

# Terms & Conditions Document

**Last Updated: 29/06/2020**

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Please read the terms and conditions of our services carefully. By agreeing to our quote and commissioning us for work you agree to be bound by all of the terms and conditions within this document.

## 1 Company Details

**Business Name:** THS Concepts Limited

**Directors:** Tom Ayre & Chris Horton

**Company Registration:** 08395603

**VAT Registration:** 216990194

  

**Trading Address:** 92 Bellhouse Lane  
Leigh-On-Sea  
Essex  
SS9 4PQ

  

**Telephone Number:** 0208 935 5160

**Email Address:** [info@ths-concepts.co.uk](mailto:info@ths-concepts.co.uk)

## 2 Finance Terms

### 2.1 Quotes

All quotes are valid for a maximum of 30 days, following this period costs may increase/decrease.

### 2.2 Job Instruction

Upon acceptance of our quote and instruction of our services, you will be required to complete an online form to clarify invoice payer details. This must be submitted to us before we can confirm your booking and commence works.

If you are not the bill payer, the relevant option on the form must be selected and the correct payer details submitted. Failure to complete the payer information will result in you becoming liable for the invoice.

### 2.3 Job Cancellation Fees

#### **Same Day Cancellation Fee**

If a survey has been cancelled or postponed on the day of the survey, a fee of 35% of the quotation value or £550+VAT (whichever is greater) will apply.

#### **Day Before Cancellation Fee**

Surveys that are cancelled by the client on the day before the scheduled arrival will be subject to a 20% fee of the full quote cost or £300+VAT (whichever is greater).

### 2.4 Invoice Terms

#### **Commercial Clients**

Following the issue of drawings/survey results, payments are to be strictly within 30 days of the invoice date.

#### **Non-Commercial Clients**

Following the issue of drawings/survey results, payments are to be strictly within 14 days of the invoice date.

### 2.5 Overdue Invoices

We reserve the right to charge statutory interest on all debts that exceed our invoice due date.

The current rate set by the Government at 8% + the Bank of England base rate on a per annum basis. In addition, we also reserve the right to charge debt recovery costs as set out by Government guidelines.

## **2.6 Issuing Drawings to Commercial Clients**

For first-time commercial clients, at the point of drawing completion, watermarked PDF files will be issued via email along with an invoice for the works. Once this invoice has been paid, final copies of the associated drawings in PDF and DWG (CAD) format will be provided via email.

For existing commercial clients, if no previous invoices are overdue by more than 14 days, final copies of the drawings in PDF and DWG (CAD) format will be provided via email at the point of completion.

If existing clients have previous invoices overdue by more than 14 days, watermarked PDF files will be issued via email along with an invoice for the works. DWG (CAD) and final PDF files will only be issued once the account is up to date.

## **2.7 Issuing Drawings to Non-Commercial Clients**

At the point of drawing completion, watermarked PDF files will be issued via email along with an invoice for the works. Once this invoice has been paid, final copies of the associated drawings in PDF and DWG (CAD) format will be provided via email.

## **2.8 Ownership**

THS Concepts retain the ownership of any drawings, CAD files and data until the invoice is settled in full.

## **2.9 Refunds**

If you aren't satisfied with our drawing or survey work please notify us in writing clearly stating any issues within 30 days of receiving the drawings. We reserve the right to rectify any erroneous or missing data/information either by re-visiting the site or amending drawings. Please note we cannot issue any refunds after the 30-day limit has elapsed.

## **3 Site Conditions**

### **3.1 Adverse Weather Conditions**

For adverse weather conditions such as high winds, heavy rain, snow or thunderstorms, we reserve the right to reschedule the survey date for the client free of charge. Working outdoors in adverse weather conditions can be dangerous, cause damage to equipment and result in survey inaccuracies.

### **3.2 Animals**

We will not survey areas where unsecured large animals are present. For example, fields with horses, cows, bulls, goats etc. For domesticated animals we won't survey areas where our Surveyors deem the animals to be a risk to their personal safety.

### **3.3 Anti-Social Behaviour**

THS Concepts reserve the right to remove ourselves from surveys in which we feel unsafe, uncomfortable or disrespected. Rudeness from clients will not be tolerated and our staff may decide to leave the premises if this occurs and is not dealt with instantly. In this instance you will be liable to pay our same day cancellation fee and we may refuse to re-visit and complete the required works.

In situations where we feel our staff are likely to be physically harmed or harassed, we will leave the survey site immediately.

It must be disclosed to us prior to undertaking any survey works if you feel there is an immediate threat to our personal wellbeing. Examples of this include high rates of targeted crime and any likely aggressive interrogation or abuse from others (neighbours, tenants etc.).

### **3.4 Asbestos**

If there is a presence of asbestos, or suspected presence, this must be adequately communicated to THS Concepts. If we have to withdraw from site as a result of this a same day cancellation charge will apply.

