

SUBVISION SURVEYS LTD
TERMS AND CONDITIONS FOR THE SUPPLY OF
SURVEYING, MAPPING, DRAINAGE AND RELATED
SERVICES

These Terms and Conditions (together with any Quotation, Order Confirmation, Statement of Work and any Schedules) set out the terms on which Subvision Surveys Ltd supplies the Services to its Clients. These Terms apply to both B2B and B2C transactions. Where provisions apply only to Consumers or Business Clients, this is stated. ***Nothing in these Terms affects the statutory rights of a Consumer.***

All provisions relating specifically to Consumer Clients appear in bold italics throughout these Terms.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

“Acceptance” means the Client’s acceptance of a Quotation in accordance with Clause 3, whether by written confirmation, electronic communication, verbal instruction confirmed in writing, or by conduct including permitting the Supplier to commence the Services or to enter the Site;

“Applicable Law” means all laws, statutes, regulations and orders in force in England and Wales, including retained EU law, the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Health and Safety at Work etc. Act 1974, the Construction (Design and Management) Regulations 2015, the New Roads and Street Works Act 1991, the Highways Act 1980, the Confined Spaces Regulations 1997, the Work at Height Regulations 2005, the Air Navigation Order 2016, PAS128, BS 5837, the Wildlife and Countryside Act 1981, the UK General Data Protection Regulation and the Data Protection Act 2018 (in each case as amended including by the Data (Use and Access) Act 2025), and any amendment, replacement or successor of any of the foregoing;

“Authorised User” means any individual nominated by the Client and authorised by the Supplier to receive Survey Data on behalf of the Client;

“Business Client” means a Client acting for purposes relating to that Client’s trade, business, craft or profession, and who is not a Consumer;

“Business Day” means any day other than a Saturday, Sunday or public holiday in England and Wales;

“CAA” means the United Kingdom Civil Aviation Authority or any successor regulatory authority;

“Cancellation Charge” means the charge payable by the Client upon cancellation of the Services in accordance with Clause 11, determined by reference to the notice period given and costs already incurred by the Supplier;

“Cancellation Period” means in respect of a Consumer who has entered into a Distance Contract, the period of fourteen (14) calendar days beginning on the day after the Distance Contract is entered into, during which the Consumer may cancel in accordance with the Distance Selling Regulations;

“CCTV” means closed circuit television and includes any video, photographic or imaging device used by the Supplier in carrying out the Services, including drainage inspection cameras, push rod cameras, crawler cameras, sonde tracking equipment and associated recording media;

“CDM Regulations” means the Construction (Design and Management) Regulations 2015;

“Charges” means the charges payable by the Client for the Services, as set out in the Quotation, Order Confirmation, or as otherwise agreed in writing, and as may be varied under these Terms;

“Client” means the person, firm, company or other legal entity who engages the Supplier to provide the Services, including both Business Clients and Consumers;

“Commencement Date” means the date on which the Supplier commences the Services or attends the Site, as specified in the Quotation or Order Confirmation;

“Confidential Information” means all information disclosed by one party to the other in connection with these Terms or the Services which is marked as confidential or ought reasonably to be considered confidential, including trade secrets, technical data, business plans, pricing, client lists, survey methodologies, working drawings, draft survey results and any sensitive information about the Site or its occupants, but excluding information which is publicly available through no fault of the receiving party, was already lawfully held by the receiving party, is independently developed, or is required to be disclosed by law;

“Consumer” means an individual acting for purposes wholly or mainly outside that individual’s trade, business, craft or profession, within the meaning of the Consumer Rights Act 2015;

“Contract” means the contract between the Supplier and Client for the Services, formed under Clause 3, comprising these Terms, the Quotation, the Order Confirmation and any Schedules or Statements of Work;

“Deliverables” means the survey reports, drawings, plans, electronic data files, video recordings, photographs, 3D models, BIM models, point clouds, GIS data, raw data, CAD files, PDF outputs and any other tangible or intangible outputs produced by the Supplier in performing the Services;

“Distance Contract” means a contract concluded between the Supplier and a Consumer without simultaneous physical presence, using one or more means of distance communication, within the meaning of the Distance Selling Regulations;

“Distance Selling Regulations” means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

“Drainage Repairs” means physical remedial works to drainage systems performed by the Supplier, including patch repairs, lining, jetting (cleansing), unblocking, excavation and replacement of pipework, manhole repairs and any associated reinstatement;

“Drone” means any unmanned aircraft system or remotely piloted aircraft system operated by the Supplier in performing the Services, including any associated camera, LiDAR, photogrammetry or sensor payload, as further defined in the Air Navigation Order 2016;

“Equipment” means any and all surveying, mapping, scanning, detection, inspection, drainage, drone, photographic and ancillary equipment provided by the Supplier in connection with the Services, including GPS, total stations, theodolites, levels, ground penetrating radar, electromagnetic locators, sondes, CCTV cameras, jetting units, drones, laser scanners, total positioning systems and associated software, vehicles and tools;

“Ferro Scanning” means the use of electromagnetic, ground penetrating radar or other non-destructive scanning techniques to detect, locate and map reinforcement (rebar), conduits, post-tensioning cables, voids and other features within concrete, masonry or other structures;

“Force Majeure Event” means any event beyond the reasonable control of either party, including acts of God, fire, flood, storm, epidemic, pandemic, war, terrorism, civil unrest, strike, industrial action, governmental action, power failure, severe adverse weather rendering Services unsafe, no-fly restrictions imposed by the CAA, suspension of access to the

Site by any third party, and any other unforeseeable or unpreventable event;

“GPR” means ground penetrating radar and any successor or analogous non-destructive subsurface imaging technology;

“Ground Conditions” means the condition, composition, bearing capacity, moisture content, mineral content, magnetic interference and suitability of the ground or supporting structure at or near the Site, including access routes, surface materials, sub-surface materials, the presence of voids and the presence of conductive, ferrous or non-detectable utilities;

“Insolvency Event” means any of: (a) a winding-up resolution or petition; (b) appointment of an administrator, receiver, liquidator or similar officer; (c) a voluntary arrangement or scheme of arrangement; (d) entering into a composition with creditors; (e) inability to pay debts under s.123 Insolvency Act 1986; (f) any analogous event in any jurisdiction; or (g) in respect of an individual, bankruptcy;

“Intellectual Property Rights” means all patents, copyright, trade marks, domain names, rights in designs, database rights, moral rights, rights in Confidential Information, rights in know-how and any other intellectual property rights, whether registered or unregistered, including all applications and renewals;

“Method Statement” means a written document describing how a particular Service is to be carried out safely, identifying hazards, listing control measures and providing instructions;

“Minimum Charge” means the minimum charge for any single engagement as specified in the Quotation or Order Confirmation, or in the absence of such specification, a half-day-rate charge at the Supplier's prevailing rate;

“Order Confirmation” means written confirmation from the Supplier confirming the booking, setting out the Commencement Date, estimated duration, Charges, the type and scope of Services, the deliverable specification (including PAS128 quality level where applicable) and any Special Conditions;

“Overtime Charges” means additional charges payable by the Client for any time worked by the Supplier's personnel in excess of the standard hours included in the Quotation, including work performed outside Working Hours, on weekends or public holidays, calculated at the rates specified in the Quotation, Order Confirmation, or the Supplier's prevailing rate card;

“PAS128” means PAS128:2022 (Specification for Underground Utility Detection, Verification and Location) published by the British Standards Institution, as amended or replaced from time to time;

“PAS128 Quality Level” means the quality level (D, C, B or A, as further defined in PAS128) at which a utility detection survey is carried out, with Quality Level D being a desktop study only, Quality Level C being a site reconnaissance, Quality Level B being a geophysical (non-destructive) detection survey and Quality Level A being verification by trial hole or other physical means;

“Pilot” means a remote pilot in command of a Drone, holding all certifications required by the CAA for the relevant category of operation;

“Quotation” means the written quotation from the Supplier setting out the proposed scope of Services, Deliverables, estimated Charges and Special Conditions, constituting an invitation to treat;

“Risk Assessment” means the documented assessment of risks associated with the Services, prepared in compliance with the Management of Health and Safety at Work Regulations 1999;

“Services” means the surveying, mapping, detection, scanning, inspection, drainage, drone, modelling and related services to be provided by the Supplier as described in the Quotation or Order

Confirmation, including but not limited to: PAS128 utility surveys; topographical surveys; GPR surveys; towed GPR surveys; Ferro Scanning and GPR rebar mapping surveys; CCTV drainage condition surveys and jetting; Drainage Repairs; drainage line and level surveys; desktop utility search packs; virtual trial hole modelling; measured building surveys; 3D laser scanning, modelling and BIM services; Drone (UAV) surveys; geospatial surveys; elevation surveys; geotech surveys; and any other related, ancillary or incidental services;

