

LAND SURVEY

terms & conditions

LAND SURVEY TERMS & CONDITIONS

1. For the purpose of these Conditions of Contract, Chanton Group Plc is referred to as 'The Company'.
2. This proposal is valid for a period of 1 month unless stated otherwise.
3. 50% of the site works total will be charged in the event of a confirmed project booking being cancelled within 48 hours of the agreed start date
4. 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 delay thus caused may be subject to additional costs.
5. 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.
6. Where the Client is providing support to the survey parties, either by provision of transport, labour, accommodation or by the issue of data 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 specified day rates.
7. 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 caused by erroneous data will be charged for at our day rates.
8. Information provided to our Surveyors at the time of the survey will be assumed correct and verified. The Company will not be held liable for any damages incurred from supplied information.
9. 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.
10. 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 of the survey be varied, then the unit rate(s) in the proposal may be subject to revision.
11. Where a survey is required to be undertaken in a different number of phases or to a different time schedule to that stated in the proposal, there may be a revision necessary in the quoted prices.
12. The Client warrants that he has obtained permission of access to carry out the survey over all of the contract area(s).

**Over 40 years expertise in
the construction industry.**



Chanton Group plc.

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Registered in England No: 02566769

13. The Client shall report any errors or omissions to the Company within one calendar month from receipt of the completed survey. The Company will then, at its own expense, rectify any omissions or 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 after this time.
14. 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.
15. 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 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.
16. The Company shall not be responsible for delays arising due to matters beyond its control.
17. Any estimate of cost is based upon the assumption that the surveyor will be granted free and unhindered access to all areas of the works and 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 restricted access, or only small sections of the work being required, or that the work is ordered out of sequence, whether chronological or geographical.
18. 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.
19. Unless specifically stated to the contrary, it is assumed that the survey control markers will consist of pipe nails or steel rods in hard standing and cairns or wooden pegs in soft ground. Allowance has not been made for any costs involved in construction markers or providing additional referencing or protection.
20. 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 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.
21. The Company retains the Copyright of all maps, plans, reports, and data produced under this contract unless otherwise stated.
22. The Company reserves the right to alter the deployment of personnel or equipment on this contract at any time during its tenancy.

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SURVEY RECRUITMENT HIRE



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23. The Client is responsible for obtaining from the appropriate Government Department 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.
24. 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.
25. Any customs duties, sales or other taxes payable by the Company or its personnel in respect of the contract work or supplied materials, etc. under contract shall be recharged to The Client.
26. The Company shall not 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, civil commotion riot, legal restraint, Governmental or like interference, sabotage, strikes, lock-outs, labour trouble (all except for those caused by The Company), 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 additional costs incurred directly attributable to the early termination of this agreement.

27. Any dispute and/or differences of any kind whatever arising out of the contract which cannot be settled by two arbitrators (one being appointed by each party) shall be referred to an umpire to be agreed upon by the arbitrators. Any such arbitration shall be deemed to be a reference to arbitration under the provision of the Arbitration Act 1950 or any statutory modifications thereof.
28. 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 others' care custody and control.
29. The Client accepts the terms of this proposal unless notified in writing and authorised by a Director of the Company; all invoices will be delivered to The Client. All invoices shall be payable upon receipt. A Finance Charge of 8% per month will be assessed on all overdue account.

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