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Reading (Head Office)
Brighton (TVAS South)
Taunton (TVAS South West)
Stoke-on-Trent (TVAS North Midlands)
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Thames Valley Archaeological Services

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Terms and Conditions of Service

1. *Service summary*

1.1. This quotation is prepared for the use of Thames Valley Archaeological Services Ltd (TVAS) on behalf of the end client for archaeological fieldwork, post-excavation work and reporting.

1.2. *Outline specification of work*

1.2.1. Archaeological fieldwork (evaluation trenching, recording action, excavation, watching brief, geophysical survey, building recording) has been requested on the site, typically to inform the planning process or to mitigate the effects of development on archaeological remains. The work is to be carried out in accordance with the project-specific Written Scheme of Investigation (WSI) and the project-specific fee proposal document.

1.3. *Written Scheme of Investigation*

1.3.1. This sets out the methodology which will be followed for fieldwork and post-fieldwork. Where this is furtherance of a planning application, planning condition or scheduled monument consent, it will be approved in writing by the appropriate authorities and/or their archaeological advisors. Any necessary and significant deviations from the agreed WSI will be approved by them.

1.3.2. All work will be undertaken in accordance with relevant Historic England and Chartered Institute for Archaeologists' guidance.

1.3.3. All reasonable efforts will be made to cover the requested area, allowing for a range of ground conditions.

1.3.4. Exceptional ground conditions or obstacles, including flooding, dumped spoil, ground contamination such as asbestos or hydrocarbons may prevent coverage of parts of the requested area. Where the amount of fieldwork or reporting would be significantly affected, the client would be notified.

1.4. *Fee proposal*

1.4.1. The fee proposal sets out the scope of the project, the expected duration/staff days for the fieldwork, post-fieldwork and reporting, and the costs either as a fixed sum or fixed sum plus contingency, or as day rates.

1.4.2. All prices are in UK Pounds (£) and exclude VAT, to be applied at the rate current on the date(s) of invoice(s).

1.5. *Evaluation trenching*

1.5.1. Evaluation trenching fee proposals will include excavation of trenches with spoil stored along the sides of each trench with topsoil, subsoil, Tarmac and reinforced concrete kept separate. Subsequent backfilling of trenches will provide a level, safe surface. The fee proposal does not include reinstatement of turf, Tarmac, etc unless clearly specified.

1.6. *Recording actions/excavations*

1.6.1. Recording action/excavation fee proposals will include spoil storage in an area adjacent to the excavation area(s), moved by the JCB-type or 360-type excavator and (if applicable) dumper or bulldozer.

- 1.6.2. If spoil is required by the client to be stored in another part of the site remote from the excavation area, a revised fee proposal will be prepared.
- 1.6.3. Topsoil, subsoil, Tarmac and reinforced concrete will be kept separate.
- 1.6.4. Excavation areas are left open for the client to arrange backfilling according to their or their engineer's specification. If excavation area backfilling is required, the client will provide a specification and a revised fee proposal will be prepared.
- 1.6.5. TVAS shall not be liable for any delays to programmes due to any circumstance beyond the reasonable control of the Company including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply.

2. *General items*

- 2.1. All Services, contracts and agreements are subject to English Law and the jurisdiction of the English courts.
- 2.2. Unless otherwise specified, the fee proposal will remain valid for a period of 6 months from the date of the fee proposal.
- 2.3. TVAS reserves the right to renegotiate any WSI or fee proposal in the event of significant changes to the specification resulting from whatever cause not made apparent to TVAS prior to the date of the fee proposal.
- 2.4. TVAS will at all times exercise due care in the provision of the Service and shall become liable only in the case of negligence proven against TVAS.
- 2.5. Whatever undertaking is made regarding delivery or completion, TVAS undertakes to meet this whenever possible but without this becoming a condition of contract.
- 2.6. TVAS will ensure that the business of the client remains confidential to within reasonable bounds except where required to do otherwise by legal statute.
- 2.7. The Client shall supply TVAS free of charge with evidence of all licences, approvals, wayleaves etc obtained and necessary for undertaking the Service or required by law. This includes copies of Section 42 Exemptions from the Ancient Monuments & Archaeological Areas Act 1979, Scheduled Monument Consent, derogations required by Agricultural Stewardship Schemes, immunity from listing and any other licensing regime.
- 2.8. The Client undertakes to provide TVAS free of charge all information necessary for undertaking the Service within a reasonable period in advance of the fieldwork start date and to avoid knowingly providing information that is inaccurate or misleading. This includes all legal, environmental, ecological, safety, access, statutory and private buried or overhead utilities and other restrictions that could reasonably be expected to impact upon the Service and any other information that may be requested by TVAS from time to time.
- 2.9. The Client will indemnify TVAS in respect of any action due to infringement of third-party rights resulting from an instruction from the Client, including preservation of copyright and intellectual property rights.
- 2.10. The Client will indemnify TVAS in respect of all finally judicially determined costs, losses and expenses incurred by TVAS in respect of damage caused to land, unmapped/disused buried utilities, crops, etc. necessary to undertaking the Service in the absence of a compensation agreement made in writing prior to undertaking the Service.
- 2.11. TVAS agree to notify the client in the event of any such damage as described above so that appropriate action can be taken by the client.
- 2.12. TVAS maintain Employer, Employee, Third Party, Hired in Plant and Professional Indemnity insurance.

3. *Invoicing*

- 3.1. Invoicing will be determined by the scale of the project. Larger projects will be invoiced at intervals (e.g. monthly throughout fieldwork) with a final invoice on completion of reporting.
- 3.2. The Client is responsible for ensuring TVAS is paid according to the accepted fee proposal. All invoices are due on presentation and in the absence of an alternative arrangement in writing payment is expected within 21 days of the invoice date. Variation is possible but must be agreed in writing before provision of the Service commences.
- 3.3. The Client will make all reasonable efforts to protect Thames Valley Archaeological Services payments from delays arising from matters unrelated to the provision of the Service.
- 3.4. Any query by the Client of an invoice or payment arrangement is to be made within 5 working days of receipt by the Client of the invoice or agreement.
- 3.5. Where the Client is in default of these payment terms Thames Valley Archaeological Services reserves to the right to withdraw from the Client all licenses, permissions etc. for use of the Service until such time as alternative written payment agreement is made in writing.

- 3.6. Amounts owed to TVAS more than 30 days after the due date and not subject to a payment agreement in writing may be recovered through the courts, or attract late payment interest at the discretion of TVAS.
4. *Copyright*
 - 4.1. All intellectual property rights originating with TVAS and associated directly or indirectly with the Service remain the property of TVAS.
 - 4.2. All material produced by TVAS during provision of the Service is copyright to TVAS and will remain so. However, the Client is explicitly licensed under these terms to use the material for the furtherance of their own work but for no other purpose, including marketing and other activities not explicitly agreed in advance with TVAS.
 - 4.3. Reports or the contents thereof can be transferred to another client when accompanied by a letter of reliance/assignment.