

Opti-cal Survey Equipment Ltd  
 3 Orpheus House  
 Calleva Park  
 Aldermaston, Reading  
 Berkshire RG7 8TA



### Credit Account Application Form

Company Name			
Trading Name		Registered Address	
Trading Address			

Tel No.		Co. Reg No.		Trading Since	
Fax No.		Contact		£ Credit/Monthly	
VAT No.		Finance Director		Annual Turnover	
E-mail			Invoice E-mai		
Web Site					

Bank Name		Tel No.	
Bank Address		Fax No.	
		A/C No.	
		Sort Code	

Trade Reference 1			
Name		Tel No.	
Address		Fax No.	
		Credit Limit	
		Credit Terms	

Trade Reference 2			
Name		Tel No.	
Address		Fax No.	
		Credit Limit	
		Credit Terms	

Authorised Company Signatory		Name	
		Position	
		Date	
		Print Name	

On Behalf of the credit applicant we confirm that we have read and agree to the hire and sales terms and conditions for Opti-cal Survey Equipment Ltd. We hereby agree to settle all invoices within the agreed trading terms of 30 days from date of invoice, unless otherwise agreed in writing. The Opti-cal Terms and Conditions of sales/hires shall supersede the credit Applicants Terms. We consent to Opti-cal Survey Equipment Ltd carrying out any credit checks that may be required.  
 Please complete this form in full and return it to Opti-cal Survey Equipment Ltd, A/O Credit Controller at [accounts@surveyequipment.com](mailto:accounts@surveyequipment.com) or fax 01189 820 509. For any queries please call 01189 820 500.

■ Authorized Leica Geosystems Distributor

Opti-cal Account Manager	
--------------------------	--



**OPTI-CAL SURVEY EQUIPMENT LTD GENERAL TERMS AND CONDITIONS**

- (I) **Opti-cal Survey Equipment Ltd Terms and Conditions of Sale**
- (II) **Opti-cal Survey Equipment Ltd Terms and Conditions of Hire**
- (III) **Opti-cal Survey Equipment Ltd Terms and Conditions of Service and Repair**

**OPTI-CAL SURVEY EQUIPMENT LIMITED**

**TERMS AND CONDITIONS OF SALE**

These terms and conditions of sale, including any special terms and conditions agreed in writing by the parties ("Conditions") shall apply to all Contracts (as defined below) for the sale Goods (as defined below) by Opti-cal Survey Equipment Limited (company number 06246981) whose registered office is at 3 Wesley Gate, Queens Road, Reading, Berkshire, RG1 4AP ("Company") to the Buyer (as defined below).

**1. Interpretation**

1.1. In these Conditions:

"Affiliate"	means, in respect of a party to the Contract, any company which is a subsidiary or a holding (including ultimate holding) company of that party, and any company which is a subsidiary of such holding company from time to time, (the terms subsidiary and holding company having the meanings given in section 1159 of the Companies Act 2006).
"Buyer"	means the company, firm or individual purchasing Goods pursuant to a Contract.
"Contract"	means a contract entered into by the Company and the Buyer in accordance with these Conditions for the sale and purchase of the Goods.
"Goods"	means the goods (including any instalment of the goods or any parts for them) which the Company is to supply and/or install in accordance with these Conditions.
"Writing"	includes facsimile transmission and email provided it is supported by a valid facsimile transmission/server delivery receipt.

**2. Basis of the Sale**

- 2.1. Unless otherwise stated, any quotation given by the Company shall be valid for 30 days.
- 2.2. The Company shall supply and/or install and the Buyer shall purchase the Goods in accordance with any written quotation given by the Company which is accepted by the Buyer within its period of validity, or any written order of the Buyer which is accepted in accordance with clause 3.1, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.
- 2.3. The Company's employees or agents are not authorised to make any representations, or give any advice or recommendation, concerning the Goods (and their storage, application and use) unless confirmed by the Company in writing. The Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not confirmed. If the Buyer follows or acts on any advice or recommendation which is not so confirmed, it does so entirely at its own risk.
- 2.4. All descriptions, illustrations and particulars issued by the Company in catalogues, price lists, advertising matter and specifications are by way of general description and approximate only and shall not form part of any Contract or give rise to any liability of the part of the Company.
- 2.5. Any typographical, clerical or other error or omission in any sale literature, quotation, pricelist, 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.
- 2.6. It is the Buyer's responsibility to establish that the Goods ordered are adequate and suitable for the purpose for which they are required and no liability whatsoever is accepted should the Goods not prove adequate or suitable for that purpose.

