

TERMS AND CONDITIONS OF SALE (SERVICES)

ALPINE PROPERTY GROUP LIMITED

Definitions

Supplier means Alpine Property Group Ltd of The Coppins, Higher Street, East Morden, Dorset BH20 7DR Company Reg Number 8018186.

Buyer means the individual or organisation buys or agrees to buy the Services from the Supplier

Contract means the contract between the Supplier and the Buyer for the provision of Services incorporating these Terms and Conditions.

Services means the services that the Buyer agrees to buy from the Supplier.

Terms and Conditions means the terms and conditions for the provision of Services set out in this Contract and any special terms and conditions agreed in writing by the Supplier

Conditions

These Terms and Conditions shall NOT affect the Buyer's statutory rights.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be only be binding if agreed in writing and signed by both the Supplier and the Buyer.

Any complaints should be addressed to the Supplier's address as above.

Any special conditions applying at the date of this Contract to the provision of the Services are set out in the Schedule to this Contract.

These Terms and Conditions shall apply to all contracts for the provision of Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer.

Price & Payment

The price of the Services shall be that stipulated in the quotation.

After the Services have been completed, the Supplier shall forward the invoice for the Services. Payment of the price which includes VAT at 20%, must be made to the Supplier in cleared funds and without deduction or set-off, unless the client is dissatisfied with the service, and then a reasonable sum can be withheld, until such time as the issue is resolved. On receipt of the cleared funds, the report will be forwarded within two business days.

"One off" (single day, individual surveys, non long term clients) projects are to be settled in full on the day of the project, and all other invoices (long term clients, pre agreed payment terms) are due thirty days after the date of the invoice.

If any payment is not paid on time or any payment is rejected or refused, the Supplier will be entitled immediately to cease or suspend the provision of any future Services until payment has been received.

Where payments are not made in full as per these Terms and Conditions, the Supplier reserves the right to charge interest on all outstanding sums at the higher of 3% above the Bank of England base rate and the rate from time to time available pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and by the agreed date. In addition, the consumer will become liable for any reasonable costs incurred in recovering late payment, such as administration costs. This additional charge is to cover the associated administration time in collecting an unpaid invoice.

The price and any taxes and expenses for the goods and/or services shall be as specified in the Purchase Order.

An invoice shall be produced by the Supplier to the Buyer in accordance with the terms set out in the Purchase Order. The longterm customer shall pay for the Services within thirty days of the invoice date.

If the parties agree that the Supplier is to provide services or resources in addition to those specified in a Purchase Order, then such agreement will be reflected in a further Purchase Order, which will be deemed incorporated into this Agreement. Once a Purchase Order has been agreed by the Buyer the price for the Services shall be fixed. The Supplier may retain the final reports for the Buyer until such time as payment for the Services has been made in full.

Non Payment

Should you not pay the invoice after the survey/investigation/repairs have been undertaken, Alpine Property Group, reserve the right to transfer the debt to a Debt Collection Agency, or commence with legal proceedings, which may result in issuing a County Court Summons. All costs and legal charges associated with the debt collection will be added to the original invoice value.

Ordering

All orders for Services shall be deemed to be an offer by the Buyer to purchase Services under these Terms and Conditions (whether or not on a Purchase Order) and are subject to acceptance by the Supplier.

Performance

Alpine Property Group are an independent company, with no connections or ties to other contractors or suppliers. With decades of experience, knowledge and the latest survey equipment, we provide impartial survey and investigation services, and always endeavour to provide the most professional and reliable service for our clients. We will begin to perform the Services on the agreed date. We will always perform the Services with the industry standards of care and professionalism expected, including those for Health & Safety. Where H&S legislation restricts access, alternative survey methods will be utilised where possible.

- Damp, Timber & Mould Surveys

Utilising decades of experience and the latest in survey technology, our Surveyors will undertake a thorough investigation of the property as detailed during your enquiry. The Surveyor will provide a report on completion, detailing the findings of the external and internal survey, all data obtained on site, and the recommendations to rectify the issues being encountered. We never

recommend unnecessary works or rectifications and will sometimes include works or rectifications that may not be related to the issue being assessed. Our surveys are guaranteed, so long as the recommendations made within the report are completed in full. Albeit very rare, if damp or moisture remain after all of the recommendations have been completed, we will return to your property free of charge, and undertake a further investigation.

- Party Wall Surveys

Utilising decades of experience and the latest in survey technology, our Surveyors will undertake a thorough investigation of the property as detailed during your enquiry. The Surveyor will provide a report on completion. The Party Wall Surveyor will produce and submit all documentation as required during the Party Wall project process. The Surveyor will liaise where necessary with the neighbouring Surveyor.

