

Standard terms and conditions of business.

- 1) These Terms apply to all services that you instruct us to provide and cannot be varied or amended except in writing and signed by both parties.
- 2) Client (referred to throughout as 'you') means the person, company, firm or other legal entity named in our Fee Quote.
- 3) We reserve the right to refuse to act for a client until (if at all) we have undertaken due diligence to fulfil our internal credit, money laundering and risk obligations.
- 4) Urban Surveying & Design (referred to as 'us' or 'we') means any of its staff, Directors or premises owned or controlled by Urban Surveying & Design.
- 5) Your Fee Quote forms an Agreement which becomes binding on the date of acceptance or on the date the work is commenced (with the client's approval), whichever is earlier.
- 6) Where these Terms of Business relate to more than one person, the liability is joint and several. Invoices are payable by you, regardless of any arrangement you may have with any third party.
- 7) Where you are a Limited Liability Company, we may require Director(s)/Controlling Shareholder(s) to guarantee your liabilities to us or provide a suitable security for payment. We reserve the right to suspend all work until satisfactory guarantees are provided.
- 8) We shall confirm that email correspondence from you is authority that you agree to such communications.
- 9) If you do wish to communicate with us by e-mail, by accepting these Terms you confirm that you understand the risks of doing so and you authorise us to act upon electronic instructions which have been transmitted (or appear to have been transmitted) by you.
- 10) We will endeavour to demonstrate compliance with the Building Regulations where necessary. It is the responsibility of engaged Approved Inspector or Local Authority Building Control providers to ensure the details and drawings supplied / requested and approved demonstrate compliance with Building Regulations in force at the time of application submission.

Fees

- 11) Invoices are due for payment on/or before 14 days from the date of the invoice.
- 12) Unless otherwise agreed in writing, we reserve the right to charge interest on overdue invoices at a rate of 1.5% per month from the date the invoice became overdue until payment is made and the account settled.
- 13) In matters where we need to make payments to third parties to cover expenses, we will ask for this payment upfront to prevent delays on your file.
- 14) It may be necessary as part of our work to instruct specialist consultants on your behalf. We will not do so before obtaining your authority. Once you have authorised us to instruct such specialist consultants you will be responsible for payment of their fees and matters relating to their performance.
- 15) Payment may be made either by cash, cheque or by bank transfer (BACS).
- 16) If we are required to issue proceedings to recover any fees or disbursements and we are successful in such proceedings, you agree that you will pay our legal costs of such proceedings even if the amount claimed is suitable for the small claims track.

Additional Work

- 17) If we are required to undertake additional work outside the agreed scope of the services agreed in your Fee Quote additional charges will be agreed by the parties.
- 18) We will endeavour to ensure you have one case handler on your file but from time to time we may need to co-work on your file.

Estimates

- 19) Any estimates of fees and disbursements are provided based on information you disclose to us. Such estimates are not therefore binding upon us if the information provided is in any way incomplete, misleading or wrong.

Termination & Abortive fees

- 20) The Agreement can be terminated by either party by giving two weeks written notice.
- 21) In the event of the Agreement being terminated prior to completion of a project, the remuneration inclusive of all disbursements and liabilities incurred for the purposes of the Agreement, up to and including the date of termination shall be invoiced to the client and payment shall be due within 14 days from the date of the final invoice and we reserve the right to retain paperwork/documents whilst there are still funds outstanding.

- 22) Threatening and/or abusive behaviour or violence towards our company, staff or agents will not be tolerated and we reserve the right to terminate any contract and withdraw services with immediate effect and obtain payment as per Clause 20.
- 23) We may decide to stop our service to you as a result of circumstances out of our control such as unpaid fees, conflict of interest, impossibility of performance, acts of nature, providing incorrect information which we have relied on, material breach of your obligations to us. We will give you reasonable notice that we intend to cease working for you. Should this occur then you are liable for our charges and expenses up to the point of us notifying you of our intentions.

