



Just Surveys Limited

Drain Survey Specialists

Dexters 1, Linton Farm

Highnam, Gloucester

Gloucestershire, GL2 8DF

Telephone: 01452 730185

Email: enquiries@just-surveys.co.uk

Website: just-surveys.com

Terms and Conditions

JUST SURVEYS LTD – Terms & Conditions

These terms and conditions apply to Just Survey Limited.

Please read this document carefully as it will tell you everything you need to know about the terms and conditions on which we will deal with each other.

The term 'you' refers to the customer/employer or user of our services or viewer of our website.

"Just Surveys", "us", "we", "our", "ours" means Just Surveys Ltd. Registered in England No 5745451.

Just Surveys Ltd use their own employees. Independent contractors have no authority to incur liability on behalf of or to act as agent for Just Surveys Ltd or any of their licensees.

1. The works will be undertaken and the rates are quoted, estimated or used by the Contractor strictly on the basis that the information and representations given by the Employer are accurate and that any information likely to affect adversely the execution of the works is not knowingly withheld.
2. Any variation to the works shall be by written order or written instruction given by the employer's agent to the Contractor: unless the price therefore has been agreed the Contractor shall be entitled to charge a sum calculated in accordance with the rates quoted, estimated or used in the submissions or negotiations as a result of which the contract was made and the Contractor shall be entitled to be paid in accordance with these terms and conditions.
3. The contract has been negotiated and agreed and the works are undertaken on the express basis that the Contractor shall not be required to remove dislodge or clear cementations, bituminous or encrusted material.
4. The employer undertakes and shall be responsible for ensuring that:
 - a) Vehicular access is freely available to all parts of the site or sites to enable the works to be undertaken without restriction.
 - b) Adequate and proper arrangements have been made for the Contractor by the Employer to gain lawful access onto private lands to undertake the works. This access is to be vehicular or pedestrian as necessary.
 - c) Unrestricted access is available to all manholes/gullies/catch pits to enable the works to be undertaken without restriction.
 - d) High Pressure Water Jetting works will require a water supply to complete the works. In the first instance, we will utilise wash out hydrants from the local water authority. In the event this is not available, an adequate and adjacent supply of potable water should be made freely available to the Contractor for execution of the works without interference or delay.
 - e) Waste removal will be charged at £160.00 + VAT per tonne, if required to complete the works. To avoid this charge, suitable tipping facilities adjacent to the site should be made freely available to the Contractor for execution of the works without interference or delay.
 - f) Relevant arrangements are made with the Police and other statutory bodies and undertakings for the Contractor to undertake the works without interference or delay.





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- g) Manhole constructions are sufficient and safe access for the Contractor to install and use equipment to its full capacity and (where necessary or appropriate) for the contractors or employees to gain safe and unrestricted access.
- h) Any and all traffic control and Health and Safety measures are taken as may be necessary for the execution of the works without interference or delay.
- i) The condition and stability of the infrastructure is sufficient to allow the Contractor to undertake the works without interference or delay.
- j) "Off road" working can be undertaken without the Contractors vehicles or plant becoming stuck or having their full working capacity restricted by surface conditions.
- k) Assistance is given in the parking of the contractor's vehicles and plant overnight.
5. The Employer will indemnify the Contractor against any expense liability loss claim or proceedings (including consequential, commercial and economic loss) caused by:
 - a) Breach of any term of Clause 6 of these terms and conditions.
 - b) Injury or death of any person or loss of or damage to all property arising out of the due execution of the works by the Contractor except where the injury or death is caused by the negligence of the Contractor
 - c) No liability to the contractor for any damage caused to the pipeline from the method of the works.
6. Where the cleaning environment is aggressive and causes damage to the Contractor's equipment then the Contractor retains the right to charge the Employer the cost of the replacement of that equipment on an "as new" basis.
7. Without prejudice to the above the Employer will take out and maintain insurance to cover the liability of the Employee as defined in Clause 7 with a limit of indemnity of at least £2,000,000, and will produce the policy for inspection if requested by the Contractor
 - a. Existing policies shall be accepted under this clause.
8. a) the Contractor shall be entitled to render interim accounts at the end of each week's work supported by day work sheets, evidence of payments for materials and such other documentation as the Employer may reasonably require to determine the value of work undertaken in accordance with the contract rates or quoted or estimated prices.
 - b) Unless the Employer gives written notice of objection such interim accounts should be paid in full within five days.
 - c) The Contractors final account shall be delivered to the Employer at any time after the execution of the works or of the delivery of written notice by the Contractor to the Employer that the works are not capable of further execution.
 - d) The final invoice shall be paid within 30 days of delivery and in default the Employer shall pay interest to the Contractor at the rate of 8% above the base rate of Bank of England from time to time calculated at a daily rate and compounded with yearly stops.
 - e) Domestic Customers will be invoiced immediately on completion of the work and The Total Due on the invoice is to be paid immediately. If the Total Due is not paid immediately, an administration fee of £5 and interest will be added to the outstanding amount at the rate of 3% above the base rate of National Westminster Bank Plc until full payment is received