### **3. Order and specifications**

- 3.1. No order submitted by the Buyer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorised representative.
- 3.2. The Buyer shall be responsible for ensuring the accuracy of any order (including any applicable specification) and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.3. The quantity, quality and description of, and any specification for, the Goods shall be those set out in the Company's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Company).
- 3.4. The Company reserves the right to make any changes in the specification for the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.
- 3.5. No Contract may be cancelled by the Buyer except with the Company's agreement in writing and on terms that the Buyer shall fully indemnify the Company against all loss (including loss of profit), costs (including the cost of labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

### **4. Price of the Goods**

- 4.1. The price of the Goods shall be the price specified by the Company in its quotation or in the Company's written acceptance of the Buyer's order and shall not be determined by the prices contained in the Company's catalogues, advertising material or pricelists which are only intended as a guide.
- 4.2. The Company shall not be responsible for any losses caused to the Buyer by reason of fluctuation in currency exchange rates between the date when the Goods were ordered and when they are delivered.
- 4.3. Unless otherwise agreed in writing, all prices are given by the Company on an ex works basis, and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Buyer shall be liable to pay the Company's charges for transport, packaging and insurance.
- 4.4. The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay the Company.

### **5. Terms of payment**

- 5.1. Unless otherwise agreed in writing the Company shall be entitled to invoice the Buyer at any time after delivery or deemed delivery (as described in clause 6.5.1) of the Goods.
- 5.2. Any invoice queries must be made within 14 days of the date of the invoice.
- 5.3. Unless otherwise agreed by the Company in writing, the Buyer shall pay the Company's invoice within 30 days of the date thereof. The Buyer shall pay all amounts due in full without any deduction and shall not be entitled use any counterclaim against the Company in order to justify withholding payment.
- 5.4. If the Buyer fails to make payment when due the Company may:
  - 5.4.1. cancel the Contract or suspend any further deliveries to the Buyer and/or its Affiliates whether or not under the same Contract;
  - 5.4.2. appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other Contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer); and
  - 5.4.3. charge the Buyer interest (both before and after any judgement) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time) and the Company's reasonable costs of collecting any overdue payment (including the Company's administrative costs and legal fees).

### **6. Delivery**

- 6.1. Unless otherwise agreed in writing delivery shall be made by the Company delivering the Goods to the Buyer's premises in the UK (as notified to the Company at the time of the Buyer's order) or to the last premises to which the Company delivered Goods to the Buyer in the UK (if not so notified).

- 6.2. Any delivery dates are approximate only and the Company shall not be liable for any delay in delivery of the Goods. Time for delivery shall not be the essence of the Contract. The Company may deliver the Goods in advance of the estimated delivery date on giving reasonable notice to the Buyer.
- 6.3. The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate supply of Goods and any failure by the Company to deliver an instalment, or any delay in delivery of an instalment or any defect in an instalment shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.4. The Company's liability for any failure to deliver the Goods shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 6.5. If the Buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery then, without prejudice to its other rights or remedies:
  - 6.5.1. delivery of the Goods shall be deemed to have been completed at the time the Buyer failed to take delivery; and
  - 6.5.2. the Company may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
  - 6.5.3. the Company may sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract.

## **7. Risk and title (property)**

- 7.1. Risk of damage to, or loss of, the Goods shall pass to the Buyer at the time of delivery.
- 7.2. Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, title in the Goods shall not pass to the Buyer until the Company has received payment in full including all interest and other costs due to it.
- 7.3. Until title in the Goods passes to the Buyer, the Buyer shall hold the Goods on the Company's behalf in accordance with this clause 7.
- 7.4. The Buyer shall store the Goods (at no cost to the Company) separately from all other goods in the Buyer's possession and marked in such a way that they are clearly identified as the Company's property and shall maintain the Goods in satisfactory condition.
- 7.5. The Company shall be entitled to recover the full price for any Goods sold under these Conditions including VAT, notwithstanding that the title in such Goods has not passed from the Company.
- 7.6. If (before property in the Goods passes to the Buyer) the Buyer becomes subject to any of the events listed in clause 11.1 or the Company reasonably believes that any such event is about to happen and notifies the Buyer accordingly then, provided the Goods have not been sold in the ordinary course of the Buyer's business or irrevocably incorporated into another product, and without prejudice to its other rights or remedies the Company may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, the Company may enter any vehicle or premises where the Goods are stored in order to recover them.
- 7.7. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the Company's property.
- 7.8. The Buyer shall insure and keep insured the Goods to their full price against "all risks" to the Company's reasonable satisfaction until title in the Goods passes to the Buyer.
- 7.9. Without prejudice to the Company's other rights or remedies, if the Buyer fails to comply with its obligations under this clause 7 all sums whatsoever owing by the Buyer to the Company shall immediately become due and payable.