VAT

- 24) The fees disbursements and expenses referred to in these Terms and in signed correspondence are all subject to the addition of VAT where applicable (and any other taxes whether UK or overseas which may arise). All fees will state VAT amounts, which is currently 20%.

Our property

- 24) In relation to any written report or advice prepared by us you agree that neither the whole nor any part of our report or advice or confidential information may be included in any published document, circular or statement or published in any way without our written approval prior to publication. Copyright in any reports, documents or other material provided to you by us shall remain our property at all times.

Money laundering compliance

- 25) We are required by law to comply with the Money Laundering Regulations 2007, which may include requesting that you provide us with documentary proof of identity, proof of address and/or proof of funding in relation to a particular transaction or instruction. You agree to comply with any such requests promptly.

Data protection

- 26) We will not disclose to any third party any personal data without your express authority to do so unless requested in accordance by agencies or for regulatory purposes mentioned in clause 25.

Rights of Third Parties

- 27) The contracts (Rights of Third Parties) Act 1999 will not apply to these Terms of Business or the client care letter unless stated otherwise.

Distance selling and contracts made at your home or place of work

- 28) If we do not meet with you, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply. This means you have the right to cancel your instructions to us within 14 days of receiving this document. You can cancel your instructions by notifying us in writing. If we have started work on your file, you may be charged for the work carried out up to the point of your cancellation instructions.

Complaint procedure

- 29) If for any reason you are dissatisfied with the service provided, you should first of all refer it to Scott Rigden MRICS at The Old Bakery, 22 Church Street, St Peters, Broadstairs, Kent CT10 2TT who will investigate and take appropriate action.
- 30) A full copy of our Complaints Procedure is available on request.

Limitation of liability

- 31) You agree not to bring any claim for any losses against any member, officer, director, employee or consultant of Urban Surveying & Design. You hereby agree that a staff member of Urban Surveying & Design does not have a personal duty of care to you and any claim for losses must be brought against the company - Urban Surveying & Design. It is agreed that any individual of Urban Surveying & Design may enforce this clause under the Contracts (Rights of Third Parties) Act 1999 but that these terms may be varied at any time without the need for them to consent.
- 32) We will not be liable in respect of any services outside the scope of our Fee Quote where it has been agreed to be performed by us. We will not be liable for any third party or in respect of any consequential losses or loss of profits.

- 33) Where any loss is suffered by you for which we and any other person are jointly and severally liable to you the loss recoverable by you from us shall be limited so as to be in proportion to our relative contribution to the overall fault.
- 34) The exclusions and limitations in this paragraph will not exclude or limit any liability for fraud or dishonesty or for liabilities which cannot lawfully be limited or excluded.
- 35) Where the Fee Quote is addressed to more than one client, the above limit of liability applies to the aggregate of all claims by all such clients and not separately to each client.

Indemnities

- 36) You agree to indemnify us against all costs, claims, charges and expenses which we shall incur by reason of (but not limited to):
 - (a) Use of any of our work for purposes other than those agreed by us.
 - (b) Misrepresentation by you or with your authority to third parties of advice given by us.
 - (c) Misrepresentation to third parties of the extent of our involvement in any particular project.
- 37) You undertake to indemnify us against all costs, claims, charges and expenses of whatever nature which may arise as a result of any such information proving to be inaccurate (whether wholly or in part) or incomplete.

Closing your file:

- 38) After completion of your matter and payment of our invoice, your file will be closed and stored in archive
- 39) Unless you instructed otherwise, we shall archive your file for 6yrs, after which you agree that we may destroy papers or documents.

Law and Jurisdiction

- 40) These terms of business are subject to the laws of England and Wales. Any dispute or legal issue shall be subject to the exclusive jurisdiction of the English Courts. Should a court rule that any clause within these Terms are invalid/unenforceable this will not affect the validity of the rest of the Terms, which will remain in force.