



ABBAY PYNFORD
BASEMENT ENGINEERING SPECIALISTS

OUR AIM IS TO BE YOUR PREFERRED SPECIALIST FOUNDATION CONTRACTOR



Our Ref: GA22936/Q1

Date: 1 February 2018

Mr Marcus Donn
50 Redington Road
London
NW3 7RS

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Dear Sir,

Re: GA22265 – 50 Redington Road, London. NW3 7RS

Offer Document for pre-construction and trial piling

Further to your recent discussions with Michael Alexander Consulting Engineers we are pleased to confirm the details of our proposal for the pre-construction works and installation of 3 no. bored piles at the above site.

We propose to implement to the well thought proposals of the Structural Engineer. However, given the considerations of the geography and confined site we propose an amended construction methodology/sequence of top down construction as the basis for our proposal that we believe is the ideal solution for the project. We would be pleased to discuss this further.

There are potential savings should spoil not be cleared from site at this stage so have shown the costs. Equally should the scope of pile design be reduced, this may also be beneficial from a cost perspective.

We have included for the following scope of works;

- Preconstruction work
- Trial piling works

1. We estimate the **Pre-construction work** elements as follows: -

• Outline Method Statement	808
• Stage construction drawing	2,870
• Design analysis of piled retaining wall - 2 wall sections/load cases only	3,900
• Bearing piles	985
• Temporary works (lateral propping check only)	1,632
Total £	10,125

2. We estimate the **Piling work** as follows: -



• Mobilisation/demobilisation to/from site	3,875
• Form temporary piling platform	575
• Setting out / guide wall	1,915
• Install 3 no 450mm nominal dia. nominal non-structural trial piles i.e. 11m deep for PPL by open bore rotary rig	7,384
< rig weight n.e. 2.5 tonne, min headroom required 3m, garage or rear garden location>	
Total £	13,749
<u>Additional Items if required</u>	
• Disposal of pile spoil and waste disposal off site	£ 3,973
• E/O to above for works by SFA injection** in lieu of open bore rotary	£ 3,895
• Support fluid	See variation rates
<**rig weight 5 – 7 tonne, min headroom required 3.5m, garage location only or lift in rig by crane by others>	

All above figures are quoted exclusive of VAT and net of all discounts. We do not accept deduction of retentions.

If we were to carry out the works inside the garage obviously the floor will then in addition it need diamond coring at 450mm dia. and the floor above plus door need removing so presume the rear garden plan would make most sense in terms of min prep works, cost and time.

The small 2.5t machine is ideal for this from an access point of view and in terms of speed. The potential issue is that if there are issues with bore stability, simple open bore rotary piling then can't cope. However, we could all take a measured view and consider some mitigation measures that could be introduced to deal with a problem if it occurs.

Please note that as we are installing a limited number of piles and not the full scheme, we shall not be able to provide a guarantee or similar for the works. If we are appointed to undertake the entire basement construction we would be able to incorporate these works into our package and provide a guarantee for the whole structure.

If there were additional works required to satisfy planner queries that would then be chargeable in addition.

We note that a site investigation has been completed by GEA and that laboratory testing of the soils has been completed for classification of the spoil. As such we have not allowed for any further testing of the soil and have allowed for the soil to be classified as inert, uncontaminated and non-hazardous for landfill purposes.

Please note we offer a design and construct service thus do not offer any responsibility for nor warranty (whether directly or implied) should the works be latterly constructed by other third parties



We have based our estimate on several value Engineering proposals, scope of works and allowances. Should these change due to design, the costs and time will vary accordingly.

Please find the details of this proposal summarised in the attached documentation.

We trust this offer proves of interest to you and meets with your requirements. Should you require any further information please contact me directly.

We would appreciate your quoting our reference on all future correspondence.

Yours faithfully
for Abbey Pynford Geo Structures Ltd

Paul Creswell
Group Technical Manager





PROPOSAL PARTICULARS

We understand the scope of the full proposed basement is to be generally as shown on the Michael Alexander drawings and that all design works for construction are to be completed by Others.

It is agreed that the piling will be completed generally as indicated upon the Michael Alexander drawings but that this package of works shall comprise of only comprising 3 no. piles.

Movement Monitoring:

We have made no allowance to undertake movement, vibration or noise monitoring.

We have allowed for any necessary noise abatement precautions to be undertaken by Others as part of the set up works.

If required, we have allowed for the noise monitoring to be established and measured by Others from the boundaries of the adjoining properties. With the measurement of the noise levels from these locations remote from our operating standard plant and tools, noisy work can be completed throughout the day from 08.00 to 17.00 despite the decibel levels immediately adjacent to these measuring in excess of 80 Dbls. Should it become necessary for the operation of our standard plant and tools (compressor, piling rig, excavator, concrete pump, conveyors, associated tools etc.) to be restricted, we shall be unable to complete the works at the cost and programme set out in this document and therefore the resultant changes in this regard shall constitute a variation to the contract.

We have allowed for all existing services to be diverted, cut off and protected by Other's prior to our commencement. We have allowed for all reinstatement/repairs including damage to below ground services and full depth of construction of damaged sections of the public highway, to be undertaken by Others as part of the later site works

Asbestos:

We require that all asbestos is removed from site by Others. In the event that any asbestos is encountered during the works; all works in the vicinity shall be immediately halted until the asbestos is cleared and a certificate of confirmation provided by Others stating such, is provided to us.

Any loss, costs, expenses or delays associated with this shall constitute an automatic variation to the contract which shall be recoverable in accordance with the 'Bill of Rates for Changes in Scope of Works' and shall be granted a commensurate extension of time associated with the delay.

General Notes:

We have allowed to undertake our works as described in this document.

Following completion of our works you will be provided with the working area for subsequent installation of finishes, works to services, landscaping works etc.

Our tender offer is made strictly excluding any requirements, recommendations or considerations subsequently put forward by any Party Wall Surveyor or Checking Engineer in relation to any neighbouring properties effected by the proposed subcontract works. Any additional works or advice required of us due to any of the foregoing matters will be considered as supplementary work for which we shall levy a charge based upon an hourly rate to be advised if required.

Commencement of our works upon site shall be strictly conditional upon the receipt by Abbey Pynford Geo Structures of approval of this offer document and advice that a bona fide Party Wall Agreement has been executed in full if required.