“Site” means the location(s) at which the Services are to be provided, as specified in the Quotation or Order Confirmation;

“Site Survey” means an inspection of the Site carried out by the Supplier prior to the Commencement Date to evaluate suitability for the proposed Services;

“Special Conditions” means any additional terms agreed in writing and set out in the Quotation, Order Confirmation or separate document, which in the event of conflict shall take precedence over these Terms;

“Standby Time” means any period during which the Supplier's personnel and/or Equipment are on Site but unable to carry out the Services due to any cause not attributable to the Supplier, including but not limited to the Client's failure to provide access, inadequate Site preparation, inclement weather where the Service cannot safely proceed, the non-attendance of the Client's personnel or third-party contractors, or any other delay caused by the Client or any third party;

“Statement of Work” or “SoW” means a document agreed between the parties setting out the specific scope, deliverables, timeline, acceptance criteria, Charges and any specific terms applicable to a particular engagement, which when signed by both parties forms part of the Contract;

“Subvision” or “the Supplier” means Subvision Surveys Ltd, a company registered in England and Wales (company number 08478564) whose registered office is at 15 Eastwood Road, Rayleigh, Essex SS6 7JD, including its employees, agents, sub-contractors and permitted assigns;

“Survey Data” means all data, measurements, observations, photographs, video, point cloud data, raw instrument data, calculations and any other information collected, captured or generated by the Supplier in the course of performing the Services, whether in tangible or intangible form;

“Third Party Claim” means any claim brought or threatened by a third party against the Supplier arising from the Services, the Survey Data, the Deliverables, or any act or omission of the Client;

“Transport Charges” means charges for transporting Equipment and personnel to and from the Site, as specified in the Quotation or determined by the Supplier;

“Utility” means any underground or overhead service, including water mains, sewers, drains, gas pipelines, electricity cables, telecommunications cables, fibre optic cables, district heating pipes, street lighting cables, traffic signal cables, fuel pipelines, irrigation systems and any other buried or supported service of similar character;

“VAT” means value added tax under the Value Added Tax Act 1994 or any successor legislation;

“Virtual Trial Hole” means a computer-generated three-dimensional representation of a defined volume of subsurface space at the Site, derived from PAS128 utility detection data, used to visualise the inferred location, depth and configuration of detected Utilities;

“Website” means the website operated by the Supplier at <https://subvisionsurveys.co.uk/> and any sub-domains, related pages and any successor website notified to the Client; and

“Working Hours” means Monday to Friday 07:30 to 17:30, excluding public holidays in England and Wales, unless otherwise agreed.

1.2 Interpretation. In these Terms: **(a)** references to clauses are to clauses of these Terms; **(b)** singular includes plural and vice versa; **(c)** references to one gender include all genders; **(d)** references to a person include any individual, firm, company or other entity; **(e)** references to a statute include subordinate legislation and amendments; **(f)** writing includes email; **(g)** words following “including” or similar shall not limit the preceding words; **(h)** headings do not affect interpretation; **(i)** references to a party include its successors and permitted assigns; and **(j)** an obligation not to do something includes not allowing it to be done.

1.3 Precedence. In the event of conflict, the following order of precedence applies: **(a)** Special Conditions; **(b)** any Statement of Work; **(c)** the Order Confirmation; **(d)** these Terms; **(e)** the Quotation; and **(f)** any other documents.

1.4 Consumer Rights. *Nothing in these Terms affects a Consumer’s statutory rights. Where any provision is inconsistent with any mandatory Consumer right under the Consumer Rights Act 2015 or the Distance Selling Regulations, the statutory right shall prevail to the minimum extent necessary, and the remainder of these Terms shall continue in full force.*

2. APPLICATION OF TERMS

2.1 These Terms apply to all Contracts between the Supplier and the Client for the supply of Services. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in these Terms, the Quotation or the Order Confirmation.

2.2 These Terms apply to the exclusion of any other terms the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. No terms endorsed upon, delivered with or contained in the Client’s purchase order, confirmation of order, specification, supplier portal, vendor management system or any other document shall form part of the Contract, even where the Supplier countersigns or acknowledges such purchase order for administrative or invoicing purposes.

2.3 The Supplier may amend these Terms from time to time. Amendments shall be published on the Website and apply to Contracts entered into after publication. The Client is responsible for checking the latest version prior to each booking.

2.4 No variation of these Terms shall be effective unless in writing and signed by a duly authorised representative of the Supplier.

2.5 Each booking constitutes a separate Contract incorporating these Terms. No single Contract obliges the Supplier to accept future bookings.

3. QUOTATIONS, ORDERS AND FORMATION OF CONTRACT

3.1 All Quotations are invitations to treat, may be withdrawn at any time prior to Acceptance, and unless otherwise stated are valid for thirty (30) calendar days.

3.2 The Client may request Services by telephone, email, via the Website (including via online enquiry forms and WhatsApp), or in person. The provision of a Quotation does not oblige the Supplier to enter into a Contract.

3.3 A Contract is formed upon the earlier of: **(a)** the Supplier issuing an Order Confirmation; **(b)** the Client providing written Acceptance; **(c)** the Client paying any Deposit or part-payment

of the Charges; or **(d)** the Supplier commencing Services with the Client’s knowledge and consent.

3.4 The Client is responsible for the accuracy and completeness of all information provided at the time of enquiry and booking, including but not limited to: **(a)** the nature and scope of the Services required; **(b)** any PAS128 Methodology specified by the Client (for example under a Tier 1 or framework specification); **(c)** the deliverable format and specification required; **(d)** the full address and extent of the Site (including grid references where available); **(e)** access routes, parking, ground conditions and any known hazards or restrictions; **(f)** the presence and location of any known underground or overhead services; **(g)** the existence of any restricted airspace, no-fly zones, or aviation hazards within or adjacent to the Site; **(h)** any time constraints, third-party permissions or scheduling requirements; **(i)** the identity of any third parties expected to rely on the Deliverables; and **(j)** whether the Client is a Business Client or a Consumer. The Supplier shall not be liable for any loss, damage, additional cost or delay arising from the Client’s failure to provide accurate and complete information.

3.5 The Supplier may carry out a Site Survey prior to the Commencement Date. The Services may be conditional upon its satisfactory completion. The Supplier may charge for the Site Survey.

3.6 Where Client information is found to be inaccurate or incomplete, the Supplier may: **(a)** revise the Charges; **(b)** vary the methodology or Equipment used; **(c)** postpone the Services; or **(d)** terminate the Contract. Additional costs arising from such inaccuracy shall be payable by the Client.

3.7 Consumers and Distance Contracts. *Where the Client is a Consumer and the Contract is a Distance Contract: (a) the Supplier shall provide the required pre-contract information; (b) the Consumer shall have the right to cancel during the Cancellation Period, subject to Clause 11; and (c) the Supplier shall confirm the Contract on a durable medium within a reasonable time after its conclusion.*

4. SCOPE OF SERVICES

4.1 The Supplier shall provide the Services as described in the Quotation and/or Order Confirmation.

4.2 Where the Services include a PAS128 utility survey, the Methodology and expected Quality Level shall be determined by the Supplier and (unless otherwise agreed) confirmed in the Order Confirmation. The Client shall not assume that a survey carried out to one methodology provides the assurance associated with another.

4.3 The Supplier shall use reasonable skill and care and shall carry out the Services in accordance with Applicable Law, the relevant published British or international standards (including PAS128 where applicable), and good professional practice within the surveying industry. ***For Consumers, the Services will be provided with reasonable care and skill in accordance with section 49 of the Consumer Rights Act 2015 and within a reasonable time in accordance with section 52, where no specific time has been agreed.***

4.4 The Supplier shall ensure that its Equipment is properly maintained, calibrated and certified in accordance with manufacturer and industry recommendations. Calibration certificates shall be available upon reasonable request.

4.5 Unless expressly stated, the Services do not include: **(a)** physical excavation, trial holes or destructive verification (save where expressly included in a PAS128 Quality Level A survey or as Drainage Repairs); **(b)** statutory undertaker enquiries beyond those required to produce a Quality Level D output; **(c)** the obtaining of permits, licences or consents; **(d)** removal of obstructions, vegetation clearance or de-watering; **(e)** traffic

management; **(f)** structural design or engineering judgement; **(g)** asbestos surveys or other hazardous materials testing; **(h)** out-of-hours working; **(i)** the certification of land boundaries; **(j)** archaeological survey or interpretation; or **(k)** any service not expressly listed in the Quotation or Order Confirmation.

4.6 The Supplier may sub-contract any of its obligations to a qualified third party, including any specialist sub-contractor, drainage contractor or licensed Drone operator, and shall remain responsible for the performance of any obligations so sub-contracted.

