

MERRETT SURVEY LIMITED

TERMS AND CONDITIONS OF CONTRACT FOR LAND SURVEYING SERVICES - (July 2019)

1. **Definitions and Interpretations.**

- (a) 'MSL' means Merrett Survey Limited, whose quotation for the Work is accepted by the Employer.
- (b) 'The Employer' means the Organization awarding the Contract and responsible for paying The Contract Price.
- (c) 'The Contract Price' means the sum named in the quotation or to be ascertained in accordance with the quoted price schedule, subject to variations as may be agreed in writing.
- (d) 'The Contract' means the agreement concluded between The Employer and MSL, including these Terms and Conditions, correspondence and all specifications and other documents which are relevant to The Contract.
- (e) 'Work' means surveying, mapping or any other service to be executed and all supporting documents including any photographs, plots, drawings, field records, map sheets, plans, digital data, co-ordinate lists and control data to be produced and supplied by MSL in accordance with The Specification and includes any additional work requested by the Employer under clause 7.
- (f) 'Supplier' means the provider of goods and / or services to Merrett Survey Limited.

2. **Sufficiency of Quotation.**

The Employer warrants that it has provided all relevant information regarding the nature and scope of the Work, together with unusual site conditions which might influence and affect the price and also any matters which may influence a Health and Safety Risk Assessment.

3. **Validity of Quotation.**

Unless otherwise agreed in writing in advance, MSL's quotation remains valid for a period of 30 days from date of issue.

4. **Commencement of Work.**

MSL shall not be obliged to commence work until a written order has been received from the Employer. If the party who shall make payment of our invoice is not the party instructing the work, then we require a written order from the party responsible for payment.

5. **Execution and completion of the Work.**

- (a) Work which the Employer reasonably considers fails to meet the standards contained in the Specification may be returned within 30 days of receipt for correction by MSL and at MSL's own expense.
- (b) If on being checked by MSL the Work returned by the Employer for correction is found to have been within the standards specified, the additional costs of the checking shall be payable by the Employer.

6. **Programme and extension of time for completion of the Work.**

MSL will use their best endeavours to complete the Work in accordance with the agreed delivery programme. However, completion dates are only estimates and may be affected by causes beyond MSL's control.

7. **Power to vary Work.**

The Employer, at his discretion, may vary the Work either in the form, quality or quantity, provided the total cost of the Contract is not affected by more than 10%. 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%, the Contract Price shall be renegotiated at the request of MSL.

8. **Entry onto private property.**

Where it is necessary for MSL to have access onto private property the Employer will be responsible for obtaining all necessary permissions and arranging unhindered access during normal working hours. The Employer will also provide MSL with any letters of identification which may be needed. Where landowners/occupiers are known to be uncooperative the client has a responsibility to advise MSL prior to confirmation of our quotation and award of contract.

9. **Clearance of vegetation / obstacles.**

We have not allowed for clearance of vegetation or obstacles (e.g. stacked building or waste material, scaffolding, stockpiles, furniture, parked cars) in order to gain access to all areas of the site(s) to be surveyed. We assume that any clearance work will be the responsibility of the Employer, and that the site would be cleared in advance of our mobilization to site. Inaccessible areas will not be surveyed.

10. **Inductions / safety training / medicals / meetings.**

If the work requires any additional safety training or medicals in advance of the work, then the time and travel and direct costs for this will be charged for in addition to our quoted fees. Likewise, if we are required to attend any meetings that we were not made aware of before submitting our quotation, then our time, travel and direct costs will be charged for in addition.

- 11. Payments.**
- (a) Invoices may be submitted to the Employer at not less than monthly intervals for projects lasting more than 1 month.
 - (b) Invoices will be sent electronically. We have not allowed for courier costs if hard copies are required overseas. MSL shall be entitled to suspend work (with no penalty to ourselves) if any payment due from the Employer is not made on its due date. MSL shall be entitled to charge interest as per The Late Payment of Commercial Debts (Interest) Act 1998.
 - (c) Where instructed by an Agent 'on behalf of' a third party, then we shall require written instruction from the third party before release of the survey drawings / data. The agent must pass full details of our Quotation, Terms and Conditions to the third party.
 - (d) Payment to be made within 21 days of the date of the invoice.
- 12. Delays and re-mobilization.**
- Delays beyond our control shall be charged for in addition. Also, if we are required to re-mobilize to the site due to changes in the overall requirements, safety issues, access problems or other issues beyond our control, then the additional mobilization time and cost will be charged for in addition.
- 13. Copyright.**
- The copyright in and the legal and beneficial ownership of all data and material produced under the terms of this Contract, including intellectual property rights, shall vest solely in Merrett Survey Limited unless otherwise agreed in writing.
- 14. Replacement/Additional Data.**
- Additional sets of data not ordered at commissioning or replacement of lost data will be charged at a rate of £25 per A1 size paper drawing, £35 per A1 size film drawing and £45 per digital data file.
- 15. Force Majeure.**
- MSL will be released from all liability to the Employer if performance of the Work is unreasonably delayed or prevented by any cause whatsoever beyond MSL's control.
- 16. Governing Law.**
- The Contract shall be governed by and construed according to the Law of England.
- 17. Employment of Staff.**
- The Employer agrees not to make an offer of employment to any member of our staff for a period of 12 months from completion of the contract.
- 18. Complaints Handling Procedure (CHP).**
- We have in place a CHP which meets the RICS (Royal Institute of Chartered Surveyors-UK) regulatory requirements. Details of our procedure are available upon request.
- 19. Supplier Obligations.**
- As part of Merrett Survey's obligations to our own clients, and as an RICS Regulated company, Merrett Survey Limited is obliged to perform due diligence and evaluations of any supplier to Merrett Survey Limited as regards the following: Tax Evasion, Bribery, European General Data Protection Regulations, the Modern Slavery Act, Money Laundering and Terrorist Financing. Thus we may contact you for information about your business processes, and you need to notify us if:
- There has been, or you suspect there has been, any breach of data that could impact us or our clients.
 - There has been, or you suspect there has been, any attempt of bribery within your own supply chain.
 - There has been, or you suspect there has been, any attempt of tax evasion within your own supply chain.
 - You have any suspicions about any of your suppliers using slave labour in their business.
 - You have any suspicions about any of your suppliers laundering money or financing terrorism.
- 20. Data Protection and Privacy Notice**
- Our data privacy notice is available on request. In summary, we only retain your personal data in the form of e-mail addresses for the purposes of business communications, and we assume that by working with us you are content for us to keep this data. It is kept securely and we do not share it with anyone.