

LDS Terms and Conditions of Contract for the supply of Land Surveying and Site Engineering Services

General: On the placing of an order with Land Development Services Ltd. (LDS) the Client shall be bound by these Terms and Conditions (Terms) and no variation shall be valid unless in writing and signed by LDS. The Terms should be read in conjunction with the Guidelines contained in the RICS publication: 'Terms and Conditions of Contract for Land Surveying Services'. The Contract shall be governed by and construed in accordance with the laws and Courts of England. In these Terms the following words and expressions shall have the following meanings:

The 'Company' means Land Development Services Ltd. and includes the Company's successors and permitted assigns;

The 'Client' means the person or organisation awarding the Contract. An Agent acting for a Third Party shall be deemed to be the Client unless written instructions are received from the Third Party. For this reason and for reasons of their professional indemnity, Agents are therefore advised to ensure that the Third Party signs and returns letters of instruction.

The 'Contract Price' means the agreed fee or scale of charges for the Work, subject to such alterations as may be made under the provisions hereinafter contained;

The 'Contract' means the agreement concluded between the Client and the Company, including these Terms, all Specifications and other documents which are relevant to the Contract;

The 'Work' means the surveying, mapping, setting out or any other service to be executed and all supporting Plans to be produced and supplied by the Company in accordance with the Specification and includes any additional work requested by the Client under the clause 'Variations' below.

The 'Purpose' means the use for the Work as stated in the Contract;

The 'Data' means the drawings, digital data, photographs, co-ordinate lists, reports or any other supporting documentation to be supplied as products of the Work.

Prices: Quoted prices are open to acceptance for up to 30 days from the date of the quotation or estimate at the figure quoted. Any work carried out additional to that specified in the relevant quotation or order shall be charged.

Commencement: The Company shall not be obliged to commence the Work until requested in writing to do so by the Client.

Acceptance of Terms and Conditions: Acceptance to this quotation (verbal or written) for the Work, acceptance of the Company's presence on site or acceptance or use of the Data shall be deemed to be acceptance of these Terms. Following acceptance, the Client shall not cancel the contract without compensating the Company for work done to time of cancellation together with a payment of 20 per cent of the Contract Price remaining.

Client's Terms and Conditions: Where the Client has its own Terms, often included on an official order, then those Terms should be made known to the Company at quotation stage or these Terms shall prevail. The Client shall provide the Company with all known relevant facts to execute the Work and arrange access where appropriate. Any changes to the Specification shown in this quotation should be notified to the Company prior to acceptance of this quotation. The Company reserves the rights to alter the Contract Price to take account of any changes to the Specification.

Nature and Scope of the Survey Work: The Client warrants that all relevant information has been provided regarding the nature and scope of the Work and any unusual conditions which may apply. If, having arrived on site, the Company considers that the site does not correspond with the description provided (e.g. in terms of area, site conditions, or other factor affecting the survey etc.) he will endeavour to contact the Client from site to seek instructions. LDS reserves the right to charge for such variations or reasonable expenses incurred if the survey is abandoned, calculated using the rates below.

Payment: Our standard terms of payment are strictly 14 days net from date of invoice. The Company accepts payment by bank transfer or cheque. A fee of £25 per incident will be charged for any dishonoured payments. Interest shall be due on all overdue payments from the Client to the Company in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 at the rate of 8% above the base rate as set from time to time by HSBC Bank plc, until such payment in full is received by the Company. Payment for the Work will not be effected until receipt of cleared funds in the Company's account. Where payment is referred to a Third Party, this shall not relieve the Client from responsibility under these Terms without prejudice to the Company's right to recover the debt from the Third Party.

Variations: Where LDS is engaged on an hourly rate basis; additional work is undertaken; or access to the site is denied or delayed etc then the following rates will apply, unless agreed otherwise in writing.

Minimum Site Hours Fee (for Setting Out or Topographic Survey)	£125 plus VAT (travel and office work charged in addition)
Hourly rate for Surveyor (travelling) – inclusive of motoring costs	£50 plus VAT (junior surveyor @ £30/hr)
Hourly rate for Surveyor (field work)	£50 plus VAT (junior surveyor @ £30/hr)
Hourly rate for office work	£50 plus VAT
Overnight Stay and subsistence for Surveyor	Minimum £50 per night

Completion and Final Acceptance: Completion and final acceptance shall be effected once the Work has been completed and all Data detailed in the Specification delivered to the Client or his Consultants. Refusal to accept delivery shall not prevent the Company from treating the Contract as fulfilled and invoices will be issued accordingly. The Client shall, within 30 days of receipt of the final issue of Data under the Contract, notify the Company in writing of any discrepancies, errors or omissions requiring correction. In the absence of any such written notification all outstanding amounts will become due. If, on being checked by the Company, such work is found to be within the standards specified then the costs incurred by the Company in checking shall be payable by the Client.

