

XP Surveys Ltd Terms and Conditions

1. INTRODUCTION

XP Surveys Limited [1320511] (“We”) were invited by the Agent and the Client (via the Agent) - both of who agree to be jointly and severally liable hereon - to provide a cost estimate to carry out the services set out in our quote above.

Please Note: It is the joint and several responsibility of the Client and the Agent under the Health and Safety at Work Act 1974, to advise of any known hazards that could pose a danger to our staff within the specified work area.

2. COMPANY OVERVIEW.

XP Surveys Limited is a provider of measured building and topographical surveys.

3. SCOPE OF SERVICE

1. Attend site during normal office hours, or out of hours as required. Additional costs will be applied for out of hours working.
2. Record measurements and information with reference to the information set out above.
3. Complete the site survey and output in PDF and .DWG format as a minimum (3D BIM output also available on request), representing all of the information outlined above.
4. Quality Control checks carried out on the drawing to ensure accuracy, completeness of information.
5. Supply client with survey to RICS Standards

4. QUALIFICATIONS

1. Access will be required to all parts of the site during the site measurement process period. If access to any area is unavailable, it will be excluded from the survey and a surcharge may be applied to revisit the site. We have not included arranging access and this will need to be done by the Client. By accepting this quotation, you confirm that access is freely available and clear from obstructions.
2. We will not be providing any Ordnance Survey mapping information unless requested at an additional cost. Costs for OS Map output in .DWG starts from £40 +VAT.
3. It is assumed that access will be free moving and available during normal office hours. If any areas are restricted during office hours, a surcharge may need to be applied. Staff shall spend no more than 10 minutes attempting to gain access to an area.
4. Our personnel will not enter any areas which are thought to be dangerous or believed to contain hazardous or deleterious substances or materials. This will be brought to the attention of the Client if found.
5. Our staff will not access any roof tops unless it is safe to do so, nor work at heights without correct safety equipment. As this quote has been produced without a site visit, if it is found that there are no guard rails / barriers or walls of at least 1.1m in height, staff shall not work on the roof. If the roof is required and there are no guards / walls present, we will notify the client that it is unsafe to survey (in our absolute discretion), and that additional charges will be applied for the hire and use of fall protection equipment. The client will then be given the option to have the roof surveyed with additional costs, or not at all.
6. Loft spaces will not be accessed (if required) unless they are fully boarded out.
7. Due to access restrictions, some information may be difficult to capture at high levels, this information will be generalised or estimated (if possible) and noted on the drawing.
8. It is assumed that there is no construction / demolitions works or the like, taking place on site that will create dust, vibrations or obstructions to the survey. It is also assumed that any buildings to be surveyed are not covered in scaffolding or netting. If doors or windows are boarded up then this detail may not be shown on the elevations unless it can be removed prior to survey.
9. The survey shall be non-intrusive. Information contained in any voids shall not be captured to avoid disturbing any dangerous substances.
10. As per RICS Measurement Guidance (3rd Edition) our surveys are accurate to +-25mm
11. No underground service tracing will be undertaken.
12. Site staff may need to use hand held cutting tools to access overgrown areas (at our discretion). No trees will be cut down.
13. However, it is assumed that the site is not overgrown. Overgrown areas shall be excluded and lines drawn around the undergrowth. Professional clearance may be required at an additional cost if the area is too overgrown.
14. Where surveying farm land, it is assumed that there are no crops growing in the field and our surveyors can walk across with no restrictions.

15. Permanent reference marks will be left externally on site (in some occasions). These will be in the form of pegs or nails, which will be flush to the ground and of no danger.
16. Manholes in the roads shall not be lifted (if lifting them is part of the spec) due to safety reasons. If this information is required, traffic management can be arranged at an additional cost. Heavy manhole covers may require specialist lifting equipment. When lifting manholes generally, staff shall spend no more than 10 minutes attempting to lift a manhole cover, after which it is deemed to be 'unable to lift'.
17. Trees shall be identified on site by our surveyors, where possible. Our surveyors have a basic knowledge of trees and will do their best to estimate the species however; this information will need to be verified by an arboriculturalist if an accurate identification is required, at the client's cost.
18. If the survey is required in 3D format (contains 'Z' values) some information will be sent to -99 due to the way it is captured. Such things include tree canopies, building faces, overhead buildings, overhead cables etc.
19. It has been assumed that there are no site inductions or off site health and safety packs to read, if so, this could incur additional charges to cover our time to undertake such inductions or paperwork.
20. At the time of writing this proposal, there was no boundary dispute. XP Surveys Limited will not get involved with any boundary dispute either now or in the future.