## **8. Warranties**

- 8.1. The Company shall use reasonable endeavours to pass on to the Buyer the benefit of any manufacturer's warranty or guarantee relating to the Goods ("Manufacturer's Warranty"). The Company shall inform the Buyer of the terms and conditions contained in the Manufacturer's Warranty and shall include the serial number and the purchase date in its invoice to the Buyer.
- 8.2. Subject to the conditions set out below the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for:
  - 8.2.1. a period of 3 months from the date of delivery; or
  - 8.2.2. the period set out in the Manufacturer's Warranty (whichever is the greater).

8.3. The above warranty is subject to the following conditions:

- 8.3.1. the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- 8.3.2. the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing) or (if there are none) good trade practice, misuse or alteration or repair of the Goods without the Company's approval;
- 8.3.3. the Company shall be under no liability under the above warranty if the total price of the Goods has not been paid by the due date for payment; and
- 8.3.4. the above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of the Manufacturer's Warranty (if any).

8.4. Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.5. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Company within 3 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Company in accordance with this clause 8.5, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods has been delivered in accordance with the Contract.

8.6. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods (or the part in question) free of charge or, at the Company's discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Company shall have no further liability to the Buyer.

## 9. Limitation of liability

9.1. Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by the negligence of the Company or its employees, servants or agents or for fraud or fraudulent misrepresentation.

9.2 Subject to clause 9.1, the Company shall not be liable to the Buyer, whether in contract, tort (including negligence) or otherwise, for any loss of profit, goodwill, business, business opportunity or anticipated saving or for any special, indirect or consequential damage or loss and the Company's total liability arising under or in connection with the Contract, shall be limited to the price of the Goods.

## 10. Force majeure

The Company shall not be responsible for any delays in performing, or for any failure to perform, any of its obligations under these Conditions if the delay or failure was due whether directly or indirectly to the Buyer failing to furnish necessary instructions or information, or to war or other hostilities, civil commotion, act of God, government action or legislation, interruption of transport, strike, lock out or other form of industrial action, accidents or stoppages to works, shortage of labour materials equipment fuel or power, breakdown of machinery or any their cause whatsoever beyond the reasonable control of the Company or its subcontractors, whether or not such cause exists at the date of the order. In such circumstances the Company shall be entitled at its option, and without liability on its part and without prejudice to its other rights or remedies, to:

- 10.1. terminate the Contract or any unfulfilled part thereof;
- 10.2. suspend delivery or make partial deliveries; or
- 10.3. extend the time for delivery.

## 11. Termination

11.1. The Company shall be entitled to terminate the supply of Goods hereunder immediately by written notice to the Buyer if:

- 11.1.1. the Buyer fails to pay any amount due to the Company on the due date for payment;
- 11.1.2. the Buyer commits a material breach of any of these Conditions and, if it is capable of remedy, fails to remedy it within 7 days of the Company's written notice requiring the Buyer to do so; or

- 11.1.3. the Buyer has a receiver or administrator appointed, makes any voluntary arrangement with its creditors, is subject to insolvency proceedings in any jurisdiction, goes into liquidation or ceases (or threatens to cease) to carry on business.
- 11.2. If any of the events set out in clause 11.1 occurs the Company shall be entitled to cancel the supply of Goods hereunder or suspend any further deliveries without liability to the Buyer and, if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 11.3. On expiry or termination of the Contract the accrued rights, remedies, obligations and liabilities of the parties shall not be affected and clauses which expressly or by implication have effect after expiry or termination shall continue in full force and effect.

## **12. General**

- 12.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and shall be deemed to have been validly given if served personally on the other party or if sent by first class pre-paid post, facsimile transmission or email to the other party at its registered office or principal place of business or such other address as may have been notified pursuant to this clause 12 to the party giving the notice. If sent by first class pre-paid post the notice shall be deemed to have been received 2 days after the date of posting. If sent by facsimile transmission or email the notice shall be deemed to have been received on the same day if sent during normal working hours or on the next working day where sent outside such hours (in each case provided it is supported by a valid facsimile transmission/server delivery receipt).
- 12.2. These Conditions contain the entire agreement between the parties and no variation of these Conditions shall be binding unless made in writing and signed by both parties.
- 12.3. The Buyer shall not assign the benefit of the Contract except with the Company's prior written consent.
- 12.4. These Conditions shall not be enforceable by a person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 12.5. No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.6. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 12.7. These Conditions shall be governed by the laws of England and the English Courts shall have exclusive jurisdiction to decide any dispute concerning them (including any dispute as to the formation of the Contract).

