PROFESSIONAL TERMS OF ENGAGEMENT

# Terms & Conditions

**Airtek Surveys Ltd**

**VERSION**
**1.1**

**Effective date**

6 October 2026

These Terms and Conditions apply to Airtek Surveys Ltd surveying, drone inspection, thermal imaging, mapping, photography, videography and related professional services, unless separate written terms have been agreed.

## DOCUMENT CONTROL

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| **Document** | Terms & Conditions |
| **Company** | Airtek Surveys Ltd |
| **Version** | 1.1 |
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## 1. Introduction

These Terms and Conditions apply to services provided by Airtek Surveys Ltd (“Airtek Surveys”, “we”, “us” or “our”) to the person or organisation instructing us (“the Client”, “you” or “your”).

They apply to drone inspections, aerial surveys, roof inspections, photography, videography, thermal imaging, mapping, photogrammetry, construction progress monitoring and other surveying or inspection services provided by us, unless separate written terms of engagement have been agreed.

By accepting our quotation, confirming an instruction or otherwise engaging our Services, you agree to these Terms and Conditions.

Where a particular service is subject to separate written terms of engagement, those terms will take precedence over these Terms and Conditions to the extent of any inconsistency.

## 2. Professional Status and Standards

Airtek Surveys Ltd provides professional surveying and inspection and related technical services through appropriately qualified and experienced personnel.

Where services are undertaken by Joe Murtagh AssocRICS, Joe is an Associate Member of the Royal Institution of Chartered Surveyors (RICS). Joe's individual RICS membership does not mean that Airtek Surveys Ltd is itself an RICS-regulated firm.

Airtek Surveys Ltd will not represent itself as an RICS-regulated firm unless and until it is separately registered and authorised by RICS to do so.

Our services will be undertaken with reasonable care, skill and diligence, in accordance with the agreed scope of work and any professional standards or requirements applicable to the particular service.

Where an instruction specifically relates to an RICS Home Survey or other service subject to specific RICS requirements, the service will be undertaken in accordance with the applicable requirements and agreed term of engagement.

## 3. Scope of Services

The Services to be provided will be set out in our quotation, proposal, confirmation of instruction or separate terms of engagement.

Depending on the instruction, Services may include drone roof inspections; aerial inspections and surveys; roof condition inspections; high-level building inspections; thermal imaging; aerial photography and videography; mapping and photogrammetry; construction progress monitoring; and preparation of photographs, video, survey data, drawings or reports.

Only the services expressly included within the agreed scope will be provided.

If additional defects, areas or services are identified during an inspection, we may advise you that additional work is required. Additional work will only be undertaken where reasonably practicable and, where additional charges apply, following agreement with the Client.

Unless specifically agreed otherwise, we do not undertake opening-up or destructive investigations; removal of roof coverings or building components; testing of concealed services; structural calculations; invasive investigations; testing of electrical, gas, plumbing or mechanical installations; asbestos surveys; specialist ecological surveys; or other specialist investigations outside the agreed scope. Unless expressly stated in the agreed scope, the Services do not constitute a structural engineering assessment, structural design or certification of structural adequacy.

A drone inspection is necessarily limited to areas that can be safely and lawfully accessed and adequately viewed or recorded.

## 4. Inspection and Reporting

Our findings and opinions will be based on the information reasonably available to us at the time of the inspection, including visual observations, photographs, video, thermal imagery, measurements and other data where applicable.

The absence of a defect from our report does not necessarily mean that no defect exists.

Defects may be concealed by roof coverings, insulation, finishes, vegetation, stored materials, weather conditions, restricted access or other obstructions.

Drone imagery can provide valuable access to areas that may otherwise be difficult or unsafe to inspect. However, it cannot replicate every aspect of a physical inspection.

The quality and usefulness of imagery may be affected by weather and lighting conditions, rain, fog, mist or condensation, wind, reflections or glare, obstructions, vegetation, surface contamination, the condition and colour of materials, equipment resolution, distance from the subject and restrictions imposed by the operating environment.