We note that CDM regulations apply. Our tender includes for providing and maintaining a site safety plan for undertaking the construction stage of the project including any design aspects that affect ourselves. We have included for the role of Principal Contractor for the duration of our works only. We have allowed for providing method statements and risk assessments in our own format for this project.

For the purpose of this offer we have allowed for this project to be defined as Non-Domestic and to undertake the works set out herein as the “Principal Contractor” also discharging the duties as “Designer” for our works only. We do not have the competencies required to discharge the duties of Principal Designer for all aspects of the project and have allowed for these duties to be discharged by others of your design team (e.g. either the Engineer or Architect), who are responsible for the planning, management and coordination of the project's pre-construction phase. If this is incorrect, you must formally appoint a Principal Designer in writing for the project and this should be done at the earliest opportunity. Please confirm appointees or notify us in writing once these appointments are made.

Should it be agreed that Abbey Pynford Geo Structures Ltd undertake the role of Principle Contractor, it will not be possible for any works other than those carried out by Abbey Pynford Geo Structures Ltd to be undertaken during the period of time that we are Principal Contractor. Should the situation arise where works are undertaken by Others; suspension or determination of the Contract may be necessary due to limitations of our own insurances.

Please note that all projects should have a Temporary Works Co-Ordinator appointed to oversee all temporary works upon the project. We shall perform the role of Temporary Works Supervisor for our works only. We do not have the competencies nor knowledge of the whole project to undertake the duties of the Temporary Works Coordinator and have allowed for these duties to be discharged by Others. You must therefore formally appoint a Temporary Works Coordinator in writing for the project and this should be done at the earliest opportunity.

We have allowed for the duties set out under the CDM Regulations to be discharged as follows

Client: Hamilton Grey Ltd;
Principal Designer: Osel Architecture
Principal Contractor: Abbey Pynford Geo Structures Ltd
Designer: Michael Alexander

Please note that some London Boroughs are in the process of reviewing new planning policies that may affect basement construction. We are currently unable to determine the impact that such policies have on our works and therefore we have made no allowance for any additional works required or costs associated with discharging any additional duties. Any such additional work or duties required as a result of the adoption of this policy shall be treated as a variation.

It is our intention that we describe our proposals in full in order to ensure that our service meets with your expectations. If there are any aspects of this offer that you are not absolutely clear about, then please contact us directly.

We have allowed for a single visit to site. The target durations for the elements would be;

- Up to 3 weeks for the pre-construction works
- Up to 1 weeks for the piling works

A contract duration of 5 weeks allowing continuity of all works. Any cessation between preconstruction and design works constitutes automatic extension to the contract period.



Please note that we are unable to extend credit to private clients for the works. We therefore require

- 50% of costs on agreement of contract
- 50% on issue of preconstruction deliverables
- 100% be received as cleared funds prior to our commencement of piling on site

It would purely be down to any costs incurred rather than any punitive measures. Up to say 48 hrs before mobilisation that would be pretty minimal we would imagine.

Confidentiality

All information provided by APGS pursuant to this agreement shall remain confidential and be used solely for the purposes of obtain planning consent. Information shall not be retransmitted in any format for any other purpose including obtaining quotes from competitors. All copyright, patent and other rights are retained by APGS.



SUMMARY FOR SITE CONDITIONS ALLOWED FOR

- | | | |
|----------------------|---|---|
| Existing driveway | - | Suitable for piling and opening up undertaken at pile location. |
| Void below driveway | - | None. |
| Existing foundations | - | N/A |
| Wall construction | - | N/A |
| Services | - | Will be removed or made safe and moved out of the area of our operations before we attend site by others. |
| Non-structural walls | - | N/A |
| Drainage | - | All existing drainage impeding upon the works to be removed and / or temporary diverted. |
| Removals | - | Removal all fixtures, fittings, white goods, central heating system, all under floor and surface run services, telephone and alarm systems which may impact on the works. |
| Protection | - | Adequate protection to driveways (from concrete lorries, loaded grab lorries etc.) storage areas, access routes, working areas and existing structures and fences. The maintenance of such protection. |
| Working areas | - | Full uninterrupted use of the drive areas at all times for our plant, materials and for stockpiling arising's from our works. Formation of a compound on the driveway immediately adjacent to our working area for the storage of our plant, materials and a skip to stockpile spoil arising from the works.

- The road outside the property and driveway construction being suitable for normal loaded construction traffic |
| Lighting | - | Existing lighting is fully working at all times. |

Following completion of works:

The replacement, reinstatement and re-installation of all items listed above by others.

Any structural repairs as are necessary to bring the structure and/or adjacent structures up to the standard required.

Any decoration works as are required.

This offer is based on the above being provided at no cost to ourselves and being in place as stated. In the event that this is not the case, and we require to change our method of working, incur additional costs or are delayed, then these costs will constitute a variation to the contract and will be reimbursed by our client in accordance with the attached rates.



GROUND CONDITIONS

Ground conditions allowed	- Dry, stable, Made Ground to a depth of not exceeding 1m below ground (piling platform) level overlaying stable Firm becoming Stiff Clay to the full depth of our works.
Groundwater conditions allowed	- None
Further site investigation recommended	- None at this stage of the project.
Surface conditions allowed	- Dry, firm and stable.
Obstructions allowed.	- None – Either artificial or natural.
Reasons for allowances	- According to GEA J12145 dated May 2014.

Should localised granular material and /or water be encountered the bore shall remain stable and remain open.

A borehole log is representative of the soil conditions at the location of the borehole only and given the variations within the investigation and with our expert knowledge that ground conditions can change markedly over short distances we have specifically based this offer on encountering ground conditions as described in this specification.

Our reasons for this are indicated in the table above. We will require to be reimbursed for any additional costs in accordance with the attached price schedule if any variance from the ground conditions stated in this specification gives rise to variations in design, production, materials used or piling / ground treatment approach.

We do not accept any risk for encountering artificial conditions such as obstructions or below ground constructions, contaminants etc. Encountering natural obstructions is also excluded unless specifically included in this offer.



