

Terms & Conditions

Bury Associates Limited - Terms of Business

Version: September 2026. These terms replace our previous terms dated June 2019.

Bury Associates Limited, Suite 4, Cadbury House, Blackpole East, Worcester, Worcestershire, WR3 8SG

Registered in England and Wales, company number 03365455. VAT number 695311423.

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1. Who we are and what these terms do

We are **Bury Associates Limited**, a company registered in England and Wales under company number **03365455**. Our registered office is Suite 4, Cadbury House, Blackpole East, Worcester, Worcestershire, WR3 8SG. Our VAT number is **695311423**.

In these terms, "**we**", "**us**" and "**our**" mean Bury Associates Limited. "**You**" and "**your**" mean the person, firm or company we are carrying out the work for.

These terms apply to every survey and every piece of work we do for you. They form part of our contract with you, and they override any terms of your own - for example, terms printed on a purchase order or referred to in an instruction - unless we have specifically agreed otherwise in writing.

Please read clause 13 (Our liability to you) carefully. It limits what we are responsible for.

2. Definitions

A few words are used throughout with a particular meaning:

- **Deliverables** - the drawings, models, point clouds, reports, data and any other material we produce for you.
- **Instruction** - your request for us to carry out work, including your acceptance of a quotation.
- **Price** - the amount payable for the work, as set out in our quotation or otherwise agreed in writing.
- **Services** - the work described in our quotation or your Instruction.
- **Site** - the place where the work is to be carried out.
- **Specification** - the written description of what the Services will cover and the standards they will meet, whether that is yours, ours, or a published industry standard.

References to a law include that law as amended or replaced from time to time. Words in the singular include the plural, and the other way round. Headings are there for navigation and do not affect how the terms are interpreted.

3. How the contract is formed

3.1 Our quotations are valid for **60 days** from their date, and we can withdraw a quotation at any time before you accept it.

3.2 When you accept a quotation, or give us an Instruction, you are making an offer to buy the Services on these terms.

3.3 There is no contract until we acknowledge your Instruction in writing, or start work, whichever happens first.

3.4 Nothing said or written before the contract forms part of it unless it is set out in the quotation, the Specification or these terms. This does not limit our responsibility for anything we have said fraudulently.

3.5 Any change to these terms only takes effect if we agree it in writing.

3.6 You confirm that the information in your Instruction and any Specification you give us is true, complete and accurate. We rely on it when we price and plan the work.

4. What we will do, and to what standard

4.1 We will carry out the Services with reasonable skill and care, and within a reasonable time.

4.2 Where you have given us a Specification, we work to it. Where you have not, measured building surveys in Revit are carried out to our own published specification, and other work is carried out in accordance with the RICS *Specification for Surveys of Land, Building and Utility Services at Scales of 1:500 and Larger*.

4.3 A survey records what could reasonably be seen and measured at the Site on the day. Unless we have specifically agreed to it in writing, we do not open up the fabric of a building, move fixtures, furniture or

stored goods, enter confined or unsafe spaces, or survey areas we could not gain access to. Anything concealed or inaccessible is outside the survey.

4.4 Our surveys are measurement and mapping exercises. They are not structural surveys, condition surveys, valuations, or advice on defects, and they should not be relied on as such.

4.5 We produce Land Registry compliant drawings from measured survey data, but **we do not act in boundary disputes** and we do not give opinions on the legal position of a boundary. A boundary shown on our drawings is a record of a physical feature on the ground, not a determination of the legal boundary.

4.6 Underground services tracing and CCTV drainage surveys are carried out for us by a specialist subcontractor. No underground services survey can be guaranteed to locate every service, and it does not remove the need for safe digging practice.

5. What we need from you

5.1 You will give us safe and sufficient access to the Site, and to every part of it we need to reach, for as long as the work takes. Where you do not control the Site, you will arrange access with whoever does.

5.2 You will tell us in advance about anything that affects how we work safely, including asbestos, contamination, live services, fragile roofs, restricted areas and any site-specific rules or inductions.

