



The following 'Notes and Assumptions' and 'Standard Conditions of Contract' apply to all projects undertaken by University of Leicester Archaeological Services (ULAS).

Notes and Assumptions

1. The quoted cost is valid for a period of six months after which it may be re-assessed and is subject to VAT.
2. We recommend that the client supply us with maps of the site at a good scale (e.g. 1:2500). Digital mapping is our preferred format, as AutoCAD .dxf files.
3. It is expected that the client will either be responsible for disconnecting any live services on the site or else for providing details of their location so they can be avoided.
4. The quote assumes that access to the site will be unimpeded, and that access permissions are in place.
5. The quote assumes that the site access is suitable for the plant and that spoil can be stored adjacent to the trenches.
6. The quote does not include specialist visits or sampling (e.g. scientific dating, human remains).
7. The quote does not include de-watering, shoring or fencing beyond orange netlon type fencing if required. Costs for these can be provided on request.
8. ULAS takes no responsibility for compensation claims relating to damage of crops or loss of income incurred during the process of the fieldwork.
9. Letters of reliance can be supplied if required post survey. These will be supplied to our standard terms (available on request) and charged at £250 /letter.
10. Cancellation / Postponement - In the event of a cancellation /postponement we may charge abortive fees for costs incurred. This may include travel, accommodation, lost revenue etc. This also applies if site access is denied on arrival or if the site conditions are unsuitable for fieldwork (eg presence of livestock or miscellaneous obstructions).

Standard Conditions of Contract

1. General

University of Leicester Archaeological Services (hereinafter called "ULAS") only accepts as binding upon itself these Conditions of Contract (hereinafter called the Contract). Any terms or conditions contained in any written or printed document of the Client shall be deemed inapplicable. Any variation of, deletions from, or additions to these conditions will only apply if agreed by ULAS in writing.

2. Quotations, Variations and Expenses

- a) ULAS reserves the right to withdraw any quotation not accepted within a period of three months of the date of issue.
- b) Where, in the case of project work to be completed in stages, there is an interval of more than two months between the completion of one stage and the commencement of the next ULAS may at its discretion withdraw the contract for the remaining stage or stages but shall be entitled to payment for work already carried out.
- c) Costs quoted are valid for a period of six months from the date of issue.

3. Commencement and Completion

- a) Unless otherwise agreed the Project will commence on receipt of a signed ULAS Contract letter from the Client.
- b) Whilst every effort will be made to complete the Project by any specified date, time shall not be of the essence of the Contract and ULAS shall not be liable for any loss of any nature occasioned by any delay in completion.

4. Payment

- c) An invoice will be submitted by ULAS and will be payable within 30 days of receipt by the Client, unless other arrangements have been made (see 4d).
- d) Invoices will show only the details given in the Quotation unless the basis for working includes a daily charge.
- e) Fees quoted are in Pounds Sterling and are exclusive of V.A.T. and any other relevant taxes
- f) ULAS reserves the right to request an advance payment prior to commencement. For large projects a payment schedule will be agreed by both parties and projects will not normally commence until an initial cleared payment has been received. In these circumstances terms of payment will normally be 14 days.
- g) ULAS reserves the right to charge interest at Bank Base Rate on invoices outstanding after 30 days.
- h) For work connected with the fulfilment of planning conditions ULAS shall not normally release the report or confirm to the planning authority that such conditions have been fulfilled until full payment has been received.

5. Reports

- i) Whilst ULAS will maintain contact with the Client throughout the period of the Project no statement made by the principal investigator or any other member of ULAS's staff or other persons engaged by ULAS shall be binding on the University unless and until it is confirmed in writing.
- j) A copy of a written report will, when appropriate, be submitted to the Client on completion of the Project and receipt of the full payment due under Clause 4. No verbal statement or interim report shall be taken as necessarily representing ULAS's view.
- k) A copy of the report will be sent to the Archaeological Advisor to the planning authority unless the Client informs ULAS in writing of their wish to make other arrangements.

6. Archaeological Discoveries

Any antiquities valuable objects or remains of archaeological interest, other than articles subject to procedures under the Treasure Act, discovered in on or under the Site during the carrying out of the Project by ULAS or during works carried out on the Site by the Client shall be deemed to be the property of ULAS provided that ULAS after due examination of the said Archaeological Discoveries shall transfer ownership of all such Archaeological Discoveries unconditionally to a museum specified by ULAS for the purposes of adding to the collections stored therein.

7. Copyright

The copyright in all original finished documents of any kind shall remain vested in ULAS and ULAS will be entitled as of right to publish any material in any form produced as a result of its investigations and work on the site. Due acknowledgement will be made to the Client.

8. Confidential Information

The Client recognises that the results of the Project should be publishable and agrees that ULAS shall be permitted to present at symposia, national or regional professional meetings and to publish in journals,

theses or dissertations, or otherwise of ULAS's own choosing data, reports, documentation of any type which may be developed, prepared or conceived by ULAS in the course of the Project. ULAS will not use the name of the Client, nor any employee of the Client, in any of the above publications and presentations without prior consent.

9. Termination of Contract

- l) The Contract will be terminated immediately:
- m) on written notice by ULAS that in its opinion the object of the project proves impossible or impracticable.
- n) if in the joint opinion of both parties or, failing agreement in the opinion of an Arbitrator, it proves impossible to achieve the objects of the Project within the prices quoted due to no fault on the part of ULAS.
- o) If the Contract is determined by mutual consent the Client will indemnify ULAS in respect of all costs, claims and demands by any subcontractors involved in the project work.
- p) If the Client withdraws from the Contract they will be liable for all costs reasonably committed and incurred by ULAS up to the date of withdrawal.

10. Warranty

While ULAS will use every endeavour to achieve a satisfactory outcome of the Project, no warranty, express or implied, is given as to the performance of or results obtained or obtainable from the work done by ULAS, its servants or agents.

11. Indemnification & Savings of ULAS

The Client agrees to indemnify and hold harmless ULAS in respect of costs, claims, damages, actions, suits and judgements in the course of the Project as a result of loss, damage or injury caused to property or persons other than solely by reason, of the negligent acts or omissions of ULAS.

12. Law Application

The construction, validity and performance of the Contract shall be governed in all respects by the Laws of England.

13. Arbitration

All disputes, differences or questions in respect of any matter or thing arising out of the Contract shall be referred to a single arbitrator chosen by the parties, or in case they cannot agree to one, to be chosen and appointed by the President for the time being of the Law Society and to any such arbitration the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force shall apply.