GENERAL PILING SUMMARY - BORED AND/OR CFA

Site Investigation:

A borehole log is representative of the soil conditions at the location of the borehole only and given the variations within the investigation and with our expert knowledge that ground conditions can change markedly over short distances we have specifically based this offer on encountering ground conditions as described in this specification. Our reasons for this are indicated in the table above. We will require to be reimbursed for any additional costs in accordance with the enclosed Bill of Rates for Changes in Scope of Works if any variance from the ground conditions stated in this specification gives rise to variations in design, production, materials used or piling / ground treatment approach. We do not accept any risk for encountering artificial conditions such as obstructions or below ground constructions, contaminants etc. Encountering natural obstructions is also excluded unless specifically included in this offer.

Levels:

This offer is based on carrying out the works from the levels as set out in this document. We have not allowed for any cut and fill works or site preparation unless stated otherwise.

We would not be responsible for any costs, which may be incurred, should there be a change in the ground level due to our works.

Overbreak:

We have allowed for an average overbreak of concrete/grout over and above the theoretical volume stated in the technical specification. Variations in overbreak are an indication of ground conditions at variance to those allowed and we reserve the right to charge an Extra Over for additional overbreak at variation rates. It should be noted that overbreak compensates for softer or looser ground and restores pile capacity. We will advise of any additional overbreak and provide pile instrumentation records to confirm concrete volumes on individual piles.

Cement:

Our price is based on the use of a cement replacement, either PFA or Blast Furnace Slag, as recommended by current British and European Standards. These replacement materials will satisfy the ground conditions up to and including the level of Sulphates referred to in the specification.

Probing:

As a specialist it is incumbent on us to recommend you consider probing at all column/pile positions to minimise the risk of delays and increased costs due to encountering obstructions.

Measurements:

In the event of variations, pile lengths to be measured from toe of pile to head of pile or existing ground/piling platform level, whichever is the higher rounded up to the nearest 0.5m. No credit for reduced length to be given.

Testing:

Testing requirements vary with different area authorities and supervising bodies and can be further influenced by individuals within these organisations. While we have our own minimum requirements we will require reimbursement for any additional testing.



DETAILED SUMMARY FOR OPEN AUGUR BORED PILES

Pile Diameter (nominal)	- 450mm
Maximum pile length	- 10m from piling platform level
Pile Tolerance	- ICE SPERW (without guide wall)
Safety Factor	- N/A
Maximum Vertical Working Load	- N/A
Maximum Horizontal Load	- N/A
Ground Heave allowance	- None
Negative Skin Friction Allowance	- None
Reinforcement	- None. Piles are non-structural
Grout	- 0.7N/mm ² @ 28 days site batched grout
Casing allowed	- None
Slip liner allowed	- None
Load Testing	- None allowed
Integrity Testing	- None allowed
Ground Conditions allowed	- As stated above
Ground Water Conditions allowed	- As stated above
Rig Weight	- 2.2 t
Bearing Pressure	- To be advised

No allowance has been made for any subsequent trimming of piles that may be necessary due to the pile bore being out of tolerance, deflected due to obstruction or encountering soft ground. In addition, no allowance has been made for the condition of the installed piles or influence on subsequent piling works carried out by others such as strength, consistency, abrasion or other characteristic adversely effecting such piling works. APGS Ltd shall be indemnified by the client against any additional works or costs arising for any reason.



SCHEDULE OF ATTENDANCES AND FACILITIES TO BE PROVIDED BY THE CLIENT TO A FOUNDATION, PILING, DIAPHRAGM WALLING OR BASEMENT SPECIALIST

For the purposes of this document the following definitions shall apply:

Specialist	-	Basement/Piling Specialist.
Client	-	Person directly employing the Specialist.
Specialist Works	-	Any operation or installation undertaken by the Specialist.
Working Surfaces	-	Any platform, ramp, lay-down, storage area or the like required to be used by the Specialist.

The following attendances and facilities shall be provided and maintained at all times (including additional working hours if necessary) for the duration of and in relation to the Specialist Works, free of charge to the Specialist and in a manner so as not to disrupt or restrict the regular progress of the Specialist Works.

1. **Notices and Approvals.** Giving all notices and obtaining all necessary approvals, licenses and sanctions, including but not limited to any method statement and/or design submission approvals, planning consents, party wall agreements, way leaves, easements, possessions, rights of way or access and the like from third parties.
2. **Rates and Fees.** Payment of any rates or fees which may become payable.
3. **Design Information.** Provide the Specialist with complete and final construction issue drawing(s), specification(s), pile/panel load schedule(s) in AutoCAD and electronic spreadsheet format, and other relevant information required to undertake the Specialist Works. Any variation to these documents to be notified to the agreed contact in hard copy format.
4. **Permit to Dig.** Issue to the Specialist's authorised representative a **Permit to Dig** to be signed by authorised client representative and returned to our office prior to works being undertaken.
5. **Obstructions.** Prior removal of overhead, surface or underground obstructions which may impede the Specialist Works and backfilling of excavations and voids with a suitable material which will not obstruct or be deleterious to the works but which will ensure the stability of the Specialist Works.
6. **Access.** Full, free, controlled and uninterrupted access onto the site(s) including weekends from hard road to Working Surfaces maintained and repaired as required.
7. **Water Supply.** Within the working, storage and preparatory operation areas, potable 25mm water supply at 4 bar mains pressure take-off points sufficient for the operations, including concrete/grout mixing and cleaning of plant.
8. **Electricity supply as advised.** Within the working, storage and preparatory operations areas, sufficient power take-off points and power.
9. **Checking.** Checking positions and levels during the progress and on completion of the Specialist Works (where practicable) including the prompt countersignature of the Specialist's record sheets by an authorized representative of the Client before the Specialist's plant and/or crew has left site.
10. **Storage and stockpile areas.** Suitable storage areas to be able to accommodate delivery of materials to complete the works at all times. Storage areas to be adjacent to working areas. The location, condition and size of Stockpile areas to meet our requirements
11. **Drainage and Services.** Divert and protect all services in the vicinity of the working area.
12. **Access and working times.** Our Offer is based upon working up to 10 hours per day Monday to Friday inclusive with the facility to work during weekends if we require at no additional cost to ourselves. We also require 24 hour access for repairs and maintenance of our plant. Exact working hours shall be agreed at the pre contract meeting.
13. **Insurance.** The provision of any non-negligent insurance cover that may be required for the works detailed in this Offer document.
14. **Protection.** Protection of the works where taken over by other trades or contractors or where the Specialist has left site, whichever occurs first. Protection of all access and egress routes and as detailed further in this offer.