### **3.5 Broken or Steep Ground**

Where the ground is particularly steep or broken it may not be possible to safely survey without causing potential injuries. You must let us know if such a problem could affect our ability to undertake the required survey work.

### **3.6 Confined Spaces**

THS Concepts will not survey in any confined space without prior discussion with the client. Please make us aware of any areas that require confined space surveying.

### **3.7 Dangerous Structures**

We will not survey in dangerous or structurally unsound structures. It is at our Surveyors discretion to define as to when a structure is in a dangerous condition. Examples of dangerous structures include holes in the floor, dilapidated structures, burnt out structure etc.

### **3.8 Animal Waste & Vermin**

Where there is a large build-up of animal droppings/waste or a presence of vermin on site, due to health risks no survey work will be undertaken until this has been cleared by an approved contractor. If we have to withdraw from site as a result of this a same day cancellation charge will apply.

### **3.9 General Survey Access**

We do not undertake any site clearance so please ensure areas that need surveying are clear of debris, dense vegetation and obstructing items.

### **3.10 Hypodermic Needles/Paraphernalia**

In areas where needles or drugs paraphernalia is present THS Concepts will not survey until a suitable contractor has cleared the area.

### **3.11 Lighting**

We will assume that there is adequate lighting to allow our Surveyors to undertake their work safely. Our Surveyors will be equipped with head torches suitable for lighting up small rooms and areas.

If larger areas need to be lit, we need to be told prior to arrival. It may require additional costs to provide adequate lighting. If we arrive and have not been told about inadequate lighting, we may need to charge a same day cancellation fee.

### **3.12 Overgrown Areas**

In areas of dense vegetation THS Concepts will endeavour to survey as much information as possible. However, it may mean that no or very little information can be picked up in these areas without clearance by the client. If we have to withdraw from site as a result of this, a same day cancellation charge will apply.

### **3.13 Site Working Hours**

It is assumed that we can survey, without interruption, between the hours of 08:00 and 17:30. We will give the client an indication of how long the survey will take. If we are asked to leave prior to this, it may incur a day cancellation charge.

### **3.14 Theft of Equipment**

Our instruments and equipment are valuable, and it is therefore important that it is protected from theft. It is the responsibility of our clients to ensure we can operate in a safe and protected environment whilst on their property or within a designated site. This includes the securing of property from trespassers, ensuring there are no unauthorised persons present (squatters etc) and safeguarding our equipment from other workers, residents or visitors.

In situations where we feel our equipment is at high risk of being damaged or stolen, we will leave the survey site immediately.

### **3.15 Working at Height**

Where a survey is required on a flat roof or above ground level, it is assumed that there is suitable safe access. Suitable access will be provided by stairs or ladders that are deemed to be in good working condition.

If we need to bring a ladder to site this should be brought to our attention at least 1 day prior to our arrival. It may require additional costs to provide this.



## 4 Methodology

### 4.1 General

Please note that provisional/suggested time frames are based on typical survey and draughting times. In some instances, we may exceed our provisional return date and we will notify you if this is the case. If you have not received the drawings or data by the expected return date, please notify us as it is possible our drawing/data issue email may not have made it to you.

We can only issue CAD-compatible files in DWG format. Printable drawings are issued in PDF format. All digital drawings and data will be issued via email to the initial client. Photographs are offered as a chargeable optional extra and will be issued via a third-party online cloud/file storage provider. If you require photographs this must be requested at the time of instruction.

We can post printed drawings to you at your request, but only in A4 & A3 sizes. We cannot print and post drawings at A2, A1, A0 or larger page sizes. Please note that we may print A0, A1 & A2 drawings on to an A3 sheet so bare this in mind as it will not be to scale. If you require printed copies please let us know.

THS Concepts cannot advise on any structural aspect of a building. Any structural information recorded is to be checked by third party Engineers for suitability.

If you suspect THS Concepts has recorded and presented an incorrect measurement, please let us know as soon as possible prior to further works taking place.

### 4.2 Lease Plans

Before undertaking any lease plan surveys, we require a clear instruction regarding your requirements. If you are in doubt, please ask for guidance from your Solicitor. THS Concepts are not legally qualified to determine what should or shouldn't be shown on either the drawing(s) or deeds.

We can only undertake lease plan surveys and will not work from existing plans, notes or dimensions from others.

We will issue all Land Registry drawings with a 'Draft' watermark and status in order to obtain your/your Solicitors approval. Once approved, we will issue an invoice for the works which must be paid in full prior to us releasing final copies of the drawing(s) suitable for Land Registry submission.

We are happy to make on-going amendments within a reasonable timescale. It is recommended that you are clear and correct with your requirements before we undertake the site survey. We will charge additional fees for any large and time-consuming amendments at our discretion.