### **OPTI-CAL SURVEY EQUIPMENT LIMITED**

#### **STANDARD CONDITIONS OF HIRE**

These standard conditions of hire, including any special terms and conditions agreed in writing by the parties ("Conditions") shall apply to hire of all equipment ("Equipment") by Opti-cal Survey Equipment Limited (company number 06246981) whose registered office is at 3 Wesley Gate Queens Road Reading Berkshire RG1 4AP ("Company") to any company, firm or individual ("Hirer"). These Conditions shall apply to the exclusion of all other terms and conditions.

1. The Hirer shall hire the Equipment for the hire term set out overleaf. The Hirer may not extend the hire term without the Company's prior written agreement.
2. The address(es) for delivery and collection of the Equipment shall be as set out overleaf.
3. The Company shall use reasonable endeavours to deliver and collect the Equipment at the times stated overleaf but it shall not be liable for any delay in delivery or collection nor for any loss or expense incurred by the Hirer as a result of such delay.
4. The Hirer shall pay to the Company, during the hire term, rental at the rate and time set out overleaf. Rental is payable for the whole of the hire term, notwithstanding that the Equipment may be returned before the hire term has expired. Credit card payments accepted by the Company are subject to a 3.9% surcharge.
5. Punctual payment shall be of a condition of hiring, any invoice queries must be made within 14 days of the date of the invoice. The Hirer shall pay all amounts due in full without any deduction and shall not be entitled use any counterclaim against the Company in order to justify withholding payment.
6. If at any time the rental is 14 days or more in arrears the Company may:

- 6.1. charge the Hirer interest (both before and after any judgement) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time) and the Company's reasonable costs of collecting any overdue payment (including the Company's administrative costs and legal fees); and
- 6.2. terminate the hire and recover possession of the Equipment.
7. Any literature provided to the Hirer shall not constitute a representation to the Hirer and is expressly excluded from these Conditions. The Company makes no representation or warranty that the Equipment is suitable for the Hirer's purposes, whether made known to the Company or not.
8. By accepting delivery of the Equipment the Hirer agrees that the Equipment has been inspected, it is of satisfactory quality, free from defect and is suitable for the purposes of the Hirer. Any defects should be reported to the Company within 24 hours of delivery.
9. Risk in the Equipment shall pass to the Hirer on delivery and the Hirer shall insure the Equipment against loss or damage to the full replacement value thereof whilst in the Hirer's possession or control. The Hirer shall provide the Company with evidence of the insurance on request. The Hirer shall not do or permit to do anything to the Equipment which could invalidate the insurance.
10. Title in the Equipment shall remain with the Company at all times
11. The Hirer shall during the hire term and until the Equipment is returned to the Company:
  - 11.1. keep the Equipment in good serviceable repair and condition, fair wear and tear expected. Any damage caused to the Equipment whilst in the Hirer's possession or control shall be the responsibility of the Hirer;
  - 11.2. not remove any labels identifying the Equipment as the Company's property;
  - 11.3. not use the Equipment for any purpose other than that for which it was hired, in particular the Hirer shall not use it for any abnormal or hazardous purpose;
  - 11.4. not alter, repair or attempt to repair the Equipment without the Company's prior written consent (which may be subject to such conditions as the Company may in its absolute discretion require); and
  - 11.5. not transfer, lend or sub-hire the Equipment to any third party nor otherwise part with its possession.
12. If, at the end of the hire term, the Equipment is not returned to the Company in good and serviceable repair and condition (fair wear and tear), the Hirer shall continue to pay the rental until the Equipment is so returned or the Company exercises its rights in accordance with clause 13.
13. If the Equipment is not returned to the Company within 7 days of the end of completion of the hire term, the Company may treat the Equipment as lost and purchase replacement equipment, the cost of which shall be charged to the Hirer.
14. If, during the hire term or at any time before the Equipment is returned to the Company, the Equipment is lost, stolen or damaged to such an extent that the Hirer makes a claim under the insurance referred to in clause 9:
  - 14.1. the Hirer shall immediately notify the Company of the same in accordance with clause 24;
  - 14.2. the Hirer shall indemnify the Company for the full replacement value of such Equipment and where the proceeds of any insurance claim are less than the full replacement value (for example due to the deduction of an excess) the Hirer shall make good the shortfall; and
  - 14.3. the Hirer shall continue to pay the rental for the Equipment until the date on which the Company receives payment of the full replacement value in accordance with clause 14.2.
15. It is the responsibility of the Hirer to ensure that the Equipment is returned in good and serviceable condition, for example by having authorised personnel available if the Company collects the Equipment from the Hirer's premises or by delivering the Equipment personally to the Company. If the Hirer elects to return the Equipment by a third party, risk of loss or damage during transit shall rest with the Hirer. Accordingly, if the Equipment is returned in a condition which, in the Company's opinion, is not good and serviceable the Company may, at its sole discretion, repair or replace the Equipment and the cost shall be charged to the Hirer at the full list price.
16. The Hirer shall at all times fully indemnify the Company and its employees, servants, agents and subcontractors against all actions, costs, claims, demands, proceedings and liabilities arising from or in connection with the Equipment during the hire term and until it is returned to the Company.
17. The Company accepts no responsibility for injury caused to any person by the Equipment during the hire term and until it is returned to the Company.

18. Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by the negligence of the Company or its employees, servants, agents or subcontractors or for fraud or fraudulent misrepresentation.
19. Subject to clause 16, the Company shall not be liable to the Hirer, whether in contract, tort (including negligence) or otherwise, for any loss of profit, goodwill, business, business opportunity or anticipated saving or for any special, indirect or consequential damage or loss and the Company's total liability arising under or in connection with the Contract, shall be limited to the amount of the rental payable by the Hirer.
20. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
21. Without limiting the Company's other rights or remedies, the Company may terminate any contract governed by these Conditions with immediate effect by giving written notice to the Hirer if:
  - 21.1. the Hirer fails to pay any amount due to the Company on the due date for payment;
  - 21.2. the Hirer commits a material breach of any of these Conditions and, if it is capable of remedy, fails to remedy it within 7 days of the Company's written notice requiring the Hirer to do so; or
  - 21.3. the Hirer has a receiver or administrator appointed, makes any voluntary arrangement with its creditors, is subject to insolvency proceedings in any jurisdiction, goes into liquidation or ceases (or threatens to cease) to carry on business.
22. On expiry or termination of any contract governed by these Conditions:
  - 22.1. the Hirer shall immediately pay all of the Company's outstanding unpaid invoices and, if Equipment has been supplied but no invoice has been submitted (whether in respect of the period prior to termination or in respect of the remainder of the hire term), the Company shall submit an invoice and this shall be payable by the Hirer immediately on receipt;
  - 22.2. the Hirer shall return all Equipment to the Company and, until it does so, it shall observe clause 11. If the Hirer fails to return the Equipment to the Company in accordance with this clause 22.2, the Company may enter any vehicle or premises where the Equipment is stored and remove the Equipment and the Hirer shall be responsible for any damage thereby caused. Without prejudice to any other provision in these Conditions, any receiver, administrator or liquidator appointed over the Hirer shall be bound by this clause 22.2; and
  - 22.3. the accrued rights, remedies, obligations and liabilities of the parties shall not be affected and clauses which expressly or by implication have effect after expiry or termination shall continue in full force and effect.
23. The Company shall not be responsible for any delay or any failure to perform its obligations under these Conditions due to any cause beyond its reasonable control.
24. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and shall be deemed to have been validly given if served personally on the other party or if sent by first class pre-paid post, facsimile transmission or email to the other party at its registered office or principal place of business or such other address as may have been notified pursuant to this clause 24 to the party giving the notice. If sent by first class pre-paid post the notice shall be deemed to have been received 2 days after the date of posting. If sent by facsimile transmission or email the notice shall be deemed to have been received on the same day if sent during normal working hours or on the next working day where sent outside such hours (in each case provided it is supported by a valid facsimile transmission/server delivery receipt).
25. These Conditions contain the entire agreement between the parties and no variation of these Conditions shall be binding unless made in writing and signed by both parties.
26. The Hirer shall not assign the benefit of any contract governed by these Conditions except with the Company's prior written consent.
27. These Conditions shall not be enforceable by a person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
28. No waiver by the Company of any breach of the Contract by the Hirer shall be considered as a waiver of any subsequent breach of the same or any other provision.
29. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
30. These Conditions shall be governed by the laws of England and the English Courts shall have exclusive jurisdiction to decide any dispute concerning them (including any dispute as to the formation of any contract).



