

# LASER SURVEYS LIMITED

## Offices

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## TERMS AND CONDITIONS

### Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services**) by Laser Surveys Limited, a company registered in England Wales under number 01890261 whose registered office is at Open Space, Upper Interfields, Malvern, Worcestershire, WR14 1UT (**we**) to the person buying the services (**you**).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (**the Contract**) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England or Wales. Business hours are Monday to Friday 9am to 5.00pm.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice versa.

### Services

7. We will use reasonable care and skill in our performance of the Services which will comply with the quotation including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
8. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
9. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.
10. For measured surveys (topographical and measured building surveys) we will follow the RICS specification; for all surveys, if no specification is received for any element of the requested works we will revert to the methods outlines in our logistics statement, to be considered alongside the specification checklist forming page 2 of our quotation.

### Your obligations

11. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
12. If you do not comply with Clause 10, we can terminate the Services.
13. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).

### Fees

14. The fees (**Fees**) for the Services are set out in the quotation and are on a time and material basis.
15. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

### Cancellation and amendment

16. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started within a period of 30 days from the date of the quotation (unless the quotation has been withdrawn).
17. If you postpone an order for any reason and do not make contact with us again within 14 days then a cancellation fee of 40% of the quotation value or £600 + vat, whichever is the greater, will apply.
18. If you cancel an order for any reason then a cancellation fee of 40% of the quotation value or £600 + vat, whichever is the greater, will apply.
19. If an agreed site programmed appointment is cancelled / re-arranged with less than 48 hours' notice or we attend site and for reasons beyond our control we are prevented from gaining access, or we cannot complete our survey due to access

restrictions, a minimum attendance charge of £600 + vat per day plus expenses will be made

20. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
21. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

#### **Payment**

22. We will invoice you for payment of the Fees either:
  - a. when we have completed the Services
  - b. on the invoice dates set out in the quotation.
23. You must pay the Fees due in accordance with the credit terms agreed between us.
24. Time for payment shall be of the essence of the Contract.
25. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 5% per month until payment is received in full.
26. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
27. Receipts for payment will be issued by us only at your request.
28. All payments must be made in British Pounds unless otherwise agreed in writing between us.

#### **Tax Exemption**

29. As specialists in topographical, building and drainage surveys Laser Surveys Limited are not classed as a Contractor and do not require a Tax Exemption Certificate as issued under the Construction Industry Tax Deduction Scheme introduced by the Finance (No 2) Act 1975.

#### **Retention of Title**

30. We remain the owner of the services and goods until such time as these and all other sums owed by you are paid in their entirety.

#### **Data Retention and Claim Time Limit**

31. Laser Surveys Limited ("the Company") retains raw point cloud data from survey projects for a period of six (6) years from the date of completion of the survey. This data is stored securely and in compliance with relevant data protection regulations.
32. Any claim related to a survey project conducted by the Company must be commenced no later than six (6) years after the date of the survey. Claims made beyond this period may not be considered. By engaging in a survey project with the Company, the client acknowledges and agrees to the data retention policy and claim time limit as outlined in these terms and conditions.

#### **Assignment**

33. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

#### **Termination**

34. We can terminate the provision of the Services immediately if you:
  - a. Commit a material breach of your obligations under these Terms and Conditions; or
  - b. fail to pay any amount due under the Contract on the due date for payment; or
  - c. are or become, in our reasonable opinion, about to become, the subject of a bankruptcy order or take advantage or any other statutory provision for the relief of insolvent debtor; or
  - d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
  - e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any Court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

## **Intellectual Property**

35. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

## **Liability and indemnity**

36. Our liability under these Terms and Conditions, whether in contract or in tort or in negligence or for breach of statutory duty or otherwise, as far as is permitted by law, shall not exceed the amounts recoverable under our Professional Indemnity Insurance. This limitation shall not apply if no such amount is recoverable due to a breach of our obligations under the terms of such insurance or due to a failure by us to report any such claim or circumstances to our insurers in a timely manner.
37. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditional or the quotation for:
- any indirect, special or consequential loss, damage, costs, or expenses or;
  - any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
  - any failure to perform any of our obligations if such delay or failure is due to any cause beyond or reasonable control; or
  - any losses caused directly or indirectly by any failure of your breach in relation to your obligations; or
  - any losses caused directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
38. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
39. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability

## **Circumstances beyond a party's control**

40. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that this beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

## **Communications**

41. All notices under these Terms and Conditions must be in writing and signed by, or on behalf, the party giving notice (or a duly authorised officer of that party).
42. Notices shall be deemed to have been duly given:
- when delivered. If delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
  - when sent, if transmitted by email and a successful return receipt is generated;
  - on the fifth business day following mailing, if mailed by national ordinary mail;
43. All notices under these Terms and Conditions must be addressed to the most recent postal or email address notified to the other party.

## **No waiver**

44. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

## **Severance**

45. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

## **Law and Jurisdiction**

46. This Agreement shall be governed by and interpreted according to the Law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh Courts.