

## 1. Interpretation

### 1.1

**Tratos** means Tratos Cavi UK Limited (registered no 03971894) whose registered office is at Radway Point 2, Radway Road, Swindon, Wiltshire, SN3 4ND  
**TRATOS's Standard Charges** means the Daily Rate together with the Mobilisation Charge.

**Client** means the company organisation or person named on the SOA for whom TRATOS has agreed to provide the Specified Service in accordance with this Contract.

**Conditions** these terms and conditions as amended from time to time in accordance with clause 17.

**Contract** means the contract for the provision of the Specified Services.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures** all are as defined in the Data Protection Legislation.

**Daily Rate** means the daily rate set out in the SOA.

**Data Protection Legislation** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the

use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Field Engineer** means each field engineer supplied by TRATOS under this Contract.

**Hourly Rate** means the charge per hour which will be 1/8 of the Daily Rate unless specified otherwise in the SOA.

**Mobilisation Charge** means the charge levied by TRATOS to cover the costs relating to mobilising of the Field Engineer to the location required by the Client. This charge covers the cost of travel and the hire charge for the travel time.

**Order** the Client's order for the Specified Services or the Client's acceptance of the Quotation.

**Quotation** the quotation for the Specified Services sent by TRATOS to the Client.

**Specified Services** means the supply of a Field Engineer to carry out the services set out in Schedule 1 to this Contract for the period and at the Daily Rate set out in the SOA.

**Standard Working Week** means Monday to Friday, eight hours per day.

**SOA** means the Sales Order Acknowledgement issued by TRATOS to which these conditions apply.

**UK Data Protection Legislation** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Working Time Regulations** means either the Working Time Regulations 1998 for workers in United Kingdom or the relevant local EU member state regulations relating to the Working Time Directive as applicable.

1.2 All references to a statutory provision shall be construed as including references to:

1.2.1 any statutory modification, consolidation or re-enactment;

1.2.2 all statutory instruments or orders made pursuant to it; and

1.2.3 any statutory provisions of which it is a modification, consolidation or re-enactment.

1.3 Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa;

1.4 Clause headings are for ease of reference only and do not affect the construction of this Contract;

1.5 Unless otherwise stated, a reference to a Clause, Sub-clause or Schedule is a reference to a clause or a sub-clause of, or a schedule to, this Contract.

## 2. Basis of Contract

2.1 The Order constitutes an offer by the Client to purchase the Specified Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when TRATOS issues the SOA at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by TRATOS, and any descriptions or illustrations contained in TRATOS's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Specified Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any Quotation given by TRATOS shall not constitute an offer, and is only valid for the period set out in that Quotation.

## 3. Supply of the Specified Services

3.1 These Conditions relate solely to the provision of the Field Engineers, the Specified Services and shall take precedence over all other terms and conditions in relation to the provision of Field Engineers and the related services.

3.2 The Field Engineer working patterns are set out in Schedule 2.

3.3 TRATOS shall provide the Specified Services to the Client subject to the terms and conditions set out herein. Any changes or additions to the Specified Services or this Contract must be agreed in writing by the authorised representatives of TRATOS

and the Client.

3.4 TRATOS shall use all reasonable endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Specified Services.

3.5 TRATOS may at any time without notifying the Client make any changes to the Specified Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Services.

## 4. Charges

4.1 Subject to any special terms agreed in writing between the authorised representatives of the Client and TRATOS, the Client shall pay TRATOS's Standard Charges and any additional sums which are agreed between TRATOS and the Client for the provision of the Specified Services.

4.2 The Client agrees to indemnify TRATOS against any liabilities, costs, expenses, damages and losses and all reasonable professional costs and expenses) suffered or incurred by TRATOS as a result of the Client providing instructions which are either delayed, incomplete, inaccurate, false, misleading or negligent; or due to any other cause attributable to the Client.

4.3 Every hour or part thereof worked by the Field Engineer over and above the Standard Working Week shall be charged as an additional sum at the rate of 1.5 times the Hourly Rate. The Client acknowledges that under the Working Time Regulations the Field Engineer has the right to refuse to work more than 48 hours per week and that TRATOS cannot require the Field Engineer to 'opt out' of the Working Time Regulations. In addition the Client acknowledges that TRATOS shall not be held liable for a failure to provide the Field Engineer due to the Field Engineer's refusal to 'opt out' of the Working Time Regulations.

4.4 The Client agrees that additional Mobilisation Charges will be payable by it in the following circumstances:

4.4.1 after the Field Engineer has completed a five week period; or

4.4.2 where there is any delay in the performance of this Contract not caused by TRATOS which necessitates another Field Engineer to be mobilised.