**OPTI-CAL SURVEY EQUIPMENT LIMITED**

**STANDARD CONDITIONS OF SERVICE AND REPAIR**

These terms and conditions of service and repair, including any special terms and conditions agreed in writing by the parties ("Conditions") shall apply to all Work (as defined below) carried out by Opti-cal Survey Equipment Limited (company number 06246981) whose registered office is at 3 Wesley Gate Queens Road Reading Berkshire RG1 4AP ("Company") for any company, firm or individual ("Customer").

1 In these Conditions:

"Goods" means any goods on which the Company is requested to carry out Work.

"Parts" means parts or other items used by the Company in the course of the Work or which are sold separately to the Customer.

"Work" means any repairs, servicing, calibration fitting or other work carried out on the Goods.

2 These Conditions apply where the Company carries out Work for, or sells Parts separately to, the Customer and shall supersede all other terms and conditions.

3 All Work carried out by the Company shall be at its current list price for that work. The Company may, if requested, provide an estimate of its charges before commencing the Work. The estimate is no more than a guide to the anticipated final charge and does not constitute an offer or in any way bind the Company.

4 The Work shall be carried out at the Company's premises, unless otherwise determined by the Company. The Customer shall be responsible for delivering Goods to the Company.

5 The Company in its discretion may arrange for collection of the Goods from the Customer and redelivery to the Customer after the Work has been carried out and the Customer shall be liable for the Company's cost of doing so. Liability for any loss or damage occurring during carriage arranged by the Company shall be limited to the extent of carrier's liability and insurance.

6 The Work shall be deemed complete when the Customer is notified by the Company that the Goods are ready for collection or, if the Company has agreed to do so, when it has redelivered the Goods to the Customer.

7 The Company, in its sole discretion, may employ subcontractors to carry out the Work.

8 The Company shall use reasonable endeavours to carry out the Work in a timely manner and within the time period notified to the Customer but time shall not be of the essence of the contract and the Company shall not be liable for any failure to complete the Work within the time period notified.

9 The Company shall in its complete discretion be entitled to replace any faulty or worn parts with new or reconditioned parts if it is deemed necessary to do so. Unless otherwise agreed, any faulty or worn parts which are so removed and replaced shall become the property of the Company and the Customer relinquishes all title to such faulty or worn parts.

10 Subject to clause 12, the Company warrants that any Work will be free from defects in materials and workmanship for a period of 3 months after its completion or, in the case of Parts used in the Work, for the period of the manufacturer's warranty for those Parts (whichever is greater).

11 The Company warrants that any Parts sold separately will be free from defects for a period of 3 months after the sale or for the period of the manufacturer's warranty for those Parts (whichever is greater).

12 Where the Work includes calibration of any instrument, and owing to the sensitivity of instruments and the range of uses to which they may be put after calibration, the Company does not warrant the calibration beyond the date of certification.

13 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

14 The Company may render an invoice when the Work is completed or the Parts have been supplied and the Customer shall pay the invoice forthwith. If the Customer fails to make any payment when due the Company may charge the Customer interest (both before and after any judgement) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time) and the Company's reasonable costs of collecting any overdue payment (including the Company's administration costs and legal fees).

15 Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by the negligence of the Company or its employees, servants, agents or subcontractors or for fraud or fraudulent misrepresentation.

16 Subject to clause 15, the Company shall not be liable to the Customer, whether in contract, tort (including negligence) or otherwise, for any loss of profit, goodwill, business, business opportunity or anticipated saving or for any special, indirect or consequential damage or

loss and the Company's total liability arising under or in connection with the contract, shall be limited to the amount of the charges payable by the Customer for the Work and Parts.

- 17 The Company shall not be responsible for any delay or any failure to perform its obligations under these Conditions due to any cause beyond its reasonable control.
- 18 These Conditions contain the entire agreement between the parties and no variation of these Conditions shall be binding unless made in writing and signed by both parties.
- 19 The Customer shall not assign the benefit of any contract governed by these Conditions except with the Company's prior written consent.
- 20 These Conditions shall not be enforceable by a person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 21 No waiver by the Company of any breach of the Contract by the Company shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 22 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 23 These Conditions shall be governed by the laws of England and the English Courts shall have exclusive jurisdiction to decide any dispute concerning them (including any dispute as to the formation of any contract).