

The Mapping Company (UK) Ltd

Terms and Conditions

The Terms and Conditions should be read in conjunction with the Guidelines

1. Definitions and interpretation

In these Terms and Conditions the following words and expressions shall have the following meanings:

- the 'Client' means the person or organisation awarding the Contract. An Agent acting for a Third Party shall be deemed to be the Client unless designated in writing by the Third Party; the 'Contract Price' means the agreed fee or scale of charges for the Work, subject to such alterations as may be made under the provisions hereinafter contained;
- the 'Contract' means the agreement concluded between the Client and the Surveyor, including these Terms and Conditions, all Specifications and other documents which are relevant to the Contract;
- the 'Surveyor' means the business whose quotation for the Work is accepted by and on behalf of the Client and includes the Surveyor's successors and permitted assigns;
- the 'Work' means the surveying, Expert Witness Report, mapping, setting out or any other service to be executed and all supporting Plans to be produced and supplied by the Surveyor in accordance with the Specification and includes any additional work requested by the Client under clause 6;
- the 'Purpose' means the use for the Work as stated in the Contract;
- the 'Quotation Period' means the period of time between the Surveyor receiving an invitation from the Client to provide a quotation for the work and the date by which the Surveyor must submit his quotation;
- the 'Plans' means the drawings, digital data, photographs, listings, reports or any other supporting documentation.

2 Sufficiency of quotation

In so far as is reasonably possible during the Quotation Period, the Surveyor shall be deemed to be satisfied before submitting the quotation as to the nature and requirements of the Work, the conditions under which the Work will be completed and the correctness and sufficiency of the quotation.

The several documents forming the Contract are to be taken as mutually explanatory of each other and. in cases of discrepancy the Specification shall prevail.

The Client warrants that all relevant information has been provided regarding the nature and scope of the Work and any unusual conditions, which may apply.

3 Commencement of Work

The Surveyor shall not be obliged to commence the Work until requested in writing to do so by the Client. Once Work has commenced the Client shall not cancel the Contract without compensating the Surveyor in full for the Work done to notification of cancellation together with a payment of 20 percent of the Contract Price remaining.

4 Execution and completion of Work

The Surveyor shall execute and complete the Work in conformity with the Specification and the delivery dates agreed. The Surveyor shall supply and provide for all matters necessary for the completion of the Work, at the expense of the Surveyor, except as specifically provided for in this Contract. Effective delivery shall be delivery to the Client or, by instruction, to a Third Party. Where delivery is refused or where the Surveyor is unable to deliver due to circumstances beyond his control, the Surveyor is entitled to treat the Contract as being fulfilled and invoice the Client accordingly.

Work which the Client reasonably considers fails to meet the standards contained in the Specification shall be returned to the Surveyor within 60 days of receipt for correction at the Surveyor's own expense. If such Work is found, on being checked by the Surveyor, to be within the standards specified then the costs incurred by the Surveyor in checking shall be payable by the Client.

5 Extension of time for completion of Work

The Work shall be completed in accordance with the agreed program and dates or within such time as may be agreed with the Client. Any request by the Surveyor for extension of time shall be made in writing to the Client within seven days of the Surveyor being aware of such need arising.

6 Power to vary Work

The Client may vary the Work either in form, quality or quantity provided that the total cost of the Contract is not affected by more than 10 per cent. Such variations shall be valued at the rates set out in the Contract where applicable or failing this at new rates to be agreed between the parties. Where variations to the Work would affect the total cost by more than 10 per cent, the Contract Price shall be renegotiated at the request of the Surveyor.

7 Assignment or sub-contracting

The Surveyor may sub-contract part of the Work, whilst accepting full responsibility for the Work as if it had not been sub-contracted, for expert witness work this will not be done without agreement in writing.

8 Entry on to private property

Where it is necessary for the Surveyor to have access on to private property the Client will be responsible for obtaining any necessary permissions. The Client will also furnish the Surveyor with a list of the occupiers and any letters of identification which may be needed.