BILL OF RATES FOR CHANGES IN SCOPE OF WORKS – E & OE

Standing/Daywork Time for Underpinning/Reinforced Concrete Crew.		
Foreman		£66.00/hr
Steelfixer		£35.00/hr
Underpinning/excavating Operative		£29.00/hr
Labourer		£24.00/hr
Chippy/Formwork		£36.00/hr
(excluding parking and congestion charges which will be added at cost plus 25%)		
Specialist SubContractors will be charged at cost plus 35%.		

Standing Time for our Standard Piling Equipment and 3 man Crew	Rotary 2.5t/Kitten	£245.00/hr*
	Klemm 702	£295.00/hr*

*Obstruction time will be charged at standing time rate +20%

Mobilisation of 2nd Rig to Site	Super Kitten	£ 2,950.00
	Klemm 702	£ 4,550.00
	Soilmec SM4	£ 4,950.00

Should additional design work be required above that allowed in our original tender on variation work either carried out prior to commencement on site or on variations occurring during the course of the work this will be charged at a design rate of £99.00 per hour.

Additional works associated with services checks to enable permit to dig to be signed £300/ drawing

Extra over rate for boring of piles
 350mm n.e 11m deep £ 75/m
 450mm n.e 11m deep £ 115/m

Extra over rate for additional grout £600/m3

E/O rate for installing piles using hollow stem auger grout injected equipment £90/m

Mobilisation of equipment £1,050/visit

Extra over rate for coring through obstructions using tungsten carbide coring crowns. Rigs to be charged at obstruction time rate.

Coring crowns to be charged at:	
244mm diameter	£360.00/each
344mm diameter	£405.00/each
508mm diameter	£605.00/each

Rate for a static load test on a working pile. Price to be advised if necessary.

Rate for a dynamic load test on a working pile. Price to be advised if necessary.

Rate for integrity testing piles.

Mobilisation of equipment	£250/visit
Rate per pile (minimum charge of 24 piles)	£8 each

Use of Abbey Pynford Geo Structures Patented "Rig Anchor"	£145/day
Mobilisation of equipment	£300/visit

The use of Ready Mixed Concrete: We propose the use of "Designated" ready mixed concrete where identified on this project, purchased from third party quality assured suppliers. As indicated in BS 8500 pt 1 2006 clause 4.2.1 note 2, this negates the requirement for cube (identity) testing. To confirm supply we will



provide mix designs and associated delivery tickets for record purposes to satisfy quality control needs. We propose to agenda this at the pre-contract meeting stage for approval. All other mixes will be identity tested and charged accordingly.

Variation rates: for compiling costs for additional materials and plant not covered above.

Subject to any applicable minimum hire period, if the item of plant is not on site

Material cost + 50%

Delivery/Collection/fuel and consumable cost + 50%

Health and Safety items – cost plus 50%

Plant: CECA Schedules of Dayworks Carried Out Incidental to Contract Work, 2011 ; plus 35% addition

Specialist Plant not covered by CECA – Invoice cost plus 50%

If there is a requirement due to the extent and/or nature of the variations, to involve a Director in whatever capacity in relation to this project then we shall require reimbursement of their time spent at the rate of £189/hr.



ABBEY PYNFORD GEO STRUCTURES GENERAL CONDITIONS OF CONTRACT

DEFINITIONS:

In these conditions 'The Company' shall mean Abbey Pynford Geo Structures Ltd.

'The Employer' shall mean such body, person, persons or company to whom The Company's Offer is submitted, or as appropriate, such body, person, persons or company who enters into a Contract or subcontract for The Works with The Company, whether or not such body, person, persons or company is or is not a Main Contractor under Contract to others for works of which The Works to be carried out under The Company's Offer form part.

'The Works' shall mean The Works described throughout the body of The Company's Offer and any referenced documents including drawings.

'Offer' shall mean The Company's proposal to undertake The Works.

BASIS OF OFFER

- 1) It is understood and agreed by The Employer that information provided by The Company to The Employer may contain information that is and must be kept confidential. To ensure the protection of such information, and to preserve confidentiality it is agreed that:
 - (a) The Confidential Information can be described as and includes Invention description(s), technical and business information and ideas relating to the scheme the subject of which this Offer has been prepared, proprietary ideas and inventions, patentable ideas, trade secrets, drawings and/or illustrations, reports, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
 - (b) The Employer agrees:
 - i. Not to use Confidential Information unless it accepts the Offer and only then to the extent it is necessary to use goods and services supplied by The Company pursuant to The Employer's acceptance of the Offer.
 - ii. Not to disclose the Confidential Information obtained from The Company to anyone unless required to do so by law without the prior written consent of The Company.

Without prejudice to any other rights or remedies which The Company may have, The Employer acknowledges and agrees that in the event of breach of this clause 1) The Company, without proof of special damage, is entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which it may be entitled.