4.7 The Supplier may, in its absolute discretion and acting reasonably, substitute alternative methodology, technique or Equipment of equivalent or greater specification where to do so does not materially adversely affect the Deliverables. The Client shall be notified of any such substitution as soon as reasonably practicable.

5. CLIENT'S OBLIGATIONS AND RESPONSIBILITIES

5.1 The Client shall: **(a)** co-operate fully with the Supplier; **(b)** provide all required information and materials; **(c)** ensure such information is accurate and complete; **(d)** obtain and maintain all necessary licences, permits and consents in respect of the Site (including landlord, freeholder and adjoining landowner consents where required); and **(e)** comply with all Applicable Law.

5.2 Site Preparation. The Client shall, at its own cost and prior to the Commencement Date: **(a)** provide safe, clear and unobstructed access to and from the Site for the Supplier's personnel, Equipment and vehicles; **(b)** ensure that vehicles, plant, materials, vegetation, debris and other obstructions are cleared from the working areas to a sufficient extent to enable the Services to be carried out; **(c)** where surveys are to be carried out in the public highway, take such steps as are necessary to arrange traffic management or co-operate with the Supplier in doing so; **(d)** identify and clearly mark on Site (or provide accurate plans showing) all known Utilities, structures, hazards and exclusion zones; **(e)** provide suitable parking arrangements for the Supplier's vehicles; and **(f)** provide such welfare facilities, mains electrical supply, water supply and lighting at the Site as may be reasonably required.

5.3 Health and Safety. The Client shall: **(a)** ensure that the Site complies with all health and safety requirements; **(b)** provide site-specific health and safety documentation (including site-specific risk assessments, asbestos registers, permit-to-work systems and induction requirements) in advance where the Site is a construction site, an industrial facility or otherwise subject to such requirements; **(c)** notify the Supplier of all known hazards, including the presence or suspected presence of asbestos, contaminated land, live electrical apparatus, pressurised systems, deep excavations, confined spaces and any other matter of significance for safe working; **(d)** ensure that appropriate PPE is worn and that safety instructions are followed by the Client's personnel and other persons at the Site; and **(e)** not interfere with the safe operation of Equipment or the conduct of the Services.

5.4 Client Information. The Client shall be solely responsible for: **(a)** the accuracy of all drawings, plans, specifications, statutory undertaker records and other information provided to the Supplier; **(b)** ensuring that any such information is current; and **(c)** disclosing to the Supplier any information in its possession or control which is reasonably necessary for the safe and effective carrying out of the Services. The Supplier may rely on Client-provided information without independent verification, but may at any time refuse to proceed with any element of the Services where, in the reasonable opinion of the Supplier's personnel, it is unsafe to do so.

5.5 Third Parties. The Client shall coordinate all third-party contractors, consultants and other parties at the Site and ensure that they do not interfere with the Services. The Supplier shall not be liable for loss caused by third-party contractors.

5.6 CDM Regulations. Where the Services form part of a project to which the CDM Regulations apply, the Client shall: **(a)** be responsible for performing the duties of the Client as defined in those Regulations; **(b)** notify the Supplier of the identity of the Principal Designer and Principal Contractor; **(c)** ensure that the Construction Phase Plan (where applicable) addresses the Services; and **(d)** make available the Pre-Construction Information necessary for the Supplier to perform the Services safely. All capitalised terms in this sub-clause 5.6 shall have the meaning given to them in the CDM Regulations.

5.7 If the Client's failure to comply with this Clause 5 results in additional costs, delays or inability of the Supplier to perform, the Client shall indemnify the Supplier against all resulting losses, costs, damages and liabilities, and the Supplier shall not be in breach of these Terms or liable for any related delay.

6. SITE ACCESS AND SITE SURVEYS

6.1 The Supplier may carry out a Site Survey to assess suitability for the proposed Services, including access routes, Ground Conditions, the presence of overhead and underground hazards, available working space, airspace restrictions (in the case of Drone surveys) and welfare facilities.

6.2 The Client shall provide free and unrestricted access to the Site for Site Surveys, mobilisation, the Services and demobilisation, making appropriate arrangements where access restrictions apply, such as gate codes, escorts, security clearances, time windows or out-of-hours access.

6.3 Where a Site Survey reveals materially different conditions or risks to those notified by the Client, the Supplier may: **(a)** propose a revised scope, methodology, Equipment or Quality Level; **(b)** revise the Charges; **(c)** postpone the Services; or **(d)** decline to proceed. The Client shall not be entitled to compensation for any resulting postponement or cancellation save as expressly provided in these Terms.

6.4 The Client warrants that: **(a)** the Site is reasonably safe for survey activity; **(b)** all Site information provided by the Client is accurate and complete; **(c)** the Client has authority to permit access; and **(d)** the Supplier's presence and use of the Site will not breach any lease, licence, covenant, planning condition or other restriction.

6.5 Where the Site is or forms part of a third party's land (including the public highway, a neighbour's land or land subject to wayleaves or easements), the Client shall be solely responsible for obtaining all necessary permissions and indemnifies the Supplier against any claim by such third party.

7. PERSONNEL AND SUB-CONTRACTORS

7.1 The Supplier shall ensure that all personnel engaged in the Services are competent, suitably trained, hold the necessary qualifications and certifications, and are equipped with appropriate PPE. Specifically: **(a)** surveyors shall be qualified and experienced in the relevant discipline; **(b)** confined space entrants shall hold City & Guilds (or equivalent) confined space training appropriate to the medium-risk or high-risk category as applicable; **(c)** Drone Pilots shall hold the CAA authorisations required for the relevant category of Drone operation; **(d)** drainage operatives shall be appropriately trained in the use of high-pressure jetting equipment; and **(e)** all field personnel shall hold CSCS or equivalent cards where required by the Site.

7.2 The Supplier may, at its sole discretion, replace, reassign or vary the personnel performing the Services, provided that any replacement personnel are of equivalent or greater competence.

7.3 Where the Supplier engages sub-contractors, the Supplier shall remain responsible for their performance and shall procure that they comply with these Terms.

7.4 The Client shall not, during the term of the Contract and for twelve (12) months thereafter, directly or indirectly solicit for employment or engagement any person employed or engaged by the Supplier who has been materially involved in the Services. Breach shall entitle the Supplier to liquidated damages equal to twelve (12) months' gross remuneration of the individual concerned, as a genuine pre-estimate of loss.

8. SURVEY PERIOD AND AVAILABILITY

8.1 The Supplier shall use reasonable endeavours to commence and complete the Services on the dates indicated in the Quotation or Order Confirmation. Such dates are estimates only and time of performance is not of the essence, save where expressly agreed in writing.

8.2 The duration of the Services depends on a number of factors including weather, Ground Conditions, the cooperativeness of access, the complexity of the Site and the discovery of unexpected features. Where the Services cannot be completed within the estimated duration for any cause not attributable to the Supplier, the Charges shall be adjusted accordingly.

8.3 Where multiple visits to the Site are required, the Supplier shall make reasonable efforts to schedule them efficiently, but no specific sequence or attendance pattern is guaranteed unless expressly stated.

8.4 Availability is subject to the Supplier's personnel and Equipment being serviceable and not required for prior commitments. If unavailable, the Supplier shall notify the Client and endeavour to offer an alternative date.

9. CHARGES AND PAYMENT

9.1 The Charges shall be as set out in the Quotation or Order Confirmation. Unless otherwise stated, all Charges are exclusive of VAT, Transport Charges and expenses.

9.2 Charges may include: **(a)** day-rate or half-day-rate charges for personnel and Equipment; **(b)** Transport Charges; **(c)** Overtime Charges; **(d)** Standby Time charges; **(e)** consumables (including patch materials, lining materials and consumables for jetting); **(f)** Cancellation Charges; **(g)** Site Survey charges; **(h)** Drone insurance and CAA permission charges; **(i)** specialist sub-contractor charges; **(j)** report production charges (per drawing, per CAD output or per data deliverable); **(k)** rush charges where the Services are required at short notice; and **(l)** any other charges agreed in writing. A Minimum Charge may apply.

9.3 Business Client Payment. Business Clients shall pay all invoices within thirty (30) days of the date of invoice unless otherwise specified. Time for payment is of the essence. The Supplier may require a deposit, prepayment or stage payments.

9.4 Consumer Payment. Consumers shall pay in full prior to the Commencement Date unless alternative terms are agreed in writing. The Supplier may require a deposit at booking. Receipts shall be provided in accordance with Applicable Law.

9.5 All payments shall be made in pounds sterling, to such account as the Supplier nominates from time to time, without set-off, counterclaim, withholding or deduction (except such tax deductions as are required by law).

