



# Standard Business Terms and Conditions

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1 DEFINITIONS AND INTERPRETATION

1.1 In these conditions the following words have the following meaning:

"Client"

the person, customer firm or company named on the Instrument/quotation/proposal as the client.

"Client Representative"

A person or organisation who the client has authorised to act on their behalf and has the authority to instruct us in all aspects of the works.

"Contract"

the agreement concluded between Grampian Survey Limited and the Client for the supply of our services, including these Terms and Conditions, all Specifications and other documents which are of relevance to the contract.

"Instruction"

the written document/purchase order/contract outlining the Client's request for the supply of our services.

"Price"

the agreed fee or price payable to Grampian Survey Limited by the Client for our Services.

"Quotation"

the written document(s) outlining the price for the services and/or work to be carried out by Grampian Survey Limited for and on behalf of the Client.

"Report"

the report, documentation or deliverable data produced by, or on behalf of Grampian Survey Limited, as part of the Services supplied under the Contract.

"Services"

the services to be supplied by Grampian Survey Limited and as described in the Instruction.

"Site"

the place where Services are to be undertaken by Grampian Survey Limited Ltd and specified in the Instruction.

"Work"

the surveying, mapping, setting out or any other services to be executed and all supporting drawings, reports, or other deliverables to be produced and supplied by Grampian Survey Limited in accordance with the specification and any additional work requested by the client under Clause 4.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking

account of any amendment, extension, application, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and, in the plural, include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2 APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3, these conditions shall apply to the Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply to the Contract).

2.2 No terms or conditions endorsed on, delivered with, or contained in the Client's request for services, confirmation of instruction, specification or other document shall form part of the Contract simply because of such document being referred to in the Contract.

2.3 These conditions apply to all Grampian Survey Limited's Services and any variation to these conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by Grampian Survey Limited. Without prejudice to condition 11.1, the Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Grampian Survey Limited which is not expressly set out in the Contract.

2.4 Each Instruction or acceptance of a quotation for the Services by the Client (or client's agent) from Grampian Survey Limited shall be deemed to be an offer by the Client to purchase the Services subject to these conditions. If no written instruction is received by the client, then the contract for provision of services shall be deemed to commence on our first shift on site.

2.5 No request for Services issued by the Client shall be deemed to be accepted by Grampian Survey Limited until a written acknowledgement of such request is issued by Grampian Survey Limited or (if earlier) when Grampian Survey Limited performs the Services.

2.6 The Client warrants and shall ensure that the terms of its Instruction and any applicable specification are true, complete, and accurate.

2.7 Any quotation is valid for a period of 60 days, but Grampian Survey Limited may withdraw it at any time. Any quotation is given on the basis



that no Contract shall come into existence until Grampian Survey Limited acknowledges the Instructions.

## 3 SERVICES

- 3.1 Grampian Survey Limited shall use reasonable skill and care in its performance of the Services which it will perform in a timely manner and in accordance with the Contract.
- 3.2 Unless otherwise agreed in writing by Grampian Survey Limited, the Work and provision of any Services shall be performed at the Site or at the offices of Grampian Survey Limited.

## 4 POWER TO VARY WORK

- 4.1 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 percent.
- 4.2 Where variations to the work would affect the total cost by more than 10 percent, the Price shall be renegotiated at the request of Grampian Survey Limited.

## 5 PRICE

- 5.1 Unless otherwise agreed by Grampian Survey Limited in writing, the Price shall be as set out within the Quotation.
- 5.2 Unless stated otherwise, the Price shall be exclusive of VAT which the Client shall pay in addition.
- 5.3 On larger projects (more than £10,000+VAT) Grampian Survey Limited reserves the right to charge interim amounts via invoices submitted monthly for completed works.

## 6 PAYMENT

- 6.1 Subject to condition 6.4, payment of the Price shall be in pounds sterling and become payable no later than 30 days following the date of the Grampian Survey Limited invoice.
- 6.2 No payment shall be deemed to have been received until Grampian Survey Limited has received cleared funds.
- 6.3 All payments payable to Grampian Survey Limited under the Contract shall become due immediately on its completion or termination despite any other provision.
- 6.4 Late payment of invoices shall be subject to the provisions as set out within the 'Late Payment of Commercial Debts (Interest) Act 1998' or as that act may be amended in the future.

