



2.17 TERMS AND CONDITIONS

DEFINITIONS

i) The Terms and Conditions governing the provision provided by Quality Traffic Surveys with the exclusion of any other oral or written statement or agreement whatever its legal character.
In this contract:

‘The Company’ means Quality Traffic Surveys.

‘Service’ means the provision of the services referred to in clause 1.1 above and further contained herein.

‘Charges’ means the total charges as set out in clause 2 hereof.

‘The Customer’ means a company or individual who completes an application with the Company for the service.

‘Invoice’ means an invoice for the total of the charges for the relevant period including administration charges including VAT at the present level set by HM Government.

‘Account Number’ means the booking number issued by and on behalf of the Company the use of which is governed and controlled by these terms and conditions.

ii) ANPR Survey relates to automatic number plate reading survey.

iii) ATC relates to automatic traffic counters the type we use are Metrocount TM.

CHARGES

- i) For all works by the business at a rate agreed with the Company in writing plus all other agreed charges including sundry, verbally agreed charges, and administration charges.
- ii) For all services undertaken by the Company and any other contained in preceding clauses:-
All local or other taxes (including Value Added Tax) at the rate determined by the Company or the appropriate tax authorities.
- iii) The Customer hereby acknowledges that when booking a service by account they agree to pay the charges provided herein on receipt of the invoice from the Company within 31 days of receipt of the bill.
- iv) The company reserves the right for all works over £10,000 to charge 50% up front at 60 day terms of payment from the appointment of the works or when invoice is issued..
- v) The company reserves the right for all works over £15,000 to charge 60% up front at 60 day terms of payment from the appointment of the works or when invoice is issued.

Under the late payment of commercial Debts Regulations 2002, we can exercise our statutory right to charge interest and administration fee on overdue invoices.

THE RIGHTS AND POWERS OF THE COMPANY

- i) The Company reserves the right to:-
Alter any account number or security code number or the invoice limit at any time and notify the Customer of such changes.

Change the rules or instructions concerning the use of any part of the Service from time to time and to notify the Customer accordingly.

Temporarily suspend the Service to the Customer wholly or in part in the interest of the security or quality of Service or in the interest of other Customers or if the Invoice limit is exceeded.

Suspend or temporarily suspend the Service in the event of communication failure.

PAYMENT OF INVOICES

Subject to any other written agreement between the parties hereto:

- i) Invoices will be delivered upon completion of all aspects of a project.
- ii) The Customer agrees to pay in full within 31 days of the date the total of such invoices.

INVOICE LIMIT

The company sets no limit on accounts, but may use external agencies to check the security of large contracts with new businesses.

SUB CONTRACTORS

- i) Where Quality Traffic Surveys appoint Sub Contractors the appointment will be for the duration of a specific project only and will not guarantee any further additional or new work in the future.
- ii) Each Project Manager is free to appoint there needed Sub Contractors for the businesses needs on works as long as a Director of the business has signed this off verbally or in writing or by email. The lowest price is not always selected and the business reserves the right to apply differing factors and reasoning to the choice of appointments.
- iii) Invoices from Sub Contractors only become due for payment when the following criteria are met :
 - a) All aspects of the work have been delivered and approved by the project Manager
 - b) All aspects of the work have been approved and accepted by the end client
 - c) 31 days have passed since a) and b) have been fulfilled.
- iv) The company will attempt when cash flow and resources allow to pay subcontractors prior to the points above. However this attempt does not constitute a guarantee of the payment.
- v) The company accepts the late payment of Commercial debts regulations and acknowledges that once an invoice has been approved within reasonable time that we as a business have 60 days to pay before the supplier can charge interest at 8% plus base and a fee varying from £40 - £100 for the debt payment. We accept that this is the law and will honour these conditions without the need for a court action or county court judgement)

TERMINATION

The Service provided by the Company may be terminated as follows:

- i) By the customer giving a justifiable time and reason for the cancellation of works.

- ii) Immediately if the Customer (without prejudice to any other rights or remedy of the Company) :
Fails to pay when due any sums payable.

Commits any act of bankruptcy or compounds with his creditors or a Petition or Receiving Order in Bankruptcy is presented or made against the Customer or a Petition for an Administration Order is presented in relation to the Customer or Resolution or Petition to wind up the Customer is passed or presented (otherwise than for reconstruction or amalgamation) or a Receiver or Administrative Receiver is appointed.

Fails to observe or perform or breaches any of the Terms and Conditions set out herein.

- iii) Any waiver by the Company of any breach by the Customer of these Terms and Conditions is limited to that particular breach. No delay by the Company to act upon a breach shall be deemed a waiver.

DISPUTES

i) In the event of any dispute concerning the calculation by the Company of its charges such dispute shall be notified to the Company by the Customer within 14 days of the Invoice. In the event of no such notification being received by the Company the Customer shall accept the amount as being properly due and calculated and shall not be entitled to dispute the sum in any way.

ii) Any dispute arising under the Terms and Conditions which does not involve a complicated issue of law shall be referred in the first instance to senior Monisyst staff at Board Level.

VARIATION

The Company may from time to time amend these Terms and Conditions and shall as soon as possible forward a copy of the same to the Customer. The Customer shall then have 21 days from the date of being sent such variations to decline the same and to terminate the Service but in the absence thereof they will be bound by such variations and shall not thereafter be entitled to dispute the same whether or not they apply to the rate of charging or otherwise.

SERVICE OF NOTICE

Any notice to be served on either party by the other shall be in writing delivered by hand or sent by prepaid post to the last known address of the addressee. It is the duty of each party to notify the other of the appropriate address and reference. The date of delivery of such notice shall be deemed to be the next working day after evidence of posting.

SURVEY RESPONSIBILITIES

i) Quality Traffic Surveys places the emphasis to gain permissions relevant to ANPR, ATC and all other survey upon the client and for them to inform the relevant Authorities, specifically the Local Highways Agency.

ii) Cancellation of works will not incur a set fee, however where hotels, hire vehicles and direct preparation costs such as loading equipment or travel have been incurred Quality Traffic Surveys reserves the right to charge for these at cost price. Cancellations through road accidents, adverse weather conditions, terrorist activities or service faults (including but not limited to gas, water and electric etc.)

iii) All works will be delivered within 10 working days of survey completion unless otherwise agreed upon first. A charge may be made for works to be progressed quicker than this if a client requires the works quicker than this period of time.

SEVERANCE

Any Terms and Conditions contained herein which in any way contravene the law of any state or region including the law of the European Economic Community in which the service operates shall in such state or region to the extent of such contravention of law be deemed severable and shall not invalidate any other Terms or Conditions hereof.