5.3 You will give us any drawings, information and decisions we reasonably ask for, in good time.

5.4 If our progress is delayed by something you are responsible for, we may adjust the programme and charge for the additional time and costs we reasonably incur.

6. Health and safety

6.1 You will ensure the Site is safe and that you comply with health and safety law and any other rules that apply to it.

6.2 Where the work forms part of a construction project, we will co-operate with the client, principal designer and principal contractor as required by the Construction (Design and Management) Regulations 2015.

6.3 Our surveyors will not carry out work they judge to be unsafe. If a surveyor reasonably decides that conditions at the Site are unsafe, they will stop and we will treat it as an abortive visit under clause 8.

6.4 A copy of our health and safety policy and our risk assessments and method statements is available on request.

7. Price and VAT

7.1 The Price is as set out in our quotation, or as otherwise agreed in writing.

7.2 All prices are exclusive of VAT, which is charged at the applicable rate.

7.3 Where the work turns out to be materially different from what we were told when we quoted - for example, the building is significantly larger, the scope changes, or access is more restricted than described - we will tell you before we carry on, and we will agree any change to the Price with you in writing.

8. Changes, cancellations and abortive visits

8.1 If you ask us to change the scope of the work, we will confirm the effect on the Price and the programme in writing before we act on it.

8.2 If you cancel or postpone a site visit at short notice, or we arrive at Site and cannot carry out the work because access has not been arranged, the Site is not ready, or conditions are unsafe, we may charge for the time, travel and accommodation costs we have reasonably incurred or cannot recover.

8.3 Some site work depends on the weather. Where weather prevents work safely or accurately proceeding, we will reschedule, and clause 8.2 applies to costs already incurred.

9. Payment

9.1 Unless we have agreed otherwise in writing, payment is due in pounds sterling within **10 days** of the date of our invoice.

9.2 Payment dates are a fundamental part of the contract.

9.3 Payment is only treated as made when we have received cleared funds.

9.4 If the contract ends for any reason, everything owed to us becomes payable immediately.

9.5 You must pay in full, without any set-off, counterclaim, discount or deduction, unless a court has ordered us to pay you an equivalent amount.

9.6 If you pay late, we may charge interest and recover our reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998. This does not apply where you are a consumer.

9.7 We may withhold Deliverables until we have been paid in full - see clause 10.3.

10. Deliverables, copyright and how you may use our work

10.1 We own the copyright and all other intellectual property in the Deliverables and in everything we develop while carrying out the Services. Anything you already owned stays yours.

10.2 Once you have paid in full, we grant you a royalty-free, non-exclusive licence to use, copy and issue the Deliverables for the project they were prepared for, including passing them to your professional team, contractors and statutory bodies for that project.

10.3 That licence begins on payment in full. Before then, you may use the Deliverables only for the purpose of assessing them.

10.4 The licence does not extend to a different project or a different site, and it does not allow you to sell or license the Deliverables to anyone else as a product in their own right.

10.5 The Deliverables are prepared for you. We accept no responsibility to anyone else who relies on them unless we have agreed to it in writing.

10.6 If you modify the Deliverables, or use them for something they were not prepared for, we are not responsible for the consequences.

10.7 Each of us will indemnify the other against claims that material we supplied infringes someone else's intellectual property rights.

11. Confidentiality

11.1 Neither of us will disclose the other's confidential information, and each of us will use it only for the purposes of the contract. This does not apply to information that is already public, that we are required to disclose by law or by a regulator, or that we need to share with our own staff and subcontractors, who are bound by the same obligation.

11.2 We would like to refer to the work in our portfolio, case studies and marketing. We will not do so without your consent, and we will not disclose confidential details.

12. Data protection

12.1 Each of us will comply with the UK GDPR and the Data Protection Act 2018.

12.2 We act as a controller for the contact details we hold about you and your team, and we use them to carry out the work and to run our business. Our [Privacy Policy](#) explains what we collect, why, and how long we keep it.

12.3 Survey work sometimes captures personal data incidentally - for example, people, vehicle registrations or personal possessions appearing in photographs, scans or Matterport tours. Where that happens we will handle it in line with data protection law, and we will obscure or remove it on reasonable request.