As such Grampian Survey Limited shall charge 'Statutory Interest' over and above the Bank of England Base Lending Rate per month, daily on overdue accounts without further notice.

In addition to the statutory interest on the debt, Grampian Survey Limited shall charge a fixed sum on any amount due.

That sum shall be–

- (a) for a debt less than £1000, the sum of £40;
- (b) for a debt of £1000 or more, but less than £10,000, the sum of £70;
- (c) for a debt of £10,000 or more, the sum of £100.

Any further costs incurred by Grampian Survey Limited in relation to recovering the debt which are not met by the fixed sum, then Grampian Survey will also be entitled to claim sums equivalent to the difference between the fixed sum and these incurred costs.

- 6.5 The Client shall make all payments due under the Contract in full and without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Grampian Survey Limited to the Client.

## 7 HEALTH AND SAFETY

- 7.1 The Client shall ensure that the Site is safe and suitable for Grampian Survey Limited, its employees, and agents.
- 7.2 The Client shall comply with all statutory requirements as regards health and safety at work and any other relevant rules and regulations. The Client shall inform Grampian Survey Limited of all health and safety rules and regulations and any other reasonable security requirements that apply to the Site (or any part of it).

## 8 INTELLECTUAL PROPERTY

- 8.1 All intellectual property created or developed by the Client shall, for the avoidance of doubt, remain vested in the Client.
- 8.2 All intellectual property created or developed by Grampian Survey Limited or any employee, agent, or subcontractor of Grampian Survey Limited while supplying the Services shall remain vested in Grampian Survey Limited.
- 8.3 All other intellectual property owned or developed by Grampian Survey Limited non-exclusively for the Client and used while supplying the Services shall always belong to Grampian Survey Limited.



- 8.4 Upon receipt of payment for any and all amounts owing to us then the Client will be granted an irrevocable, royalty-free, non-exclusive, transferable licence to copy, use, and reproduce any and all design documents, drawings, calculations, and other similar design materials prepared by Grampian Survey Limited in connection with the Works for the purposes for which they were prepared.
- 8.5 Each party (the "indemnifier") shall indemnify and keep indemnified the other party (the "recipient") against, and hold it harmless from, all claims, liabilities, costs (including reasonable legal fees and disbursements) expenses, demands or damages brought or made against or incurred by the recipient pursuant to any claim by a third party that any intellectual property, information, material and/or data supplied by or on behalf of the indemnifier and used or processed by the recipient or any of its sub-contractors in connection with the Contract infringes the intellectual property of any third party.
- 9 **SITE ACCESS**
- 9.1 For the duration of the Contract, the Client grants Grampian Survey Limited, its employees, agents, and subcontractors a right of access to, and as necessary to occupy, the Site for the purposes of carrying out its obligations under the Contract.
- 9.2 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.
- 10 **SUB-CONTRACTORS**
- 10.1 Grampian Survey Limited may sub-contract the supply of the Services to a responsible and experienced subcontractor.
- 10.2 Where any Services are supplied by a sub-contractor Grampian Survey Limited shall be wholly responsible for the acts and omissions of such sub-contractor as though they were its own acts and omissions.
- 11 **SUSPENSION OF THE SERVICES**
- 11.1 Grampian Survey Limited shall be entitled to suspend performance of the Service if the Client is in breach of any of the provisions of the Contract or any other contract with Grampian Survey Limited.
- 11.2 Grampian Survey Limited shall be under no obligation to refund any part of the Price, or any other sums paid in advance in respect to
- the Services or additional services not provided during a period of suspension.
- 11.3 If the Client suspends or cancels the Services with an Instruction less within the time limit as outlined below, then the associated fees shall be applicable.
- 11.3.1 More than 24 hours –  
- any incurred costs for abortive works such as, but not limited to, any working and travel time, cancellation charges incurred for accommodation, traffic management arrangements, etc.
- 11.3.2 less than 24 hours  
- 50% of fees in addition to any incurred costs shall be applicable
- 11.4 Should Grampian Survey Limited be unable to enter, refused entry or safely enter a Site or complete work at a Site, post Instruction on a day and date that has been agreed with a client for whatever reason, Grampian Survey Limited has the right to charge 100% of the fees applicable.
- 11.5 In the event of the client failing to make payments by the due date, Grampian Survey Limited shall have the right to suspend any work until receipt of such payments and to receive payment for any additional cost arising from such suspension.
- 11.6 If the period of suspension shall exceed 14 days, then Grampian Survey Limited, on giving the Client 14 days' notice, may terminate the contract without prejudice to any of his other rights under the Contract and be entitled to the compensation for the work done to notification of cancellation together with a payment of 20 percent of the Price remaining.
- 12 **LIMITATIONS OF LIABILITY**
- 12.1 The following provisions of this condition 12 set out the entire financial liability of Grampian Survey Limited (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Client for any breach of contract and any representation, guarantee, warranty, indemnity, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 12.2 Nothing in the Contract excludes or limits the liability of Grampian Survey Limited in respect of:
- 12.2.1 Death or personal injury caused by its negligence,
- 12.2.2 Fraud or fraudulent misrepresentation; or