9.6 Late Payment. Without prejudice to any other right or remedy, if the Client fails to pay any amount by the due date: **(a)** the Client shall pay interest on the overdue amount at 4% per annum above the Bank of England base rate, accruing daily from the due date until actual payment, whether before or after judgment (and, in the case of Business Clients, the Supplier shall additionally be entitled to claim interest and compensation

under the Late Payment of Commercial Debts (Interest) Act 1998); **(b)** the Supplier may suspend the performance of any or all obligations (including the issue or release of any Deliverables) until all outstanding amounts have been paid in full; **(c)** the Supplier may require advance payment or security for future Services; and **(d)** the Supplier may exercise a general lien over any Survey Data, Deliverables or other property of the Client in its possession until all amounts owed have been paid.

9.7 The Supplier may increase Charges on fourteen (14) days' written notice, applying to Services after the effective date.

9.8 Where the scope of the Services changes (including upon discovery of unexpected features, the requirement for additional survey area, or Services beyond the agreed scope), the Supplier may adjust the Charges and shall notify the Client as soon as reasonably practicable.

9.9 The Charges exclude additional costs arising from: **(a)** abortive visits; **(b)** Client or third-party delays; **(d)** the requirement for additional or alternative Equipment; **(e)** additional Services requested after Acceptance; **(f)** specialist disposal of contaminated material; and **(g)** any additional permits, licences or consents. Such costs shall be charged at the Supplier's prevailing rates.

10. TAXES AND DUTIES

10.1 All Charges are stated exclusive of VAT, which is payable in addition at the prevailing rate against a valid VAT invoice.

10.2 The Client is responsible for VAT and any other taxes or duties required by law in connection with the Services.

10.3 The Supplier shall provide a valid VAT invoice for all taxable supplies.

11. CANCELLATION, RESCHEDULING AND POSTPONEMENT

11.1 Business Client Cancellation. Cancellation Charges apply to Business Clients as follows: **(a)** more than five (5) Business Days' notice: no charge (subject to irrecoverable third-party costs); **(b)** three (3) to five (5) Business Days' notice: 50% of the Charges; **(c)** less than three (3) Business Days' notice: 100% of the Charges; **(d)** on the Commencement Date or failure to provide access on the Commencement Date: 100% of the Charges plus Transport Charges and any expenses reasonably incurred.

11.2 Consumer Cancellation. A Consumer who has entered into a Distance Contract may cancel during the Cancellation Period without giving any reason by sending a clear statement to the Supplier (whether by email to the Supplier's contact email address or by post to the registered office or the Supplier's principal place of business). The Consumer may use the model cancellation form but is not obliged to do so.

11.3 Effect of Consumer Cancellation. If cancelled during the Cancellation Period: **(a)** the Supplier shall reimburse all payments received without undue delay and in any event within fourteen (14) days, using the same payment method as used for the original transaction; and **(b)** no fee shall be charged. However, where the Consumer has requested the Services to begin during the Cancellation Period, the Consumer shall pay proportionately for Services provided up to the point at which the Supplier is informed of the cancellation.

11.4 Loss of Right to Cancel. The right to cancel is lost where the Services have been fully performed during the Cancellation Period with the Consumer's prior express consent and acknowledgement that the right to cancel will be lost upon full performance.

11.5 Rescheduling. Rescheduling requests are subject to availability. Requests with less than three (3) Business Days'

notice may be treated as a cancellation followed by a new booking, and Cancellation Charges may apply.

11.6 Supplier Postponement. The Supplier may postpone the Commencement Date or suspend any element of the Services at any time if: **(a)** weather, ground or environmental conditions render the Services unsafe or technically unsuitable (including high winds rendering Drone flight unsafe, ground saturation rendering GPR ineffective, or flooding rendering CCTV drainage surveys impossible); **(b)** the Site is unsafe or unsuitable; **(c)** the Supplier has reasonable grounds to believe continuation would pose a health or safety risk; **(d)** a Force Majeure Event has occurred; **(e)** required permits, licences or consents have not been obtained; or **(f)** the Client is in breach. In such circumstances, the Supplier shall not be liable for any loss, damage or additional cost, and Charges shall continue to be payable for time already engaged plus Transport Charges.

12. WEATHER AND ENVIRONMENTAL CONDITIONS

12.1 The Supplier's personnel have absolute discretion to suspend or cease any Service where weather or environmental conditions render it unsafe or technically unsuitable. Without limitation, the Supplier may suspend: **(a)** Drone operations where wind speed, precipitation, visibility or temperature falls outside manufacturer or CAA-permitted parameters; **(b)** GPR or topographical surveys where the ground is saturated, frozen, snow-covered or otherwise unsuitable; **(c)** CCTV drainage surveys where drains are surcharged, flooded or otherwise inaccessible; **(d)** any survey requiring optical line of sight where fog, mist, smoke or other obstruction prevents accurate measurement; and **(e)** work at height where wind speed or precipitation makes it unsafe.

12.2 Where the Services are suspended due to weather or environmental conditions, the Client remains liable for: **(a)** accrued Charges; **(b)** Standby Time charges; **(c)** Transport Charges for abortive visits; and **(d)** rescheduling costs.

12.3 The Supplier shall not be liable for any loss arising from weather-related suspension. The Supplier's decision on safety and technical suitability shall be final.

13. EQUIPMENT AND TECHNOLOGY

13.1 The Supplier shall provide all Equipment necessary to perform the Services as set out in the Quotation or Order Confirmation. All Equipment shall remain the property of the Supplier at all times.

13.2 The Client acknowledges that survey Equipment has inherent technical limitations (including susceptibility to environmental and ground interference, penetration and resolution constraints, the possibility of false positives and false negatives, and dependence on operator interpretation). Specific limitations of Utility detection are addressed in Clause 20.3. The Supplier does not warrant that any Service will detect every feature within the surveyed area.

13.3 The Client shall not interfere with, tamper with, modify or operate the Equipment.

13.4 The Supplier may replace or substitute alternative Equipment of equivalent or greater specification without liability, provided that the Deliverables remain in accordance with the Order Confirmation.

14. SURVEY DATA AND DELIVERABLES

14.1 Deliverables shall be produced in the format and to the specification set out in the Order Confirmation. Where no specific format is agreed, the Supplier shall use its standard formats (typically a PDF report accompanied by .dwg files for drawings and survey-grade .pts/.las point clouds for laser scanning).

14.2 The Supplier shall use reasonable skill and care in producing the Deliverables. However, the Client acknowledges that: **(a)** all surveys are inherently approximate and subject to the accuracy tolerances of the Equipment used; **(b)** for PAS128 surveys, the accuracy bands set out in PAS128 apply; **(c)** Survey Data captures conditions only at the time of survey, and ground conditions, vegetation, structures and Utilities may change after that time; **(d)** Survey Data is not an as-built drawing and is not a substitute for safe-digging practices required by HSG47 or any equivalent guidance; and **(e)** the accuracy of any Drone-derived data depends on the GCP layout, flight parameters and post-processing methodology.

14.3 Title in and risk in any tangible Deliverable shall pass to the Client only upon payment in full of the Charges. Survey Data delivered prior to payment shall be deemed to be provided on a confidential basis and for the Client's evaluation only, pending payment.

14.4 Where the Client requests changes to the Deliverables after delivery, additional Charges shall apply. The Supplier shall provide one round of minor revisions (such as correction of typographical errors or annotation amendments) at no additional charge, provided that any request for such revisions is made in writing within fourteen (14) calendar days of delivery.

14.5 Survey Data and raw data shall be retained by the Supplier for a period of seven (7) years from delivery (or such longer period as may be required by Applicable Law or by the terms of any professional indemnity insurance), after which the Supplier may securely destroy or anonymise such data.

14.6 The Supplier may issue interim or draft versions of the Deliverables. Such interim or draft versions are provided for information only, are marked as such, and are not to be relied upon for any decision. The Client shall not distribute interim or draft versions to any third party.

14.7 Where the Services include the production of 3D models, BIM models or other digital twins, the Client acknowledges that such models are representations only and may contain simplifications, omissions and inferences. The Client shall not rely on such models for structural, safety or excavation decisions without independent verification.

15. INSURANCE

15.1 The Supplier shall maintain: **(a)** public liability insurance of not less than £5,000,000 per occurrence; **(b)** professional indemnity insurance of not less than £2,000,000 in the aggregate per annum; **(c)** employer's liability insurance of not less than £10,000,000 per occurrence; and **(d)** Drone-specific aviation liability insurance compliant with Regulation (EC) No. 785/2004 and CAA requirements where Drone operations are carried out. Evidence shall be provided on reasonable written request.

