

## KND SURVEYS LIMITED – Terms and Conditions

1. In these terms and conditions the following words and expressions have the following meanings: -

'SURVEYOR'	means KND Surveys Limited
'CLIENT'	means the person, firm, company or organisation that issues the instruction.
'CONTRACT'	means the agreement between Surveyor and the Client, along with any relevant specifications, drawings and other documents supplied by the client or their consultants and includes these terms and conditions.
'FEE'	means the agreed fee payable to the Surveyor by the Client for completing the work detailed in the Contract and as detailed in the Surveyor's fee proposal.
'INSTRUCTION'	means the written acceptance by the Client of the Surveyors fee for carrying out the work agreed in the Contract.
'PURPOSE'	means the use that the Client will make of the work as specified in the Contract.

2. Unless otherwise agreed the Surveyor will have been satisfied as to the extent, nature and use of the work in order to have prepared the Fee.
3. Unless otherwise mutually agreed the Surveyor shall not commence the work until a written instruction has been received from the Client. Once the Surveyor has commenced work any cancellation by the Client will require the Client compensating the Surveyor in full for the work done up to the point of notification of the cancellation together with a payment of 25 per cent of the remaining balance of the Fee.
4. The Surveyor shall carry out and complete the work in accordance with the Specification and subject to the delivery date agreed. Deliverables will have been deemed to have been delivered when delivered either to the client or, in accordance with the Client's instruction, to their appointed Consultant or Consultants.
5. The Work shall be completed in accordance with the agreed programme or within such time as may be otherwise agreed with the Client.
6. Work which the Client reasonably considers fails to meet the standards contained in the Specification shall be returned to the Surveyor within 28 days of receipt for correction at the Surveyor's own expense. If, after having been checked by the Surveyor, such work is found to comply with the standard specified then the costs incurred by the Surveyor in carrying out the checking shall be payable by the Client.
7. Following the Client issuing an instruction to commence work and the Surveyor commencing any variation of extent, accuracy or specification shall be subject to the Surveyor being able to reasonably vary the fee or delivery date originally agreed.
8. The Surveyor may sub-contract part of the work, but shall accept full responsibility for the work as if it had been carried out by the Surveyor.
9. Where it is necessary for the Surveyor to have access on to private property the client shall be responsible for obtaining any necessary permissions and informing of the affected parties.
10. Terms of payment will be those detailed in the Surveyors Fee Proposal and as agreed at the time of instruction by the Client.
11. The Surveyor shall hold policies of insurance to cover Public Liability, Employers Liability and Professional Indemnity
12. The Surveyor 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 anything other than the purpose originally stated by the Client. No liability shall attach to the Surveyor in respect of any consequential loss or damages offered by the Client.
16. The copyright in the Plans shall remain the Surveyor's 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 Surveyor and if granted will be subject to a fee. The Surveyor may provide Plans prior to the issue of an invoice, under a temporary licence agreement.
17. The Surveyor shall respect any confidential documentation or information relating to the Work and make no unauthorised disclosure or use thereof.
18. The Contract shall be governed by and construed according to the law of the Country of Domicile of the party introducing these Conditions into the Contract.