CONDITIONS OF CONTRACT FOR LAND & MEASURED BUILDING SURVEYS OF GREENHATCH GROUP LIMITED

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following words and expressions have the following respective meanings:-
"**Company**" means Greenhatch Group Limited (as further described in Condition 10 below).
"**Consumer**" has the meaning given in the Consumer Rights Act 2015.
"**Contract**" means the agreement for the provision of services by the Company to the Customer.
"**Contract Documents**" means the documents specified in Condition 2.3;
"**Premises**" means the address at which the Services are to be performed, as specified in the Contract Documents;
"**Customer**" means the person, firm or company purchasing the Services from the Company;
"**Price**" means the agreed price for the performance of the Services, as specified in the Contract Documents, as the same might be revised from time to time in accordance with Condition 4.2;
"**Services**" means the professional services to be provided by the Company to the Customer pursuant to the Contract, as more particularly described in the Contract Documents; and
"**Working Day**" means any day other than Saturday, Sunday or any bank, customary, public or statutory holiday in England and Wales.

1.2 In these Conditions, unless otherwise stated, references to:
1.2.1 the "**parties**" are references to the Company and the Customer;
1.2.2 a "**third party**" are references to a person who is not a party to the Contract;
1.2.3 the singular shall include the plural and vice versa;
1.2.4 a "**Condition**" are references to these Conditions;
1.2.5 "**writing**" includes facsimile transmission and e-mail and the expression "written" shall be construed accordingly; and
1.2.6 a statute, statutory instrument, regulation, order or licence are references to that statute, statutory instrument, regulation, order or licence as substituted, varied or re-enacted from time to time.

1.3 The headings in these Conditions are for convenience only and shall not affect the construction of these Conditions.

1.4 The words "include" and "including" shall be construed without limitation.

2. THE CONTRACT

2.1 The Contract is governed by these Conditions. Any alternative terms and conditions proffered by the Customer at any time are hereby excluded from the Contract.

2.2 Any quotation issued by the Company for provision of the Services does not constitute an offer capable of acceptance. The Customer's agreement to a quotation constitutes an order for the Company to supply Services subject to and in accordance with these Conditions. The Company reserves the right to reject any order without giving reasons and regardless of whether the Company has previously issued a quotation in respect of the relevant work.

2.3 The Contract will comprise the Customer's order or acceptance of the Company's quotation (as the case may be), the Company's quotation (if any) and the Company's acknowledgement of order, and any other document which the Company and the Customer have expressly or impliedly agreed shall form part of the Contract.

2.4 The Contract shall be deemed to have been entered into upon the Company confirming the Customer's order.

2.5 In the event of any inconsistency between any of the Contract Documents, they shall prevail over each other in the reverse of the order in which they are listed in Condition 2.3, but only to the extent necessary to resolve the inconsistency in question.

2.6 Each quotation or order shall form the subject of a separate Contract.

3. PERFORMANCE

3.1 The Company will perform the Services subject to and in accordance with the Contract.

3.2 The Company will exercise reasonable care and skill in the performance of the Services.

3.3 The Company will use reasonable endeavours to complete the performance of the Services or any part thereof within the relevant timescale (if any) specified in the Contract Documents. However, unless otherwise expressly stated in the Contract Documents any such timescale is an estimate only and any delay in completion of the performance of the Services or the relevant part thereof shall not give rise to a breach of contract on the part of the Company, neither shall the Company be liable for the consequence of such delay.

3.4 The Customer shall promptly provide to the Company such documentation, information, assistance and co-operation, in each case at the Customer's own expense, as the Company might reasonably require from time to time in order to enable it to perform the Services and comply with its obligations under the Contract.

3.5 Without limiting the generality of Condition 3.4 the Customer shall provide, or procure the provision of, such access to the Premises for the Company and its personnel, with or without vehicles, and at such times, as the Company shall reasonably require from time to time.

3.6 The Customer will at its own expense make available to the Company such facilities, if any, (including working space and access to telephone or computer facilities) in order to enable the Company to perform the Services as are specified in the Contract Documentation.

