

SURVEY & ENGINEERING SERVICES LTD - TERMS AND CONDITIONS OF BUSINESS

DEFINITIONS

“SESLTD” refers to Survey & Engineering Services Limited

“SERVICES” refers to the deliverables and services to be supplied to the client.

“CLIENT” refers to the person, firm or company requesting the Services.

“ORDER” refers to the written instruction, from the client, or on behalf of the client.

“SITE” refers to the location where the Services are to be carried out.

“CONTRACT” refers to the agreement for services between SES LTD and the Client.

“CONTRACT DOCUMENTS” refers to all documents related to the contract.

1. **“CONDITIONS APPLICABLE”** The following conditions shall apply to all contracts for the provision of services by SES LTD to the Client. SESLTD will take reasonable care to ensure the services / deliverables are clearly stated and agreed by SESLTD and the client, prior to the commencement of works on site.

2. **“RAISING INVOICES AND PAYMENT BY THE CLIENT”** i) Unless otherwise agreed in writing SES LTD shall raise invoices upon completion and/or dispatch of the services instructed by the Client.

ii) Unless otherwise agreed, in writing, the date for payment of the invoice by the Client shall be 30 days from the date of the invoice – at the latest.

iii) SES LTD shall be entitled to charge interest at 8% above the Bank of England base rate on any and all outstanding payments from the date that the remittance becomes due. Furthermore, SESLTD will be entitled to charge for all legal fees incurred for recovery of outstanding debts.

iv. SESLTD will be entitled to hold company directors and shareholders personally liable for outstanding debts.

3. **“VARIATIONS”** If any variation to the contract should be required, such variations shall be confirmed and agreed in writing between SESLTD and the client, prior to the commencement of any additional works.

4. **“TRANSFER OF TITLE”** Title, copywrite and licence(s) for deliverables, shall remain in the ownership of SES LTD until such time as the Client shall have paid to SES LTD all the monies due, as agreed in the contact.

5. **“LIMITATION OF LIABILITY”** The Client acknowledges that in the performance of its services SES LTD may rely on plans from utility companies and/or third-party drawings. SES LTD do not warrant the accuracy of such drawings.

6. **“CLIENTS LIABILITY”** The Client will be liable to reimburse SES LTD for any expense incurred caused by matters affecting the regular progress of the Services provided by SESLTD, including but not limited to the following:

i) SES LTD not having received, in due time, instructions, drawings or details from the Client or its agents.

ii) Failure of the Client to give, in due time, access to the Site

7. **“HEALTH AND SAFETY”** SES LTD shall comply with its Health & Safety procedures in accordance with statutory requirements and if requested, shall submit Method Statements and Risk Assessments to the Client.

ii) The Client shall comply with its obligations pursuant to all relevant Health & Safety legislation & CDM Regulations.

8. **“TERMINATION”** In the event of termination of the Contract, SES LTD is to be paid by the Client for all works completed and for other direct loss and expenses incurred as a result of the termination.

9. **“THIRD PARTY RIGHTS”** Nothing in the Contract shall confer any rights to any third party, unless agreed in writing.

10. **“GOVERNING LAW”** The Contract shall be governed by English law.