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9. All rates quoted are exclusive of VAT (unless otherwise stated)
10. All close circuit television survey data shall remain the property of the Contractor until the Employer has paid all the accounts of the Contractor (whether for close circuit television or other work).
11. Multiple tight bends may prevent a complete survey. If the survey equipment is unable to navigate the tight bends, then smaller, alternative equipment can be utilised to attempt this. If we are still unable to survey this length we would abandon the survey and Just Surveys Limited will not be contractually obligated to survey this length.
12. Hazardous Materials – Our method statement is based on the proposed works not exposing our operatives to any unidentified hazardous substances. It is therefore, essential that should any such substance be present in the work area, that we be made aware as a matter of urgency and provided with appropriate safety data sheets.
13. All prices are held firm for 3 months from date of quotation.
14. Standing time / down time due to conditions beyond our control will be charged at our day rate.
15. Works cancelled by the employer within 2 working days of the scheduled start time will be subject to a charge of 50% of the quoted rates, to cover costs and loss of earnings.
16. Any additional hours worked onsite above the agreed number will be charged on an hourly basis at our normal rates (unless discounted rates have been agreed).
17. Subsistence, if required, will be charged at £50.00 per man per night.
18. Unless otherwise stated, rates only allow for standard chapter 8 traffic management where required.
19. Unless otherwise stated, rates are based on silt levels not exceeding 10%. Should silt levels exceed 10% then upon discussion with the employer, our rates shall revert to the standard day rate (or discounted rates as applied).
20. Unless otherwise stated, rates are based on information provided by the client
21. All works carried out utilising our specialist cutters are performed on an attempt only basis and will not guarantee complete removal of any obstructions. Due to the percussive action of the cutters, Just Surveys Ltd accepts no responsibility for any damage caused to the existing drain line or pipe work.
22. In the event of any Just Survey Ltd equipment becoming stuck within the pipe work, any costs incurred to retrieve, replace or repair the equipment will be the responsibility of the client.
23. Further to this, in the event of the condition of the drains / culvert being in such a condition where the equipment may get stuck / trapped, Just Surveys Limited reserves the right to abandon the survey and in the event of this happening a charge for works / call out will be applied.
24. An administration charge of £20 is payable in respect of each cheque we present for payment that is dishonoured by your bank for whatever reason.
25. Our standard business hours are 8am to 5pm Monday to Friday (Surveying) 8am to 4pm (Vacuum Excavation). We may be able to work outside our standard business hours at an additional charge.
26. Tenants are required to get their landlord's permission to allow us to carry out any work. Listed buildings may need planning permission. In both cases it is your responsibility to obtain any needed permission for the work.





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27. In some circumstances we may discover when on site of the drainage problem, that your blockage is caused by failure of the public drain and, or sewers. In such circumstances, Just Surveys may reasonably reserve the right to apply a charge for their professional advice, having attended the site and diagnosing for you that the liability is not yours. In these situations, you will be advised by Just Surveys, or independent contractor, that it is the responsibility of the water company. You will be advised that you should then approach your water company for compensation.
28. Just Surveys Ltd report is accurate only at the time of the survey carried out by the consultant and no liability is accepted in relation to the impact on the conditions in the report by any works undertaken since the survey including but not limited to vehicular movement, furthermore, any subsequent damage to the drainage caused by natural occurrences including but not limited to natural disaster or subsidence.
29. CAT and Genny to sonde and trace the drain run: Due to the variance in the ground we cannot guarantee the location of the drain run and recommend excavating a slip trench to verify the location of the pipe as per the methodology set out in the British Standards Institution PAS 128.
30. The Contractor shall at all times exercise reasonable care and skill in the performance of its obligations under this Agreement, including a duty to comply with all applicable safety regulations and take all reasonable steps to prevent any harm or injury to persons or property arising from its work.
31. Final decision on the feasibility and safety of our operatives completing the works requested is the responsibility of the on-site supervisor from Just Surveys Limited.

Terms and Condition as of 4th February 2025

Reviewed on 04/02/2025