- 2) This Offer is submitted on the following basis and is open for acceptance for a period of 30 days from the date hereof and is subject to the work commencing within 60 days of our acceptance of your order. The Company expressly draws attention to the following:
 - (a) Unless otherwise agreed in writing signed by a director on behalf of The Company, The Company does business only upon the preceding and following conditions.
 - (b) If The Employer objects in any respects to these conditions then he shall prior to acceptance of the Offer give notice of such objection to The Company in writing specifying what modifications he may wish to be incorporated. Unless following such notification The Company shall prior to acceptance of the Offer have agreed in writing with The Employer to any such modifications, the acceptance of the Offer shall be deemed to be an unqualified acceptance of these conditions and such acceptance shall accordingly be read as if all reference (if any) to conditions of Contract other than these conditions had been deleted from such acceptance.
 - (c) This Offer is subject to agreement of satisfactory payment terms and an acceptable credit reference.
 - (d) A credit facility shall not be Offered to 'Private Individuals' i.e. not a limited company and The Company shall require agreement of a prepayment schedule for The Works at the time of Order Acceptance so that works are paid for in advance of them being undertaken unless otherwise specifically agreed in writing.
- 3) The Company will not commence mobilisation of plant or work on site until The Company receives written acceptance of this Offer and the parties are in Contract.
- 4) These conditions shall form the sole conditions of Contract between the parties and any technical descriptive or other matter of whatever kind contained in any literature, brochure or advertisement published by or on behalf of The Company shall not be deemed to be nor shall it constitute any representation or warranty in respect of the goods or services or any part thereof. In the event of The Company being required to enter into any standard form of Contract or Subcontract and there being any conflict between the terms thereof and these conditions these conditions shall take precedence.
- 5) Should there be a requirement to enter into any form of Collateral warranty or ASUC guarantee then the wording of such a document is to be agreed prior to The Company's acceptance of any order and The Company reserve the right to add to our Offer sum any reasonable costs arising from executing such a document. It is expressly agreed that the provision of such shall not be a condition precedent to payment.
- 6) Receipt of a cheque for design shall not be deemed to be an instruction to place The Company in Contract to undertake The Works, but shall be solely for design work only. In this respect, The Company's responsibility shall be limited in accordance with these General Conditions of Contract. The Company shall not have any responsibility or liability for any such design unless the subject of such design has been installed by The Company.
- 7) The Company shall be entitled to carry out The Works unhindered. In the event that The Company is delayed and/or disrupted in carrying out their works, The Company shall be entitled to reimbursement for such at the standing time rates contained within their Offer and/or for loss and expense incurred together with being granted an extension of time commensurate with the period of any such delay and/or disruption.
- 8) Unless expressly specified elsewhere within The Company's Offer Document, The Company has allowed to work for 37.5hrs per week between the hours of 8:00am and 5:30pm Monday to Friday excluding bank holidays and with the option of working Saturdays. No allowance has been made for working more than 37.5hrs per week, for working outside of the stated timeframe or to work under any restriction imposed thereupon. Any Saturday working shall be at no additional cost to The Company and all supervision and attendances are deemed to have been allowed for by The Employer.
- 9) Once The Company has an agreed commencement date in writing and that date is subsequently delayed and The Company is given less than 7 workings notice of that delay, The Company reserve the right to claim for the downtime of any resource at the standing time rates set out in this Offer for 8 hrs/day for up to 5 days, together with any other associated abortive costs.
- 10) The Company shall be furnished with a copy of any asbestos survey for the site no later than 7 days before the agreed commencement date. Failure to provide this to The Company may result in the commencement date being delayed and any costs incurred howsoever arising shall be fully recoverable from The Employer. For the sake of clarity The Company shall not mobilise to site until they are in receipt of such and if the commencement date has been delayed as a result of the failure to provide such within the specified timeframe then mobilisation to site shall also be subject to the availability of labour and plant.



- 11) Prior to signed Party Wall Awards (if applicable) being available The Company may at their discretion enter into Contract with The Employer under the express agreement that such third party agreements shall not form part of the Contract for The Works. Such when executed shall be instructed by The Employer to The Company as a variation to the Contract and shall entitle The Company to recover any additional costs, loss and expense as a result of complying with such variation and a commensurate extension of time with any delays and/or disruption incurred. The Company however shall not commence any works on site until the signed Party Wall Agreements are in place and such variation to the Contract has been instructed to The Company. Any delays to the agreed commencement date as a result of The Employers failure to get such in place and provide The Company with an instruction shall result in the commencement date for the works being pushed back and The Company being granted a commensurate extension of time associated with such delay.
- 12) This Offer is based on the provision by others of the facilities and attendances as contained within the Schedule of Attendances and Facilities to be provided to Abbey Pynford Geo Structures, which are stated in this Offer together with any additional requirements agreed at the pre-Contract meeting. The Company reserves the right to claim for any standing time or non-productive work if any of the facilities or services are not fully provided together with being granted an appropriate extension of time.
- 13) The Company shall be entitled to place reliance upon the information that has been provided to them. Should any such information change/differ or additional information be received after this Offer has been submitted then, prior to entering into Contract The Company shall reserve the right to revisit and revise their price to take such changed/different and/or additional information into account. If The Company is already in Contract then such additional, changed and/or different information shall constitute a Variation for which The Company shall be entitled to recover any additional costs and time incurred as a direct result of the changed/different and/or additional information.
- 14) It shall be the Principal Designers responsibility to co-ordinate multidisciplinary drawings. The Company shall only use the Structural Engineers drawings to form their Offer and to undertake The Works on site. All other drawings received shall not be considered and shall not form part of any Contract between The Company and The Employer.
- 15) It is a condition of this Offer that the ground conditions The Company has allowed in preparing this Offer are correct and representative of the whole site. In the event that conditions are found to be different from those set out in the above mentioned documentation within this Offer The Company reserves the right to make any such additional charge or charges as may be reasonable in all the circumstances and shall be entitled to an extension of time commensurate with any delay as a result.

In particular and without derogation from the generality of the above, The Company accept no responsibility for:

