



HySurv

Registered name: Premsafe (North) Ltd  
4 Spur Road, Cosham  
Portsmouth  
United Kingdom  
PO80BT

## QUOTE

Bill to

**Kettering Computer Solutions**

Ironstone Way, Brixworth NN6 9UD

Estimate Date	Reference No	Asset Address
21/05/2021	QT-000-348	27 Drapery, Northampton, NN1 2ET

Item & Description	Qty	Rate	VAT %	Amount
Option 2 - HySurv's CAA approved pilot to carry out flight operation over the roof area. Data Capture Only	1	£600.00	20	£600.00

All quotes and invoices are confidential and must not be disclosed with third parties.

Sub Total £600.00

Standard Rate (20%) £120.00

**Total (inc VAT) £720.00**

Company No: 11836877 | VAT No: 317467882

## Terms & Conditions

HySurv refers to Premsafe (North) Ltd having its registered office at 4 Spur Road, Cosham, Portsmouth, United Kingdom, PO6 3EB. HySurv undertakes to provide services in accordance with these general conditions (hereinafter called "General Conditions") and accordingly all offers or tenders of service and all resulting contracts, agreements or other arrangements will in all respects be governed by these General Conditions, unless otherwise specifically agreed in writing except only to the extent that the law of the place where such arrangements or contracts are made or carried out shall preclude any of the General Conditions and in such case the said local law shall prevail wherever, but only to the extent that, it is at variance with these General Conditions. HySurv acts for the person or body from whom the instructions to act have originated (hereinafter called "the Client"). No other party is entitled to give instructions, particularly on the scope of inspection or delivery of report, unless so authorised by the Client. HySurv is irrevocably authorised by the Client to deliver at its discretion the report to a third party where so instructed by the Client or where it implicitly follows from circumstances, trade custom, usage or practice.

HySurv will provide services in accordance with:

- the Client's specific instructions as confirmed by HySurv;
- the terms of any standard order form and/or standard specification sheet of HySurv, if applicable;
- any relevant trade custom, usage or practice and
- such methods as HySurv shall consider appropriate on technical, operational and/or financial grounds.

Documents reflecting engagements contracted between the Client and third parties, or third parties' documents, such as copies of contracts of sale, letters of credit, bills of lading, etc., are (if received by HySurv) considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by HySurv.

Subject to the Client's instructions as accepted by HySurv, HySurv will issue reports of inspection which reflect statements of opinion made with due care within the limitation of instructions received but HySurv is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.

The Client will:

- ensure that instructions to HySurv and sufficient information are given in due time to enable the required services to be performed effectively;
- procure all necessary access for HySurv's representatives to enable the required services to be performed effectively;
- supply, if required, any special equipment and personnel necessary for the performance of the services;
- ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on HySurv's advice whether required or not;
- take all necessary steps to eliminate or remedy any obstruction to, or interruptions in, the performance of the services;
- inform HySurv in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party, whether or not a report or certificate has been issued by HySurv, failing which

HySurv shall be under no obligation to the Client. HySurv may delegate the performance of the whole or any part of the services contracted for with the Client to any agent or subcontractor.

In the event that any unforeseen problem or expenditure arises in the course of carrying out any of the services HySurv shall be entitled to an additional charge to cover additional time and cost necessarily incurred to complete the services.

If HySurv is unable to perform all or part of the services because of lack of access or availability of goods or undue postponement or delay, HySurv shall be entitled to a delay charge and to reimbursement of any non-refundable expense incurred by HySurv.

If HySurv is prevented by reason of any cause whatsoever outside HySurv's control from performing or completing any services for which an order has been given or an agreement made, the Client shall pay to HySurv: the amount of all abortive expenditure actually made or incurred; a proportion of the agreed fee equal to the proportion (if any) of the services actually carried out; and HySurv shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required services.

#### Settlement Terms

The prices quoted exclude VAT which will be charged on all transactions at the prevailing rate.

Provided that the Client has produced references which in HySurv's opinion are satisfactory the Client shall punctually pay not later than 30 days after the relevant invoice date or within such other period as may have been agreed in writing by HySurv all charges rendered by HySurv failing which interest will become due at the rate of 3 month LIBOR + 2% per cent per annum from the date of invoice until payment. In all other cases payment shall be in advance upon submission by HySurv of an invoice. The Client shall not be entitled to retain or defer payment of any sums due to HySurv on account of any dispute, cross claim or set off which it may allege against HySurv. The client shall also pay all of HySurv's costs of collecting any amounts owed to HySurv, including legal fees and court costs.

In the event of any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the Client HySurv shall be entitled to suspend or, at its option, terminate all further services forthwith and without liability.

#### Force Majeure

HySurv shall not be liable for failure to perform or delay in performance of any contract or for the loss or damage to goods indirectly caused by force majeure to include acts of God, fire, theft, riot, war, embargo, strike of labour, delays in delivery or material by suppliers, prohibition of export or import, confiscation of any other occurrences (whether or not of a similar nature to those specified) beyond the control of HySurv. No consequences of any such event shall give rise to the recession of the Contract unless in the opinion of HySurv the contract becomes incapable of performance.