9 Access for inspection

The Client may at any reasonable time examine or test any part of the Work intended for use therein and the Surveyor shall give every reasonable facility and assistance necessary. The cost of making any test and of facilities and assistance provided shall be borne by the Client.

10 Payments

Invoices may be submitted by the Surveyor to the Client at not less than monthly intervals for completed stages of the Work. Payment will be made within 30 days of the date of invoice. The Surveyor may charge interest at a rate of 4 per cent over Base Lending Rate per month, on a daily basis on overdue accounts. Only the final payment shall be taken as admission of the due performance of the Contract. If after 14 days notice has been issued to the Client of the Surveyors intention to instruct Debt Collectors, the client will be responsible for paying all charges incurred in the process of collecting such debts.

11 Insurance

The Surveyor shall hold or effect policies of insurance to cover Public Liability for not less than (£1M), Employers Liability for not less than (£2M) and Professional Indemnity with cover to be in compliance with the regulations laid down for the time being by the national Professional Body. The Surveyor shall insure the Plans against all risks whilst in transit until effective delivery to the Client. The surveyor shall not be responsible for the insurance of Work installed in or on property under the control of the Client.

12 Liability

The Surveyor shall not be liable for any inaccuracy of the Plans beyond the specified scale or accuracy, or for any matters resulting from their use for purposes other than that stated in the Contract. No liability shall attach to the Surveyor in respect of any consequential loss or damage suffered by the Client.

13 Rights to terminate the Contract

Should the Surveyor be in breach of the Contract the Client may serve written notice on the Surveyor specifying the breaches of Contract and requiring them to be remedied within 30 days. Failing such remedy the Client may terminate the Contract by serving written notice to that effect on the Surveyor. The Client may decide to use only so much of the Work, upon payment to the Surveyor of such as they shall agree.

In the event of the Client failing to provide such matters as agreed in the Contract the Surveyor shall be entitled to an extension of the Contract period for any consequent delay and to payment for any additional costs that the Surveyor may reasonably incur.

In the event of the Client failing to make payments by the due date the Surveyor shall have the right to suspend the Work until receipt of such payments and to receive payment for any additional cost arising from such suspension. If such period of suspension shall exceed 30 days the Surveyor may, on giving the Client 14 days notice, terminate the Contract without prejudice to any of his other rights under the Contract and be entitled to the compensation laid down in clause 3.

14 Bankruptcy or liquidation

If either party commits an act of bankruptcy or has a Receiving Order made against them the Work may be suspended and the Contract terminated upon written notice being served.

15 Force majeure

The Surveyor shall not be liable for any failure to perform the Work either at all or within any particular time if performance is delayed, hindered or prevented by any circumstances beyond the Surveyor's control. After a period of seven days from the start of such circumstances either party may give notice to determine the Contract forthwith. The Client shall pay the Surveyor for the Work undertaken

together with the such additional costs to which the Surveyor has been committed or might reasonably be incurred.

16 Copyright

The copyright in the Plans shall remain vested in the Surveyor who will grant an irrevocable royalty free licence for use by the Client for any purpose related to the Purpose once payment has been received in full. Such licence may not be transferred to a Third Party without the written agreement of the Surveyor. The Surveyor may provide Plans prior to the issue of an invoice, under a temporary licence arrangement. The Client shall not remove any markings identifying the Surveyor as the owner of the Copyright.

17 Confidentiality

The Surveyor shall respect any confidential documentation or information relating to the Work and make no unauthorised disclosure or use thereof.

18 Contract governance

The Contract shall be governed by and construed according to the law of the Country of Domicile of the party introducing these Conditions into the Contract.

Complaints handling and disputes resolution

Surveyors who are partners or directors in firms providing surveying services must operate an internal complaints handling procedure, which applies to disputes less than £50,000, under the RICS Byelaws. The RICS also sets a minimum standard of complaints handling, as laid out in its *Professional Conduct: Rules of Conduct and Disciplinary Procedures*. If the complaint cannot be resolved internally by the firm then the matter must go to final resolution by a third party.

Surveyors who are members of other professional bodies will be required to operate such procedures as may be laid down by those bodies.