- (a) any cause outside The Company's immediate and direct control such as reactions due to undermining, movement of filling, artesian water or underground streams, acids or other destructive matter;
 - (b) any fault in the junction between the superstructure and the pile unless such junction has been carried out under The Company's control and by their employees;
 - (c) piles or The Works being obstructed or piles being diverted from their positions by obstructions under the ground, including existing foundations, timber, metal, boulders, including those found in boulder clay, cobbles, claystone, flints, etc. or affected by ground movement or uplift. The Company reserves the right to be paid for any additional and/or abortive work or standing time caused by such obstructions and shall be granted an appropriate extension of time. Should it be necessary to alter the method of working and/or change/alter the design of The Works as set out in the Offer to suit conditions as are actually found during the investigation and execution of The Works, the same shall constitute a variation and The Company shall be entitled to such additional payment as is appropriate therefore and an extension of time. Written notice of any change in the method of piling shall be given by The Company in writing to The Employer as soon as it is practicable so to do, details and prices of which, including the costs of standing, shall be agreed in writing together with an appropriate extension to the agreed Contract programme (if any) before work re-commences. If in the event that such revised proposals, prices and time extension cannot be agreed or in The Company's opinion The Company cannot progress the work, the Contract may be terminated by either party upon 7 days written notice. If the Contract is terminated under this clause, each party's rights against the other existing immediately before termination shall survive termination. The Company shall be responsible for making the site safe at The Company's day work rates as specified within their Offer.
- 16) It is difficult to predict the volumetric ground change, which can lead to ground heave or settlement, which in turn may lead to the need to import, place and compact material, or remove and re-compact. Unless otherwise stated in this Offer, all consequences of any volumetric change will be charged as an additional cost or provided by The Employer.
 - 17) Unless expressly stated otherwise in this Offer, no allowance has been made for using any specialist demolition techniques such as cutting, drilling, sawing or bursting etc. Should the employment of such be required then such shall constitute as a variation for which The Company shall be reimbursed all reasonable costs incurred together with the granting of an extension of time commensurate with the time taken to undertake such operations which shall constitute as a variation under the Contract.
 - 18) Any scope of works short of providing total support to all elements of a structure could result in differential movement and damage to the structure. We recommend total support to all elements of a structure and if a partial scheme is required then we shall have no responsibility for any resulting damage.
 - 19) A 'variation' shall mean the alteration, modification of the design, quality or quantity of The Works including any addition, omission or substitution of any work, alteration of the kind, or standard of materials or goods to be used in The Works, removal from site any work executed or materials other than those which are not in accordance with the Contract. A variation shall also mean any imposition or restriction effected by The Employer in regards to access to the site or use of specific parts thereof, limitations on working space, limitations on working hours, restrictions in relation to the execution or completion of The Works including the carrying out of such in a specific order.
 - 20) In the event that variation works are required The Company shall seek a written instruction wherever practical from The Employer, confirm any verbal instruction of The Employer or notify The Employer of any variations and detail the cost of and time for undertaking such wherever reasonably practical. Unless the confirmation of instruction and/or costs of such variations are dissented to in writing by The Employer within 5 working days of submission by The Company then such shall be deemed to be accepted by The Employer.
 - 21) Under the Contract The Employer shall be entitled to issue reasonable instructions, such could include the acceleration of The Works. Any instruction to accelerate The Works shall be subject to the resources and plant being available and provided that such is practical (given site logistics etc.). Any inability of The Company to comply which such instruction shall not constitute as breach of Contract and The Employer shall not be entitled to employ Labour on their behalf in order to comply with any such instruction. In all instances The Company shall notify The Employer within 5 working days of having received an instruction to accelerate as to whether they are able to comply.
 - 22) Noise & vibration will be kept to a reasonable level compatible with normal operations using The Company's standard equipment. This includes the use of Compressor tools and excavators to break and remove obstructions where the breaking out and removal of obstruction is expressly included in this Offer. Should The Works be



held up, delayed, terminated completely or alternative/additional plant and/or the employment of specialist be required then The Company shall be reimbursed for all reasonable costs incurred and shall constitute a variation under the Contract.

- 23) Due to the nature of The Company's Works, The Company, to the fullest extent permitted by law, shall have no responsibility or liability for any encroachment on any adjacent properties arising from or out of The Company's Works. The Employer shall indemnify The Company against any claims, losses, damages, and expenses howsoever arising whether under Contract or under Common Law in connection with any such encroachment.
- 24) Unless expressly provided for elsewhere in our Offer, no allowance has been made for any protection, preparation and reinstatement, superstructure repair, redecoration, drainage or any other works. Whilst every care will be made, The Company shall not be held liable for anything unavoidably damaged during the course of its works unless The Company has expressly stated within this Offer that The Company has provided to protect it.
- 25) Unless expressly stated otherwise, The Company's prices are subject to the addition of VAT exclusive of any discounts and make no allowance for retentions, liquidated damages, other conditions of Contract, payment for any building regulation plan or inspection fees or any other statutory charges, party wall notices or other notices. Unless expressly stated otherwise, prices given are strictly Lump Sum and are not subject to re-measurement but are subject to variations. All stated Provisional Sums are subject to re-measurement in accordance with the Bill of Rates for Changes in Scope of Works. Should liquidated damages ultimately be accepted by virtue of further Contract negotiations, then the maximum acceptable delay costs (including but not limited to damages, prelims etc.) shall not exceed 10% of the value of The Company's work under any Contract arising from this Offer. For the avoidance of doubt unless liquidated damages are explicitly discussed and agreed The Employer shall not be entitled to deduct any delay costs howsoever arising from The Company.
- 26) Should any of The Company's applications/invoices be subject to query, such objections or queries must be notified to The Company in writing within 5 working days of the issue date of the application/invoice in question. Otherwise, The Employer will be deemed to have approved The Works covered by that invoice/application and shall not then be entitled to withhold or refuse to authorise payment of the invoice/application in question and the amount due under that invoice/application shall become a debt payable to The Company.
- 27) Unless otherwise expressly stated within The Company's Offer:
 - (b) The Company will submit an invoice/application for payment. Such invoices/applications for payment will be submitted on a fortnightly basis by The Company and will include the value of work executed and/or delivered to site ("the Due Date").
 - (c) The Employer shall make payment of The Company's invoices/applications within 14 days of the Due Date of the invoice/application ("the Final Date for Payment").
 - (c) Not later than 5 days after the Due Date The Employer shall give written notice to The Company which shall in respect of the amount due, specify the amount of the payment to be made, to what the amount of the payment relates and the basis upon which the amount has been calculated. In the event that no such notice is given by The Employer the amount applied for by The Company shall be paid by the Final Date for Payment.
 - (d) Not later than 7 days before the Final Date for Payment of the amount due The Employer may give written notice to The Company which shall specify any amount proposed to be withheld and/or deducted from the amount due, the ground or grounds for such withholding and/or deduction and the amount of withholding and/or deduction attributable to each ground. Such withholding and/or deduction shall be limited directly to matters arising under this particular Contract.
 - (e) In default of payment on the Final Date for payment The Company may suspend works until payment is made by giving not less than 2 working days' notice of such suspension. Without prejudice to any other rights charge simple interest at the rate of 8% over the Bank of England base lending rate for the time being on all amounts due to The Company.
- 28) Where any opening up for inspection, testing and reinstatement is instructed and the work, the subject of such instruction, is found to be in accordance with the Contract, then any works carried out in respect thereof shall be measured in accordance with this Offer and shall be added to the Contract sum together with the granting of an appropriate extension of time for completion of The Works.
- 29) In so far as The Company has undertaken any works of design, The Company shall have a like liability in respect of defects in such design as a normal competent professional designer would have when providing a service for design only.
- 30) Unless otherwise explicitly stated elsewhere within our Offer, no allowance has been made to undertake any BIM work. Should such be required then it shall constitute a variation under the Contract and shall be valued in accordance with the design rate contained within the Bill of Rates for Changes in Scope of Works. Any delay to works on site caused as a result of BIM requirements shall entitle The Company to be granted a commensurate extension of time.
- 31) The Company will exercise the reasonable skill and care to be expected of a qualified and experienced sub-Contractor that is experienced in undertaking works similar in scope and character to The Works and notwithstanding any other provision to the contrary contained within the Contract The Company shall have no liability for ensuring that The Works undertaken by The Company are fit for purpose.
- 32) Where The Company has been appointed or have assumed the role (in domestic project circumstances in the absence of appointment of Others by The Employer) as Principal Contractor under the CDM Regulations, where The Employer appoints and instructs another Contractor to commence works on site whilst The Company are there The Company shall forthwith upon the other Contractors mobilisation cease all works on site, make safe and demobilise from site. Upon cessation of works all duties surrounding the role of Principal Contractor shall be transferred immediately back to The Employer. The breach of the explicit requirement that no other works are undertaken on site whilst The Company are there and fulfilling this role shall be fundamental and The Company shall reserve the right to either suspend or to forthwith determine the Contract. Any costs, loss, damage etc. , including but not limited to the loss of overhead and profit on the remainder of The Works to be undertaken, howsoever arising as a result of such breach, shall be fully recoverable from The Employer as a variation to the Contract. Upon determination of the Contract under this clause The Company shall submit to The Employer a final account for works completed to date including all monies associated with the determination and this shall become immediately payable.
- 33) Whenever The Company are Principal Contractor the F10 must be cancelled upon completion of The Company's Works and reissued to the new Principal Contractor should any other party assume control of the site. In the event that the F10 is raised by Others prior to us becoming Principal Contractor then The Employer shall provide The Company with access code in order for The Company to manage the above themselves.
- 34) In accordance with item 4 of The Company's 'Schedule of Attendances and Facilities to be provided by the Client', The Employer and/or the Principal Contractor (if such is not The Company) shall, prior to The Company commencing any ground breaking operations (including but not limited to all forms of piling, traditional underpinning etc.):
 - (a) Carry out and confirm that they have carried out searches for, and where identified as present mark out on site the location of all and any underground utility services and/or any other underground services (collectively referred to as "the services") bringing the services to the attention of The Company and provide The Company with a drawing which accurately plots their locations.
 - (b) Sign, date and issue the Abbey Pynford Permit to Dig (PTD) form (template is available upon request), to The Company's Contracts Manager and/or Key Man on site.