Thermal imaging, where provided, identifies differences in apparent surface temperature. It does not by itself establish the cause of a temperature anomaly or confirm the presence of a defect.

Where further investigation is considered necessary, this will be identified in our report where reasonably apparent.

Where a written report is provided, it will reflect the agreed scope of inspection. Our reports are intended to assist the Client in understanding the condition of the inspected areas and should not be interpreted as a guarantee that all defects have been identified. Where appropriate, recommendations may be provided for further investigation, maintenance or repair.

## 5. Client Responsibilities

The Client is responsible for providing accurate and complete information relevant to the instruction.

The Client must provide accurate details of the property and areas to be inspected; ensure that we have appropriate permission to attend the property; obtain any necessary consent from the owner, landlord, tenant, managing agent or other interested party; provide safe access to the site where required; notify us of known hazards or restrictions; provide relevant information that may affect the inspection; and comply with reasonable instructions relating to site safety.

The Client must not instruct us to undertake any activity that would require us to operate equipment unlawfully or in circumstances where, in our reasonable professional judgement, the operation cannot be conducted safely.

## 6. Drone Operations and Safety

All drone operations will be subject to applicable aviation legislation, operational requirements, weather conditions and our professional judgement.

We reserve the right to refuse, postpone or modify an operation where we consider that conditions are unsuitable or unsafe.

This may include circumstances involving excessive wind; rain or poor visibility; nearby people or property; restricted airspace; temporary flight restrictions; obstacles; electromagnetic interference; emergency activity; wildlife; unsafe site conditions; or any other factor affecting the safe operation of the aircraft.

Any additional costs arising from circumstances outside our reasonable control will be dealt with in accordance with the agreed quotation and these Terms and Conditions.

## 7. Fees and Payment

Our fees will be confirmed in writing before work commences wherever reasonably practicable.

Unless otherwise agreed: invoices are payable within the period stated on the invoice; VAT will be charged where applicable; additional work outside the agreed scope may incur additional charges; and reports, photographs, video or other deliverables may be withheld until payment has been received where this has been stated in the quotation or agreed with the Client.

If payment is overdue, we reserve the right to suspend further work until outstanding amounts have been paid.

Nothing in these Terms and Conditions affects statutory rights applicable to consumers.

## 8. Cancellation and Rescheduling

The Client may cancel an instruction by contacting us as soon as reasonably practicable. Where less than 48 hours' notice is provided, we reserve the right to charge a reasonable cancellation fee reflecting costs already incurred, time allocated and any loss that cannot reasonably be avoided. Where the Client is a consumer, any statutory cancellation rights that apply will not be affected by this provision.

We will make reasonable efforts to accommodate requests to reschedule an inspection, subject to availability.

We may postpone or cancel an inspection where weather conditions are unsuitable; safe drone operation is not possible; access is unavailable; required permissions have not been obtained; airspace restrictions prevent the operation; site conditions are unsafe; or circumstances outside our reasonable control prevent the inspection.

Where we cancel an inspection for these reasons, we will normally offer the Client the option of rescheduling or receiving a refund of any amount paid for the affected service, subject to any reasonable costs already incurred where legally permissible.

## 9. Delivery Times

We will provide an estimated delivery timescale when accepting an instruction.

Unless otherwise agreed, delivery times are estimates rather than guaranteed deadlines.

Delays caused by weather, access, technical problems, third parties, additional work, unforeseen circumstances or other matters outside our reasonable control will not constitute a breach of contract.

## 10. Accuracy and Limitations of Findings

We will exercise reasonable care, skill and professional judgement when carrying out the Services.

However, no inspection can guarantee the identification of every defect, particularly where defects are concealed, inaccessible or not apparent at the time of inspection.

Our Services do not constitute a guarantee, warranty or certification of the condition, performance or future serviceability of any building, roof, structure or component unless expressly stated otherwise in writing.

Where a significant defect or potential concern is identified, we may recommend that the Client obtains further investigation or advice from an appropriately qualified specialist.

## 11. Reliance on Reports

Reports and other deliverables are prepared for the Client and for the specific purpose identified in the agreed instruction.

