

## The Conditions

### 1.0 Definitions

#### Document

Includes, in addition to a document in writing, any map, plan, graph, chart, drawing or photograph, any film, negative, tape, or electronic media of any description provided by Adien as part of the Services.

#### Force Majeure

Includes war, strikes, weather, civil unrest, natural disasters and other factors beyond the control of Adien.

#### Input Material

Means any documents or other materials provided by or on behalf of the Client relating to the Services.

#### Output Materials

Means any documents produced by Adien for the Client relating to the Services.

### 2.0 General

1. These Conditions supersede all earlier representations or statements (whether oral, written or electronic) in relation to the Services.
2. Variations to these Conditions can only be made in writing by a director of Adien.
3. The quotation is valid for 90 days.
4. All surveys are priced individually taking into account the perceived complexity and timescale involved to complete the survey.
5. Unless we enter into a specific survey delivery schedule with you we will endeavour to deliver all survey results within 10 working days of the site survey work completing.

### 3.0 Payment Terms & Price

1. Accounts will be invoiced at the end of each calendar month or upon completion of the Services (whichever is the soonest) and must be settled within 30 days prompt payment being the essence of these Conditions.
2. At Adien's discretion, overdue accounts will be subject to interest charges at 8% per annum over the base rate of Adien's bankers (Lloyds TSB plc), added on a daily basis for every day or part thereof the account is in default.
3. The title for all Output Materials shall remain with Adien until receipt of cleared payment.
4. The price payable for the Services will be the price set out in the Quotation as instructed by the Order.
5. The price for the Services provided is exclusive of Value Added Tax, which will be applied at the rate prevailing at time of the Order.
6. Subject to clause 3.7, no variations in price will be agreed once an Order has been issued.
7. If the Client requests a variation to the Services it must be agreed in writing by Adien's contract managers in which case a revised Quotation and Order will be issued which will supersede any previous Quotation and Order in respect of those Services.
8. At Adien's discretion, where a client is to provide Adien with topographical data onto which Adien is to overlay the survey results and the client fails to provide such data within 10 days of the site work completing, then Adien will invoice the client for the full price of the survey.
9. With regard to payments made by Paypal we do not store any any financial details (credit or debit card numbers).

### 4.0 Access & Working arrangements

1. The Client shall provide clear and unrestricted access for Adien to carry out the Services.
2. The Client shall be responsible for obtaining all permissions that may be required for Adien to enter or proceed over properties, land or highways (public or private) in the execution of the Services.
3. The Client shall indemnify Adien against all claims of whatsoever nature made by third parties and arising out of Adien's presence on their property, save where such claims result directly from negligence on the part of Adien.
4. The Client shall be liable for all loss or damage whether direct, indirect, or consequential, suffered by Adien as a result of failure by the Client in performing the obligations referred to in 4.1 and 4.2.
5. The Client shall at his own expense supply any documents reasonably requested on any survey request form issued by Adien from time to time.
6. Documents requested on the survey request form should be delivered to Adien with sufficient time to enable Adien to provide the Services.
7. All documentation provided by the Client must be clearly legible.
8. Cancellations will only be accepted if notice is given in writing at least 48 hours prior to the agreed site arrival time stated in the Order.



visit our website at [www.adien.com](http://www.adien.com)

Registered Office: Systems House, Mill Lane,

Alton, Hampshire, GU34 2QG.

Adien Limited Registered in England No. 3431523



## 4.0 Access & Working arrangements – cont'd

9. Adien reserve the right to reschedule any Services because of unforeseen circumstances, any Force Majeure or upon the site conditions not being as described in the documents supplied by the Client.
10. In the event of any rescheduling in accordance with clause 4.9 Adien shall not be liable to the Client or deemed to be in breach of the Conditions.
11. If a Client is granted access to Adien's website or intranet facilities then the Client agrees that he will comply fully with Adien's "End User Licence Agreement" (EULA) details of which will be provided on request.
12. Adien's normal operations require that surface marker paint is used. Where possible the paint is kept to a minimum to reduce the impact on the environment. Adien uses bio-degradable water-based marker paints, so most paint marks disappear over a few weeks. The Client must inform Adien of any area that may be sensitive to paint marking or any area that cannot for any reason be marked in this way in writing at least 48 hours prior to the agreed site arrival time stated in the Order.

