



UKDD T&C September 2023 – Ver. 1.0

Basis of Quotation & Associated Terms and Conditions

Definitions

UK Diamond Drilling Limited

The person, individual or organisation placing the order or instructing UKDD

“UKDD”

The “Client”

1. UKDD's tender is valid for a period of 60 days from the date of our submission and is exclusive of VAT, which will be chargeable at the applicable UK standard rate.
2. In the absence of a formal order / contract the Client agrees to engage UKDD under UKDD's (these) terms and conditions (as set out within this document), as noted in the tender basis until such time as a formal subcontract agreement is in place.
3. UK Diamond Drilling Limited will not enter into a sub-contract, without our full scope of works, tender basis & plant & material price list deemed to be an integral part of the subcontract agreement.
4. Payment terms are 30 days net in full against works carried out within our valuation period. Where MCD is offered, this is a settlement discount and only applicable to payments received within this time scale. In the absence of any such agreement the main contractors discount is deemed to be zero-rated.
5. Our offer has been based upon both Liquidated and Ascertained Damages and retention being £1.00 per working day, capped at 3% of the value of the works..
6. Our offer excludes any form of O&M Manuals, Collateral Warranties, Professional Indemnity Insurance or any other provisions as associated with the design of the completed structure.
7. Project commencement will be from the first item of plant being installed.
8. All plant and equipment remains the property of UK Diamond Drilling Limited.
9. All contracts have been priced on a working week of 08:00-16.30 hours Monday to Friday excluding bank holidays and recognised construction industry holidays, unless they have been otherwise identified within our submission.
10. In the event that the contract is extended beyond the agreed period, any applicable items such as equipment hire, labour and testing will be charged in accordance with our then prevailing rates at that point.
11. No allowance has been made for any kind of builders work.
12. We have not allowed for access equipment. Any such requirements will be provided by the Employer at no cost to UKDD.
13. During regular Mon–Fri operational hrs 08:00-16.30 a minimum day rate charge will apply to all works, this is £945.00 excl. VAT for a two operative team and £750.00 Excl VAT for a single operative team. On Saturdays a 50% increase applies to these rates and on a Sunday or night shift working a 100% increase applies to these rates. Non-productive overtime has not been allowed for in any instance.
14. Where UKDD plant and resource is standing due to reasons beyond its control, the following rates shall apply:

a.	2 Operative Team Including All Plant and Tools	£160.00 Per Hour
b.	1 Operative Team Including All Plant and Tools	£140.00 Per Hour
15. Should the client vary the scope of works in size or volume or quantity from that set out within the UKDD quotation, then a pro-rata cost does not apply. Our basis for additional works is to submit a quotation prior to commencement of the works. In the absence of a quote the basis for payment will be labour at our current scale of charges, with any plant and materials, non-inclusive and separately chargeable, as per our then prevailing plant & material price list issued.
16. UKDD prices are based upon free and unrestricted access to the work areas with our works activities being released / called off in economical and sequential sections and continuous from commencement.
17. UKDD has assumed availability of unrestricted use of any crane / hoist / lift facilities on site to transport our materials and equipment all of which will be without charge to UKDD. Where these facilities are not available or where site conditions dictate, assistance in positioning / removing our materials and equipment is to be provided by the client.
18. In the event of generator hire, the industry standard generator terms and conditions apply which will be issued at time of quotation. These terms require insurance cover to be held by the end user / client, which in the instance of hire from UK Diamond Drilling Limited would be the client.
19. UKDD's entire liability under the contract is limited to 10% of the value of the works except in respect of matters which cannot be capped at law.
20. It is the Client's responsibility to formally notify UKDD, prior to work commencing on site, of all and any areas where our personnel may potentially come into contact with asbestos, together with what actions the Client has put in place to ensure that our personnel are not exposed to asbestos fibres or related risks.
21. The Client has a further responsibility to ensure that all our plant and equipment that may have has been exposed to asbestos fibres whilst being installed / stored on site is fully cleaned, decontaminated and certified asbestos free by the client's asbestos specialist prior to return.
22. It is the responsibility of the main contractor to ensure that any equipment being connected to the temporary services system is fit for purpose and has been tested in accordance to BS7671 and other relevant standards prior to energisation.
23. UKDD provides the insurance cover in accordance with the attached certificate.
24. The client is to mark out all works prior to the arrival of UKDD on site and it is the client's responsibility to ensure no utilities are located behind or near to the materials being drilled, cut or broken (or in the proximity of the works being delivered). The client carries full and total liability in respect of utilities and other works in proximity to the works to be delivered by UKDD and any damage, loss or detriment thereto. The Client shall fully indemnify UKDD in respect of the same.