- (c) The PTD must be kept on site at all times and be in The Company's Key Man's possession. A copy of the PTD must also be issued by The Employer and/or Principal Contractor, electronically to The Company's Contracts Manager for inclusion in the Contract File.
- (d) The Company will not commence any ground breaking operations until the PTD has been signed, dated and issued as detailed above. The Company shall not be liable for any costs, losses, damages and/or expenses incurred by or due to The Employer and/or the Principal Contractor's delay in carrying out the searches for the services and/or signing, dating and issuing the PTD to The Company.
- (e) Once the PTD has been signed and issued, The Employer and/or The Principal Contractor agrees to hold The Company harmless from and where required provide The Company with an indemnity in respect of any liability and/or responsibility for:
 - i. any damage howsoever caused or occurring to services belonging to (a) a utility company and/or (b) any neighbour/other person or party of the owner of the land through which the services run and/or are situated and/or (b) the owner of the land through which the services run and/or are situated.
 - ii. any nuisance and or interference with any rights including but not limited to easement rights of way and/or access resulting from any damage caused or occurring to the services as set out.
 - iii. any consequential losses and damages howsoever arising whether or not such losses and damages are purely economic and/or financial in nature resulting from any damage caused or occurring to the services as set out above.
- (f) Where The Employer and/or Principal Contractor fails in their obligations, such may result in The Company undertaking the obligations stated in (a) above and such shall constitute as a variation to the Contract. Where The Company has procured service drawings and/or undertaken CAT scans in order to ascertain the location of services, The Company shall not have any liability in respect to the accuracy of such drawings and in the event that a service is struck and/or damaged which wasn't indicated on the drawing or the service was not where it was indicated, then such shall be the responsibility of The Employer. The Company shall also not be responsible for the failure of a CAT Scan to locate a service which is subsequently struck and/or damaged.

- 35) The Company has made no allowance for procuring non-negligence cover, this shall be the sole responsibility of The Employer to procure if it is required.
- 36) The Company shall have no responsibility or liability in respect of any matter associated with overall ground stability either in the temporary or permanent condition and the responsibility of The Company in respect of any design shall be limited to the design of the Sub Contract works themselves and shall expressly exclude any assessment in respect of potential ground movement outside the Sub Contract working area or for works that The Company are not undertaking themselves together with any effect this may have upon any adjacent structure. The Employer should commission a specialist report from a suitably qualified structural soils company in this respect to confirm that ground stability will not be adversely affected.
- 37) Notwithstanding any other provision of this Contract and to the fullest extent permitted by law, the maximum aggregate liability of Abbey Pynford Geo Structures arising under or in connection with this Contract shall not howsoever arising exceed the value of this Contract.
- 38) If errors, omissions or defects are found in our work, The Company shall have the right to be given the opportunity to inspect and correct these as appropriate without any contra-charges or set off being made to The Company's account. The Employer shall not be entitled to deduct or set off any monies against payments due to The Company without The Company's prior agreement in writing.

There are the following conditions precedent to The Company's being under any liability under this Contract;

- (i) That The Company are given written notification of any allegation of breach made against The Company, within 14 days of the same becoming apparent.
- (ii) The Company is given the opportunity to rectify any defective work or design undertaken by The Company.
- (iii) The Employer consults with The Company over any proposals to rectify any defective work or design undertaken by The Company.
- (iv) The Employer has used its best endeavours to mitigate any delays or costs.

In the event of The Employer failing to comply with the provisions of this Clause The Company shall be under no liability.

