

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 Ltd, 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 (**the Client, 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.
4. Definitions are set out in Appendix A

Interpretation

5. 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.
6. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
7. Words imparting the singular number shall include the plural and vice versa.

Services

8. 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.
9. 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.
10. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.
11. 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 Services we will revert to the methods outlined in our logistics statement, to be considered alongside the specification checklist forming page 2 of our Quotation.
12. The Services will result in the production of certain outputs, including but not limited to drawings, models, reports, datasets, and related materials (collectively referred to as the "Deliverables"). The nature and format of the Deliverables will be as specified in the Quotation or as otherwise agreed in writing with the Client.

Your Obligations

13. 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.
14. If you do not comply with Clause 13, we can terminate the Services.
15. The Client shall provide safe, unimpeded access to all required survey areas during business hours. Survey areas must be cleared and safe for entry. Delays due to obstructions, third parties, or insufficient clearance may result in additional charges.
16. It is assumed that suitable parking for at least one vehicle will be made available on or adjacent to the site for the duration of the survey works. Where parking restrictions, permit requirements or the absence of suitable parking would prevent this, the Client must notify us in advance and make suitable alternative arrangements. Any additional costs incurred by the Company as a result of parking limitations (including parking fees, fines, or additional travel time) may be chargeable in addition to the Fees.
17. 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

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

Amendments Withdrawals and Cancellations

20. Quotations are valid for a period of 14 days from the date of issue. After this period, they may be subject to revision or re-quoting at our discretion.
21. We may withdraw, cancel, or amend a Quotation at any time prior to the commencement of the Services, including after acceptance, where in our reasonable opinion it is necessary to do so due to operational, technical, commercial, legal, or informational reasons. This includes, but is not limited to, circumstances where:
- Additional areas or scope of work are identified during the course of the survey which were not previously known or included within the original brief. This includes, in the case of underground surveys, instances where a greater volume or complexity of underground services is encountered than would normally be anticipated or has been indicated in the information provided (refer also to Clause 22);
 - Essential information required to perform the Services has not been provided;
 - There are material discrepancies in the information supplied by you; or
 - We are unable to obtain suitable access, or any necessary permissions or consents have not been secured.

We will endeavour to notify you in writing as soon as reasonably practicable of any such issues and will seek to resolve them in good faith, including by proposing amendments to the Quotation, prior to exercising our right to withdraw or cancel. No liability shall arise on our part for the withdrawal or cancellation of the Quotation under this Clause.

22. We may also withdraw, cancel, or amend a Quotation that has been accepted by you, where the Services have not commenced within 30 days of the Quotation date and no start date has been agreed, unless the Quotation has already been withdrawn.
23. If you cancel an order for any reason, a cancellation Fee of 40% of the Quotation value or £600 + VAT, whichever is the greater, will apply.
24. If an agreed site appointment is cancelled or re-arranged with less than 48 hours' notice, or if we attend site and are prevented from gaining access, or are unable to complete the survey due to access restrictions beyond our control, a minimum Stand-Down Charge will apply as follows: £600 + VAT per day for a single-person team, or £900 + VAT per day for a two-person team, plus any incurred expenses.
25. If, upon attendance at site, unforeseen conditions arise, including, but not limited to, high utility density, unmapped services, restricted or unsafe access, excessive vegetation, or inaccessible features, we reserve the right to revise our Fees and/or project timeframes accordingly. In such cases, work may be suspended pending written agreement of the necessary Variations.
26. If you wish to amend any details of the Services, you must inform us in writing as soon as possible. We will use reasonable endeavours to accommodate the requested changes, and any additional costs will be included in the Fees and invoiced accordingly.
27. If the scope of Services changes or additional work is required due to unforeseen circumstances or client instruction, we will issue a written Variation. Services may be paused until revised Fees and timeframes are agreed in writing.
28. Once the Services have commenced, we reserve the right to amend, suspend, or withdraw from the provision of the Services in whole or in part where:
- There is a material change in the scope or conditions under which the Services are being delivered;
 - We are unable to continue the Services due to reasons beyond our reasonable control, including but not limited to safety concerns, regulatory issues, or access restrictions;
 - You fail to provide further information or cooperation reasonably requested during the course of the Services.
- We will notify you in writing as soon as practicable of any such issue and, where possible, propose reasonable amendments to allow the Services to continue.
29. If we are required to cancel the Services in full, we shall be entitled to payment for all work carried out up to the cancellation date, including any applicable charges for disruption or additional costs incurred.

Payment

30. We reserve the right to require a deposit of up to 50% of the total quoted Fees in advance of commencing any Services. Where a deposit is required, this will be confirmed in writing. We are under no obligation to begin or schedule the Services until the deposit has been received in full and cleared funds.
31. We will invoice you for payment of the Fees either:
- a. when we have completed the Services; or
 - b. on the invoice dates set out in the Quotation.
32. You must pay the Fees due in accordance with the credit terms agreed between us.
33. Time for payment shall be of the essence of the Contract.
34. 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.

