



Website Terms and Conditions v1 May 2022

By Using Our Site You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure that you understand them before using Our Site. These Terms and Conditions, together with any other documents referred to herein (unless otherwise stated), set out the terms of use governing your use of this website, www.smsurveying.co.uk ("Our Site"). It is recommended that you print a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated on 23/05/22.

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree to these Terms and Conditions, you must stop using Our Site immediately.

The following document(s) also apply to your use of Our Site:

- Our Privacy Policy. This is also referred to below in Parts 3 and 15.
- Our Cookie Notice.

We do not sell goods, services, or digital content through Our Site. No Part of Our Site constitutes a contractual offer capable of acceptance. The details of the services provided on Our Site are provided for general information purposes only. Our Terms of Business and Terms of Engagement will apply to sales conducted following direct contact with clients and do not relate to your use of Our Site.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Contact Tools" means any online communications facility that We make available on Our Site enabling you to contact Us including, but not limited to, contact forms and live chat;

"Content" means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and

"We/Us/Our" means Stephen Michael Surveying Limited.

2. Information About Us

2.1 Our Site is operated by Stephen Michael Surveying Limited. We are a limited company registered in England and Wales under company number 8037802. Our registered address is The River Rooms, Church Street, Coltishall, Norwich, NR12 8HG.

2.2 We are not registered for VAT.

2.3 We are regulated by the Royal Institute of Chartered Surveyors (RICS).

3. How to Contact Us and Your Use of Our Contact Tools

3.1 To contact Us by email, please email Us at info@smsurveying.co.uk; to contact Us by telephone, please call Us on 01692 535367.

3.2 We provide the following Contact Tools for you to contact Us: Contact Form.

3.3 When using Our Contact Tools or contacting Us by any other means [the following rules apply, and you must not communicate, submit, or otherwise do anything that:

- a) is sexually explicit;
- b) in any way sexualises minors (including, but not limited to, child sexual abuse material);
- c) is obscene, deliberately offensive, hateful, or otherwise inflammatory;
- d) promotes violence;
- e) promotes, encourages, incites, or supports acts of terrorism;

- f) promotes or assists in any form of unlawful activity;
- g) is defamatory of another person;
- h) bullies, insults, intimidates, or humiliates another person;
- i) discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age;
- j) is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- k) is calculated or otherwise likely to deceive;
- l) is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal information in a way that you do not have a right to;
- m) misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not breach any of the other content standards in this Part 3);
- n) implies any form of affiliation with Us or any other party where there is none;
- o) infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, designs, patents, trade marks, and database rights) belonging to Us or any other party;
- p) is in breach of any legal duty owed to another party including, but not limited to, contractual duties and duties of confidence

3.4 We may monitor any and all communications made using Our Contact Tools.

3.5 Any personal information sent to Us, whether via Our Contact Tools or otherwise (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with your rights and Our obligations under data protection law, as set out in Our Privacy Policy.

4. Access to Our Site

4.1 Access to Our Site is free of charge.

4.2 It is your responsibility to make the arrangements necessary in order to access Our Site.

4.3 Access to Our Site is provided on an "as is" and on an "as available" basis. We may suspend or discontinue Our Site (or any part of it) at any time. We do not guarantee that Our Site will always be available or that access to it will be uninterrupted.

5. Changes to Our Site

We may alter and update Our Site (or any part of it) at any time.

6. Changes to these Terms and Conditions

6.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be highlighted at the top of this page. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will apply to your use of Our Site the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use Our Site.

6.2 If any part of the current version of these Terms and Conditions conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

7. International Users

Our Site is intended for users in the United Kingdom only. We do not warrant or represent that Our Site or its Content are available in other locations or are suitable for use in other locations.

8. How You May Use Our Site and Content (Intellectual Property Rights)

8.1 All Content included on Our Site and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us, unless specifically labelled otherwise. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

8.2 You may access, view, and use Our Site in a web browser (including any web browsing capability built into other types of software or app) and you may download Our Site (or any part of it) for caching (this usually occurs automatically).