4.5 Any standing time where the Field Engineer is unable to carry out his duties shall be charged for the entire day as if he had worked the entire day or if outside the Standard Working Week in accordance with Clause 3.2 above.

4.6 All charges quoted to the Client or set out in the SOA for the provision of the Specified Services are exclusive of any Value Added Tax and other taxes payable in the jurisdiction where the Specified Services are performed, for which the Client shall be additionally liable at the applicable rate from time to time.

4.7 TRATOS's Standard Charges, Mobilisation Charges and any additional sums payable under these terms and conditions shall be paid by the Client (together with any applicable Value Added Tax and other taxes payable in the jurisdiction where the Specified Services are performed, and without any set-off or other deduction) within 30 days of the date of TRATOS's invoice. TRATOS shall be entitled to invoice the Client for all charges for Services provided on a monthly basis.

4.8 If payment is not made on the due date, TRATOS shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 4 % above the Bank of England base rate from time to time from the due date until the outstanding amount is paid in full.

## 5. Facilities to be provided by the Client

5.1 Unless specified otherwise in the SOA the Client agrees to provide the following at the Client's expense for the period of the Contract:

5.1.1 Local and site transportation;

5.1.2 A translator where the personnel with whom the Field Engineer is to work do not speak good English;

5.1.3 All installation equipment except that listed as being supplied by TRATOS for SkyWrap® installations in document QD10181;

5.1.4 Security for the Field Engineer and any of TRATOS's equipment should this be required by TRATOS;

5.1.5 All necessary authorisations for the TRATOS engineer to allow for him to have access on the Power Utility power lines and substation access; and

5.1.6 Adequate welfare facilities are available to the Field Engineer whilst he is operating on site to allow him to fulfil his duties comfortably.

5.2 Where the Client fails to provide any of the items listed in clause 5.1 above to the reasonable satisfaction of TRATOS then TRATOS shall be entitled to provide the same at the expense of the Client; and

5.3 Where any failure to provide the items listed in clause 5.1 above causes a delay to the delivery of the Specified Services, the Client agrees to indemnify and hold harmless TRATOS against any liabilities, costs, expenses, damages and losses and all reasonable professional costs and expenses) suffered or incurred by TRATOS as a result of that delay, and agrees not to hold TRATOS responsible for any losses that the Client may suffer.

5.4 In addition to clause 5.1 above, the Client shall:

5.4.1 ensure that the terms of the Order are complete and accurate;

5.4.2 operate with TRATOS in all matters relating to the Specified Services;

5.4.3 provide TRATOS, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by TRATOS;

5.4.4 provide TRATOS with such information and materials as TRATOS may reasonably require in order to supply the Specified Services, and ensure that such information is complete and accurate in all material respects;

5.4.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Specified Services before the date on which the Specified Services are due to start;

5.4.6 comply with all applicable laws, including health and safety laws;

5.4.7 keep all materials, equipment, documents and other property of TRATOS (**TRATOS Materials**) at the Client's premises in safe custody at its own risk, maintain

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the TRATOS Materials in good condition until returned to TRATOS, and not dispose of or use the TRATOS Materials other than in accordance with the TRATOS's written instructions or authorisation; and

5.4.8 comply with any additional obligations as set out in the Quotation.

5.5 If TRATOS's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

5.5.1 without limiting or affecting any other right or remedy available to it, TRATOS shall have the right to suspend performance of the Specified Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays TRATOS's performance of any of its obligations;

5.5.2 TRATOS shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from TRATOS's failure or delay to perform any of its obligations as set out in clause 5.1 and 5.4; and

5.5.3 the Client shall reimburse TRATOS on written demand for any costs or losses sustained or incurred by TRATOS arising directly or indirectly from the Client Default.

## 6. Health & safety and illness of or injury of the Field Engineer

6.1 The Client shall comply with all applicable statutory rules and regulations concerning health & safety and environmental requirements and in particular shall ensure that welfare facilities are made available to the TRATOS Field Engineer. The Client is responsible for ensuring that its employees, agents and the customer/installers also comply with these rules and regulations.

6.2 TRATOS will provide the Client with an Emergency Response Plan detailing the required actions in the event the Field Engineer has an accident. The Client agrees to ensure that this document forms part of the customers/installers site safety documentation and that site personnel are aware of the required actions to take should the Field Engineer be injured or become ill.