5. HEALTH AND SAFETY

General site rules are outlined below:

1. PPE – Our staff will adhere to site health and safety rules and wear protective footwear and clothing along with high visibility wear where deemed necessary.
2. Services – The survey works will not include breaking the ground. Therefore there is no risk to services.
3. Environment – There are no environmental constraints to be considered, no noise, dust, or waste will be created or left on site.
4. Manual Handling – We will avoid hazardous manual handling operations so far as reasonably practicable and assess any hazardous manual handling operations that cannot be avoided to reduce the risk of injury.
5. Manhole covers will be lifted using the correct equipment to prevent any strains. All staff will receive Manual handling training.
6. Public - Our staff will not set up any equipment where it could potentially pose a risk to pedestrians. The tripod legs are to be kept tight together and set up at the sides of pathways or out of pedestrian or vehicular traffic ways.
7. When transporting equipment, Our staff will not carry tripods over their shoulders with legs extended to avoid hitting people, vehicles or other obstructions and causing damage or injury.
8. When lone working is required, we operate a check-in policy with the head office.
9. Our surveyor will not enter any area believed to contain harmful, deleterious or carcinogenic material under any circumstances and will be excluded from the survey.
10. Any area considered dangerous by the surveyor will be excluded from the survey.
11. Our staff shall not work at any heights unless it has been properly planned, supervised and carried out by competent people with the skills, knowledge and experience to do the job, this will include the right type of equipment for working at height safety.
12. Our staff will not operate any machinery or move any obstructing vehicles.
13. Our staff will not enter any confined spaces
14. Our staff will not work near deep water unless Identification of hazards, assessment of risks, designing a safe system of work, ensuring the workforce are properly trained, equipped and supervised, and having appropriate procedures in place.
15. Our staff will avoid the plant on site at all costs and make aware of their position at all times.
16. All site operatives hold CSCS cards and have undergone the CITB Operatives Test. New employees are trained and tested following successful completion of their 3 month probation period.
17. Client to ring the office on 0333 335 5085 for any queries

6. TERMS AND CONDITIONS

1. Please read this proposal ("the Proposal") carefully, in particular the Qualifications. It is valid for a period of 30 days from the date on the front cover ("the Acceptance Period"). If there is any contradiction between these terms and conditions and anything in the Fee Proposal, the latter will prevail
2. It is based upon information, plans, maps and reports supplied to us ("the Brief") about conditions, topography and climate at the place where we are to carry out the work ("the Site") . Should these prove to be incorrect, we reserve the right to amend our quotation and/or any delays caused may be subject to an additional claim at the Hourly Rate or Daily Rate below as appropriate.

3. Expressions such as a;
 - 3.1. "We/ us/ our" refer to XP Surveys Limited, a company registered in England and Wales under company number 13205141; having its registered office at 52b Bernard Street, St. Albans, England, AL3 5QN; tel: 0333 335 5085 ; e: info@xpsurveys.co.uk; www.xpsurveys.co.uk; VAT no. 3886387 28
 - 3.2. "You/ your" refers to you, and if you are an agent for a client, any client of yours, on behalf of whom you are acting ("the Client"). If you are an agent, you warrant that you have the authority of your client to agree these terms and conditions and that the Client and Agent are jointly and severally responsible hereon

If you are a consumer (meaning an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession) and you have entered into a contract with us either at a distance or off our premises, then you may have a right to cancel as outlined in the Schedule hereto.

