

THE MEON SURVEY PARTNERSHIP



TERMS & CONDITIONS

- A.
For the purpose of these Conditions of Contract, The Meon Survey Partnership Limited is referred to as "The Company".
- B.
The proposal is based upon information, plans, maps and reports supplied to the Company by the Client about site conditions, topography and climate. Should these prove to be incorrect, any delays thus caused may be subject to an additional claim.
- C.
Any delivery schedule submitted prior to the award of the contract is given in good faith at the time of submitting the offer and is subject to confirmation upon acceptance of the offer.
- D.
Where the Client is providing support to the survey parties, either by the provision of transport, labour, accommodation or by issue of data or information and this support is delayed or is not of the type or nature agreed, then any delays thus caused to the survey team(s) will be subject to charges at day rates currently applicable.
- E.
Information or data issued to the Company by the Client is assumed to have been verified before issue. The Company will not carry out any checks on the data unless specifically required to do so by the contract, any delays or rectification caused by the erroneous data will be charged for at day rates currently applicable.
- F.
Unless specified otherwise, all data, information, reports and plans will be issued according to the Company's standard format. Where the Client requires that his own layouts are used, examples of these should be provided before the start of the survey.
- G.
Where a proposal is made in terms of a unit rate, or where the nature and size of the survey requirement is specified, the quoted costs and durations are only applicable to that project. Should the quantity or nature of the survey be varied, then the unit rate(s) in the proposal may be subject to revision at the discretion of the company.
- H.
Where a survey is required to be undertaken in a different number of phases or to a differing time schedule to that stated then the survey proposal may be subject to revision at the discretion of the company.
- I.
The Client warrants that he has obtained permission of access to carry out the survey over all of the contract area(s).
- J.
The Company will at its own expense rectify any errors in the survey which are shown to be in excess of the tolerance stated in the specification. The Company shall not, however, be held responsible for any consequential loss, damage or delay arising from any work undertaken by it.
- No action or proceedings for any breach of this Agreement whether in contract or in tort or in delict or in negligence or for breach of statutory duty or otherwise shall be commenced against The Company after the expiry of 6 years from the date of the survey which is the limit of our warranty as indemnified by our Professional Indemnity Insurance.



K.

The prices quoted are for surveying the detail that exists at the time of the survey team(s) observations. Any development subsequent to this date will be added, if requested, and the cost of the extra work involved will be charged at a rate to be agreed.

L.

It has been assumed in calculating the quotations that delays will not be experienced by the survey team(s) due to weather, access on and to site, agreement with others on work completed or to be done, site clearance, demolition, obstructions to the survey by vegetation or buildings, other than that specifically allowed for and, therefore, stated as part of the proposal.

M.

The Company shall not be responsible for delays arising due to matters beyond its control.

N.

Any estimate of cost is based upon the assumption that the survey will be able to proceed in the most efficient and logical manner possible, allowance has not been made for any delays that may be experienced due to only small sections of the work being required, or that the work is ordered out of sequence, whether chronological or geographical.

The quotation allows for one set of hard copy drawings whether film or paper, extra sets can be supplied but will incur an additional charge.

O.

Any work in addition to that stated in the proposal, will require a written instruction to be issued to the survey team(s) the costs of which will either be at an agreed rate which will be stated in the instructions, or failing this based upon the team day rates for all time involved and for any delays incurred.

P.

Unless specifically stated to the contrary, it is assumed that the survey control markers and reference markers will consist of nails or steel rods in hard standing and wooden pegs in soft ground. Allowance has not been made for any costs involved in constructing markers or providing additional referencing or protection.

Q.

The Company shall use a reputable carrier for the delivery of data or plans with such items consigned to a suitable class of service. The Company, however, cannot be held liable for any loss, damage or delay, either to the data or plans or as a result of loss, damage or delay to the data or plans whilst in the care of the carrier. The delivery having been effected once the data is consigned to a reputable carrier for delivery to the Client.

R.

The copyright in the Plans shall remain vested in the Company who will grant an irrevocable royalty free licence for use by the Client for any purpose related to the Purpose once payment has been received in full. Such licence may not be transferred to a Third Party without written permission from the Company. The Company may provide Plans prior to the issue of an invoice, under a temporary licence arrangement. The Client shall not remove any markings identifying the Surveyor as the owner of the copyright.

S.

The Company reserves the right to alter the deployment of personnel or equipment on this contract at any time during its tenancy.



T.
The Client is responsible for obtaining from the appropriate Statutory Authority all necessary permits, licences, etc., for the Company's unit to undertake the survey and the Company agrees to give every assistance in the submission of the necessary applications.

U.
It shall be the Company's responsibility to insure against all risks of loss or damage to the records during transit and at all times during the course of carrying out the contract work save where data or plans have been passed to a reputable carrier.

V.
Any customs duties, sales or other taxes payable by the Company or its personnel in respect of the contract work or supply of materials etc, under contract, shall be recharged to the Client.

W.
Neither the Company nor the Client shall be responsible for failing to perform the obligation hereunder in the event that performance is delayed or frustrated by the following causes:
Act of God, war (whether declared or not), civil war, acts of terrorism, civil commotion riot, legal restraint, governmental or like interference, sabotage, strikes, lock-outs, labour trouble, flood, lightning, droughts, earthquake, fire, explosion, blight, epidemic disease, or any other event or circumstance beyond the control of the Company and/or Client.
In the event of this Contract being delayed or frustrated by any of the above causes then the Company shall be paid (a) in the case of delay any additional cost incurred by reason thereof or (b) in the case of frustration the cost of all work done up to the date of the frustrating event plus all legal and additional costs incurred directly attributable to the early termination of this agreement.

X.
Any dispute and/or differences of any kind whatever arising out of the contract which cannot be settled by mutual agreement between the parties shall be referred to an independent arbiter appointed by the President of the RICS.

Y.
The Company and the Client shall indemnify the other of them from and against any claims arising out of loss, damage, death and/or injury to their respective personnel, equipment and other property unless due to or directly arising from the negligence or wilful misconduct of the other of them or their personnel notwithstanding that the same are in the other's care custody and control.

Z.
Acceptance of the terms of the proposal shall be in writing by the Client to the Company and all invoices will be delivered to the Client and shall be payable within 15 days of such delivery, failing which if after 30 days it shall bear interest at 8 percent per annum above The Bank of England Bank base rate. This is in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, amended in 2002.

The Meon Survey Partnership Terms & Conditions - Revised April 2014

The Meon Survey Partnership Limited

Registered in England and Wales: 3435435

Campbell Park, Fernhurst Road, Milland, Liphook, Hampshire GU30 7LU.

Tel: 01428 741699

Email: info@meonsurvey.co.uk