All room layouts will be measured approximately 1m above ground level.

Areas that cannot be seen (e.g. party wall thickness) will be assumed. If we cannot access areas of the building due to locked doors we will inform the client for further guidance.

### 4.3 Measured Surveys

Unless otherwise stated, measured surveys are undertaken to RICS accuracy band E as per the RICS document 'Measured Surveys of Land, Buildings and Utilities, 3rd edition'.

Please refer to our measured survey specification table to see what is and what is not included in your survey by default.

Roof plans and heights will be measured as accurately as possible, however, due to access or visibility some elements may be assumed and labelled on the drawing(s) accordingly.

Areas that cannot be seen (e.g. party wall thickness) will be assumed. If we cannot access areas of the building due to locked doors, we will inform the client for further guidance.

Our Surveyors are often required to access loft spaces. If you cannot provide safe access via a ladder or stair, please inform us prior to the survey date.

We typically operate technical instruments inside and outside of properties, usually in the form of total stations or 3D scanners on tripod legs. It is important that our equipment is not disturbed, touched, knocked or damaged by clients, children and animals. If you feel this could be an issue, please let us know prior to the survey date.

## 4.4 Measured Survey Specification

As standard we will survey and indicate the following items:

### **Standard Items**

#### Decorative

- Decorative hatching (roof tiles, brick etc.) – *indicative*

#### Drainage

- Inspection chamber & manhole positions (within site & public domain) – *site plan only*
- Inspection chamber & manhole invert levels (within client's property only) – *where openable*
- Pipes (RWPs, SVP's etc.)

#### Fixtures

- Fixed furniture (built-in wardrobes, kitchen worktops etc.)
- Kitchenware (sinks, hobs etc.) – *indicative*
- Sanitaryware (toilets, basins, baths etc.) – *indicative*

#### Landscaping

- Boundary & fence lines – *site plan only*
- Low level garden walls – *site plan only*
- Tree positions (>0.2m trunk diameter) – *site plan only*
- Vegetation in outline (bushes, shrubs etc.) – *site plan only*

#### Services

- Boiler location
- DCU location
- Electric meter location
- Gas meter location
- Water tank location

#### Structural

- Door positions with swing direction
- Loft hatch position
- Overhead beam positions
- Skylight positions
- Stair positions with directional arrow
- Walls and partitions
- Window positions

#### Technical

- Ceiling & overhead beam heights
- Door heights
- External surface changes (grass, paving etc.) – *site plan only*
- Floor levels (obvious changes)
- Window cill & head heights

Additional non-standard items as shown below will need to be requested if required:

### **Additional Non-Standard Items**

#### Decorative

- Architraves
- Covings
- Dados
- Decorative mouldings
- Fireplace detail (mantel, surround etc.)
- Skirtings
- Any other decorative feature not included as standard

#### Fixtures

- Accurate kitchenware (sinks, hobs etc.)
- Accurate sanitaryware (toilets, basins, baths etc.)

#### Services

- Audio & visual (door phones, ceiling speakers etc.)
- Digital displays & controls (thermostats etc.)
- Light fittings (ceiling, wall & floor)
- Radiator lengths and positions
- Sensors & detectors (smoke detectors, motion sensors etc.)
- Sockets (13amp, 5amp, coaxial etc.)
- Switches (lights, fused spurs etc.)
- Vents & extracts (extractor fans, fresh air vents etc.)

#### Technical

- Internal surface finishes (carpet, floorboards etc.)

If you require items which are not shown on either list, please get in touch to see if we can assist.

## 4.5 Monitoring Surveys

THS Concepts cannot be held responsible for inadequate placement of survey points. The client must check the post setup report and advise if they need additional points or points moved etc.

During the monitoring period THS Concepts will return to the site at the agreed intervals as set out by the client and/or the survey specification. We will install a local control network of nails and targets set at a practical distance from the works as our reference stations.

THS Concepts use strong adhesive to stick monitoring and setting out targets to walls. We cannot be held responsible for damage as a result of installation or removal of targets from the walls. If you are worried about this, please discuss with us prior to our arrival on site.

THS Concepts will require clear access to the monitoring targets on each and every visit. If clear access is an issue, we reserve the right to charge additional costs as it may take more time to complete the required survey works.

We endeavour to return monitoring survey results within 2 working days of each site visit. This is in the form of a table dictating positional changes as distances to the nearest 0.1mm. Each set of survey results are referenced to the last survey visit and the original base readings.

We can also provide supplementary graph data for each particular monitoring point. This is not issued as standard and must be requested by the client.

For monitoring surveys all invoices will be issued on a monthly basis and only one month of credit will be permissible. THS Concepts reserve the right to cancel scheduled site visits and withhold survey results if previous invoices are overdue and have not been settled.