3.7 The Company will use reasonable endeavours to ensure that its employees and other persons acting on its behalf comply at all times with all reasonable site rules, regulations and procedures in force at the Premises which have been brought specifically to the attention of the Company prior to the coming into effect of the Contract.

3.8 No variation shall be made to the Services following the entering into of the Contract without the express prior written agreement of the parties (such consent not to be unreasonably withheld). The Company may, as a condition of its agreeing to a variation to the Services, revise the Price and the timescale (if any) specified in the Contract Documents for the performance of the Services in order to take account of any such variation.

4. PRICE

4.1 The Price is exclusive of Value Added Tax which shall be due at the rate in force on the date of the Company's invoice to the Customer.

4.2 The Company reserves the right, by giving notice to the Client, to revise the Price at any time before or after the Contract has been entered into to the extent necessary to take account of:-
4.2.1 Any additional work or activity which the Company is reasonably required to undertake by reason of the physical state or condition of the Premises, save to the extent that the Company had actual notice of that state or condition prior to the Contract being entered into;
4.2.2 Any waiting time or additional travelling time and costs incurred by the Company to the extent that these are incurred as the result of the interruption or suspension of the performance of the Services due to any cause other than the wrongful act or omission of the Company; or
4.2.3 Any variation to the Services agreed between the Company and the Customer, without limiting the effect of Condition 3.8.

4.3 The Company reserves the right to change the Price in full, including any revisions effected pursuant to Condition 4.2 in the event that the Company is unable to complete the performance of the Services as the result of any cause beyond its reasonable control;

4.4 Unless expressly stated otherwise in the Contract Documentation, the Price excludes any travelling, accommodation or subsistence expenses reasonably incurred by the Company's employees and representatives in connection with the performance of the Services, which expenses the Company shall be entitled to recover from the Customer. The Company shall use reasonable endeavours to agree the amount of such expenses with the Customer prior to incurring the same, and shall ensure that each invoice submitted by the Company which includes a claim for reimbursement of expenses is accompanied by adequate documentary evidence confirming the amount of the expenses claimed.

5. PAYMENT

5.1 The Company shall, unless otherwise agreed in the Contract Documentation, submit one invoice to the Customer in respect of each Contract for the Price and any expenses payable by the Customer plus any value added tax payable upon the completion of the performance of the Services. The Company shall ensure that each invoice constitutes a valid VAT invoice.

5.2 The Customer shall pay the amount due to the Company under each invoice, in full and without deduction or set-off, within 30 days of the date of that invoice.

5.3 If, the provisions of Conditions 5.1 and 5.2 notwithstanding, the Price is payable by instalments and any instalment is not paid on the due date for payment the entire outstanding balance of the Price shall, without limiting any other right or remedy that the Company might have, be due and payable within the period of seven days beginning on the day following that due date. In addition, the Company shall, if the performance of the Services has not yet been completed, be entitled to suspend performance pending receipt of the payment of such balance.

5.4 The Company shall, without limiting any other right or remedy that it might have, be entitled to recover interest on all unpaid sums due to it, accruing on a daily basis from the day following the due date for payment until the date of actual payment, whether before or after any judgment. The rate of interest shall

be the County Court interest rate where the Customer is a Consumer but shall otherwise be the annual rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998.

6. LIABILITY

The following Conditions 6.1 to 6.4 apply only if the Customer is not a Consumer.

6.1 Subject to Condition 6.2:-
- 6.1.1 the total liability of the Company to the Customer for any and all claims arising in relation to the Services or the Contract shall not exceed the Price;
- 6.1.2 the Company shall not be liable to the Customer for any loss of profit, loss of revenue, loss of bargain, loss of business or contract, diminution of goodwill or for any other indirect, consequential or economic loss of any kind; and
- 6.1.3 save as expressly provided in the Contract Documentation all warranties, conditions or other terms implied by statute or common law in relation to the supply of services are hereby excluded; and
- 6.1.4 the Customer may not commence any legal action against the Company in relation to the Services or the Contract after six years from the date of completion of the Services.

6.2 Nothing in the Contract shall limit or exclude the liability of the Company:-
- 6.2.1 for death or personal injury resulting from the negligence (as defined in Section 1 of the Unfair Contract Terms Act 1977) of the Company;
- 6.2.2 for fraud or fraudulent misrepresentation; or
- 6.2.3 for any matter in respect of which it would be unlawful or illegal to exclude or limit its liability.