7. FEES

1. Unless agreed elsewhere to the contrary and subject to provisions below, you will pay our 50% of our fees (plus VAT) immediately upon instruction of the survey, before the site visit takes place. You will pay the remaining 50% balance upon completion of drawings, within 7 days after our VAT invoice. DWG files will not be released until all outstanding payments are made.

The fees include:

- 1.1. A consideration by us of the best methodology ("Methodology") to achieve the final data required and any reconsideration of this in the light of circumstances
- 1.2. All travelling to and from site (save in relation to keys below) and materials
- 1.3. The supply to you of the survey data in the format(s) agreed
- 1.4. The supply of data on the standard datum and coordinate system as specified by ourselves. If you require a specific datum or coordinate system it must be supplied before the work begins.

8. PAYMENT

1. Notwithstanding anything above, we may issue an invoice at any time e.g.
 - 1.1. Before we start work if we decide not to give you credit
 - 1.2. After we have done the work and as a condition of issuing the survey or other output of our work
 - 1.3. At the end of each stage, if the work is to be done in stages
 - 1.4. If you delay or cancel the work
 - 1.5. After a Reconsideration Event
2. You will pay us as soon as possible but in any case by the Latest Payment Date. If you do not pay us by then, you agree to pay
 - 2.1. 5% interest and charges as prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 whether or not you are a business customer
 - 2.2. Any legal fees incurred in our collecting - on an indemnity basis
3. We will not be held responsible for any consequential delay in your development or planning application for the same nor for the costs of any such persons in dealing with such surrender or any action once we release Intellectual Property Rights

9. FAILED ACCESS

It occasionally happens that we lose a day's work because a client:

- Is unable to give us access at all on the day as was arranged.
- Has a tenant in the property who will not allow us access.
- Has not made adequate arrangements for us to access the property.
- We have been issued the wrong keys or codes.
- The property or work area is found to be unsafe (in our absolute discretion).

In these circumstances you will pay us by way of liquidated damages for the time lost an amount equal to **£350.00 +VAT**.

10. CANCELLATION

If you cancel a booking, then liquidated damages equal to the following percentages of the Daily Rate per team cancelled depending upon the number of clear days notice you give. Daily Rate being £350 +VAT.

Clear days notice	%
0-2 (0-48 hour)	100
3-4	50
5-7	20

Information about the exercise of the right to cancel

1. You have the right to cancel this contract within 14 days without giving any reason.
2. The cancellation period will expire after 14 days from the day of the conclusion of the contract
3. To exercise the right to cancel, you must inform us XP Surveys Limited (a company registered in England and Wales under company number 13205141; having its registered office at 52B Bernard Street, St Albans, England AL3 5QN; Tel: 0333 335 5085; email info@xpsurveys.co.uk; web: www.xpsurveys.co.uk) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, or e-mail).
4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. Effects of cancellation
5. If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
6. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract
7. If you have made a request to begin the performance of services, you have no right to cancel after the services have been completed.
8. Further Information. If you are in any doubt as to the effect of the Regulations, including whether they apply to you, please contact us or obtain independent advice.

11. COMPLAINTS

Complaints should be directed to the XP Surveys office on 0333 335 5085 or info@xpsurveys.co.uk in the first instance. In the event that You are alleging that our work is defective in some way or that we are in breach of contract, You will give Us the opportunity for not less than 30 days following such allegation, to cure such defect or breach (if such is capable of being cured)

12. COOKIE/PRIVACY POLICY

XP Surveys Ltd takes your privacy very seriously.

This Privacy Notice provides information required under data protection legislation, which comprises the (EU) 2016/679 ('General Data Protection Regulation') and Data Protection Act 2018.

Who we are

XP Surveys is a supplier of Measured Building and Topographical Surveys (predominantly). When processing your personal information we are defined as the 'controller' under the data protection legislation.

Our contact details are:

- XP Surveys Ltd, The Old Bakery, 12-14 Hart Street, Henley-on-Thames, Oxfordshire, RG9 2AU
- info@xpsurveys.co.uk
- 0333 335 5085

Why we process your data

This privacy notice is for potential, actual or prior customers of XP Surveys Ltd.

