

# SCAN & MODEL

## SERVICE AGREEMENT – TERMS AND CONDITIONS – (*Document TC1*)

**THIS SERVICE AGREEMENT (the ‘Agreement’)** dated: as dated on quote.

### BETWEEN:

Company stated on quote.

(the “Client”)

**-AND-**

**Scan and Model Ltd**

(the “Contractor”)

### BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor agrees to provide such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to the Agreement) agree as follows:

### Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the “Services”):
  - CAD & BIM MODELLING SERVICES
  - SURVEYING SERVICES
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

### Term of Agreement

3. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in force and effect until the completion of the Services, subject to earlier termination as provided in the Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

### **Performance**

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Currency**

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

### **Payment**

6. The Contractor will charge the Client a flat fee of [fee stated on quote] for the Services (the "Payment").
7. The Client will be invoiced when the Services are complete.
8. Invoices submitted by the Contractor to the Client are due within amount days of receipt stated on the quote/invoice. .
9. If Payment is not received in full from the Client within due date of the invoice being issued, the Client will be required to pay an additional 5% + VAT or £100 + VAT surcharge (whichever is the greater amount) on the total amount due.
10. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Contractor.
11. The Payment as stated in this Agreement includes Value Added Tax.
12. The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by The Contractor.

### **Reimbursement of Expenses**

13. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
14. All expenses must be pre-approved by the Client.

### **Confidentiality**

15. Confidentiality information (the "Confidentiality Information") refers to any data or information relating to the Client, where business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
16. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
17. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

### **Intellectual Property**

18. Where The Contractor has designed, drawn or produced any works for the Client, then the copyright in those designs and drawings and documents shall remain vested in The Contractor.

19. The Contractor grants the Client a limited royalty free licence to use the copyright in the works for the purpose(s) set out in the proposal or quote issued to the Client by The Contractor. This licence does not commence until the Price has been paid in full.
20. The Client warrants that all information, instructions, designs provided to The Contractor will not cause The Contractor to infringe any copyright, patent, registered design or trademark in the provision of the Services to the Client order and the Client agrees to indemnify The Contractor against any action taken by a third party against The Contractor in respect of any such infringement.
21. Any data or works produced or obtained for the client, will be held by The Contractor for up to 4 years, after which The Contractor will have the option to delete all data.

### **Capacity/Independent Contractor**

22. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

### **Indemnification**

23. Except to the extent paid in the settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Modification of Agreement**

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

### **Time of the Essence**

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

### **Entire Agreement**

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

### **Titles/Headings**

28. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

### **Governing Law**

29. This Agreement will be governed by and construed in accordance with the law of England & Wales.

### **Severability**

30. In the event that any of the provision of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

### **Waiver**

31. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

### **General**

32. The Contractor may license or sub-contract all or any part of its rights and obligations without the Client's consent.

33. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.