6.3 Unless otherwise expressly agreed in the Contract Documentation, the Services are provided by the Company for the sole and exclusive benefit of the Customer, and are given without liability to any third party on the part of the Company. The Customer shall fully indemnify the Company and keep the Company fully indemnified from and against any and all actions, claims, demands, costs, losses, expenses, damage or liability suffered or incurred by it as the result of any claim being made or threatened against it by any third party following the use by that third party of, or its reliance upon, the Services.

6.4 The Customer shall fully indemnify the Company and keep the Company fully indemnified from and against any and all actions, claims, demands, costs, losses, expenses, damage or liability suffered or incurred by it to the extent that the same arise as the result of any loss of or damage to any property (including property of the Company) or the death of or injury to any person (including the death of or injury to any employee or representative of the Company) to the extent that such death injury, loss or damage is sustained on the Premises or otherwise as the result of any wrongful act or omission on the part of the Customer or any person present on the Premises.

The following Conditions 6.5 to 6.8 apply only if the Customer is a Consumer.

6.5 The Company is responsible to the Customer for foreseeable loss and damage caused by the Company. If the Company fails to comply with these Conditions, the Company is responsible for loss or damage the Customer suffers that is a foreseeable result of the Company breaking this contract or failing to use reasonable care and skill, but the Company is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both parties knew it might happen, for example, if the parties discussed it prior to the Contract being formed.

6.6 The Company does not exclude or limit in any way its liability to the Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Customer's legal rights in relation to the Services including the right to receive services which are as described and supplied with reasonable skill and care.

6.7 If the Customer uses the Services for any commercial or business purpose the Company will have no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.8 Unless otherwise expressly agreed in the Contract Documentation, the Services are provided by the Company for the sole and exclusive benefit of the Customer, and the Company will have no liability whatsoever to any third party relying on the Services.

7. INTELLECTUAL PROPERTY

Copyright, database right and all other intellectual property rights, whether arising now or in the future, in or in relation to all reports, documents, drawings, designs, photographs and any other materials of any kind, whether or not provided to the Customer, produced by or for the Company in or in connection with the performance of the Services (together, "the Materials") shall vest in the Company absolutely. The Customer shall be entitled to make reasonable use of the same (subject to Conditions 6.3 and 6.8) for such purposes as are reasonably foreseeable but otherwise shall acquire no right, title or interest of any kind in or to the Materials.

8. TERMINATION

8.1 Without prejudice to the other remedies or rights it might have, either party may terminate the Contract at any time by giving notice to the other by giving notice to the other Party if :-
- 8.1.1 the other party is in breach of its obligations under the Contract and such breach, if capable of remedy, is not remedied within fourteen days of receipt from the other party of specifying the breach and requiring it to be remedied; or
- 8.1.2 the other party (not being an individual) becomes insolvent or if an order is made or a resolution is passed for the winding up of the other party (other than a solvent winding up voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt; or
- 8.1.3 the other party (being an individual) dies, becomes bankrupt, has a trustee in bankruptcy appointed over his assets or ceases to pay his debts as they fall due.

8.2 Termination of the Contract shall not limit or exclude the rights or remedies of either party under the Contract which accrued before the effective date of termination

8.3 The provisions of Conditions 5.2, 5.3, 5.4, 6, 11 and 14 shall survive the termination or expiry of the Contract.

9. CONSUMER'S RIGHT TO CANCEL AND REQUESTING SERVICES DURING THE CANCELLATION PERIOD

9.1 Where the Customer is a Consumer and has ordered Services from the Company remotely (e.g. by telephone or email), the Customer has a legal right to cancel the Contract without having to give a reason provided the Customer notifies the Company within 14 days after the order has been accepted (the "**Cancellation Period**"). However, if the Customer requests the Services be performed during the Cancellation Period and subsequently requests cancellation, he must pay for the Services provided up until the time of cancellation and if the Services have been completed, he cannot cancel the Contract and must pay the full Price.