6.3 In the event that the Field Engineer is injured or falls ill during the Contract the

Client agrees to provide all necessary assistance in obtaining treatment for the Field Engineer and undertakes to notify TRATOS as soon as it is practical to do so. The Client agrees to keep TRATOS informed of any material changes to the Field Engineer's condition.

6.4 Without prejudice to the right of TRATOS to make a claim for reimbursement should the illness or injury of the Field Engineer be in any way attributable to the Client, TRATOS agrees to pay all costs associated with the treatment of the Field Engineer.

6.5 In the event that the Field Engineer is unable, due to illness or injury, to perform his duties for more than 3 consecutive working days TRATOS agrees to use all reasonable endeavours to provide a substitute Field Engineer. No charge shall be made for any non-working time and TRATOS shall not be liable for any delay caused to the project due to the Field Engineer being unable to work.

## 7. Warranties and Liability

7.1 TRATOS warrants to the Client that the Specified Services will be provided by appropriately trained personnel in accordance using reasonable care and skill with regard to health and safety and environmental considerations and, as far as reasonably possible, at the intervals and within the times referred to in the SOA.

7.2 It shall be the Client's duty to appraise and inform TRATOS and the Field Engineer of any specific safety hazards and the Client warrants to perform this duty in accordance with best practice and to indemnify TRATOS in the event that TRATOS suffers any loss, damage, costs, expenses or other claim resulting from reliance on this information.

7.3 On every occasion where, as part of the Specified Services, the Field Engineer is likely to come into contact with any power line it shall be the Client's sole responsibility to ensure, prior to the Specified Services being performed, that the said power line is safe. The Client agrees that it shall perform all appropriate tests, or procure the performance of such tests, to ensure the safety of the power line and in addition the Client shall provide a suitably qualified safety officer to oversee the Specified Services on all such occasions.

7.4 TRATOS shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from instructions or information supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

7.5 The restrictions on liability in this clause 7 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.6 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

7.7 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

7.7.1 death or personal injury caused by negligence;

7.7.2 fraud or fraudulent misrepresentation; and

7.7.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.8 This clause 7.8 sets out specific heads of excluded loss:

7.8.1 Subject to clause 7.7, the types of loss listed in clause 7.8.2 are wholly excluded by the parties.

7.8.2 The following types of loss are wholly excluded:

7.8.2.1 loss of profits

7.8.2.2 loss of sales or business

7.8.2.3 loss of agreements or contracts

7.8.2.4 loss of anticipated savings

7.8.2.5 loss of use or corruption of software, data or information.

7.8.2.6 loss of or damage to goodwill; and

7.8.2.7 indirect or consequential loss.

Subject to clause 7.5 above, the entire liability of TRATOS under or in connection with the Contract shall not exceed the total value of this Contract.

7.9 TRATOS shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of TRATOS's obligations in relation to the Specified Services, if the delay or failure was due to any cause beyond TRATOS's reasonable control.

7.10 This clause 7 shall survive termination of the Contract.

## 8. Data Protection

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 8, Applicable Laws means (for so long as and to the extent that they apply to TRATOS) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, TRATOS is the controller and the Client is the processor.

8.3 Without prejudice to the generality of clause 8.1, the Client shall, in relation to any personal data processed in connection with the performance by the Client of its obligations under the Contract:

8.3.1 process that personal data only on the documented written instructions of TRATOS unless the Client is required by Applicable Laws to otherwise process that personal data. Where the Client is relying on Applicable Laws as the basis for processing personal data, the Client shall promptly notify TRATOS of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Client from so notifying TRATOS;

8.3.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by TRATOS, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

8.3.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

8.3.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of TRATOS has been obtained and the following conditions are fulfilled:

8.3.4.1 TRATOS or the Client has provided appropriate safeguards in relation to the transfer;

8.3.4.2 the data subject has enforceable rights and effective legal remedies;

8.3.4.3 TRATOS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

8.3.4.4 TRATOS complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data.

8.3.5 assist TRATOS, at TRATOS's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

8.3.6 notify TRATOS without undue delay on becoming aware of a personal data breach;

8.3.7 at the written direction of TRATOS, delete or return personal data and copies thereof to TRATOS on termination of the Contract unless required by applicable law to store the personal data; and

8.3.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and allow for audits by TRATOS or TRATOS's designated auditor and immediately inform TRATOS if, in the opinion of the Client, an instruction infringes the Data Protection Legislation.

8.4 TRATOS does not consent to the Client appointing any third party processor of personal data under the Contract.

## 9. Termination

9.1 The Client shall be entitled to cancel the Contract in respect of all or part only of the Specified Service by giving notice to TRATOS at any time in which event the Client shall immediately pay to TRATOS all sums due to TRATOS under this Contract less a sum equal to any actual savings which TRATOS are able to achieve by re-deploying its personnel.

9.2 Either party shall be entitled forthwith to terminate the Contract by written notice to the other if:

9.2.1 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous

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procedure in the relevant jurisdiction;

9.2.2 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

9.2.3 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

9.2.4 subject to clause 9.3 below, that other party commits any continuing or material breach of any of the provisions of the Contract and, in the case of such a breach which is capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

9.3 TRATOS shall be entitled to terminate the Contract immediately by written notice to the Client where the Client is in breach of clause 4.7 and payment is not received by TRATOS within 14 days of the expiration of the 30 day period mentioned in clause 4.7.

9.4 On termination of the Contract the Client shall immediately pay to TRATOS all of the TRATOS's outstanding unpaid invoices and interest and, in respect of the Specified Services supplied but for which no invoice has been submitted, TRATOS shall submit an invoice, which shall be payable by the Client immediately on receipt.

## 10. Confidentiality

10.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.

10.2 Each party may disclose the other party's confidential information:

10.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10; and

10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

## 11. Notices

11.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);

11.2 Any notice shall be deemed to have been received:

11.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or

11.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

11.2.3 if sent by pre-paid air mail providing proof of postage, at 9.00am on the fifth Business Day after posting or at the time recorded by the delivery service, if applicable; or

11.2.4 if delivered by international or domestic commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

11.2.5 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause

11.2.6, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

11.3 Where a notice is sent by email:

11.3.1 from the Client to TRATOS the email address is: [tratoscavi.ltd@tratos.co.uk](mailto:tratoscavi.ltd@tratos.co.uk).

11.3.2 from TRATOS to the Client, to the email address provided by the Client to TRATOS.

11.4 This clause 11 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution

## 12. Entire Agreement

12.1 This Contract (together with the terms, if any, set out in the SOA) constitute the entire agreement between the parties in respect of the Specified Service, and supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by

statute or otherwise, are excluded to the fullest extent permitted by law.

## 13. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## 14. Waiver

No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

## 15. Severance

15.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

15.2 If any provision or part-provision of this Contract is deemed deleted under clause 15.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 16. Third Party Rights

For the avoidance of doubt nothing in this Contract shall confer on any third party any benefit or the right to enforce any term of this Contract and the provisions of The Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

## 17. Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

## 18. No Partnership or Agency

18.1 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 19. Further Assurance

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Contract.

## 20. Assignment and Other Dealings

The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract.

## 21. Rights and Remedies

Except as expressly provided in this Contract, the rights and remedies provided under this

Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

## 22. Governing Law

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

## 23. Disputes

Any dispute arising under or in connection with this Contract or the provision of the Specified Service shall be referred to arbitration at the London Chamber of Arbitration.

# Condition of Supply of Field Engineers



## Schedule 1

The duties of the Field Engineer shall be:

- 1.1 To provide training in TRATOS's approved methods and use of TRATOS's equipment but unless otherwise agreed between the authorised agents of the Client and TRATOS not to include training of the Client's engineers in optical fibre technology;
  - 1.2 To offer advice to the Client or other site personnel on best practice with regard to general, but not specific, health and safety and environmental considerations
  - 1.3 Guidance and assistance during installation;
  - 1.4 Assistance with trouble shooting;
  - 1.5 Auditing of workmanship;
  - 1.6 Maintenance of supplied equipment; and
  - 1.7 If specified in the SOA guidance on splicing and testing.
2. The duties of the Field Engineer do not include;
    - 2.1 The direct supervision of installation personnel;
    - 2.2 Training in overhead power line work practices;
    - 2.3 General stringing techniques; and
    - 2.4 Training or instruction on specific manual handling procedures or techniques.

## Schedule 2

1. The quoted number of days for Field Engineer hire set out in the Quotation have been estimated. In the event that additional time is required beyond the time allowed in the Quotation, whatever the reason may be, TRATOS reserves the right to charge for the additional number of days required at the rates set out in the Quotation.
2. Field Engineers will be re-mobilised every five weeks. The number of re-mobilisations permitted will be set out in the Quotation. Additional mobilisations will be charged at the rates set out in the Quotation.
3. The Field Engineer working pattern will be as set out in the Quotation, unless otherwise agreed in writing between the parties. For information purposes this will be one of the following three working patterns:
  - a. Five working days followed by two rest days; or
  - b. Six working days followed by one rest day; or
  - c. Twelve working days followed by two rest days.