- Structural & Condition Surveys

Utilising decades of experience and the latest in survey technology, our Surveyors will undertake a thorough investigation of the property as detailed during your enquiry. The Surveyor will provide a report on completion, detailing the findings of the external and internal survey, all data obtained on site, and the recommendations to rectify the issues being encountered. We never recommend unnecessary works or rectifications and will sometimes include works or rectifications that may not be related to the issue being assessed. Our surveys are guaranteed, so long as the recommendations made within the report are completed in full. Albeit very rare, if the issue remains, and all of the recommendations have been completed, we will return to your property free of charge, and undertake a further investigation.

- Leak Detection Surveys

Although our Surveyors will endeavour to undertake a thorough and professional investigation, utilising the correct equipment and many years of experience, the Surveyor will make every endeavour to pinpoint the leak within 200mm (8 inches). However, Leak Detection is not an exact science, and therefore neither the Supplier nor its staff will be liable if the leak does not prove to be within 1m of where indicated by us. If proved not to be within 1m of the point indicated, we will return free of charge to undertake a further survey. In addition neither the Supplier nor its staff will be liable for any costs associated with excavations or reinstatement required to prove a leak location, unless it is proved that we have been negligent in carrying out the leak detection.

- Aerial Surveys & Filming

Aerial Surveys and Filming can possibly be cancelled at short notice, if the weather conditions change, and the conditions introduce a risk to flight. The aerial footage and stills can be assessed on site if required by the client, in order to confirm the quality and accuracy. Every endeavour will be made to ensure that high quality film and photographs are obtained on all flights.

Cancellation

Consumers have the right to cancel the Contract, by notice in writing, at any time up to 14 days after the Contract was made unless the Supplier has started to perform its side of the Contract before the Buyer exercises this right to cancel (in which case the consumer must pay for the work done up to the time of cancellation). Cancellations of projects must be in writing via post or email, which will conclude the contract with Alpine Property Group Ltd. Failure to provide such notice will result in the client being invoiced for the quoted and agreed rate.

Limitation Of Liability

Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury resulting from the negligence of the Supplier or that of the Supplier's agents or employees.

The Contract will not under any circumstances require commitment for the Supplier to provide personnel (whether with or without equipment) as part of the Services for a period longer than seven hours on site.

Due to the latest GDPR Compliance laws, and our accepted process to cover this, our survey guarantee remains in place for a period of 12 months (365 days) from the date of the survey. After this point the agreed terms and conditions will become void and will be destroyed.

Return Visits

On rare occasions we are requested to undertake a return visit, as the client believes that the issue has not been resolved. We will of course return, however if we find that the issue remains as a result of our recommendations not being fully completed, we will look to charge a survey fee at 80% of the original fee. Please note a report will not be produced on the return visit.

Waiver

No delay by the Supplier (whether express or implied) in enforcing any of its rights under this agreement shall prejudice its rights to do so in the future.

Force Majeure

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire or failure of any communications, telecommunications or computer system. If such conditions prevail for more than six weeks then the party not in default shall be entitled to terminate this Agreement but, subject to this, the Supplier shall be entitled to a reasonable extension of time for it to fulfil its obligations hereunder.

Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect.

Changes To Terms And Conditions

The Supplier shall be entitled to alter the terms and conditions for its contracts at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer for this Contract.

Any renewal of and order for the Services will be subject to the Supplier's then current terms and conditions.

Governing Law And Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

GDPR Compliance

In order to comply as a small business with the new Data Protection laws, Alpine Property Group Ltd have implemented the following processes.

1. All data will be controlled by our in-house Data Control Officer. All data held by us is a survey contract requirement.
2. The provided personal data will only be used for survey instruction, survey reporting, invoicing, receipt production, and payment processing purposes.
3. Only the required office staff and designated Surveyor will receive any personal data obtained.
4. The data will not be transferred to any third party or other country, other than our payment processing provider.
5. Any personal data will be stored on site survey equipment for no longer than one month. PDF Survey Reports will be stored on our office system electronically for no longer than six months. Agreed terms and conditions will be stored for no longer than a twelve month period. After twelve months there will be no stored record of any customer data.
6. At any time the client has the right to state in writing that their consent to hold data is withdrawn, and that their data be erased prior to the stated deadlines. Such an erasure may result in any Alpine Property Group guarantees being ceased. Such guarantees should be confirmed at the time of the request.
7. By accepting our terms and conditions, you are accepting our Data Processing policy above.

Special Conditions

As agreed in writing by both parties.