

Terms and Conditions of business

The following terms and conditions (“Terms”) form the basis of the Contract between MHC Traffic Ltd (“Us/We”) and the client (“You”). No Contract will come into existence until You accept in writing, the quotation provided by Us.

All information contained in our website, brochures, sales literature and other documents are general descriptions and information and do not form part of the Contract.

Quotations

Quotations are valid for period of 90 days from the date of the quotation, after which they are subject to revision.

You shall be responsible for ensuring that the specification provided to Us is accurate and We reserve the right to adjust the quotation if the specification of all or part of a Contract changes. All amendments will be discussed and then agreed with You in writing.

Price and Payment

The price payable for the project shall be the price quoted to You and written acceptance of the quotation must be received from You and the party to be invoiced.

Payment is due within 30 days from the date of the invoice, unless otherwise unequivocally agreed in writing. Pay when paid will not apply to any contracts with MHC Traffic Ltd.

If You fail to make payment by the due date, We reserve the right to:

- Cancel the Contract; or suspend any work being carried out by us.
- The right to claim interest charges are defined in UK/European Law.
- Should you be acting on behalf of your client, if they fail to pay, the contract will revert to your business.
- In accordance with the Data Protection Act MHC Traffic own the intellectual rights to all data until the invoice is paid.

Cancellation or postponement due to Unplanned Events

We reserve the right to charge up to 100% of the fees to cover costs of all services and works undertaken and expenses and overheads incurred by Us if the work is cancelled or postponed due to circumstances or events beyond our direct control.

ATCs will only be extended for up to a maximum of two weeks from the original survey duration, in the event of a resurvey that is due to something out of our control, we will only attempt it once.

Cancellation or postponement

If You wish to cancel or postpone a survey or any other part of the agreed work, You must inform Us in writing. In the event of cancellation or postponement by You, We reserve the right to charge fees to cover costs of all services and works undertaken and expenses and overheads incurred by us.

The cancellation fees are as follows:

- 25% for projects cancelled within 7 days of fieldwork commencing
- 50% for projects cancelled within 5 days of fieldwork commencing
- 100% for projects cancelled within 3 day of fieldwork commencing or on the day of survey

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In addition, You shall be liable to pay Our fees and costs for any completed stages of the agreed work, plus any fees and costs related to work that has been committed to on behalf of You. For postponements, depending on the timing and individual nature of the agreed work, arrangements will be discussed and agreed.

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.

Confidentiality

All information provided by You relating to Your business will be treated as confidential. Survey data is confidential and will not be released to any third party without Your written prior approval. 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 otherwise requested, data sheets are stored for a period of 3 months from the completion of a survey. Footage from our systems is stored for a period of 3 months from the date of delivery unless otherwise agreed and in line with our Data Protection terms of business.

Reports and other project related documents are stored for a period of 3 years. All information is confidentially disposed of, once the period of storage has expired.

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. Subject as expressly provided in these Terms, all warranties conditions or other terms implied by statute or common law is excluded to the fullest extent permitted by law.

We shall not be liable to you for any loss of profits or contracts or other indirect consequential losses whether arising from negligence, data analysis or quality checking on your part, breach of contract or otherwise.

Termination

We shall be entitled to terminate the Contract where:

- You fail to make payment by the due date (as above);
- You commit any continuing or material breach of any of these Terms;
- an encumbrance takes possession, or 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, or threaten to cease, to carry on business.

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In the event of termination of the Contract You will be charged 100% of the fees including legal expenses and any debt recovery fees incurred by Us.

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 vandalism, strikes, lockouts, riots, civil commotion, acts of God, acts of terrorism, theft and war.

For projects involving Automatic Number Plate Recognition (“ANPR”) activities We cannot guarantee match or Sample Rates.

For projects involving GPS data, the nature of the equipment used for this type of survey does not guarantee a consistent signal throughout the survey.

For projects where interviews or postcards are used, we cannot guarantee the return rate or sample rates.

Any missing data following the survey work will be extrapolated from the output.

ATCs will only be extended for up to a maximum of two weeks from the original survey duration, in the event of a resurvey that is due to something out of our control, we will only attempt it once.

Should you not be satisfied with the final delivered data, we shall not be liable for costs if You decide to resurvey the project using an alternative supplier.

General

These Terms contain the entire agreement between You and Us and supersedes any prior written or verbal 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.

MHC reserve the right to anonymise the data set, aggregate it or publish excerpts from it in our marketing materials without express written permission.

MHC reserve the right to publish all or part thereof of the footage via digital or traditional media outlets.

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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 Scottish Law and the Scottish Courts shall have exclusive jurisdiction to decide any dispute concerning these Terms.

Activity observed on our footage.

MHC reserve the right to provide the Police with video footage or ANPR data without your express written consent in the event of an accident, terrorist attack or criminal activity.

MHC Traffic Ltd - Company Registration Number: SC313004

Registered Address: The Alpine Lodge, 82 Irvine Rd, Crosshouse, Kilmarnock KA2 0HQ

VAT number: 275 6546 67

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