

## **TERMS AND CONDITIONS OF SUPPLY**

The Company means Midland Survey Ltd, the Client means any person or organisation who employs the Company, therefore making a Contract, which includes those acting as Agent for a Third Party. The Services means any Survey or any other service provided by the Company to the client. The Plans means the drawings, disks, reports or any media to be supplied as products of the Services. The Price means the agreed fee or scale of charges for the Services.

1. The Company may sub-contract part of the Services whilst accepting responsibility for the Services as if they had not been sub-contracted.
2. Acceptance of arrival on site, the Plans or 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 to time of cancellation plus 20% of the Price remaining. Where the client has its own T & C 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.
3. All prices quoted exclude VAT and amounts become due 14 days after invoice date. The Late Payments of Commercial Debt (Interest) Act 1998 and supplemented by the Late Payment of Commercial Debts Regulations 2002 shall apply to all payments for the services provided by the Company. Payment will not be effected until clearance of cheque where applicable. Where payment is referred to a Third Party this shall not relieve the Client from responsibility under these T & C without prejudice to the Company's right against that Third Party to recover its debt.
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 non or late delivery of its Plans or Services.
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 4 of these Terms and Conditions – a non exhaustive list of such circumstances would include weather conditions, Act of God, flying or shipping restrictions, riot, National or International Government action.
6. The Company shall be informed, within 30 days of Plans delivery, 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 only which shall not exceed the amount of Professional Indemnity cover in place at the time of the Contract. At present this being £1m.
7. The Copyright in the Plans shall remain vested in the Company who will grant an irrevocable licence for use by the Client once payment has been received in full (Clause 4). The Company may provide Plans prior to the issue of an invoice under a temporary licence arrangement 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 4. 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 licence to the Company to repossess its Plans in this event.
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 or the Plans. The Client and Company will respect mutual confidentiality in all respects of the Contract.
9. The Company shall hold or effect policies of Insurance to cover Public Liability, for not less than £1m, Employers Liability for £5m and Professional Indemnity for £1m.
10. No liability for accuracy shall extend beyond the specified scale of graphical mapping, digitised data or any other accuracy specified for the Services.
11. The Contract shall be construed and performed in accordance with the Law and Courts of England and Courts of Scotland.