15.2 The Supplier's insurance does not cover: **(a)** Client property or property of third parties at the Site, save to the extent caused by the Supplier's negligence; **(b)** indirect, consequential or economic losses; or **(c)** liability arising from the Client's breach of these Terms. The Client is advised to maintain its own insurance, including (in respect of Business Clients undertaking construction projects) contractor's all-risks insurance covering the Site.

15.3 Business Clients shall maintain adequate insurance throughout the engagement, including public liability and (where applicable) contractor's all-risks insurance.

15.4 The Client shall not do anything to void or increase the Supplier's insurance premiums, and shall indemnify the Supplier against any premium increase attributable to the Client's acts or omissions.

16. HEALTH AND SAFETY

16.1 The Supplier shall comply with all health and safety legislation in performing the Services, shall prepare suitable Risk Assessments and Method Statements, and shall make these available on reasonable request.

16.3 The Client shall comply with all health and safety legislation and co-operate with the Supplier. The Client is responsible for overall health and safety management at the Site where it is the principal contractor, occupier or controller of the Site.

16.4 The Client shall provide a site-specific induction where applicable and shall ensure that exclusion zones are maintained during the Services (including exclusion zones around Drone operations, jetting operations, confined space entry points and excavations).

16.5 The Supplier's personnel have the absolute right to cease work, leave the Site, and refuse to continue, if continuation would in their reasonable opinion pose an unacceptable safety risk. In such circumstances, the Client remains liable for Charges accrued to the point of cessation, Transport Charges, and any rescheduling costs.

16.6 The Client shall immediately notify the Supplier of any accident, incident, dangerous occurrence or near-miss involving the Supplier's personnel or Equipment at the Site, and shall co-operate in any investigation, including under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) where applicable.

17. ENVIRONMENTAL OBLIGATIONS

17.1 The Supplier shall comply with all environmental legislation and shall use reasonable endeavours to minimise waste, noise, vehicular emissions and environmental disturbance.

17.2 The Client shall: **(a)** comply with environmental law at the Site; **(b)** notify the Supplier of environmental sensitivities, including the presence of protected species, sites of special scientific interest, conservation areas, watercourses and contaminated land; **(c)** not require the Supplier to operate in breach of environmental law; and **(d)** be responsible for any environmental permits or licences required for the Services (including, where relevant, permits under the Environmental Permitting (England and Wales) Regulations 2016).

17.3 The Client is responsible for disposing of any waste arising from its own operations. The Supplier shall remove its own operational waste from the Site on completion. Where Drainage Repairs generate waste, this shall be removed by the Supplier in accordance with the duty of care under section 34 of the Environmental Protection Act 1990, with waste transfer notes provided.

17.4 The Supplier shall not be liable for any pre-existing environmental condition at the Site or for the spread, mobilisation or release of any pre-existing contamination during the performance of the Services, save to the extent caused by the Supplier's negligence.

18. LIMITATION OF LIABILITY

18.1 Unlimited Liability. Nothing in these Terms limits or excludes the Supplier's liability for: **(a)** death or personal injury caused by the Supplier's negligence; **(b)** fraud or fraudulent misrepresentation; **(c)** breach of any terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or **(d)** any other liability which cannot lawfully be excluded or limited.

18.2 Exclusion of Certain Losses. Subject to Clause 18.1, the Supplier shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, for any: **(a)** loss of profit; **(b)** loss of revenue; **(c)** loss of business or business

opportunity; **(d)** loss of anticipated savings; **(e)** loss of goodwill or reputation; **(f)** loss of contracts; **(g)** loss of use of any property; **(h)** business interruption; **(i)** increased costs of working or wasted expenditure; **(j)** the cost of cover purchases, replacement services or substitute surveys; **(k)** loss or corruption of data; **(l)** delay damages or liquidated damages payable by the Client to any third party; or **(m)** any indirect, special or consequential loss, howsoever arising and whether or not foreseeable or the Supplier had been advised of the possibility thereof.

18.3 Aggregate Cap. Subject to Clauses 18.1 and 18.2, the Supplier's total aggregate liability per Contract shall not exceed the greater of: **(a)** five times the total Charges paid or payable; or **(b)** £50,000. This cap applies to all claims in aggregate and applies whether the claim is brought in a single proceeding or otherwise.

18.4 Consumer Rights. *Nothing in this Clause 18 affects a Consumer's statutory rights under the Consumer Rights Act 2015, including any remedy for lack of reasonable care and skill (s.49), failure to perform within a reasonable time (s.52) or unreasonable price (s.51). Any exclusion or limitation in this Clause 18 applies only to the maximum extent permitted by law in respect of Consumers.*

18.5 Mitigation. The Client shall take all reasonable steps to mitigate any loss. The Supplier shall not be liable for any loss to the extent attributable to the Client's failure to mitigate.

18.6 Limitation Period. Subject to Clause 18.1, no claim may be brought by a Business Client against the Supplier under or in connection with the Contract more than twenty-four (24) months after the date on which the Business Client became (or ought reasonably to have become) aware of the facts giving rise to the claim. This Clause 18.6 does not apply to a Consumer, and does not affect any mandatory statutory limitation period which cannot lawfully be varied.

19. INDEMNITIES

19.1 The Client shall indemnify, defend and hold harmless the Supplier, its officers, employees, agents and sub-contractors from and against all claims, actions, proceedings, losses, damages, fines, penalties, costs (including legal costs on an indemnity basis) and liabilities arising from: **(a)** any breach by the Client of its obligations, warranties or representations under the Contract; **(b)** any negligent, reckless or wilful act or omission of the Client, its employees, agents, contractors or invitees; **(c)** any damage to or loss of Equipment attributable to any cause other than the Supplier's negligence; **(d)** any injury to or death of any person arising from the Client's breach of health and safety obligations; **(e)** any damage to or loss of property of the Client or any third party, except to the extent caused by the Supplier's negligence; **(f)** any Third Party Claim arising from the Client's use of, or the Client's onward distribution of, the Services, Survey Data or Deliverables; **(g)** any claim by a Utility owner, statutory undertaker or third party arising from a utility strike, damage to a Utility or other incident at the Site, save to the extent caused by the Supplier's negligence; **(h)** any claim arising from the Client's failure to obtain necessary permits, licences or consents; **(i)** any environmental claim arising from the condition of the Site, save to the extent caused by the Supplier's negligence; and **(j)** any Third Party Claim arising from inaccurate or incomplete information provided by the Client (including Site, Utility, asset, weight or dimensional information).

19.2 The indemnities in Clause 19.1 do not apply to the extent that the loss was caused by the Supplier's negligence, wilful misconduct or breach of these Terms.

19.3 For Consumers, the indemnities in Clause 19.1 apply only to the extent fair and reasonable in all the

circumstances and do not affect or exclude Consumer statutory rights.

20. PAS128 UTILITY SURVEYS AND SUBSURFACE DETECTION

20.1 Where the Services include a PAS128 utility survey or other subsurface detection work, this Clause 20 applies.

20.2 PAS128 Quality Levels. The Order Confirmation shall specify the PAS128 Methodology and expected Quality Level. The Client acknowledges that different Quality Levels have different accuracies and limitations as set out in PAS128, and that a higher Quality Level can only be achieved by carrying out the work appropriate to that level (including, for QL-A, physical verification by trial hole).

20.3 No Guarantee of Detection. The Client expressly acknowledges that the Supplier does not, and cannot, guarantee that any Utility detection survey will detect every Utility, void, structure or other feature within the surveyed area. Specifically: **(a)** non-conductive Utilities (such as plastic water pipes, plastic drainage pipes and asbestos cement pipes) may be undetectable by electromagnetic locators without a sonde or other tracer; **(b)** deeply buried Utilities or those beneath reinforced concrete may exceed the detection range of GPR; **(c)** Utilities at depths shallower than the GPR antenna's near-field resolution may not be resolved; **(d)** environmental factors (saturated ground, magnetic interference, dense vegetation, surface conditions) may reduce detection performance; **(e)** redundant, abandoned or unrecorded Utilities may be present and undetected; and **(f)** statutory undertakers' records may be inaccurate, incomplete or out of date.

20.4 Safe Digging Practice. The Survey Data and any Virtual Trial Hole is not, and shall not be relied upon by the Client or any third party as, a substitute for safe-digging practices required by HSG47 (Avoiding Danger from Underground Services) or any equivalent successor guidance. Before any excavation, the Client shall, and shall procure that any contractor shall: **(a)** obtain current statutory undertaker records; **(b)** carry out a fresh on-site survey or scan; **(c)** use cable avoidance tools and signal generators; and **(d)** dig with care using hand-digging where appropriate near suspected Utilities. The Supplier shall have no liability for any utility strike or damage to any Utility, however caused, where the safe-digging practice in HSG47 has not been followed.