9.2 In order to cancel the Contract in accordance with Condition 9.1, the Customer may telephone, email or write to the Company. There is a model cancellation form available on request but the Customer does not have to use it.

10. INFORMATION ABOUT GREENHATCH AND COMPLAINTS

10.1 Greenhatch Group Limited is a company incorporated in England and Wales with company number 06451761 and registered office at Rowan House, Duffield Road, Little Eaton, Derby DE21 5DR.

10.2 The Company's VAT number is 918466886.

10.3 The Company can be contacted by telephone (including in respect of complaints) at 01332 830044.

10.4 The Company's complaints policy is available on request.

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11. GENERAL LIEN

Without prejudice to any other right which it may have against the Customer, the Company shall have a general lien over any property of the Customer which is in the Company's possession, in respect of all unpaid debts due to it from the Customer. The Company shall be entitled to dispose of that properly as it thinks fit, after the expiration of fourteen days' prior notice to the Customers and to apply the proceeds of sale in, or towards, payment of those debts.

12. FORCE MAJEURE

The Company shall be under no liability if it is prevented from, or delayed in, carrying out the whole or any part of the Contract as the result of any event, matter or circumstance beyond its reasonable control.

13. CUSTOMER ACKNOWLEDGEMENT

The Customer acknowledges that these Conditions are incorporated into the Contract on the understanding that the Price would be higher if the Company were under liability or potential liability additional to those set out in these Conditions and that any such liability or potential liability would be disproportionate having regard to the Price.

14. RECOVERY OF SUMS DUE

Whenever under the Contract any sum of money is owed and payable by the Customer to the Company, the Company shall be entitled to deduct that sum from any monies owed by the Company to the Customer whether under the Contract or any other dealing between the Company and the Customer.

15. MISCELLANEOUS AND GENERAL

15.1 The Contract constitutes the entire agreement between the parties and cancels and supersedes any and all previous agreements (whether oral or written, express or implied) between the parties relating to the subject matter of the Contract. Except for the express written terms of the Contract, the parties acknowledge and agree that in entering into the Contract they have not relied on or been induced by any warranty, statement or representation of the other or any other person relating to the Contract. Nothing in the Contract shall affect any liability of a party for fraudulent misrepresentation.

15.2 No term of the Contract is intended for the benefit of any third party, and none of these Conditions shall be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15.3 Each term of the Contract (including each of these Conditions) is to be construed as independent of every other such term so that the invalidity, illegality or unenforceability of any such term shall not affect the other terms of the Contract, all of which will remain in full force and effect.

15.4 No variation of the Contract is effective unless it is made in writing, refers specifically to the Contract and is signed by a duly authorised representative of the Company and the Customer or its authorised representative.

15.5 No omission or delay on the part of the Company or the Customer in exercising any right, power or privilege under the Contract shall operate as a waiver by it or of any right to exercise it in future or of any other of its rights under the Contract.

15.6 Except as expressly provided in the Contract, the rights and remedies contained in the Contract are cumulative and shall be in addition to every other right or remedy provided by law or otherwise.

15.7 The Company shall be entitled to assign the whole or any part of its rights or obligations under the Contract, or to sub-contract the whole or any part of its obligations under the Contract without the prior written consent of the Customer.

15.8 The Customer shall not be entitled to assign the whole or any part of its rights or obligations under the Contract without the express prior written consent of the Seller.

15.9 Any notice required to be sent under the Contract will be properly served if sent in writing:

15.9.1 by hand, in which case such notice shall be deemed to be served at the time of delivery where it is delivered on a Working Day, and at 9 a.m. on the first Working Day following the day of delivery if it was not delivered on a Working Day; or

15.9.2 by first class or recorded delivery post to any current address of the party in question specified in the Contract Documentation (or such other address as the parties may notify to each other from time to time) in which case such notice will be deemed to have been served two Working Days after the date of posting.

15.10 English law shall govern the construction and operation of the Contract and the Company and the Customer each agrees to submit to the exclusive jurisdiction and procedure of the English courts (except that if the Customer is a Consumer living in Scotland he can bring legal proceedings in respect of the Services in either the Scottish or the English courts, or if the Customer is a Consumer living in Northern Ireland, he can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts).