

Terms and Conditions of Contract

These terms and conditions are designed to provide a fair agreement for all our clients and Magnolia Square, in order for us to provide a level of service expected for the fee agreed. Please feel free to contact us if you need clarification of any points.

Parties in the Contract

Within this contract, the following definitions are used;
Magnolia Square are referred to as "The Company"
The party requesting the contract is "The Instructee"
The party responsible for settlement of the invoice is "The Invoicee".

Terms of quotes

Unless stated otherwise, all quotes are valid for a period of 28 days from the date of sending to the instructee.

Quotes are based upon the written, verbal and electronic information supplied to the Company by the Instructee regarding access, site conditions, topography and climate. The company will assume this information has been verified, and will not check it unless specifically asked to. Should this information contain errors or omissions the Company reserves the right to make an additional claim against the instructee for costs incurred by any delay.

The company will provide a delivery schedule in good faith according to the situation when submitting the offer. Acceptance of the quote assumes acceptance of the delivery schedule.

The prices quoted are for surveying the detail that exists at the time of the survey team(s) observations. Once the instructee has agreed the plan, any additional work requested will be treated as a separate instruction, and the company reserves the right to charge at an agreed rate.

All quotes are calculated on the basis that delays will not be experienced 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, unless specifically stated by the instructee.

Any quote assumes 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.

The Company reserves the right to recharge any customs duties, sales or other taxes payable by the Company in respect to the instruction to the Invoicee.

Completion of the survey

The Company may require assistance from the instructee to complete the instruction, including, but not limited to, providing access to the property at an agreed time, and adequate notice to tenants. If this assistance differs from that agreed or is delayed, the Company reserves the right make a claim for additional costs against the instructee.

The Instructee is responsible for obtaining from the appropriate Statutory Authority all necessary permits, licenses, 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.

The company will provide plans to the following standard, unless otherwise instructed:

Leaseplans- To within the Land Registry accepted tolerance on the date of final plan submission to the instructee

Licensing Plans - To the guidelines set by Westminster Council Licensing Department (as outlined via the link [here](#)).

Building Plans - To the standard set by Westminster Council Planning Department (as outlined via the link [here](#)).

Unless otherwise instructed, all plans will be supplied electronically in PDF file format, set to print at A4 size. The company reserves the right to refuse to supply, or to make additional charges for supplying paper copies, or supplying the plans in an alternative format from stated.

The company reserves the right to alter all or part of the schedule of the survey. However, the company will not be held responsible for consequential costs incurred by any other parties, including, but not limited to legal costs.

The company will endeavor to adhere to all agreed schedules. The survey proposal is however subject to revision at the sole discretion of the Company.

The instructee warrants that he has obtained permission of access to carry out the survey over all of the contract area(s), including permission from tenants to enter premises they are leasing, and will provide the company with all keys or similar security mechanisms to gain access.

The company will, to the best of its ability, secure premises it has been granted access to. The instructee remains responsible for security of the site once the company has left the premises

The Company will at its own expense rectify any errors in the survey that 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.

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

Delivery of Plans to the Instructee

Unless otherwise stated in the original proposal the company will provide all plans in electronic form to a designated email address. These will consist of plans set to print at A4 size, and instructions on how to print the plans to the correct standard. The company reserves the right to reject requests to provide plans in alternative formats, or to make a charge for providing plans in an alternative format.

Use of the plans by the Instructee

The Company retains the Copyright of all maps, plans, method statements, reports and data produced under this contract unless otherwise stated. On acceptance of the plan(s) electronically, or in writing, the company allows the instructee to copy or print plans for following purposes only:

Leaseplans - Submission to the Land Registry

Licensing Plans - Submission to the relevant licensing authority for the purpose of obtaining a license

Building Plans - Submission to any relevant body for the purposes of obtaining planning permission.

This permission will last for one calendar year from the instructee's acceptance of the plan. All requests for extensions to this period must be in writing from the company. The company

reserves the right to refuse or charge for this extension period.

Permission to use the plans is granted to the original Instructee only, and this permission may not be transferred by any party, unless agreed in writing by the Company.

The company will not be held liable for any costs incurred outside these terms.

The company reserves the right to charge the original instructee for plans used outside these terms

The Instructee 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.

Payment

Acceptance of the terms of the proposal shall be in writing by the Instructee to the Company and all invoices will be delivered to the Instructee and shall be payable within 30 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.

If any invoice is not settled within 90 days by the invoicee, the company reserves the right demand settlement of the outstanding amount from the instructee.

The Company reserves the right to treat non payment of agreed fees as copyright infringement, and reserves the right to withdraw copyright and take legal action under the Copyright Designs and Patents Act 1988

For instructions for values of up to £500, excluding VAT, the company reserves the right to request all or part payment from the invoicee at their discretion. The Company reserves the right to increase this value, at any time, at their discretion

Information relating to the Instruction

The Company will be responsible for the security of all information and surveys relating to a particular instruction. The company will retain this information unless requested in writing by the instructee, or according to statutory obligations.

Inability to complete the instruction due to outside circumstances

The Company will endeavor to complete all agreed instructions, however, neither the Company nor the Instructee shall be responsible for non-completion of the instruction 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 Instructee.

In the event of this Contract being delayed or frustrated by any of the above causes then the Company reserve the right to charge (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.

Indemnity

The Company and the Instructee shall indemnify the other of them from and against any claims arising out of loss, damage, death and/or injury to their respective personnel, equipment and other property unless due to or directly arising from the negligence or willful misconduct of the other of them or their personnel notwithstanding that the same are in the other's care custody and control.

Dispute and Arbitration

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 independent arbitration.