20.5 Verification by Trial Hole. Quality Level A verification by trial hole is carried out by the Supplier or its appointed contractor and is destructive. The Client shall be responsible for any reinstatement costs not expressly included in the Quotation, including specialist surface reinstatement (such as resin-bound paths or coloured asphalt).

20.6 Statutory Undertaker Records. Where the Services include the obtaining and presentation of statutory undertaker records (PAS128 Quality Level D / desktop utility search pack), the Client acknowledges that: **(a)** such records are produced by third-party statutory undertakers; **(b)** the Supplier has no control over their accuracy, completeness or currency; **(c)** typical asset record accuracy is one metre or worse, and in some cases significantly worse, and many records exclude private and abandoned assets; and **(d)** the Supplier collates and presents such records but does not warrant their accuracy.

20.8 Mobile and Towed GPR. Where mobile or towed GPR is used (for example along carriageways or large open areas), the Client acknowledges that data is processed by post-processing software and that detection and depth interpretation is subject to the limitations described in Clause 20.3 and to any further limitations described in the methodology summary issued with the Deliverables.

21. WARRANTIES AND REPRESENTATIONS

21.1 The Supplier warrants that: **(a)** the Services shall be performed with reasonable skill and care in accordance with good professional practice; **(b)** all Equipment shall be properly calibrated and in good working order; **(c)** all personnel shall be competent and appropriately qualified; **(d)** the Supplier holds the insurances set out in Clause 15; and **(e)** the Supplier has authority to enter into the Contract.

21.2 Subject to Clause 18.1, all other warranties, conditions, representations and undertakings, express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law. The Supplier gives no warranty of fitness for any particular purpose (other than the express purpose set out in the Quotation), of completeness of detection, of accuracy beyond stated tolerances, or that the Deliverables will be suitable for any purpose other than that for which they are expressly produced.

21.3 The Client warrants: **(a)** legal capacity to contract; **(b)** the accuracy and completeness of all information provided to the Supplier; **(c)** ownership of or the necessary authority over the Site; **(d)** that all necessary consents from third parties (including landowners, neighbouring landowners, statutory undertakers, planning authorities and CAA airspace authorities where relevant) have been obtained; **(e)** compliance with Applicable Law; and **(f)** that the Client is not insolvent and is able to pay its debts as they fall due.

21.4 The Supplier acknowledges Consumer statutory rights under the Consumer Rights Act 2015, including reasonable care and skill (s.49), reasonable time (s.52) and reasonable price (s.51). Nothing in these Terms excludes those rights.

21.5 The Supplier does not provide legal, financial, planning, structural, geotechnical, environmental, archaeological or design advice. Any Deliverable is provided as factual survey information only and shall not be relied upon as professional advice in any other discipline. The Client should obtain independent advice from appropriately qualified professionals.

22. TERMINATION

22.1 Termination for Cause. Without prejudice to any other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if: **(a)** the other commits a material breach of any provision of the Contract and (if such breach is remediable) fails to remedy it within fourteen (14) calendar days after receipt of written notice requiring remedy; **(b)** the other commits a material breach which is not capable of remedy; **(c)** an Insolvency Event occurs in respect of the other party; or **(d)** the other suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due.

22.2 Additional Supplier Rights. The Supplier may also terminate if: **(a)** the Client fails to pay when due and such failure continues for fourteen (14) days after written notice; **(b)** the Client breaches health and safety obligations; **(c)** continuation poses a safety risk; **(d)** Client instructions would require the Supplier to breach Applicable Law; **(e)** the Client undergoes a change of control; or **(f)** the Client obstructs the Services.

22.3 Consequences. Upon termination for any reason: **(a)** the Client shall immediately pay all outstanding unpaid invoices and interest, and the Supplier may invoice for Services supplied but not yet invoiced, payable immediately upon receipt; **(b)** title in any Deliverables produced up to the date of termination shall pass to the Client only upon payment in full; **(c)** accrued rights, remedies, obligations and liabilities as at the date of termination shall not be affected; and **(d)** provisions which expressly or by implication survive termination shall continue in full force and effect.

22.4 Termination shall not affect any accrued rights, including the right to claim damages for pre-existing breaches.

23. FORCE MAJEURE

23.1 Neither party shall be liable for failure or delay in performance caused by a Force Majeure Event, provided the affected party: **(a)** promptly notifies the other in writing; **(b)** uses reasonable endeavours to mitigate; and **(c)** resumes performance as soon as reasonably practicable.

23.2 If a Force Majeure Event continues for more than sixty (60) days, either party may terminate on fourteen (14) days' notice. The Client shall pay for all Services properly provided to the date of termination.

23.3 A Force Majeure Event does not relieve the Client of any payment obligations for Services already provided or Charges already accrued.

24. GROUND CONDITIONS, EXCAVATIONS AND TRIAL HOLES

24.2 The Supplier may require the Client to provide ground protection mats at the Client's cost, and may decline to commence the Services where Ground Conditions are inadequate.

24.3 Excavations. Where the Services involve excavation, trial holes or break-out of paving, concrete or asphalt (including Quality Level A verification under PAS128), the Client shall: **(a)** provide accurate information about the type and depth of surface and substrate; **(b)** be responsible for any specialist reinstatement required (such as coloured tarmac, decorative paving, resin-bound surfaces, conservation paving or listed-building materials); and **(c)** indemnify the Supplier against any third-party claim arising from such excavation, save to the extent caused by the Supplier's negligence.

24.4 The Supplier shall not be liable for any loss arising from inadequate Ground Conditions, and the Client shall indemnify the Supplier accordingly.

25. CONFIDENTIALITY

25.1 Each party shall not disclose Confidential Information of the other during the Contract or for a period of five (5) years after termination, except as permitted by Clause 25.2.

25.2 Disclosure is permitted: **(a)** to employees, contractors and advisers who need to know, subject to confidentiality obligations no less protective than this Clause 25; **(b)** as required by law or by any regulatory authority of competent jurisdiction; or **(c)** where the information has entered the public domain through no fault of the disclosing party.

25.3 Neither party shall use Confidential Information of the other for any purpose other than performing the Contract.

25.4 Sensitive Sites. Where the Site or the Services are of a confidential or sensitive nature (such as a defence site, secure facility, listed building, broadcasting facility or location of high-value assets), the Client shall give the Supplier advance notice of any specific confidentiality requirements, including any required non-disclosure agreements, security clearances and restrictions on the publication of the Site's identity.

26. DATA PROTECTION

26.1 Each party shall comply with the UK GDPR and the Data Protection Act 2018, in each case as amended by the Data (Use and Access) Act 2025, and with PECR where relevant.

26.2 The Supplier shall process personal data (including the contact details of the Client and the Client's personnel) solely for the purpose of performing the Contract and managing its business, in accordance with its privacy policy published on the Website and Applicable Law.

26.3 The Client warrants that any personal data it provides to the Supplier (including third-party personal data) has been collected lawfully and that the Client has the necessary lawful basis (and, where applicable, consents) for sharing it with the Supplier.

26.4 CCTV and Drone Imagery. Where the Services include CCTV drainage recordings or Drone aerial imagery that captures images of identifiable individuals or private property, the Supplier shall act in accordance with the Information Commissioner's published guidance on CCTV and drone surveillance. The Client shall be responsible for displaying any signage required to inform persons at the Site of the surveillance, and shall provide the necessary notices.

26.5 The Supplier shall maintain appropriate technical and organisational measures to protect personal data, as further described in the Supplier's Data Security Policy.

27. INTELLECTUAL PROPERTY

27.1 All Intellectual Property Rights in survey methodologies, Method Statements, Risk Assessments, processing software, internal templates, working papers and any other materials prepared or used by the Supplier in the course of the Services remain the property of the Supplier.

27.2 Subject to payment of the Charges in full, the Supplier grants the Client a non-exclusive, non-transferable, royalty-free licence to use the Deliverables for the specific purpose set out in the Quotation or Order Confirmation. The Client may not, without the Supplier's prior written consent: **(a)** distribute the Deliverables to any third party other than the Client's professional advisers and any expressly named beneficiary in the Order Confirmation; **(b)** modify or adapt the Deliverables; or **(c)** use the Deliverables for any purpose other than that for which they were commissioned.

27.3 The Client shall not use the Supplier's trade marks, name or branding without the Supplier's prior written consent, save that the Client may identify the Supplier as the author of the Deliverables in technical, regulatory or planning submissions.

28. COMPLAINTS AND DISPUTE RESOLUTION

28.1 Complaints should be notified to the Supplier in writing within fourteen (14) calendar days of the matter complained of, including full details and the remedy sought.

28.2 The Supplier shall acknowledge the complaint within five (5) Business Days and shall respond with a proposed resolution within twenty (20) Business Days, or, where the matter is complex, with an indicative timetable for response.

