



MJ REES
Chartered land surveyors

MJ Rees and Company Ltd Standard Terms and Conditions

1. Definitions:

Wherever these words and expressions appear in these conditions they have the following meanings;

"We", "us" – means MJ Rees and Company limited.

"You", "your" – means the customer employing MJ Rees and Company limited.

"the services" – means any service provided by us to you as detailed.

"The data" - means the data and all other written materials produced by us and supplied to you to summarise and record the services provided by us to you.

"The site" - means all of the land or buildings to be surveyed or above or surrounding the area to which we require access for the provision of the services.

"The price"- means the quoted price or scale of charges applicable to the grade of each of our employees or agents engaged in providing the services, exclusive of special delivery charges and VAT.

"The delivery date" - means the estimated date of delivery of the services and the plans.

"Force Majeure"- means any circumstances beyond our control which prevent or delay the provision of the services or the plan.

The Employer' means the Organization awarding the Contract and responsible for paying The Contract Price.

2. Coverage

- a. These terms and conditions relate to all of the services provided by us to you, whether resulting from a written order by you or from any other instruction by you or by your agents or anyone who we may reasonably believe is acting for you, in relation to instructing us to provide the services.
- b. Any terms and conditions in the quotation will override these standard terms.

3. Sufficiency of quotation

- a. The quotation is based on information provided.
- b. The Employer warrants that it has provided all relevant information regarding the nature and scope of the Work, together with unusual site conditions which might influence and affect the price and also any matters which may influence a Health and Safety Risk Assessment.
- c. Prior to survey start; and where applicable; the employer **MUST** provide a suitable asbestos survey.
- d. If information regarding the site is provided after quotation this may affect costs and a new quotation will be provided.

4. Instruction

- a. We shall not be obliged to commence work until a formal order has been received from the Employer. This can take the form of a purchase order number or document.
- b. Alternatively, the client will sign our document: " client order form".
- c. If the party who shall make payment of our invoice is not the party instructing the work, then we require a written order from the party responsible for payment.

5. Copyright

- a. Copyright and the legal and beneficial ownership of all data and material produced under the terms of this Contract, including intellectual property rights, shall vest solely in M J Rees unless otherwise agreed in writing. This includes method statements, specifications and operational planning work.
- b. Copyright of the data supplied remains with M. J. Rees and Company Ltd until full payment has been received.
- c. Upon payment of all fees, M J Rees and Company Limited grants the client a royalty free non-exclusive license to use the data supplied according to paragraph 08c.
- d. Sub-licenses/letters of reliance can be granted up to 2 in number.

6. Programme

- a. We will use their best endeavours to complete the Work in accordance with the agreed delivery programme. However, completion dates are only estimates and may be affected by causes beyond our control.
- b. Delivery dates may be subject to weather conditions.

7. Validity of quotation

- a. The quotation will remain valid for a period of 90 days from the date of issue unless stated otherwise in the quotation.

8. Standards

- a. The standard of work will be that of reasonable skill and care in line with most professional indemnity insurance policies.
- b. All aspects of the work will meet the requirements of our quality management, environmental management and health and safety systems which are accredited to ISO 9001:2015, ISO 14001:2004 and ISO 45001 respectively.
- c. The accuracy of the surveys and the plans supplied shall not extend beyond the specified scale of graphical mapping, digitised data or any other measure of accuracy specified by us for the services and we are exempt from all liability for damage caused directly or indirectly to you or to third parties arising from the use of the services or plans for purposes beyond the specified accuracy.
- d. Although reasonable skill and care would be taken in the location of buried services due to the nature of this work the extent and accuracy of the results cannot be guaranteed.
- e. In the event that you believe that any of the surveys or the plans contain errors or require rectification you shall inform us within 60 days of the services being performed and the plans delivered. We shall bear the cost of any additional work required to remedy any such errors, but if we find that there are no errors or

rectification required, you will discharge our reasonable professional fees for all work undertaken in dealing with the claimed errors and the checking of all the services and the plans.

- f. If on being checked by us the Work returned by the Employer for correction is found to have been within the standards specified, the additional costs of the checking shall be payable by the Employer.

9. Variation of scope

- a. The Employer, at their discretion, may vary the Work either in the form, quality or quantity, provided the total cost of the Contract is not affected by more than 10%. Such variations shall be valued at the rates set out in the Contract where applicable or failing this at new rates to be agreed between the parties. Where variations to the Work would affect the total cost by more than 10%, the Contract Price shall be renegotiated at the request of M J Rees.

