



Terms and Conditions of Supply for Land Surveys - as at 1 May 2008

1.0 GENERAL

1.1 The Company means ABA surveys, the Client means any person who employs the Company, thus making a Contract, which includes those acting as Agent for a Third Party. The Services means any Air, Land, Hydrographic, Building, Underground Survey, Setting Out or any other service provided by the Company to the Client. The Plans means the drawings, disks, reports or any media supplied as products of the Services. The Price means the agreed fee or scale of charges for the Services.

1.2 Acceptance of any quotation/tender (verbal or written) for the Services by the Client shall be deemed to be acceptance of these Terms and Conditions and that the Client shall not cancel the contract without compensating the Company for work done up to time of cancellation plus 20% of the Price remaining. Where the Client has their own Terms and Conditions, usually written on an official order, then those Terms and Conditions shall be made known to the Company at tender stage, or these Terms and Conditions shall prevail. The Client shall make known all relevant facts to the Company to execute the Services and arrange access where appropriate or reimburse for costs involved.

1.3 The Company may sub-contract part of the Services whilst accepting responsibility for the Services as if they had not been sub-contracted.

1.4 Effective delivery shall be delivery to the Client or, by instruction, to a Third Party. The Company shall not be liable for any consequential loss due to incorrect setting out, non or late delivery of its Plans or Services.

1.5 Where delivery is refused, or where the Company is unable to deliver due to circumstances beyond its control, then the Company is entitled to treat the Contract as being fulfilled or partially fulfilled and invoice the Client accordingly as in Clause 2 of these Terms and Conditions - a non exhaustive list of such circumstances would include Act of God, weather conditions, flying or shipping restrictions, riot, international or national government action or failure by the client to arrange access.

1.6 The Company shall be informed, within 60 days of delivery of Plans, in writing, of any items requiring rectification at the Company's expense or if such items can be shown that no error be attached to the Company then any costs so generated to be reimbursed by the

Client. The Company has a liability to the Client which shall not exceed the amount of Professional Indemnity cover in place at the time of the Contract.

1.7 The Copyright in the Plans shall remain vested in the Company who will grant an irrevocable license for use by the Client once payment has been received in full (see Clause 2). No Third Party may use the Plans even if payment has been made to the Client but not received by the Company. The Company may provide Plans prior to the issue of an invoice under a temporary license arrangement extending no more than 30 days from date of subsequent invoice. A breach of Copyright will occur should payment not be made within this due period. Also the Client may only hold the Plans in a fiduciary capacity which enables the Plans to be identified as belonging to the Company until payment has been made under Clause 2. The Client's right to possession of the Plans shall cease if it does or fails to do anything which would entitle an Administrative Receiver to take possession and the Client shall grant an irrevocable license to the Company to repossess its Plans in this event.

1.8 The trade marks, trade names, know how, design rights, goodwill, patents, copyright and all other proprietary rights arising out of the provision of the Services are the property of the Company and the Client shall not cause or permit anything that might damage or endanger them or alter, deface, remove any markings or any indications as to the source of the Plans. The Client and Company will respect mutual confidentiality in all respects of the Contract.

1.9 The accuracy of Plans and Services is undertaken in accordance with "Surveys of Land, Buildings and Utilities Services at Scales of 1 :500 and larger - Client Specification Guidelines (2nd Edition)" published by RICS.

1.10 The Contract shall be construed and performed in accordance with the Laws and Courts of England.

1.11 Our quotation allows for the supply of 1 set of final hard copy plots and 1 set of digital drawings (unless otherwise stated). Additional plots and/or digital files required by either the client and/or a third party will be supplied at a cost as contained in Clause 3.

2.0 PAYMENT / INVOICES

2.1 Interest: interest will accrue at the rate of 12% p.a., calculated daily, on unpaid sums.

2.2 Compensation: in addition to interest, late payment(s) will attract a compensation charge in accordance with the provisions of the Late Payment of Commercial Debts Regulations 1992 (as amended from time to time).

2.3 Timely payment: it is a condition of these terms and conditions that payment be made promptly and in accordance with these terms and conditions. Any failure to do so will be a repudiatory breach of this agreement. Payment will not be effected until clearance of cheque. Where payment is referred to a Third Party this shall not relieve the client from responsibility under these Terms and Conditions without prejudice to the Company's rights against that Third Party to recover its debt.

2.4 Arbitration: any dispute or difference arising out of this agreement shall be referred to arbitration in accordance with The Royal Institution of Chartered Surveyors, Conditions of Engagement for Building Surveying Services.

2.5 Value Added Tax: all fees quoted include VAT.

3.0 DISBURSEMENTS

Disbursements will be payable within 30 days of invoicing and will usually be added to invoices for professional fees. They will be charged as follows:

3.1 Statutory body fees

Building Control, Planning Authority etc Chargeable at cost plus 10%

3.2 Consultants/Sub-contractors/ Equipment

Consultants fees and sub-contractors Chargeable at cost plus 10%

charges and hire of equipment

3.3 Travelling

Public transport, car hire etc. Chargeable at cost

Car mileage 45p per mile

Restaurant and hotel bills Chargeable at cost

3.4 A Photography

Photography, 24 exposure film plus developing £8.00

Additional prints (each film) £3.00

3.5 Printing (in-house) Page prints Copy negative

AO prints @ £7.50 £12.00

A1 prints @ £5.00 £10.00

A2 prints @ £3.75 £7.00

A3 prints @ £1.75 £2.75

A4 printing and copying @ £0.20 £0.35

A4 colour printing @ £1.00

A3 copying @ £0AO £0.70

Facsimile copies per sheet - out £0.75

CD - Rom £10.00

(Out-house) Chargeable at cost plus 10%

3.6 Ordnance Survey

Ordnance Survey extracts Chargeable at cost

3.7 Postage, telephone, miscellaneous

Postage and couriers Chargeable at cost

Telephone, general stationary and miscellaneous 1% of net fee over £1,000.00 & 2% of net

fee under £1,000.00

3.8 Archive

Recovery of files from external storage