28.3 Unresolved disputes shall be escalated first to senior representatives of each party empowered to settle the dispute, who shall meet (in person or virtually) within fourteen (14) days of escalation, and thereafter to mediation under the CEDR Model Mediation Procedure.

28.4 If mediation fails or has not commenced within sixty (60) days of escalation, either party may commence legal proceedings. Nothing prevents either party from seeking urgent interim or injunctive relief.

28.5 Consumer Complaints. *Consumers may pursue remedies under the Consumer Rights Act 2015 and may refer unresolved disputes to a certified Alternative Dispute Resolution (ADR) provider. Details of applicable ADR providers shall be made available on request.*

29. DRONE-SPECIFIC PERMISSIONS

29.1 Where the Services involve Drone operations, the Client shall be responsible for: **(a)** obtaining permission from any landowner over whose land the Drone will take off, land or fly to the extent required; **(b)** notifying tenants and occupiers of properties at or adjacent to the Site of the planned Drone

operation; **(c)** obtaining any permission required to capture imagery of third-party property; **(d)** confirming the absence of any planning condition or restrictive covenant which prevents the use of drones; and **(e)** identifying any sensitive locations (schools, hospitals, custodial facilities) within the operating area. The Supplier shall be entitled to rely on the Client's representations as to permission and to assume that all necessary permissions have been obtained. The Supplier shall be responsible for obtaining any operational authorisations from the CAA appropriate to the category of the planned flight.

30. COMPLIANCE WITH LAW

30.1 Each party shall comply with all Applicable Law.

30.3 The Client shall comply with all applicable health and safety, planning, building control, environmental and (in the case of Business Clients) the Modern Slavery Act 2015 where applicable.

30.4 Anti-Bribery. Each party shall comply with the Bribery Act 2010 and shall maintain such adequate procedures as are required to prevent bribery in connection with the performance of the Contract.

31. STANDBY TIME AND WAITING TIME

31.1 Standby Time is chargeable at the Supplier's prevailing rates where Equipment and/or personnel are on Site but unable to work due to causes not attributable to the Supplier.

31.2 Standby Time is chargeable because Equipment and personnel remain exclusively allocated to the Client. Standby Time shall be recorded by the Supplier's personnel and invoiced.

31.3 Waiting time in excess of fifteen (15) minutes beyond the agreed start time due to the Client's default shall be treated as Standby Time.

32. THIRD-PARTY RELIANCE ON SURVEY DATA

32.1 The Deliverables are produced for the sole use of the Client and for the specific purpose set out in the Quotation or Order Confirmation. No third party may rely on the Deliverables unless:

(a) the third party has been expressly identified in the Order Confirmation as a permitted beneficiary; **(b)** the Supplier has issued a written reliance letter to the third party; and **(c)** the third party has paid any reliance fee charged by the Supplier.

32.2 The Supplier owes no duty of care, in contract, in tort, in equity or under statute, to any third party to whom the Deliverables are disclosed without compliance with Clause 32.1. The Client shall make this Clause 32 clear in any disclosure of the Deliverables to a third party.

32.3 Reliance letters, where issued, shall be in the Supplier's standard form. The Supplier may decline to issue a reliance letter or may impose conditions, including an aggregate liability cap for the reliance party that is shared with the Client.

32.4 The Client shall indemnify the Supplier against any claim by a third party who has relied or purported to rely on the Deliverables without compliance with this Clause 32.

33. EQUIPMENT FAILURE

33.1 Upon any equipment failure, malfunction or unexpected unavailability of Equipment: **(a)** the Supplier's personnel shall cease the affected element of the Services; **(b)** the Supplier shall use reasonable endeavours to rectify the failure or to substitute alternative Equipment; and **(c)** any delay arising from such failure shall be communicated to the Client.

33.2 Where the failure is due to a defect in the Equipment or the Supplier's negligence, the Client shall not be charged for the resulting downtime. The Supplier shall not be liable for any indirect or consequential loss arising from any equipment failure, subject to Clause 18.

33.3 Where the failure results from any act or omission of the Client (including damage to Equipment, interference, misuse or the failure to disclose Site hazards), the Client shall be liable for: **(a)** the full cost of repair or replacement of the Equipment; **(b)** the Charges for the engagement period (including any period of inoperability); **(c)** all Transport Charges for the removal of damaged Equipment and the delivery of replacements; and **(d)** any day-rate revenue lost by the Supplier as a result of the Equipment being unavailable for other engagements during the period of repair or replacement.

33.4 The Supplier shall endeavour to rectify or replace Equipment within twenty-four (24) hours, subject to availability. No guarantee of replacement timing is given.

34. DRAINAGE SURVEYS AND DRAINAGE REPAIRS

34.1 Where the Services include drainage surveys, jetting or Drainage Repairs, this Clause 34 applies in addition to all other provisions of these Terms.

34.2 Drainage Surveys. The Client shall, prior to commencement: **(a)** provide reasonable information about the drainage system, including any known faults, blockages, dimensions, materials and connections; **(b)** ensure that the system is sufficiently accessible (manhole covers free, traps cleared); **(c)** isolate or divert flow where required for safe survey; and **(d)** notify the Supplier of any known contamination, chemical discharge or hazardous waste in the system.

34.3 Jetting. High-pressure water jetting carries inherent risks, including: **(a)** the propagation of water and debris from upstream openings, including downstream toilets, sinks and gullies; **(b)** the potential for pressure to damage fragile, ageing or already-compromised pipework; **(c)** the discharge of effluent at the Site. The Client acknowledges these risks. The Client shall ensure that all openings are covered or guarded, that no person uses the drainage system during jetting, and that any sensitive areas downstream are protected. The Supplier shall not be liable for any damage to fragile or pre-existing defective pipework provided that the Supplier has used reasonable skill and care.

34.4 Drainage Repairs. Where Drainage Repairs are carried out: **(a)** the Supplier shall provide a written specification of the works to be carried out; **(b)** the Supplier warrants that the works shall be carried out with reasonable skill and care and in accordance with industry standards; **(c)** the Supplier provides a workmanship warranty of twelve (12) months from completion (or such other period as is expressly agreed in the Order Confirmation), provided that the warranty does not extend to: (i) damage caused by misuse; (ii) damage caused by extraneous matter introduced to the system after completion (such as wipes, fats, foreign objects or root intrusion from new sources); (iii) pre-existing defects elsewhere in the system; or (iv) any aspect of the system not subject to the repair; and **(d)** the Client shall be responsible for any building works, drainage redirection works or reinstatement works which fall outside the scope of the Drainage Repairs.

34.5 Excavations. Where Drainage Repairs involve excavation, the Client shall: **(a)** comply with Clause 24; **(b)** be responsible for any reinstatement of surfaces beyond a like-for-like patch; and **(c)** indemnify the Supplier against any third-party claim arising from the excavation, save to the extent caused by the Supplier's negligence.

35. CCTV DRAINAGE SURVEYS AND RECORDINGS

35.1 Where the Services include CCTV drainage surveys, this Clause 35 applies in addition to Clause 34.

35.2 CCTV surveys are limited by: **(a)** the accessibility of the system and the diameter of available access points; **(b)** the condition of the system at the time of survey, including the

presence of standing water, debris or solid blockages; **(c)** the visibility within the system, which may be limited by water clarity, lighting and surface conditions of the pipe; and **(d)** the focal range and resolution of the camera in use. The Supplier does not warrant that every defect, structure or junction will be detected by the CCTV survey.

35.3 The Supplier shall produce a CCTV survey report in accordance with the WRc/BS EN 13508-2 coding manual (or such other coding standard as may be agreed). The Client acknowledges that defect coding is interpretive and that the Supplier's coding of any feature is its professional opinion at the time of survey.

35.4 CCTV recordings shall be retained by the Supplier in accordance with Clause 14.5. Copies of the recording shall be supplied to the Client in the agreed format (typically MP4 with associated WinCan or equivalent data files).

35.5 Personal Data in Recordings. CCTV drainage recordings are captured within pipes and drainage systems and do not, in the ordinary course, capture identifiable individuals. Where, at a manhole or access chamber, a recording incidentally captures an occupier or other identifiable individual, Clause 26.4 applies. The Client shall be responsible for providing notice to any occupants of the survey where such incidental capture is reasonably foreseeable, and shall indemnify the Supplier against any claim by an occupant, save to the extent caused by the Supplier's negligence.

36. DRONE (UAV) SURVEYS

36.1 Where the Services include Drone operations, this Clause 36 applies.

36.2 CAA Compliance. All Drone operations shall be carried out by Pilots holding the appropriate authorisations from the CAA for the relevant category of operation, and in accordance with the Air Navigation Order 2016 and any operational authorisations or operating safety case issued by the CAA.