10. Cancellation

- a. You may not cancel our engagement to provide the services without our agreement. Cancellation costs will be payable and vary according to the stage of the project:
 - i. Prior to any field work – administration costs plus any fees already paid (such as section 50 licences).
 - ii. Once field work has started – all costs up to the date of cancellation PLUS the fee for the upcoming work limited by the following:
 - iii. For night work – if cancelled more than 72 hours ahead – 0% of the fee is payable.
 - iv. For night work – if cancelled between 48 and 72 hours – 50% of the fee is payable.
 - v. For night work – if cancelled less than 48 hours – 100% of the fee is payable.
 - vi. For day work – if cancelled more than 48 hours – 0% of the fee is payable.
 - vii. For day work – if cancelled between 24 and 48 hours – 50% of the fee is payable.
 - viii. For day work – if cancelled less than 24 hours – 100% of the fee is payable.
- b. Please refer to the quotation for project specific charges.

11. Training

- a. Staff will be appropriately trained for the task identified.
- b. If the work requires any additional safety training or medicals in advance of the work, then the time and travel and direct costs for this will be charged for in addition to our quoted fees. Likewise, if we are required to attend any meetings that we were not made aware of before submitting our quotation, then our time, travel and direct costs will be charged for in addition.

12. Force Majeure

- a. We will be released from all liability to the Employer if performance of the Work is unreasonably delayed or prevented by any cause whatsoever beyond MSL's control, for example changes in Government regulations on Covid-19.
- b. Additional costs may be incurred if we are subject to delays beyond our control.

13. Access

- a. The quotation and programme are based on free and unobstructed access to site at all times. You will make known to us all relevant information concerning the site and arrange for access to the site and reimburse any costs incurred in our gaining access to the site. You will ensure that we have full and unfettered access to the site for all purposes connected with the provision of the services including return visits.
- b. if we are required to re-mobilize to the site due to changes in the overall requirements, safety issues, access problems, fragmented and inefficient arrangements, clearance of obstacles, foliage or other issues beyond our control, then the additional work for a return visit plus mobilization time and cost will be charged for in addition
- c. For areas of restricted access due to health and safety, asbestos, height, environment or any other risk that is beyond our control the survey data will be appropriately qualified.

14. Permissions

- a. Responsibilities for acquiring the necessary permissions will be set out in the quotation if not already identified in the client instruction.
- b. It is the client's responsibility to liaise with local authority's Environmental teams for permission to carry out work at night.

15. Employment of staff

- a. The Employer agrees not to make an offer of employment to any member of our staff for a period of 12 months from completion of the contract.
- b. We will ensure all staff have a right to work in the UK.

16. Payment

- a. Payment terms are 30 days from date of invoice. Unless otherwise stated in the quotation.
- b. Where sub-contractors are used, we would issue an invoice for the subcontractor costs on completion of each stage of the field work unless otherwise stated in the quotation.
- c. For projects lasting one month or longer, invoices will be issued at monthly intervals.
- d. Invoices will be sent electronically.
- e. We reserve the right to charge interest at 8% above bank base rate plus reasonably recoverable costs if payment terms are not met.
- f. Payment accepted in Sterling (GBP) UK Pounds. Any charges for payment transfers are to be paid by the customer.

17. Insurance

- a. The Company shall hold or effect policies of Insurance to cover Public Liability, Employers Liability, Professional Indemnity. Copies of insurance certificates are available on request.

- b. We hold PII cover is for £5,000,000 for any one claim (save in respect of asbestos and pollution related claims).
- c. Our overall liability will not exceed the sum of £5m.
- d. The cover extends to 6 years from completion of the survey.
- e. Our liability shall be limited to a fair and reasonable proportion of any overall loss bearing in mind each consultants relative contribution to the project.

18. Supplier obligations

- a. As part of statutory requirements, our obligations to our clients and as an RICS regulated company we will comply with Tax, Bribery, GDPR, the Modern Slavery Act, Money Laundering and Terrorist Financing legislation.

19. Data Protection

- a. Our data privacy notice is available on request. In summary, we only retain your personal data in the form of e-mail addresses for the purposes of business communications, and we assume that by working with us you are content for us to keep this data. It is kept securely, and we do not share it with anyone.

20. Regulation

- a. M. J. Rees and Company Ltd is regulated by RICS.

21. Governing law

- a. The contract shall be governed by the law of England and Wales.