Late Delivery: Whilst the Company will use its best endeavours to complete the Work in accordance with the Client's requirements, the Company will not be liable for any consequences of late delivery howsoever caused.

Sub-contracting: The Company may sub-contract all or part of the Work, whilst accepting full responsibility for the Work as if it had not been sub-contracted.

Survey of Features: Unless otherwise agreed in writing, the following features will be surveyed as described below:

Inspection covers for underground services will not generally be lifted and their probable identity determined where possible from their appearance or markings on the cover only. Where our instructions include for the lifting of foul and surface water drainage manholes then all readily accessible and visible manholes will be lifted. If manholes cannot be readily lifted, we will attempt to do so with hand-held tools. If after 5 minutes we are unable to lift a cover by such means then it shall be recorded as 'UTL' (Unable To Lift). Our surveyors operate alone as one-man teams; if heavy manholes are to be lifted then we must be advised beforehand so that we can arrange for an assistant to be available. Any drain sizes and directions indicated on the drawings will be indicative as determined by surface inspection only. No testing or tracing of drains by other means will be undertaken. Manholes in the highway will not generally be lifted. If the client requires manhole covers in the highway to be lifted then he must obtain consent from the Highways Authority.

Trees. Unless otherwise agreed, the canopy spread of trees as shown on our drawings will be indicative only showing a 'circular' crown representation. Tree canopies are generally irregular and/or lopsided but this will not be indicated on the drawings. Where it is agreed that 'accurate canopies' will be surveyed, the canopy of isolated trees will be surveyed by recording points where accessible under the 'drip-line'; where tree canopies overlap, the 'drip-line' of the group of trees will be surveyed. The definitive identification of trees is a specialist field and is outside the scope of this survey. Any identification of trees which we provide is our 'layman's opinion' only. Trees obscured by dense undergrowth etc. and any woodland will be shown by the vegetation line only. Tree stem diameters will be estimated (i.e. not recorded precisely)

Kerbs. Levels along edges of roads will be provided in the channel. Top of kerb levels and road markings will only be provided when stipulated in the Contract.

Buildings. Building heights (e.g. ridge/eaves) and elevations where to be surveyed will be carried out using reflectorless instruments and the accuracy of such readings is dependant on quality of sightlines available from ground level, materials etc.

Entry onto Private Property, Means of Access and Health & Safety: Where it is necessary for the Company to have access onto private property the Client will be responsible for obtaining any necessary permissions. The Client will also furnish the Company with a list of occupiers and any letters of identification which may be needed. Where ladders, scaffolding or other means of access are required to undertake survey work then the Client must provide safe means of access including all necessary harnesses and other safety equipment.

Accuracy of Survey: Unless otherwise agreed, Topographic Surveys will be carried out to an accuracy consistent with a presentation scale of 1:200; Building Floor Plan Surveys and Building Elevation Surveys will be carried out to an accuracy consistent with a presentation scale of 1:100. Dimensions interrogated from the digital survey drawings for features of 'hard detail' will be within the tolerance associated with the scales stated above. Where detail is inaccessible for accurate survey (e.g. obscured by undergrowth) then these accuracy standards will not apply. No liability for accuracy shall extend beyond the specified presentation scale. Drawings plotted on paper, tracing or film will be subject to some additional and inevitable plotting error (see HP website for typical plotting tolerances). Dimensions should always therefore be measured from the digital drawing file rather than from a 'hard copy'.

Insurance: The Company shall hold or effect policies of insurance to cover Public Liability for not less than £1M, Employer's Liability for not less than £10M and Professional Indemnity with cover to be in compliance with the regulations laid down for the time being by the RICS. The Company shall not be responsible for the insurance of Work installed in or on property under the control of the Client. The Company shall not be liable for any inaccuracy of the Plans beyond the specified scale or accuracy, or for any matters resulting from their use for purposes other than that stated in the Contract. No liability shall attach to the Company in respect of any consequential loss or damage suffered by the Client due to the Company making errors in carrying out the Work or providing incomplete Data under the Terms of the Contract.

Copyright: 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 the written agreement of 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 Company as the owner of the Copyright.

Confidentiality: The Client and Company will respect mutual confidentiality in all aspects of the Contract

Quality of Service: Your satisfaction is of paramount importance to us and if at anytime you would like to discuss with us how our service to you could be improved or if you are dissatisfied with the service that you are receiving please let us know. We undertake to look into any complaint carefully and promptly. A copy of our complaints procedure is available on request. The RICS sets a minimum standard of complaints handling, as laid out in its Professional Conduct – Rules of Conduct and Disciplinary Procedures. If the complaint cannot be resolved internally by the firm then the matter must go to final resolution by a third party.