#### Confidentiality

HySurv agrees to hold all information provided by the Client confidential where the client so specifies save where such information is known to HySurv already or exists already in the public domain until either the information enters the public domain or HySurv is given the same information by a third party or the Client is found to be in breach of contract by a court of law or three years have elapsed – whichever is the sooner.

#### Personal Details

The Client consents that any personal information supplied by the Client may be used by HySurv in connection with its business.

In cases where the information relates to an individual acting as a business (e.g. sole trader) HySurv may search the files of credit reference agencies, who will record the search.

HySurv may share this information with third parties with whom they have a business relationship. The Client may be contacted by telephone, mail, fax, or email.

#### Limitations of Liability & Indemnification

HySurv undertakes to exercise due care and skill in the performance of the services and accepts responsibility only in cases of proven negligence.

The liability of HySurv in respect of any claim for loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to the amount of the fee payable in respect of the specific service required which gives rise to such claim, provided, however, that HySurv shall have no liability for any indirect, special or consequential loss (including loss of profits).

HySurv shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year after the date of the performance by HySurv of the specific service which gives rise to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.

The Client acknowledges that HySurv does not, either by entering into a contract or by performing services, assume, abridge, abrogate or undertake to discharge any duty of the Client to any other person.

HySurv is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

The Client shall guarantee, hold harmless and indemnify HySurv and its officers, employees, agents or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature including reasonable legal expenses and howsoever arising relating to the performance, purported performance or non-performance, of any services to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned in condition 6(b).

#### Rights of Ownership Copyright and trademarks

Notwithstanding any payments received from the Client all rights of ownership to all materials prepared by HySurv whether written or not shall remain the property of HySurv.

Copyright and distribution rights are reserved by HySurv at its sole discretion except where these rights are explicitly stated in writing to have been waived or where the contract between HySurv and the Client explicitly provides or where the material is so endorsed by HySurv.

HySurv however grants the right, without prejudice to its position under the previous paragraph, to the Client to copy freely any material provided by HySurv as part of work wholly commissioned by the Client provided that distribution of these copies is exclusively within the Client's particular organisation.

Should the subject material relate to a third party for whom the Client acts HySurv further grants the right, without prejudice to its position under the preceding paragraphs, to the Client to copy freely any material provided by HySurv as part of work wholly commissioned by the Client provided that distribution of these copies is exclusively within the Client's particular organisation and the third party's organisation to which the material relates.

All photos displayed on this site are copyright (moral rights asserted). They may not be copied or downloaded onto any other computer or medium, except insofar as they are cached by web-browsers during normal use.

The gallery and thumbnail images may be displayed on third-party web pages using embedded links, provided their source is acknowledged and they are accompanied by functional links to [www.hysurv.com](http://www.hysurv.com) and stored locally on third party servers or workstations.

The client hereby grants to Premsafe (North) Ltd and assigns, the irrevocable and unrestricted right to use and publish thermal images of the assets or property surveyed, for editorial, trade, advertising, and any other

purpose and in any manner and medium, to alter the same without restriction, and to copyright the same . This clause hereby releases Premsafe (North) Ltd and their legal representatives and assigns from all claims and liability relating to said thermal images.

#### Governing Law and Jurisdiction

Except where otherwise stipulated in writing the relations, arrangements and agreements between the parties shall be governed by the laws of England & Wales and all disputes which may arise under out of or in connection with any contract between HySurv and the Client shall be submitted to arbitration by the London Court of Arbitration in accordance with its Rules for the time being in force. Service of any notices in the course of such arbitration to the address of the Client given in the Contract shall be valid and sufficient.

All references in the Terms and Conditions to the masculine gender shall deemed to include the feminine and neuter genders. Failure or neglect by HySurv to enforce at any time any of the provisions hereof shall not be construed a waiver of HySurv's right nor in any affect the validity of the whole or part of this Contract nor prejudice HySurv" rights to take subsequent action.

The headings of the terms and conditions are inserted for convenience or reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Contract. In the event that any of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable it shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

No agent of either party has authority to make oral representations prior to or after placing an order and the Client has not relied upon any oral representations in placing an order nor has any agent or either party authority to vary or modify the Terms and Conditions herein which may only be varied or modified in writing by HySurv.

#### Conditions Rates

- There are no cancellation charges if weather effected (unless customer insist on attendance)
- Cancellations up to 48 hours prior to survey will have no charge applied
- Cancellations 24 – 48 Hours prior to survey will be charged at 50% of the fee
- Cancellations less than 24 hours will be charged at full survey fee or 50% if survey rescheduled.
- Aborted surveys where conditions are not met e.g. No heating - will be charged at full survey fee.
- Report turn around is normally 5 – 10 working days. This will be dependent on size of property surveyed and workload.
- All invoices to be settled on 30 days from issue.