

### **Conditions of Contract**

1. For the purpose of these Conditions of Contract, Lane & Frankham Limited is referred to as "The Company".
2. This proposal is valid for a period of 3 months unless stated otherwise.
3. 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 delays thus caused may be subject to an additional claim.
4. 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.
5. Where the Client is providing support to the survey parties, either by the provision of transport, labour, accommodation or by issue of data or 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 day rates currently applicable.
6. 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 or rectification caused by the erroneous data will be charged for at day rates currently applicable.
7. 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.
8. 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 or nature of the survey be varied, then the unit rate(s) in the proposal may be subject to revision at the discretion of the company.
9. Where a survey is required to be undertaken in a different number of phases or to a differing time schedule to that stated then the survey proposal may be subject to revision at the discretion of the company.
10. The Client warrants that he has obtained permission of access to carry out the survey over all of the contract area(s).
11. The Company will at its own expense rectify any 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.

#### **Lane & Frankham Limited**

London  
3<sup>rd</sup> Floor, Baird House  
15-17 St Cross Street  
London  
EC1N 8UW  
020 3714 3063

Stevenage  
Suite 237, Second Floor  
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Hertfordshire SG1 2NG  
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[www.laneandfrankham.com](http://www.laneandfrankham.com)  
[info@laneandfrankham.com](mailto:info@laneandfrankham.com)

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020 8309 7777

12. 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.

13. 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 completed or 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.

14. The Company shall not be responsible for delays arising due to matters beyond its control.

15. Any estimate of cost is based upon the assumption that the survey will 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 only small sections of the work being required, or that the work is ordered out of sequence, whether chronological or geographical.

16. 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.

17. Unless specifically stated to the contrary, it is assumed that the survey control markers and reference markers will consist of nails or steel rods in hard standing and wooden pegs in soft ground. Allowance has not been made for any costs involved in constructing markers or providing additional referencing or protection.

18. 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 or as a result of loss, damage or delay 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.

19. The Company retains the Copyright of all maps, plans, method statements, reports and data produced under this contract unless otherwise stated. The Client agrees to indemnify the Company in respect of all and any breach or breaches of the Company's copyright or intellectual property rights in relation to this Contract.

20. The Company reserves the right to alter the deployment of personnel or equipment on this contract at any time during its tenancy.

21. The Client is responsible for obtaining from the appropriate Statutory Authority 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.

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22. 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.

23. Any customs duties, sales or other taxes payable by the Company or its personnel in respect of the contract work or supply of materials etc, under contract, shall be recharged to the Client.

24. Neither the Company nor the Client shall 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, acts of terrorism, civil commotion riot, legal restraint, governmental or like interference, sabotage, strikes, lock-outs, labour trouble, 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 and additional costs incurred directly attributable to the early termination of this agreement.

25. Any dispute and/or differences of any kind whatever arising out of the contract which cannot be settled by mutual agreement between the parties shall be referred to an independent arbiter appointed by the President of the RICS.

26. The Company and the Client shall be liable to 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 due to the negligent acts, omissions or defaults or other party and their employees and/or contractors and/or agents, provided such loss, damage, death and /or injury is legally enforceable, reasonably foreseeable and fully mitigated.

27. Acceptance of the terms of the proposal shall be in writing by the Client to the Company and all invoices will be delivered to the Client and shall be payable within 15 days of such delivery failing which it shall bear interest at 4 per centum per annum above Barclays Bank PLC base rate for the time being.

For instructions for values of up to £1000, excluding VAT, payment may be required on acceptance of order or prior to delivery. The Company reserve the right to increase this value, at any time, at their discretion.

## **Health and Safety Policy Statement**

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*The following is a summary of our Health and Safety Policy*

*"We" means any employee or representative of Lane & Frankham Limited.*

*"Site" means any place where Lane & Frankham Limited have been requested to carry out survey work.*

*We will carry out survey measurements only where it is safe to do so. We will always use best endeavours to protect our staff and members of the public from any risks associated with working on site.*

*We will assess the general safety and security of the site on first arrival. We reserve the right to refuse to enter a site that does not meet the required standards until appropriate safety measures are in place, or the hazard has been removed.*

*All known site hazards should be brought to our attention prior to our submitting a fee proposal. We reserve the right to request additional fees if unforeseen hazards are encountered on site.*

*We reserve the right to refuse to work where there is a danger from hypodermic needles, excessive noise, polluted atmospheres, bird droppings, rats, hazardous substances, asbestos, live and unsecured services or any other risk. Where there is a suspected risk of Asbestos Containing Materials, we may request details of the Asbestos Survey for the site.*

*We will work in extreme weather conditions only where it is safe to do so.*

*We will obey all site specific health and safety policies and site induction procedures where necessary.*

*We will work in areas where it is possible to fall two metres or more only if suitable safety rails are in place. Where we are unable to access a roof or high area for safety reasons, we will endeavour to carry out our survey using remote methods, but cannot guarantee the completeness of the survey.*

*We will only use ladders for access purposes. We will not attempt to carry heavy or bulky items of equipment on a ladder, and may require the use of a hoist. We will check the condition of ladders and scaffold towers prior to use and reserve the right to refuse to use faulty equipment.*

*We reserve the right to request additional fees for traffic management where deemed necessary, and where not specified in our original quotation.*

*We reserve the right to refuse to work where the presence of vagrants, squatters, animals, aggressive or disaffected occupants poses a threat to the safety of our staff.*

*We will work in plant rooms, machine rooms and construction environments only when it is safe and when authorised to do so.*

*We reserve the right to refuse to work on sites where structures are deemed to be unsound.*

*We reserve the right to request additional fees to cover the cost of providing adequate lighting for safe working where necessary.*

*We will only enter confined spaces if we are made aware of their presence at the time of quotation, and we agree to provide specially trained staff and equipment for this purpose.*

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