

GEOSIGHT Ltd. Terms and Conditions

Definitions

In these Terms and Conditions, the following words and expressions shall have the following meanings: "Client" means the person or organisation awarding the Contract. "Company" means GEOSIGHT Ltd and includes the Company's successors and permitted assigns. "Contract" means the agreement concluded between the Client and the Company, comprising the Letter, the quote attached thereto and these Terms. "Deliverables" means all drawings, digital data, photographs, co-ordinate lists, reports, or any other documentation (including material in electronic form) provided by the Company to the Client. "Letter" means the Letter of Instruction addressed to the Client containing the estimate attached thereto which accompanies these Terms. "Services" means the services and Deliverables to be provided by the Company as described in the Letter. "Terms" means these Terms and Conditions

1 The Company's Obligations

- (i) The Company shall provide the Services described in the Letter and exercise reasonable skill and care in the performance of the Services.
- (ii) The Company shall use reasonable endeavours to perform the Services in accordance with any programme set out in the Letter.
- (iii) The Company shall inform the Client if it considers any change or instruction from the Client is outside the scope of the Services and will cause a change to the programme and/or change to the level of fees or expenses.

2 The Client's Obligations

- (ii) The Client shall pay the Company for the performance of the Services the fees and expenses set out in the Letter.
- (ii) The Client shall supply the Company with all necessary and relevant data and information in its possession or in the possession of any of its contractors or advisors and with all instructions, decisions, consents, permissions or approvals in good time and shall co-operate with the Company so as to avoid delay to the performance of the Services. The Client shall also supply any equipment set out in the Letter.
- (iii) The Client shall make an additional payment to the Company if the Company has to carry out additional work and/or suffers delay or disruption in the performance of the Services for reasons beyond the Company's control, including instructions or decisions by or on behalf of the Client and including any changes to the scope of work. The additional payment shall be calculated on the basis set out in the Letter.

3 Fees

- (i) You will receive a cost estimate at the outset of our Services in our Letter. This cannot be an accurate figure (unless it is a fixed fee) but will be our best estimate given the information known at that time.
- (ii) Our charges will be calculated based on the time actually spent by the surveyors and other staff in respect of any Services which they do on your behalf. This will include meetings with you and others relevant to your case, reading and working on papers, correspondence with you and other parties (including by email or fax), preparation of any documents or drawings, reviewing your file from time to time to check on progress, and time spent travelling away from the office when necessary.
- (iii) Time is charged by the quarter hour. Some Services may be charged to you as a fixed fee and this will be made clear in the Letter. Expenses will be included where known, otherwise they will be included separately, and all will be subject to VAT at the prevailing rate.
- (iv) The hourly rates are set out in the Letter of Instruction. VAT will be added at the rate that applies when the work is billed.
- (v) GEOSIGHT reviews its rates annually, you will be informed if this change affects your Services.

4 Payment

The Client shall pay the Company in the following manner:

- (i) The Company shall submit invoices at the time or times set out in the Letter
- (ii) Invoices shall be paid by the Client within **14 days** of submission of the invoice
- (iii) Interest shall be paid on amounts remaining unpaid at a daily rate of 4% over the dealing rate of the Bank of England, current at the date the payment becomes overdue (Late Payment of Commercial Debts (Interest) 1998)
- (iv) The Client shall pay a charge of £25 if any payment is dishonoured
- (v) There is no charge for the first arrears letter we send. A charge of £20 per letter will be made for any further letters.
- (vi) All sums due under this Contract are exclusive of VAT which shall be paid in addition unless otherwise stated.

5 Liability and Insurance

- (i) Notwithstanding anything to the contrary contained in this Contract the total liability of the Company under or in connection with this Contract whether in contract, tort, negligence, breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in aggregate the sum set out in the Letter.
- (ii) No action or proceedings under or in respect of this Contract shall be commenced against the Company after the expiry of six years from the date of the completion of the Services, which date shall not replace or override any earlier statutory limitation period.
- (iii) The Company shall maintain public liability and professional indemnity insurance in the amounts and for the length of time sufficient to cover its liabilities under this Contract provided always in either case that such insurances are available at commercially reasonable rates and subject to all exceptions, exclusions, and limitations to the scope of cover that are commonly included in such insurances at the time the insurances are taken out or renewed as the case may be.
- (iv) As and when reasonably requested to do so by the Client, the Company shall produce for inspection broker's certificates to show that the insurance cover required by Clause 4(iii) is being maintained.

6 Copyright, Licences and Confidentiality

- (i) The copyright in all Deliverables remains vested in the Company. The Client shall have a licence to copy and use the Deliverables for the purposes for which they were provided, and the Company shall not be liable for their use by any person for any purpose other than that for which they were provided. If the Client is in default of payment of any amount under this Contract the Company may revoke the licence granted by giving seven days' notice.
- (ii) Neither party shall disclose to any other person any private or confidential information concerning the business of the other party unless authorised by that party or if disclosed to either party's professional advisors or insurers or as required or permitted by law.

7 Termination

- (i) The Client may terminate the appointment of the Company in the event of a breach of this Contract or if the Consultant becomes insolvent by giving two weeks' notice and the Company may terminate this Contract in the same manner if the same circumstances arise in relation to the Client. In the event of any such termination the Client shall pay the Company a fair and reasonable amount of fees due under this Contract commensurate with the services performed to the date of termination and any outstanding expenses.
- (ii) If the Company encounters unusual or unforeseen conditions at the site where the Services are to be carried out or if circumstances arise for which the Company is not responsible and which the Company considers make it irresponsible to continue to perform any or all of the Services the Company may terminate the performance of the Services by giving one week's notice and in such an event the Client shall pay the Company for the fees accrued and the expenses incurred during the performance of the Services to the date of such termination.
- (iii) Termination of the Company's appointment under this Contract shall not prejudice the accrued rights of either party.

8 General

- (i) Neither party may assign or transfer any benefit or obligation under this Contract without the prior written consent of the other party. The Company shall be entitled to sub-contract all or part of the Services.
- (ii) Nothing in this Contract confers or purports to confer on any third party any benefit or any right pursuant to the Contracts (Rights of Third Parties) Act 1996 or any other applicable law or statute to enforce any term of this Contract.
- (iii) This Contract shall be governed by and construed in accordance with the laws of England.

9 Notices

Any notice under this Contract shall be in writing, shall be sent to the address shown in the Letter and shall take effect when it has been received by the Client or the Company as the case may be. It may be in any form, including electronic, provided that a permanent record exists. Any such notice shall be assumed to have been received within two days of issue.

10 Disputes and Differences

- (i) The parties shall attempt in good faith to settle any dispute by mediation
- (ii) Where this Contract is a construction contract within the meaning of the Act any dispute shall be referred to adjudication in accordance with the CIC Model Adjudication Procedure current at the time of the referral.

Reviewed: April 2023