

**TOUCHSTONE SURVEYS
STANDARD TERMS AND CONDITIONS**

These Terms and Conditions apply to consultancy or survey assignments contractually undertaken by Touchstone Surveys. Any amendments, additions or deviations from these Terms and Conditions shall be detailed in writing and agreed by both parties.

1. Any start/finish dates detailed in the Terms of Engagement as relating to an assignment shall be adhered to wherever possible but cannot be guaranteed in the event of circumstances beyond the control of Touchstone Surveys. The Client shall be informed of any deviations from the dates stated at the earliest opportunity.
2. All fees are due on presentation of invoice unless otherwise agreed with the client and stated in the Terms of Engagement. Interest will accrue at 4% above Barclays Bank base rate at date of invoice on all amounts not paid within the agreed terms. Fees and expenses quoted in the Terms of Engagement shall be subject to VAT at the rate applicable at the time of invoicing.
3. Any information or any description whatsoever relating to the affairs of a Client and disclosed to any staff under the control of Touchstone Surveys shall be kept strictly confidential.
4. Touchstone Surveys shall not be held responsible for failure to meet the agreed terms of an assignment due to events beyond their control.
5. Touchstone Surveys may use a Client's name in articles and press releases where applicable.
6. No warranty or guarantee can be given to the success of any project or assignment undertaken even though, if contractually agreed, payment may be a condition of certain criteria being met. Should it prove impossible to contact some or all of the contacts during a survey after 6 attempts have been made, the final report will be produced to the best of our ability, however the full fee for the survey will still be payable.
7. Touchstone Surveys may terminate services upon giving 30 days written notification. In this event the Client will only be liable for any fees and expenses due up to the date of the end of the notice period.

The Client may terminate services upon giving 30 days written notification. In this event the Client shall be liable for any fees and expenses due up to the date of the end of the notice period, plus 50% of the fees that would have been due under the Terms of Engagement should the project have run its remaining full course.

Where no assignment duration is contractually agreed, either Touchstone Surveys or the Client may terminate the services upon written notification of 30 days in advance, in which case the Client shall be charged for any fees and expenses due up to the date of termination.

8. Where this agreement is terminated and the Touchstone Consultant enters into the employment of, or continues to work for the Client, then the client will pay Touchstone Survey 15% of the gross earnings or fees paid to the Touchstone Consultant for a period of twelve months after termination of this agreement. Should any other employee be introduced to the client, a fee of 7.5% of their first year's agreed annual salary will be payable to Touchstone on their commencement. Should Touchstone recruit and member of staff for the client, a fee of 7.5% of the recruit's basic annual salary will be paid to Touchstone. The client must assure themselves of the suitability of any recruit, and no warranties will be made, or refunds given, by Touchstone Surveys Ltd.
9. Unless otherwise stated, Principals/Directors accept full personal responsibility for fees outstanding to Touchstone Surveys where their Company is not able to pay or is subject to receivership, liquidation or other form of insolvency or restructuring.
10. In the event that Touchstone finds a suitable candidate for employment by the Client, then the client will pay 5% of the candidate's annual salary, on the first day of employment of that person. No warranties or refunds will be considered or paid.