## 4.6 Site Engineering

Our standard setting out surveys include the provision of nails, timber pegs and retro targets. If you require items such as steel rods, road pins, fixed plastic datums or string lines please let us know. Steel rods are charged at £2 each, fixed plastic datums at £4 each and string lines at £5 each. Other specific demarcation items will be charged at a price agreed between both parties before works commence and the items are ordered.

Unless the client has stated, we will use existing setting out points provided by the client in drawings that have been sent to us. Please state if this is not the case.

Our setting out is typically undertaken to tolerances of 5mm in plan and height on solid surfaces. For softer surfaces such as grass, gravel etc. this would be 20mm in plan and 20mm in height.

Please note that we cannot be held responsible for setting out markers when we are not on site as these can be moved by site workers, animals, weather etc.

We must have all relevant drawing & setting out data at least 24 hours prior to our arrival on site. This ensures we have sufficient time to programme the information into our equipment and check for erroneous data.

For site engineering all invoices will be issued on a monthly basis and only one month of credit will be permissible. THS Concepts reserve the right to cancel scheduled site visits or refuse work if previous invoices are overdue and have not been settled.

## 4.7 Topographical Surveys

We will attempt to survey the positions of all visible inspection/service covers on site. If requested in the job specification, we will attempt to lift and record the invert levels. We may not be able to provide this if the lid cannot be physically lifted, is obstructed, damaged or requires specialist equipment to lift. We do not lift inspection chambers on the public highway or on land that we do not have permission to access.

Areas of dense vegetation will be surveyed in outline only and we will not be able to observe any levels or objects/items within the undergrowth. If you are aware of areas of dense vegetation prior to our arrival, it is recommended that you clear this in order to maximise access and therefore survey data.

## 4.8 Topographical Survey Specification

Unless outlined in our either our quote or an attached specification sheet, we shall survey the following items as part of a topographical survey:

- Building outlines (clients & immediate neighbours) – *where visible*
- Changes in surfaces (grass, concrete, tarmac etc.)
- Chimney outlines – *where visible*
- Chimney heights – *where visible*
- Drain gully positions
- Eaves heights (clients & immediate neighbours) – *where visible*
- Embankments (top & bottom)
- Fence lines – where visible/accessible
- Finished floor level (ground floor only) – *where accessible*
- Footpath extents
- Inspection chamber & manhole cover positions (within site & public domain)
- Inspection chamber & manhole cover levels (within site & public domain)
- Inspection chamber & manhole invert levels (within client's property only) – *where openable*
- Kerb lines (tops & bottom)
- Low level and retaining walls
- Overhead utility lines
- Pipes (RWPs, SVP's etc.)
- Planting areas
- Poles (telegraph, power, pylons etc.)
- Ridge heights (clients & immediate neighbours) – *where visible*
- Road channels
- Street fixed furniture (benches, phone boxes etc.)
- Tree groups (>0.2m trunk diameter)
- Tree spread (of trees >0.2m trunk diameter)
- Tree trunk diameter (>0.2m)
- Tree positions (>0.2m trunk diameter)
- Vegetation outline (bushes & heavy brush)
- Water course height (lakes, rivers, streams etc.) – *where accessible*
- Water course outlines (lakes, rivers, streams etc.) – *where accessible*

Survey data to be referenced to Ordnance Survey (OS) coordinate system OSGB36. In rare instances where we cannot pick up a GPS signal this may not be possible.

A minimum of 2 permanent control stations (nails) will be left outside of the site. The co-ordinates of these are specified on the issued drawing(s).

## 4.9 3D Scanning

Upon completion of the works, all raw point cloud data will be stored on our server for six months before deletion. If requested, the relevant files associated with this data can be issued on either a USB memory device or via an online cloud-based download link.

The data will not be referenced to the Ordnance Survey national grid unless agreed in advance.

Our quotation will be based on the assumption that there will be unhindered access to the site between standard working hours (09:00-17:30, Monday-Friday) and does not allow for any site inductions or delays, unless agreed otherwise in advance.

It is the client's responsibility to ensure that access is available to all areas of the site required for data capture on the day of scanning. Any areas which are inaccessible will not be captured as part of the scan and subsequently will not be included as part of the deliverables. These will be notified to the client on the day of the scan.

Provisions will need to be arranged by the client, to ensure that the area of works is free from staff, visitors and equipment where reasonably possible. If this is not conceivable, delays may be unavoidable and further work may be required.

The client must ensure that the area of works is safe and complies with the Health and Safety at Work Act, as well as any other relevant regulations. It is the responsibility of the client or employer's agent to provide adequate temporary or task lighting, if this is required for the project.

All external laser scanning activities are weather dependent; it is the decision of THS Concepts LTD whether to commence laser scan on the day.