

MANTRA SERVICES LIMITED. GENERAL TERMS AND CONDITIONS

The Terms and Conditions set out below shall apply to each order placed with Mantra Services Limited for the provision of services and whether in writing or orally and shall be deemed incorporated into any contract formed by the acceptance of an order placed with Mantra Services Limited for the provision of services and shall include the Confirmation of Commission

1. INTERPRETATION

In these Conditions:

“COMPANY” means Mantra Survey Limited and also where the context admits its assigns and any sub-contractor of the Company;

“CONDITIONS” means the general terms and conditions set out in this document;

“CONTRACT” means the contract between the Company and the Customer under which the Services are to be supplied by the Company to the Customer;

“CUSTOMER” means the person, firm or company with whom the Contract is made by the Company, whether directly or indirectly through an agent who is acting for or instructed by the Customer or whose actions are ratified by such person, firm or company;

“DOCUMENT” includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data;

“FORCE MAJEURE” includes war, strikes, weather and other factors beyond the control of the Company;

“INPUT MATERIAL” means any Documents or other materials and any data or other information provided by the Customer relating to the Services;

“OUTPUT MATERIAL” means any documents or other materials, and any data or other information designed or provided by the Company relating to the Services;

“SERVICES” means all or any underground mapping surveys to be provided by the Company to the Customer under the terms of the Contract;

“QUOTATION” means the Company’s Quotation for its services;

“WRITING” includes facsimile, email and comparable means of communication.

2. THESE CONDITIONS

2.1 By placing an order for the provision of Services the Customer shall be deemed to accept these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which order is made by the Customer.

2.2 These Conditions as from time to time varied in accordance with Condition 2.3, shall govern and be incorporated in every Contract entered into between the Company and the Customer. They shall prevail over any other terms or conditions contained or referred to in any order placed, or purported to be placed, by the Customer in any other documentation submitted by the Customer or implied by trade custom, practice or any course of dealing and all such other terms and conditions are expressly excluded.

2.3 The Contract cannot be cancelled and no variation of the Contract or of these Conditions shall be binding or effective unless agreed in writing between an authorised representative of the Company and the Customer.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3 PROVISION OF THE SERVICES

3.1 The Customer shall at its own expense supply the Company with all necessary Documents or other materials, and all necessary data or other information relating to the Services within sufficient time to enable the Company to provide the Services in accordance with the Contract. The Customer shall ensure the accuracy of all Input Material.

3.2 The Services shall be provided in accordance with the Quotation subject to these Conditions and in accordance with the RICS Specification for Surveys of Land, Buildings and Utility Surveys at Scales of 1:500 and Larger.

3.3 Further details about the Services and advice or recommendations about their provision or utilisation, which are not given in the Company's brochure or other promotional literature, may be made available on written request.

3.4 The Company may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

3.5 Upon final completion of the Services set forth in the quotation, the Customer shall have fourteen(14) days in which to notify the Company of any problems with the Services provided during the term of the Agreement in accordance with the. If the Company is not notified of any problems within this time period, the Service performed shall be deemed accepted.

4 CONDITIONS AND WARRANTIES

4.1 Utility Surveys - Depending on their individual suitability, a variety of detection methods will be applied to provide the Services. Variations in ground conditions and density and/or other external influences may affect the accuracy of the data recorded for any non-invasive survey. Therefore detection and accuracy of any subsurface feature detected using non-invasive techniques cannot be guaranteed. The Customer accepts the limitations on the detection and accuracy of underground mapping services stated in the Quotation and these Conditions. Where the Company's services are provided under a day rate basis, or where no consultancy agreement is in place prior to commencement of the works, the Customers professional indemnity insurance will apply.

4.2 The Company warrants that the Services shall be completed according to industry standards. Mantra Services Limited accepts no liability for errors in calculations and presentations of Output Material when the Input Material is compiled by a third party and not supplied by Mantra Services Limited.

4.3 The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

4.4 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services if the delay or failure was due to any cause beyond the Company's reasonable control.

4.5 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation(unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage(whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever(whether caused by the negligence of the Company, its employees or agents or otherwise)which arise out of or in connection with the provision of the Services, and the entire liability of the Company under or in connection with the Contract shall not exceed the price for the Services, except as expressly provided in these Conditions.

5 INTELLECTUAL PROPERTY

5.1 The Property and any copyright or other intellectual property rights in any Input Material shall belong to the Customer.

5.2 The property and any copyright or other intellectual property rights in any Output Material shall, unless otherwise agreed in writing between the Customer and the Company, belong to the Company, subject only to the right of the Customer to use the Output Material for the purposes of utilising the Services.

6 ORDERS

6.1 Notwithstanding that the Company may have given a detailed quotation no request for the provision of Services shall be binding on the Company unless and until it has been accepted in writing by the Company.

6.2 The Company's catalogues, brochures, leaflets or correspondence are for guidance only and are not binding and reasonable variations may be made to the Services, without notice and such variations shall be accepted as complying with the Contract.

6.3 The Company reserves the right to refuse to accept any order if the arrangements for payment or the Customer's credit are unacceptable to the Company for whatever reason and where no credit arrangements are agreed the Company may require the Customer to pay in advance the entire price for the Services.

7 PRICES

7.1 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price for Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company(such as, without limitation,

any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

7.2 The price for Services is exclusive of any applicable value added tax, which the customer shall be additionally liable to pay to the Company.

7.3 The price payable for Services shall be specified in the Quotation and confirmed in the Confirmation of Commission.

8 PAYMENT

8.1 Payment for all Services shall be made within 30 days from the date of the Company's invoice.

8.2 Interest shall be payable by the Customer to the Company at the rate of 8% APR above The Royal Bank of Scotland prevailing base rate, per month or part thereof on any sums outstanding from the due date for payment until payment in full is received whether before or after judgement.

9 FORCE MAJEURE

If performance of the Company's obligations is delayed or hindered by circumstances outside the Company's control amounting to force majeure as defined in these Conditions, the following provisions shall apply:

9.1 The Company will as soon as reasonably practicable give the Customer notice of the reasons for the delay or hindrance. However failure to give notice will not prevent the Company relying on the remaining provisions of this clause and the Company will incur no liability for failure to give such notice.

9.2 The Company's duty to perform shall be suspended for as long as the circumstances amounting to force majeure continue, and the time for performance of the Company's obligations shall be extended by a period equal to the duration of those circumstances.

10 TERMINATION

10.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so.

10.2 If the Customer shall, if in the case of an individual, allow the occurrence of any grounds for the presentation of a petition for a Bankruptcy Order made under Part IX, Chapter 1, Insolvency Act 1986 or any statutory enactment or modification thereto or shall a petition for such an order presented against him, or if in the case of a company it shall an Administrator, Administrative Receiver or Receiver and Manager appointed or an encumbrance takes possession of the whole or any part of its assets or makes any arrangement with its creditors or goes into liquidation (otherwise than for the purposes of a reconstruction or amalgamation) the Company shall be at liberty by notice in writing to cancel all Contracts without prejudice to any right or remedy which shall be accrued or shall accrue thereafter to the Company. In such circumstances if the Services have already been rendered but not paid for the price shall become immediately payable notwithstanding Condition 9 of these Conditions or any other agreement or arrangement to the contrary.