried out will be made and that all permissions have been granted by landowners for the works. Similarly access for the equipment should be level and unhindered (ie no walls, narrow gates or anti-access bunds). If the client is unsure if access is suitable, then a site access visit may be requested by the client, a charge will be made for such visits. In addition Geoinvestigate retain the right to refuse to access the site if deemed unsuitable, for the aforementioned reasons, or if the site is deemed unsafe. No liability for any consequential loss or damages will be accepted by Geoinvestigate from the site being inaccessible or if access is delayed.
- It is assumed that all available information relating to buried services or drains etc will be supplied by the client prior to mobilisation. Geoinvestigate Ltd accepts no responsibility for damage to underground services that have not been identified by the client, or if service drawings are inaccurate, or identified in differing positions to those shown. If this is not possible or plans are not available then a third party specialist should be contacted to undertake a survey for any services. The implications in terms of costs and scheduling delays (likely two to three weeks) should be considered by the client.
- Due to the nature of ground investigation works, some disturbance of the ground surface will be created by the works, and Geoinvestigate will endeavour to, (where possible), keep the site 'as it was found', by using good husbandry. However, unless previously agreed in writing no specialist reinstatement has been allowed for. Excess excavation arisings will be kept on site and levelled around the excavations, unless the client provides a suitable form of disposal.
- Any site /excavation location plans, unless specified, are Not to Scale and no interpretation should be made from any features shown on the site.

FINANCIAL

- Geoinvestigate holds Professional Indemnity Insurance Cover at a level of £1 Million, however liability is limited solely to the information contained within the report, and no liability for any consequential losses is accepted. Geoinvestigate's liability for losses arising out of the report shall be no more than a multiple of fifty times the fee charged for the preparation of the report, or £1 Million whichever is the least.
- Unless agreed in writing, Payment Terms for the report, as outlined on our 'acceptance of quotation' form are 50% of the quote (including VAT) prior to delivery / issue of the report. The remainder is payable within 14 days of receipt of report. The report and any findings therein remain the property of Geoinvestigate until full payment is received.