12.2.3	Any other liability that cannot be limited or excluded under law.		surges, network unavailability, equipment failures, virus attack, or any comparable circumstances.
12.3	Subject to Condition 12.2, Grampian Survey Limited shall not be liable to the Client whether in contract (whether by way of guarantee, warranty, and indemnity or otherwise), tort (including negligence), misrepresentation (other than fraudulent misrepresentation), and breach of statutory duty or otherwise in respect of the Contract for any:	14.2	If a Party to the Agreement cannot perform their obligations hereunder because of force majeure for a continuous period of more than 14 days, then the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall consider any prior contractual commitments entered into in reliance on the performance of the Agreement.
12.3.1	Indirect or consequential loss or damage,		
12.3.2	Loss of profit; or		
12.3.3	Loss of business or depletion of goodwill; however, caused which arises out of or in connection with the Contract.		
12.4	Subject to Condition 12.2 and without prejudice to Condition 12.3, Grampian Survey Limited's total liability in contract (whether by way of guarantee, warranty, indemnity or otherwise), tort (including negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise, arising from any single event, or series of connected events, in connection with the Contract shall be limited to £2 Million Pounds.	15	<b>GENERAL</b>
12.5	Grampian Survey Limited shall not be responsible for the insurance of Work installed in, by or on property under the control of the client.	15.1	Each right or remedy of Grampian Survey Limited under the Contract is without prejudice to any other right or remedy of Grampian Survey Limited whether under the Contract or not.
12.6	The provisions of this clause 12 shall survive the termination or expiry of the Contract for any reason.	15.2	If any provision of the Contract is found by any court, tribunal, or administrative body of competent authority to be wholly or partly illegal, invalid, void, voidable, unenforceable, or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable, and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
13	<b>ASSIGNMENT</b>	15.3	Failure or delay by Grampian Survey Limited in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
13.1	Grampian Survey Limited may assign the Contract or any part of it to any person, firm, or company.	15.4	Any waiver by Grampian Survey Limited of any breach of, or any default under, any provision of the Contract by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
13.2	The Client shall not be entitled to assign the Contract or any part of it without the prior written consent of Grampian Survey Limited.	15.5	The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
14	<b>FORCE MAJEURE</b>	15.6	The formation, existence, construction, performance, validity, and all aspects of the Contract shall be governed by Scots law and the parties submit to the exclusive authority of the Scottish courts.
14.1	Grampian Survey Limited shall not be liable, and reserves the right to defer the date of delivery or to cancel the Contract or reduce the Services, if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, failures in utility supply, supplier failures, systems interruption, power		



16 NOTICES

- 16.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 16.2 Notices shall be deemed to have been duly given:
- 16.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
  - 16.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
  - 16.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - 16.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party