8.3 You may print copies and download extracts of any page(s) from Our Site for personal use.

8.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors,

as applicable) must always be acknowledged.

8.5 You may not use any Content from Our Site for commercial purposes without first obtaining a licence from Us (or Our licensors, as applicable). This does not prevent the normal access, viewing, and use of Our Site for general information purposes by business users or consumers.

8.6 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright Works', which provides exceptions allowing certain uses of copyright material including (but not limited to) non-commercial research and private study; text and data mining for non-commercial research; criticism, review, and reporting current events; teaching; accessibility; time-shifting; and parody, caricature, and pastiche. Further information is available from the UK Intellectual Property Office.

9. Links to Our Site

9.1 You may link to any page on Our Site

9.2 Links to Our Site must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation.

9.3 You must not link to Our Site in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).

9.4 Your link should not use any logos or trade marks displayed on Our Site without Our express written permission.

9.5 You must not frame or embed Our Site on another website without Our express written permission.

9.6 You may not link to Our Site from another website the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that We deem to be otherwise objectionable.

10. Links to Other Sites

10.1 Links to other websites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of third-party websites.

10.2 The inclusion of a link to another website on Our Site is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

11. Disclaimers

11.1 Nothing on Our Site constitutes professional advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be obtained before taking any action.

11.2 To the extent permitted by law, We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up to date, but We make no warranties, representations, or guarantees (express or implied) that this will always be the case.

11.3 If you are a business user, We exclude all implied representations, warranties, conditions, and other terms that may apply to Our Site and Content.

11.4 As set out above, no Part of Our Site is intended to constitute a contractual offer capable of acceptance. We do not sell goods, services, or digital content through Our Site. The details of services provided on Our Site are provided for general information purposes only.

11.5 We make every reasonable effort to ensure that all representations and descriptions of the services shown on Our Site correspond to the actual services available. Minor variations may occur as follows:

a) There may be minor differences between services described on Our Site and the actual services that will be provided to you. The exact nature of Our services may vary depending upon your individual requirements and circumstances.

d) There may be differences between services described on Our Site and the actual services where changes have been recently made to comply with changes in applicable laws and regulatory requirements. Such changes would not affect your use of the services. For further information on variation and changes to services and your related rights, please refer to Our Terms of Business and Terms of Engagement for the relevant services.

12. Our Liability

12.1 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.

12.2 If you are a business user (i.e. you are using Our Site in the course of business or for commercial purposes), to the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.

12.3 If you are a business user, We accept no liability for loss of profit, sales, business, or revenue; loss of business opportunity, goodwill, or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

12.4 If you are a consumer, you agree that you will not use Our Site for any commercial or business purposes and that We shall have no liability to you for any business losses as set out above.

13. Viruses, Malware, and Security

13.1 We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and malware; however, We do not guarantee that this is the case.

13.2 You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.

13.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.

13.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.

13.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

13.6 By breaching the provisions of Parts 13.3 to 13.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

14. Acceptable Usage of Our Site

14.1 You may only use Our Site in a lawful manner:

a) You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply;

b) You must not use Our site in any way, or for any purpose, that is unlawful or fraudulent; and

c) You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.

14.2 If you fail to comply with the provisions of this Part 14, you will be in breach of these Terms and Conditions. We may take one or more of the following actions in response:

a) Suspend or terminate your right to use Our Site;

b) Issue you with a written warning;

c) Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

d) Take further legal action against you, as appropriate;

e) Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

f) Any other actions which We deem reasonably appropriate (and lawful).

14.3 We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Part 14.2) in response to your breach.

15. How We Use Your Personal Information

We will only use your personal information as set out in Our Privacy Policy.

16. Communications from Us

16.1 If We have your contact details, We may send you important notices by email from time to

time. Such notices may relate to matters including, but not limited to, changes to Our Site or to these Terms and Conditions.

17. Law and Jurisdiction

17.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

17.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Part 17.1 takes away from or reduces your legal rights as a consumer.

17.3 If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

17.4 If you are a business user, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.