35. 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.
36. Receipts for payment will be issued by us only at your request.
37. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Tax Exemption

38. As specialists in topographical, building and drainage surveys Laser Surveys Ltd 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

39. All rights, title and interest in the Deliverables produced as part of the Services, including but not limited to drawings, models, data, and reports, remain the property of Laser Surveys Ltd at all times. You shall not be entitled to use, reproduce, rely on, or share any such Deliverables unless and until all Fees, charges, and applicable VAT due under the Contract have been paid in full and in accordance with the agreed payment terms. Intellectual property rights are retained by us and are further governed by Clause 41.

Use of Deliverables and Intellectual Property Licence

40. Upon receipt of full and cleared payment of all Fees and charges due under the Contract, we grant you a non-exclusive, non-transferable licence to use the Deliverables provided solely for the purpose for which they were commissioned. This licence does not include any right to copy, adapt, redistribute, or share the Deliverables with third parties without our prior written consent.
41. All intellectual property rights in the Deliverables remain vested in us. You may not use, reproduce, or rely upon any Deliverables until all outstanding amounts have been settled in full.

Data Retention and Claim Time Limit

42. Laser Surveys Ltd retains Survey Data 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.
43. Any claim related to a survey project conducted by Laser Surveys Ltd 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 the Services with Laser Surveys Ltd, the client acknowledges and agrees to the data retention policy and claim time limit as outlined in these terms and conditions.

Assignment

44. 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

45. 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

46. 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

47. 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.
48. 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 Conditions or the Quotation for:
- a. any indirect, special or consequential loss, damage, costs, or expenses or;
 - b. 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
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d. any losses caused directly or indirectly by any failure of your breach in relation to your obligations; or
 - e. 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.
49. 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.
50. 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

Force Majeure

51. 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

52. 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).
53. Notices shall be deemed to have been duly given:
- a. when delivered. If delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - b. when sent, if transmitted by email and a successful return receipt is generated;
 - c. on the fifth business day following mailing, if mailed by national ordinary mail;
54. 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

55. 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

56. 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

57. 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.

APPENDIX A — DEFINITIONS

For the purposes of these Terms and Conditions, the following definitions shall apply:

Laser Surveys Ltd / the Company / we / us	Laser Surveys Ltd, a company registered in England & Wales (Company No. 01890261), with its registered office at Open Space, Upper Interfields, Malvern, Worcestershire, WR14 1UT.
Client / you	The individual, company, partnership, local authority, or other entity purchasing the Services from Laser Surveys Ltd under the Contract.
Services	The professional surveying services to be provided by Laser Surveys Ltd, as detailed in the Quotation and agreed with the Client. These may include, but are not limited to: topographical surveys, measured building surveys, underground surveys, drainage surveys, and associated consultancy or data processing services.
Quotation	The written proposal issued by Laser Surveys Ltd to the Client detailing the scope of Services, applicable Fees, assumptions, specification, and delivery timeframe.
Contract	The legally binding agreement between Laser Surveys Ltd and the Client, comprising the Quotation and these Terms and Conditions.
Business Day	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Fees	The charges payable by the Client to Laser Surveys Ltd for the provision of the Services, as set out in the Quotation, exclusive of VAT and other applicable taxes.
Specification	Any technical, operational or procedural standards applicable to the Services, including those set out in the Quotation, the RICS specification (where applicable), and the Company's logistics statement.
Deliverables	The outputs produced by Laser Surveys Ltd in the course of delivering the Services, including but not limited to: drawings, models, reports, point cloud datasets, and associated documentation.
Intellectual Property Rights	All intellectual property rights in the Deliverables, including but not limited to copyright, database rights, design rights, trademarks, patents and know-how, which shall remain vested in Laser Surveys Ltd unless expressly licensed in accordance with these Terms and Conditions.
Retention of Title	The continuing ownership by Laser Surveys Ltd of all Deliverables until all Fees, VAT and other sums due under the Contract have been paid in full.
Variation	Any agreed change to the scope, Fees, Specification or timeframe of the Services, documented in writing between the Company and the Client.
Stand-Down Charge	A charge applied by Laser Surveys Ltd in accordance with these Terms and Conditions where a scheduled ` survey cannot proceed due to site access restrictions, late cancellation, or other Client-related factors.
Data Retention Period	The period of six (6) years following completion of the Services during which Laser Surveys Ltd will securely retain survey data (including raw point cloud data).
Claim Time Limit	The maximum period of six (6) years from completion of the Services within which the Client may bring claims in relation to the Services provided.
Force Majeure	An event or circumstance beyond the reasonable control of either party which prevents or delays performance of that party's obligations under the Contract.
Deposit	An advance payment of up to 50% of the Fees, where required by the Company, to be paid by the Client prior to commencement of the Services.
Tax Exemption	The Company's status as a professional services provider not classed as a contractor under the Construction Industry Scheme.