

# Coastal Partners

## Geomatics Service - Terms & Conditions

Version 1.0

Dated: 31/12/25

### 1. Definitions

“Supplier” means Havant Borough Council (t/a Coastal Partners) providing the Services.

“Client” means the commissioning organisation or entity requesting the Services.

“Deliverables” means all data, drawings, models, reports, point clouds, imagery, files and other outputs provided by the Supplier arising from the Services.

“Services” means survey operations carried out by the Supplier including, without limitation: topographic surveying, utility locating, laser scanning and UAV / drone surveying.

“Quotation” means the quotation provided by the Supplier to the Client detailing the price for the Services and is made in accordance with the provisions of these Terms and Conditions.

### 2. Scope Of Service

2.1 The Supplier will carry out the Services using reasonable skill and care consistent with UK industry standards. All survey works undertaken by the Supplier will adhere to relevant RICS Measured Surveys of Land, Buildings & Utilities & Environment Agencies (EA) National Standard Contract and Specifications for Surveying Services (where applicable), ensuring professional standards are maintained at all times.

2.2 Unless expressly stated otherwise in writing, Deliverables are issued for general design and feasibility purposes only. They are not intended to be used as legal boundary evidence, cadastral definition, land transfer documentation, or construction setting-out.

2.3 The Supplier does not provide warranty as to the commercial suitability of the Deliverables and will not accept liability for interpretation, scaling, modelling or assumptions made by the Client or third parties.

2.4 The Supplier reserves the right to engage qualified subcontractors / suppliers where specialist capability is required. Responsibility for the overall Service remains with the Supplier.

### 3. Instruction & Programme

3.1 Services will not commence until the Supplier receives written instruction from the Client. Receipt of a purchase order or otherwise issued written instruction to undertake the Services and acceptance of the Suppliers Quotation constitutes a commitment from the Client to purchase the Services based on these Terms and Conditions.

3.2 Any programme dates or durations issued are indicative only. Weather, ground conditions, flight restrictions, network availability, third-party and utility owner permissions may affect planned dates.

3.3 The Supplier may pause or re-programme works if information requested from the Client (e.g. access contacts, site plans, location constraints or risk information) is not provided in a timely manner.

3.4 The price payable for the Services shall be specified in the Quotation. The Supplier reserves the right, with notice to the Client, to change the Quotation if there is a change to the quantities, delivery dates or specifications for the Services requested by the Client or where a delay is caused by the Client.

## **4. Site Access & Safety**

4.1 The Client must ensure that safe, lawful site access is available for Supplier personnel and equipment. This includes notifying all relevant landowners, occupiers, and site managers.

4.2 The Supplier may refuse to enter or continue work in any area deemed unsafe or unsuitable due to risk, environmental condition, or legal constraint.

4.3 Where access permission is controlled by third parties (e.g. private landholders, Network Rail, utility asset owners etc.), the Client is responsible for obtaining those permissions unless otherwise agreed in writing.

4.4 Where traffic management, road closure, parking suspension or other highway management arrangements are required to undertake the Services the Client is responsible for arranging and providing the required traffic management unless this is expressly stated in the Quotation as being provided by the Supplier.

## **5. Utilities & Buried Services (with PAS128 wording)**

5.1 Where practicable and where the scope specifies, the Supplier will undertake utility surveying in accordance with the applicable elements of PAS128:2014 / PAS128:2022. Such classification applies only to those plans and outputs clearly labelled with a PAS128 quality level designation (e.g. QL-B1, QL-B2, QL-B3 etc).

5.2 PAS128 classification sets out the method used to obtain the utility information and does not guarantee positional accuracy. The positional confidence level is inherent to the PAS128 quality designation stated, and is defined by that standard — not by the Supplier.

5.3 Any PAS128 depth information is derived from EML/GPR indications, unless intrusive proving is stated. Only QL-A (excavated and directly observed) constitutes verified position.

5.4 Where utility plans / asset owner records are incorporated, such third-party information may be incomplete, inaccurate or out of date. The Supplier cannot warrant the correctness of third-party records.

5.5 The Client and all downstream users remain responsible for safe digging practice, permit to dig processes, trial hole strategy and on-site verification before intrusive works.