In summary, we process personal data for the following purposes:

- To respond to enquiries about products and services
- To send you service-related messages
- To undertake direct marketing
- To measure and report statistics about user interactions on our website
- To improve the effectiveness of online advertising

To perform certain functions within our business it may be necessary for us to share your information with other recipients who support us in providing you or your organisation with our services. We keep this sharing to a minimum and on an as necessary basis.

Your data protection rights

You have the right to contact us and request access to your information, have it rectified or erased, restrict the processing of your data or to object its processing, as well as the right to data portability.

If you have an issue regarding the processing of your data then we hope that we can address any concerns you may have. However, you also have the right to lodge a complaint with the Information Commissioner's Office (ICO) at www.ico.org.uk

Your right to withdraw consent

You can withdraw consent at any time. If you would like to withdraw, please email us at info@xpsurveys.co.uk

Receiving marketing from us

From time-to-time we may reach out to you by phone, email or post to provide you with information about our services and products. If that's not something you want then let us know at info@xpsurveys.co.uk.

Automatic decision-making

We do carry out automated processing as detailed under the Legislation.

In line with the practice of many websites, we use tools to understand where our site visitors have come from, their characteristics and their online behaviour by virtue of you accessing our site. This helps us to determine how best to offer services and products to website visitors and clients.

How we use personal data

Where we process your personal information for legitimate interests this means that we assessed that we have a legitimate interest in the processing for the stated purpose, that the processing is necessary for this purpose and we have not infringed upon your interests, rights or freedoms.

PURPOSE: To respond to enquiries about products and services

- DATA PROCESSED: Name, phone, email, address and postcode
- USE OF DATA: To contact you by phone, email or post
- LAWFUL BASIS OF PROCESSING: Legitimate interest

- DATA SHARING: Internal teams
- RETENTION PERIOD: 12 months

PURPOSE: To send you service-related messages

- DATA PROCESSED: Name, phone number, email address, postal address
- USE OF DATA: Where you use our services, we may need to contact you to inform you about changes to that service or changes to programmes.
- LAWFUL BASIS OF PROCESSING: Legitimate interest
- DATA SHARING: Internal teams
- RETENTION PERIOD: 6 years

PURPOSE: To undertake direct marketing

- DATA PROCESSED: Name, phone, email, address and postcode
- USE OF DATA: Where you are a client, to contact you by phone, SMS, email or post.
- LAWFUL BASIS OF PROCESSING: Legitimate interest
- DATA SHARING: Internal teams
- RETENTION PERIOD: 24 months

PURPOSE: To measure and report statistics about user interactions on our website

- DATA PROCESSED: First-party cookies – IP address and on-site/app activities
- USE OF DATA: Where you are a user of the website, to understand how you use the website and whether improvements need to be made in specific areas
- LAWFUL BASIS OF PROCESSING: Legitimate interest
- DATA SHARING: Analytics provider
- RETENTION PERIOD: 12 months

PURPOSE: To improve the effectiveness of online advertising

- DATA PROCESSED: Advertising identifiers – cookie information
- USE OF DATA: Where you are a user of the website, to understand marketing effectiveness
- LAWFUL BASIS OF PROCESSING: Legitimate interest
- DATA SHARING: Analytics provider
- RETENTION PERIOD: 12 months

Our Cookie Policy

Cookies and how we use them

This website does issue 'cookies', however, these do not contain personal information. XP Surveys Ltd does not share this data with third parties. You can disable cookies by altering the settings of your browser and the website will still function. We operate an implied consent policy. This means that we assume that if you visit the website with your browser set to accept cookies that you are happy with their usage. If you are not happy you should not use the site or delete these cookies at the end of your visit.

What are cookies?

Cookies are small text files that are transferred by a website to your browser directory. They help the website identify your browser or device. They perform different tasks on a website, and certain aspects of the website will not function correctly without them.

Cookies used on our website

Google Analytics is used to gather information about users, how they found and navigated the site, as well as facts about which browsers they have used. The data gathered by this cookie is anonymous and is used to enhance the usability of the website.