

## ROBSON PLANT SERVICES

### INDEPENDENT CONTRACTOR AGREEMENT – TERMS OF ENGAGEMENT

1. Relationship of the parties: This agreement creates an independent contractor – customer relationship. The contractor is not an agent or employee of the customer for any purpose. The customer is only interested in the work to be completed as in the direction of the work in the estimate. The contractor may hire in or subcontract the work to carry out all the necessary works to completion. In carrying out the work, the contractor shall use all reasonable skill, care and diligence, and agrees to perform this work in a professional and workman like manner according to standard practises. Use of suitable good quality materials and equipment and comply with any higher specification of materials or workmanship contained in the description of the works or as agreed with by the customer.
2. Liability: It is the customer's responsibility to check with the relevant local authorities for planning consent and environmental issues before work is to commence. It is the customer's responsibility to check with the all relevant local authorities and submit plans to the contractor for the location of any underground services, cabling and pipes on their property before work is to commence. Time spent repairing, collecting and supplying materials for the cables and pipes and other hidden objects etc due to unforeseen circumstances are chargeable to the customer.
3. Insurances: Any damage caused by the contractor and equipment to the customers property whilst on site is covered by the contractors public liability insurance. Once the work has been completed and agreed by the customer to their satisfaction and requirements under this agreement, the customer assumes all risk on their property for any work performed by other third party contractors or themselves and agrees to indemnify and hold the contractor harmless from any future claims or liability arising from other contractors work. Damage caused by the customer's employee's family or property to any of the contractors property, materials and equipment whilst on site, whether owned or hired is chargeable to the customer.
4. Ground conditions: The estimate given is assuming the weather and ground conditions to be good with a clear widow of weather to carry out the operation. Should the weather change causing the ground conditions to deteriorate thus proving it difficult to operate machinery and cause unnecessary damage to the site, then the work will have to be halted until the weather improves allowing us to return to site to continue. Otherwise other arrangements would have to be made for the extra time and equipment necessary to complete the work in the bad weather conditions which an additional charge will be made. We will accept no liability for the affects of inclement weather that may cause delays in the works.
5. During excavation, any unforeseen circumstances such as encountering bad ground and unsuitable soil conditions, or finding a seam of rock within the excavation will be charged for as an extra to remove and to remedy the problem.
6. It is essential that there is good access to the site. If this is not possible, then either we would have to transport the materials in another way or we would have to hire appropriate machinery to complete the work at which costs would be chargeable.
7. Robson Plant Services will not be liable for any damages to any roads or access tracks including wear and tear caused by machinery and the weight of Lorries used for the work.
8. Machinery which gets stuck due to unforeseen ground conditions on the customer's property will be charged to the customer to retrieve.
9. Punctures on all vehicles created from the ground conditions on the customer's site and time repairing is chargeable.
10. CPCs: We hold all licences and are registered by the Construction Plant Competence Scheme to operate all types of earthmoving equipment and hold relevant licences for chainsaws and other tools as required and operate to include all safety precautions as required by the HSE.
11. Should the customer change their mind about anything relating to the project which lengthens the work process or creates standing time until the re start of the work is agreed, or new materials are ordered and delivered, this waiting time is chargeable.
12. All additional work will be recorded and charged for by the hour and extra materials will be charged for at cost.
13. The estimated price is the minimum cost to carry out the project and the proposal of work is presented as an estimate because of any of the above circumstances may be encountered during the work.
14. We hold the right to modify the price of products even after the acceptance of the order if there are any mistakes / omissions / errors in the estimate or if there are any significant changes in the price of third party products and services.
15. Acceptance of the contractors agreement and orders for all materials will be based on the above terms and conditions and conditions of engagement. Both contractor and customer must agree any changes to these terms in writing. Should any disagreements arise with all parties and if a new agreement cannot be reached, we reserve the right to terminate the contract and charge the customer for the work completed up to the date of termination.
16. All work and goods remain property of Robson Plant Services until paid for in full on completing of the project.

Thank you for reading these terms and conditions.

If you have any queries please do not hesitate to contact me.