5.6 PAS128 deliverables represent conditions at the time of survey only and may not reflect undocumented asset alteration, relocation, abandonment or degradation before or after the survey date.

## **6. Laser Scanning & Model Data**

6.1 Point cloud data is a record of conditions on the date surveyed only. It is not a representation of future condition.

6.2 Any derived 2D / 3D model interpretation is subject to inherent tolerances. Explicit coordinate tolerances / alignment parameters will only apply where stated in the specification referenced in the Quotation.

6.3 The Supplier does not warrant compatibility with any specific BIM software, GIS environment or modelling platform unless explicitly stated prior to commission.

## **7. UAV (Drone) Operations**

7.1 UAV flights are subject to Civil Aviation Supplier (CAA) regulation and may only be undertaken where legal to do so.

7.2 Flights may be cancelled or altered due to airspace constraint, proximity to infrastructure, weather, visibility, public safety or local police direction.

7.3 UAV imagery and data may exclude areas that cannot be safely or legally flown.

7.4 The Client shall seek and provide confirmation of approval to the Supplier of all required approvals from residents, businesses and other impacted parties prior to any UAV flight. The Supplier shall obtain all approvals relating to legal use of air space only.

## **8. Limitation Of Liability**

8.1 The Suppliers total liability to the Client for all matters in connection with this contract and/or the Services is limited to the lower of the Quotation value or £100,000 and applies in contract or tort.

8.2 The Suppliers liability to the Client is limited to the proportion of the Client's losses for which the Supplier is responsible under this contract and/or in the provision of the Services.

8.3 The Supplier shall not be liable to the Client for any indirect, special or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims or consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the provision of the Services and/ or the Contract.

8.4 The Supplier accepts no liability for errors in data interpretation or usage by the Client

## **9. Intellectual Property**

9.1 The property and any copyright or other intellectual property rights in any Deliverables remains with the Supplier unless otherwise agreed.

9.2 The Client is granted a non-exclusive licence to use the Deliverables for any purpose in connection with their usual business functions. The Client may extend this licence to any third-party contracted to them for the purposes of delivering work on behalf of the Client.

## **10. Data Protection**

10.1 The Supplier shall process personal data in accordance with UK GDPR and the Data Protection Act.

10.2 UAV imagery may include incidental recording of individuals, vehicles or property. The Supplier will handle such material in accordance with lawful basis for processing.

## **11. Payment**

11.1 Payment terms are 30 days from invoice date unless otherwise stated.

11.2 The Supplier may suspend work or withhold Deliverables in the event of non-payment.

## **12. Prevention**

12.1 The Company's duty to perform shall be suspended whilst the Force Majeure event continues and the time for performance shall be extended by a period equal to the duration of the Force Majeure

12.2 The Supplier will not be liable for any failure or delay in performance caused by events outside reasonable control including, but not limited to: severe weather, unforeseen site hazards, access refusal, utility owner restrictions or aviation regulatory constraint and the time for performance shall be extended by a period equal to the duration of the event

## **13. Governing Law**

13.1 These terms are governed by the law of England and the courts of England shall have exclusive jurisdiction.

13.2 Save as expressly provided for in these Conditions no term of these Conditions or the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party

## **14. Termination**

### **14.1 Termination by Either Party**

Either party may terminate the Services and any contractual agreement by giving not less than 30 days' written notice to the other party.

### **14.2 Termination for Breach**

Either party may terminate the Services and any contractual agreement immediately by written notice if the other party:

Commits a material breach of these Terms and Conditions and fails to remedy such breach within 30 days of receiving written notice requiring it to do so; or

Becomes insolvent, enters administration, or is otherwise unable to meet its financial obligations.

### **14.3 Termination for Public Interest or Statutory Obligation**

The Supplier reserves the right to terminate the Services and any contractual agreement, in whole or in part, at any time by giving the Client not less than 30 days' written notice, where such termination is deemed necessary for operational, financial, statutory, or strategic reasons relating to the provision of the Services.

### **14.4 Effect of Termination**

Upon termination:

The Client shall pay the Supplier for all Services performed up to the termination date, including any committed costs that will be incurred by the Supplier after termination.

### **14.5 Survival of Clauses**

Clauses relating to Intellectual Property, Limitation of Liability, Data Protection, and Governing Law shall survive termination.