12.4 Where we process personal data on your behalf as a processor, we will do so only on your written instructions and under appropriate contractual terms.

13. Our liability to you

13.1 Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot legally be limited or excluded.

13.2 Subject to clause 13.1, we are not liable for indirect or consequential loss, or for loss of profit, revenue, contracts, anticipated savings, data or goodwill, however that liability arises.

13.3 Subject to clause 13.1, our total liability in connection with the contract - whether for breach of contract, negligence or anything else - is limited to the Price payable for the work, for any one event or series of connected events.

13.4 Any claim must be brought within six years of the date we completed the relevant Services.

13.5 This clause survives the end of the contract.

14. Insurance

We maintain professional indemnity insurance, public liability insurance and employers' liability insurance with reputable insurers. Certificates showing the current levels of cover are available on request, and we are happy to confirm cover before you appoint us.

15. Suspension and ending the contract

15.1 We may suspend the Services if you are in breach of this or any other contract with us, including where an invoice is overdue. We do not have to refund sums paid in advance for work not carried out during a period of suspension.

15.2 Either of us may end the contract in writing if the other commits a material breach and does not put it right within 14 days of being asked to, or becomes insolvent, enters an insolvency procedure, or ceases to trade.

15.3 If the contract ends, you must pay for all work carried out up to that point, together with any costs we have committed to and cannot recover.

15.4 Ending the contract does not affect rights that have already accrued, or any clause intended to continue afterwards.

16. If something is wrong

16.1 If you believe our work does not meet the Specification, tell us within **60 days** of receiving it, with enough detail for us to look into it. We will correct anything that genuinely falls short at our own cost.

16.2 If we investigate and the work does meet the Specification, we may charge you for the time we spent checking.

16.3 We would always rather hear about a problem early. Complaints can be sent to office@buryassociates.co.uk or raised on 01905 622495, and we will respond within 10 working days.

17. Subcontractors

17.1 We may subcontract part of the Services to a competent and experienced subcontractor.

17.2 Where we do, we remain fully responsible for that work as if we had carried it out ourselves.

18. Transferring the contract

18.1 We may transfer our rights and obligations under the contract to another business.

18.2 You may not transfer yours without our written consent, which we will not withhold unreasonably.

19. Events outside our control

If we are prevented or delayed from carrying out the Services by something beyond our reasonable control - including extreme weather, fire, flood, epidemic or pandemic, civil emergency, industrial action, failure of utilities or transport networks, or the acts of government - we may delay delivery, reduce the Services or end the contract, without liability to you. We will tell you as soon as we reasonably can and do what we sensibly can to limit the effect.

20. If you are a consumer

20.1 If you are dealing with us as a consumer rather than in the course of a business, you have statutory rights that these terms do not affect. Nothing here limits those rights, and where a clause conflicts with

them, your statutory rights prevail.

20.2 Where the contract is made away from our premises or at a distance, you generally have **14 days** to cancel without giving a reason. If you ask us to start work within that period, and then cancel, you will owe us a proportionate amount for the work already carried out.

20.3 Clauses 9.6 (late payment interest) and 9.5 (no set-off) do not apply to consumers.

21. Notices

21.1 Notices about the contract must be in writing and sent by email, delivered by hand, or sent by pre-paid first class post - to our registered office in Worcester, or to your registered office or the address given in the contract.

21.2 A notice is treated as received on the day of delivery if delivered by hand or by email, or two working days after posting if sent by first class post.

22. General

22.1 Each of our rights and remedies is separate from the others.

22.2 If any part of these terms turns out to be unenforceable, the rest of them continue to apply, and that part applies to the extent it can.

22.3 If we delay enforcing a term, or choose not to, that does not mean we have given up the right to enforce it later.

22.4 No one other than you and us has any right to enforce the contract under the Contracts (Rights of Third Parties) Act 1999.

22.5 These terms, together with our quotation and any Specification, are the whole agreement between us.

23. Governing law

The contract is governed by English law, and the courts of England and Wales have exclusive jurisdiction over any dispute arising from it.