- 39) Should circumstances require progress of the work without formal building regulation approval or under building notice, or party wall notices or any other notices or permissions, then The Company shall not have any responsibility or liability for any consequential work or costs resulting from any rejection of The Company's proposals.
- 40) The Employer is (in so far that they are responsible under the CDM Regulations) responsible for ensuring that the site at all times conforms with all Health and Safety Legislation along with the HSE's Approved Codes of Practice (ACoPs). In the event that the site is found not to comply with such by a Health and Safety Professional, The Company shall give notice to The Employer of the same. If The Employer has not implemented corrective action after 1 working day, The Company reserves the right to suspend works immediately such shall constitute as a variation to the Contract and shall entitle The Company to recover all loss, costs and expenses incurred, in accordance with The Company's 'Bill of Rates For Changes in Scope of Works' including but not limited to any standing time until the corrective actions have been undertaken. In addition to the recovery of additional monies, The Company shall also be entitled to an extension of time commensurate with any delay experienced as a result of the failure of The Employer to ensure that all their Health and Safety duties are discharged.
- 41) The Employer shall be entitled to terminate the Contract if before practical completion of The Works The Company:
- i. Without reasonable cause wholly suspends carrying out The Works;
 - ii. Refuses or neglects to comply with an instruction to remove work, materials or goods not in accordance with the Contract which materially affect The Works;
 - iii. The Company becomes insolvent (as defined in the Insolvency Act 1986),

After giving The Company 14 days' notice specifying the grounds on which they wish to terminate.

If after the expiry of 14 days The Company continues the specified defaults then The Employer shall be entitled to terminate the Contract following a further 7 days' notice.

The Company shall be entitled to terminate the contact immediately after 7 days' notice if The Employer:

- iv. Does not pay sums due by the final date for payment;
- v. Interferes with or obstructs The Works on site or access thereto or fails to discharge in particular their Health and Safety obligations;
- vi. The Works are wholly or substantially suspended for a continuous period of longer than 3 months;
- vii. The Employer becomes insolvent (as defined in the Insolvency Act 1986),
- viii. Where The Company are Principle Contractor and The Employer instructs another Contractor who commences works on site whilst The Company are undertaking their works,
- ix. The risk profile due to the omission of works alters or as a result of a variation,

Termination by either party if before practical completion of The Works after 7 days' notice (except for vii):

- x. Force Majeure
- xi. Loss or Damage to The Works by any specified peril (as listed under JCT);
- xii. Civil Commotion or the use or threat of terrorism and/or the activities of the relevant authorities in dealing which such event or threat;
- xiii. The exercise of the UK Government of any statutory power which directly affects the execution of The Works.

- 42) If for any reason whatsoever the Contract is terminated each party's rights against the other existing immediately before termination shall survive termination, in such an event The Company reserves the right to claim for loss of profit and overhead.



- 43) The Employer shall indemnify The Company against the cost of any claim or liability for pollution or contamination howsoever caused arising out of our design or construction of The Works.
- 44) To the fullest extent permitted by law, The Employer shall indemnify and hold harmless The Company, The Company's Sub Contractors and agents and employees of any of them from and against claims, damages, losses and expenses arising out of or in connection with any act or omission of The Employer.
- 45) It is a condition of this Offer that ownership of the plant and materials supplied and The Works in total does not pass until payment has been made by The Employer to The Company.
- 46) Nothing in the Contract confers or purports to confer upon any third party any benefits or any right to enforce any term hereunder and thus the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 47) Any person or Company other than The Employer who makes any payment for The Works or any part thereof shall be deemed to have made such payment as agent for and on behalf of The Employer
- 48) It is a condition of this Offer that The Employer registers The Company as an approved subcontractor with the Inland Revenue. Abbey Pynford Geo Structures Ltd, Registration No. 8133914, tax ref: 2854615817.
- 49) Price Fluctuations: The cost of both traditional reinforcing steel, stainless steel and waste disposal can be volatile and subject to continual fluctuation. This Offer is currently based on rates as shown the Bill of Rates for Changes in Scope of Works. Should substantial fluctuations in excess of 5% of this rate be experienced, The Company reserves the right to amend our Offer accordingly to take consideration of new prices. Due to the historical volatility of other construction materials, we reserve the right to pass on any price increases should they exceed 5% of that allowed at the date of this Offer.
- 50) In the event of any dispute or difference arising at any time under or in connection with the Contract, either party has the right to refer such a dispute or difference to Adjudication. The Party referring the dispute shall inform the other party of its intention before applying to the Association of Independent Construction Adjudicators (AICA) for an adjudicator to be nominated (Royal London House, 22-25 Finsbury Square, London, EC2A 1DX. Telephone 0844 249 5353). (Email: enquiries@aica-adjudication.co.uk) for which a nomination fee is payable to the AICA. The AICA will appoint an Adjudicator within 7 days who will determine the result of the dispute and publish his/her decision within a further 28 days (or such extended period as the parties agree). The Adjudicator's decision shall be binding until and unless revised by Arbitration or the Courts. The Adjudicator will charge a fee for his services. The Parties are jointly and severally liable for the Adjudicator's fees. The Adjudicator may decide which of the parties is to pay his fees and in what proportion.
- 51) Due to the need to programme follow-on Contracts The Company will not Offer a reduction in price for a reduced scope of work once The Works have commenced and there shall be a minimum Final Account Value of £10,000.00 + VAT if applicable.
- 52) Where The Company have design responsibility for piling and slab/beams, this gives them greater flexibility to install The Works and enables a quick reaction to encountering differing conditions on site (which would constitute as a variation). Where the slab or beam works are omitted in full, The Company reserves the right to determine the Contract forthwith due to the increase in the risk profile associated with The Works.
- 53) It is a condition of The Company's Offer that The Employer has no right to 'set-off' money from any other Contract against payments due on this Contract i.e. there shall be no cross contract set off.
- 54) In the event of pre-payments forming part of the Contract, we reserve the right to suspend work immediately and determine the Contract if any payment is 24 hours past the due date. We reserve the right to pass on any costs of determination and charge for any subsequent re-mobilisation.
- 55) It is a condition of the Offer that The Employer will sign the companies daily record and pile record sheets on a daily basis, and The Company reserves the right to determine the Contract if The Employer fails to do this.
- 56) All appropriate guarantees or warranties offered, together with any supporting documentation such as test results will be provided upon full and final settlement of The Company's accounts/invoices including any retention. For the avoidance of doubt ASUC guarantees may be processed from The Company's practical completion but shall not be provided until full and final settlement of The Company's account/invoices has been received such shall include retention monies.
- 57) The Company's Offer is provided on the basis of completing The Works in one continuous visit. The Company reserves the right to levy an uplift for any return visits that may be required.
- 58) Due to the nature of The Company's works, in the event that The Company are unable to make economic progress due to inclement or adverse weather, an extension of time shall be granted which is commensurate with the period of delay incurred as a result of such inclement or adverse weather together with reimbursement for any additional reasonable costs incurred by The Company.