## 5.0 Warranties

1. Subject to any limitations on the accuracy or completeness or other qualifications that may be set out in the Quotation and/or also the Output Documents Adien warrants that the Services shall be performed with reasonable skill and care according to industry standards.
2. Adien shall not be liable for any breach of the warranty in clause 5.1 if the Client has failed to comply with the Conditions

## 6.0 Liabilities

The following provisions set out the entire financial liability of Adien (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Client in respect of:

1. Any breach of these conditions
2. Any representation, statement or tortious act or omission including negligence arising under or in connection with the provision of the Services
3. Adien's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Services shall be limited to the price of the Services instructed by the Order.
4. Adien shall not be liable to the Client for any indirect, special or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims or consequential compensation whatsoever (howsoever caused) which arises out of or in connection with the provision of the Services.
5. Notwithstanding any other provision of the Conditions no action or proceedings for any breach of these Conditions shall be commenced against Adien after the expiry of 1 year from the date of completion of the Services.

## 7.0 Intellectual property

1. The property and any copyright or other intellectual rights in any Output Material shall, unless otherwise agreed in writing by a director of Adien, belong to Adien, subject only to the right of Client to use the Output Material for the purpose of utilising the Services.
2. The property and any copyright and any other intellectual property rights in any Input Material shall belong to the Client (or the owner as the case may be) but the Client grants (or shall procure the grant of) permission for Adien to use and copy the Input Material for the purpose of the Services.
3. Adien operates a policy of continual product development and reserves the right to alter, vary, suspend or change any material aspect of Adien's literature or documents without notice.
4. Adien's website and brochures, sales leaflets, literature, catalogues are not binding and reasonable variations may be made to any services offered by Adien without notice and such variations shall be accepted as complying with the Conditions.

## 8.0 Force Majeure

If performance of Adien's obligations in respect of the Services or the Conditions is delayed or hindered by circumstances beyond Adien's control amounting to Force Majeure as defined in the Conditions the following provisions apply:

1. Adien will as soon as reasonably practical give the Client notice of the reasons for the delay or hindrance. Failure to give notice will not prevent Adien from relying on the remaining provisions of this clause and Adien will incur no liability for failure to give notice.



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## 8.0 Force Majeure cont'd

2. Adien's duty to perform its obligations shall be suspended for as long as the circumstances amounting to Force Majeure exist and the time for performance of Adien's obligations shall be extended by a period equal to the duration of those circumstances.
3. If the delay or hindrance shall continue for a period in excess of [6] months either party may serve on the other written notice terminating the Services in which case Adien shall be entitled to be paid an amount based on the Quotation which properly and reasonably reflects the Services performed by the Consultant up to that termination.

## 9.0 Insurance

1. Adien will maintain the insurance cover set out in the Quotation in relation to the Services.

## 10.0 Dispute Resolution

1. If any dispute or difference arising out of or concerning or touching upon these Conditions shall arise between the Client and Adien and such dispute or difference cannot be resolved by negotiation or if either the Client or Adien requires the dispute to be referred to adjudication then either the Client or Adien may refer the dispute or difference to adjudication under the Housing Grants, Construction and Regeneration Act 1999 and such adjudication shall be conducted in accordance with the Scheme for Construction Contracts SI 1998 No. 649.
2. Subject to clause 10.1 the Client and Adien agree that any difference or dispute of whatever nature arising out of or concerning or touching upon these Conditions shall be referred to the English courts.
3. These Conditions shall be governed by English law.
4. All disputes must be raised within 6 months of the survey results being delivered.



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