36.3 Airspace and No-Fly Zones. Drone operations are subject to airspace restrictions, including controlled airspace, flight restriction zones around aerodromes, prohibited or restricted airspace, temporary airspace restrictions and the Air Navigation (Restriction of Flying) (Specified Area) (Emergency) Regulations made from time to time. The Supplier shall undertake the necessary airspace assessment, but cannot guarantee that any flight will be permitted at any given time. Where flights are prevented by airspace restrictions, the Client remains liable for accrued Charges, Standby Time and Transport Charges.

36.4 Weather. The Drone shall be flown only within the manufacturer's and the Supplier's safe operating parameters. The Supplier shall determine, in its absolute discretion, whether weather conditions are suitable for flight.

36.5 Exclusion Zones. The Client shall ensure that exclusion zones around the take-off, landing and over-flight areas are established and observed, as instructed by the Pilot, throughout the operation. Non-participating persons shall be kept outside the relevant exclusion distance.

36.7 Data Protection. Aerial imagery may capture identifiable individuals and private property. The Client and the Supplier shall comply with the Information Commissioner's guidance on drone use. The Supplier shall make reasonable efforts to avoid the unnecessary capture of identifiable individuals where reasonably practicable, but does not warrant that no such individuals will be captured.

37. SURFACE DAMAGE AND REINSTATEMENT

37.1 The Client acknowledges that survey activity (including the movement of vehicles, Equipment and personnel) may cause minor surface marks, such as tyre tracks across soft ground,

paint or chalk marks for survey set-out, or minor scuffing of paving. Such marks are not Damage attributable to the Supplier, and any reinstatement is the Client's responsibility unless expressly stated otherwise.

37.2 Where the Client requires the protection of any sensitive surface, the Client shall: **(a)** notify the Supplier in advance; **(b)** provide such ground protection as may be required at its own cost; and **(c)** accept that ground protection may restrict the Equipment's manoeuvrability and the area surveyed.

37.3 The Supplier shall use reasonable endeavours to minimise surface damage. The Supplier shall not be liable for surface damage save where caused by the negligence or wilful misconduct of its personnel. The Supplier shall not be liable for damage to underground pipes, cables, drains, septic tanks, soakaways or other subsurface infrastructure unless the Client has accurately identified and marked their location prior to commencement.

37.4 For survey set-out marks (paint, chalk, pegs, nails), the Client shall be responsible for removing or covering such marks once the Services are complete.

38. PHOTOGRAPHIC RECORDS AND MARKETING

38.1 The Supplier may take photographs and recordings during the performance of the Services, subject to the Client's reasonable security requirements notified in advance.

38.2 The Client hereby grants the Supplier a non-exclusive, royalty-free, perpetual, worldwide licence to use, reproduce, publish and display such photographs and recordings for: **(a)** the Supplier's marketing, advertising and promotional activities, including use on the Website, social media (including LinkedIn, X, Facebook and Instagram), printed brochures, trade publications and exhibition materials; **(b)** project portfolio and case study presentations; **(c)** training and instructional purposes; and **(d)** any other legitimate business purpose.

38.3 The Client may opt out by notifying the Supplier in writing before the Commencement Date. Otherwise, consent is deemed given.

38.4 The Supplier shall not publish photographs identifying individuals without their written consent, in compliance with the UK GDPR and Data Protection Act 2018.

39. TRANSPORT AND MOBILISATION

39.1 The Supplier is responsible for transporting Equipment and personnel to and from the Site using its own vehicles or a reputable carrier.

39.2 Transport Charges are calculated by reference to: **(a)** distance from the Supplier's premises; **(b)** nature and quantity of Equipment; **(c)** specialist transport requirements; and **(d)** prevailing fuel costs. A minimum Transport Charge may apply.

39.4 Mobilisation and demobilisation form part of the chargeable engagement. The Client shall allow adequate time for set-up, calibration, checks and packing-up before and after the Services.

39.5 The Supplier shall not be liable for delays caused by traffic, road closures, weather, vehicle breakdown or other causes beyond its control.

39.6 Abortive Visits. Where the Supplier attends the Site and is unable to carry out the Services due to: **(a)** the Client's failure to provide access; **(b)** the Site not being suitably prepared; **(c)** undisclosed hazards or unsafe conditions; **(d)** inadequate Ground Conditions; **(e)** the Client's failure to obtain necessary permits; or **(f)** any other cause attributable to the Client, the Client shall be liable for: **(i)** full Transport Charges; **(ii)** a minimum charge equal to the applicable half-day-rate or day-rate; and **(iii)** any other costs and expenses reasonably incurred.

40. NOTICES

40.1 Notices shall be in writing and delivered personally, by first-class post or by email to the address most recently notified by that party for the purpose. Notices shall be addressed: **(a)** in the case of the Supplier, to its principal place of business at Mapline House, 14 Bull Lane, Rayleigh, Essex SS6 8JG (or such other address as the Supplier may from time to time notify the Client in writing), without prejudice to the validity of any notice served at the Supplier's registered office in accordance with section 1139 of the Companies Act 2006; **(b)** in the case of a Business Client, to its registered office or principal place of business; and **(c)** in the case of a Consumer, to the address most recently notified by the Consumer to the Supplier.

40.2 Notices are deemed received: **(a)** if delivered personally, on delivery; **(b)** if posted, at 9.00 a.m. on the second Business Day after posting; **(c)** if sent by email, at the time of transmission, provided no automated bounce-back or failure notification is received. If receipt would occur outside Working Hours, it is deferred to the start of the next Business Day.

40.3 This Clause 40 does not apply to the service of legal proceedings, which shall follow the Civil Procedure Rules 1998 or equivalent applicable rules.

41. ASSIGNMENT AND SUB-CONTRACTING

41.1 The Client shall not assign, transfer, novate or otherwise deal with its rights or obligations under the Contract without the prior written consent of the Supplier.

41.2 The Supplier may assign, transfer, novate or sub-contract any of its rights or obligations under the Contract, including in connection with any group reorganisation or sale of all or substantially all of its business, remaining responsible for any sub-contracted performance.

41.3 Any purported assignment in contravention of this Clause 41 is void.

42. GENERAL PROVISIONS

42.1 Entire Agreement. The Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings, negotiations and representations. Each party acknowledges that it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) not set out in the Contract. Nothing in this Clause limits liability for fraud.

42.2 Severability. Any provision (or part of a provision) of the Contract which is or becomes invalid, illegal or unenforceable shall be modified to the minimum extent necessary or deemed deleted, without affecting the rest of the Contract.

42.3 Waiver. No failure or delay in exercising any right shall constitute a waiver of that or any other right.

42.4 Third Party Rights. The Contract confers no rights under the Contracts (Rights of Third Parties) Act 1999, save that an Affiliate of the Supplier providing any element of the Services may enforce the terms of the Contract directly against the Client.

42.5 No Partnership or Agency. Nothing in the Contract establishes any partnership, joint venture or agency between the parties.

42.6 Cumulative Remedies. Rights under the Contract are in addition to rights provided by law.

42.7 Set-Off. The Supplier may set off any liability of the Client against any liability of the Supplier, without notice. The Client shall make all payments in full without any set-off, counterclaim or deduction (other than such tax deductions as are required by law).

42.8 Governing Law and Jurisdiction. The Contract is governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction. **For**

Consumers, this does not deprive the Consumer of the benefit of mandatory provisions of the law of their habitual residence, nor restrict the Consumer's right to bring proceedings in the courts of their habitual residence.

42.9 Survival. Clauses 1, 14, 15, 17, 18, 19, 25, 26, 27, 28, 30, 32 and this Clause 42 (and any other provision which expressly or by implication is intended to survive) survive termination or expiry.

42.10 Counterparts. The Contract may be executed in counterparts, each of which when executed shall constitute a duplicate original, but together shall constitute one agreement.

42.11 Further Assurance. Each party shall do all things reasonably necessary to implement the Contract.

42.12 Publicity. Neither party shall make public announcements about the Contract without the other party's consent, save as required by law.

42.13 Language. These Terms are in English, which prevails in case of any translation conflict.

42.14 Costs. Each party bears its own costs in connection with the Contract.

42.15 Time. Except where stated, time is not of the essence under the Contract. This does not affect Clause 9 where time for payment is of the essence for Business Clients.

42.16 Statutory Rights. Nothing in these Terms excludes or modifies any statutory right applying to the supply of Services to a Consumer that cannot be contractually excluded. Any conflicting provision shall be read down or severed to the minimum extent necessary.

42.17 Contact Details. For any question in relation to these Terms or the Services, the Client may contact the Supplier at: Subvision Surveys Ltd, Mapline House, 14 Bull Lane, Rayleigh, Essex SS6 8JG; by telephone on 0333 920 9427; or by email at info@subvisionsurveys.co.uk.