



# SKY HIGH TRAFFIC SURVEYS

A DIVISION OF SKY HIGH PLC

## HEAD OFFICE

10 High Street, Tadcaster, Leeds LS24 9AT Tel: 01937 833 933 Fax: 01937 832 275  
mail@skyhightraffic.co.uk www.skyhightraffic.co.uk www.skyhighplc.co.uk

## Terms and Conditions of Business

The following terms and conditions ("Terms") are the basis of the Contract between Sky High Plc ("Us/We") and the client ("You").

Any information contained in our website, sales literature and other documents does not form part of the Contract.

### Quotations

Quotations are valid for period of 30 days from the date of the quotation.

You shall be responsible for ensuring that the project specification provided to Us is accurate and We reserve the right to adjust the quotation and/or program if the specification of all or part of a project changes. All project and subsequent price amendments will be agreed with You.

### Price and Payment

The quoted price is the price payable for the project. We require written acceptance of the quotation from You.

We will consider requests to invoice another party. We may raise an administration fee of £50 for raising invoices to another party. We will not invoice another party without written confirmation from that party that they accept the quotation and that they are willing to pay the invoice. We reserve the right to decline any requests to invoice another party.

Payment is due within 14 days from the date of the invoice. If You fail to make payment by the due date, We reserve the right to:

- charge interest on any outstanding balance at the rate of 4% above the basic rate of RBS bank; or
- cancel the Contract; or
- suspend any Contract being carried out by Us.

### Cancellation or postponement due to Unplanned Events

We reserve the right to charge You fees to cover costs of all services and works undertaken including expenses and overheads incurred by Us in the event that work is cancelled or postponed due to circumstances or events beyond our direct control.

### Cancellation or postponement

You may only cancel or postpone a contract by informing us in writing at the address stated at the top of this page. Should You cancel or postponement a contract, We reserve the right to charge fees to cover costs of all services and works undertaken including expenses and overheads incurred by Us. The cancellation fees are as follows: -

- 25% for projects cancelled within 3 days of fieldwork commencing
- 50% for projects cancelled within 2 days of fieldwork commencing
- 75% for projects cancelled within 1 day of fieldwork commencing

In addition, You shall be liable to pay Our fees and costs for any completed stages of the project plus any fees and costs related to work that has been committed to on behalf of You.

### Approval

You are responsible for any errors or omissions in artwork, illustrations or photographs, proofs etc. that have been accepted by You, either verbally or in writing.



LONDON OFFICE Unit 7, Acorn Business Centre, Milton Street, Maidstone ME16 8LL Tel: 0207 706 3323 Fax: 0207 402 5047  
SCOTLAND OFFICE 22-23 Axwell House, Westerton Road, Broxburn EH52 5AU Tel: 01506 862 233 Fax: 01506 862 234

VAT Registration No: 893 1490 01 Registered in England No: 3896384 Registered Office: Sky High Plc, 10 High Street, Tadcaster, Leeds LS24 9AT



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### Confidentiality

All information provided by You will be treated as confidential. Project and survey data will not be released to any third party without Your permission. The above shall not apply to any information that is already in the public domain and which is otherwise unrestricted nor to information that We are required to disclose by law.

### Storage and disposal

We comply with the Data Protection Act in relation to storage and disposal of confidential information and records. Unless specified as part of the contract, data sheets, interview forms and videotapes are stored for a period of 6 months from the completion of a project. All other project related documents are stored for a period of 6 years. All information is confidentially disposed of.

### Warranties and Limited Liability

We will use all reasonable endeavours to ensure that all obligations to be performed by Us under the Contract are performed with reasonable skill and care.

Except in respect of death or personal injury caused by our negligence for which no limit applies, Our liability under the Contract in respect of the provision of the services included in the quotation shall not exceed the price paid by You for these services. We shall not be liable to You for any loss of profits or contracts or other indirect consequential losses whether arising from negligence, breach of contract or otherwise.

### Termination

We shall be entitled to terminate the Contract where:

- You fail to make payment by the due date;
- You commit any material breach of any of these Terms;
- a receiver is appointed over any of Your property or assets; or You make an involuntary arrangement with Your creditors or become subject to an administration order; or You go into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation); or
- You cease to carry on business.

### Performance of Contract

We shall not be responsible for any delays in performing, or for failure to perform, any of Our obligations under the Contract if the delay or failure is due to any cause beyond Our reasonable control including but not limited to strikes, lockouts, riots, civil commotion, acts of God, and acts of terrorism, theft and war.

### General

These Terms contain the entire agreement between You and Us and supersedes any prior written or oral agreement between You and Us. No variations of these Terms shall be binding unless made in writing by one of Our directors. You may not assign any of Your rights or obligations under the Contract without Our prior written consent.

In the event of any dispute arising out of or in connection with the Contract, You agree that We may refer the dispute to an organisation experienced in Alternative Dispute Resolution in order to resolve the dispute by mediation.

Except insofar as the Terms expressly provide that a third party may in its own right enforce a provision of these Terms, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

These Terms shall be governed by English Law and the English Courts shall have exclusive jurisdiction to decide any dispute concerning these terms.



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