Unless expressly agreed in writing, no third party may rely upon our report, photographs, video, thermal imagery, survey data or other deliverables.

Where a third party is authorised to rely upon our work, this may be subject to additional terms and/or fees.

The Client must not alter, edit or amend a report in a manner that could misrepresent our findings or opinions.

The Client remains responsible for ensuring that any third party requiring reliance upon the Services is identified to us before such reliance is permitted.

## 12. Liability

We will carry out the Services with reasonable care, skill and diligence and in accordance with the agreed scope of work.

Nothing in these Terms and Conditions excludes or limits liability where such exclusion or limitation is prohibited by law.

In particular, nothing in these Terms and Conditions excludes or limits liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other liability which cannot lawfully be excluded or limited.

Subject to the above, Airtek Surveys shall be responsible only for losses that are reasonably foreseeable and directly attributable to our breach of contract, negligence or other actionable breach.

We shall not be responsible for losses arising from matters outside our reasonable control or from reliance upon information supplied to us that was incomplete, inaccurate or misleading, or from defects or conditions that were concealed, inaccessible or otherwise outside the agreed scope of inspection.

Any financial limitation of liability applicable to a particular instruction will be stated in the quotation, proposal or separate terms of engagement where agreed between the parties.

Nothing in this section is intended to remove or restrict any rights available to consumers under applicable legislation.

## 13. Third-Party Contractors and Specialists

Where specialist services are required outside our competence or agreed scope, we may recommend that the Client obtains advice from an appropriately qualified third party.

Unless expressly agreed otherwise, the contract for those specialist services will be between the Client and the relevant third party.

We do not accept responsibility for the acts, omissions, reports or opinions of independent third-party specialists.

## 14. Confidentiality and Data Protection

We will treat information provided by the Client as confidential and will not disclose confidential information to third parties except with the Client's consent; where reasonably necessary to provide the Services; where required by law or regulation; or where necessary to protect our legal rights.

Personal data will be processed in accordance with applicable data protection legislation and our Privacy Policy.

## 15. Photography, Video and Survey Data

Unless otherwise agreed, photographs, video, thermal imagery, mapping data, survey data, drawings and reports produced by Airtek Surveys remain our intellectual property.

Upon payment of our fees, the Client receives a non-exclusive licence to use the deliverables for the purpose for which they were commissioned. The Client may provide the deliverables to its professional advisers, solicitors, insurers, contractors or other consultants where reasonably necessary for that purpose, provided that such provision does not confer any right of reliance upon those parties unless expressly agreed in writing.

The Client may reproduce and share the deliverables for that purpose but must not sell them to a third party; represent them as having been produced by another person; materially alter or edit them in a way that changes their meaning; or use them for a substantially different purpose without our written consent.

## 16. Promotional Use of Images

Airtek Surveys may use selected photographs, video or other imagery obtained during an instruction for marketing, website, portfolio or promotional purposes.

We will take reasonable steps to avoid publishing confidential or commercially sensitive information.

Where the Client does not wish imagery to be used for promotional purposes, th

## 17. Copyright

Copyright in reports, photographs, video, drawings, mapping, models, survey data and other materials produced by Airtek Surveys remains with Airtek Surveys unless expressly agreed otherwise in writing.

Nothing in these Terms and Conditions transfers ownership of our underlying intellectual property.

## 18. Conflicts of Interest

We will take reasonable steps to identify any actual or potential conflict of interest before accepting an instruction.

If a conflict arises during an instruction, we will inform the Client and take appropriate action, which may include obtaining informed consent, implementing appropriate safeguards or declining to continue with the instruction.

## 19. Complaints

We aim to provide a professional, efficient and high-quality service.

If you are dissatisfied with any aspect of our Services, please contact us as soon as possible and provide details of your concerns.

We will investigate the complaint fairly and provide a response within a reasonable period.

Where the complaint relates to professional services personally undertaken by Joe Murtatgh AssocRICS, we will deal with the complaint in accordance with any professional requirements applicable to him.

Nothing in this section prevents a Client from exercising any statutory rights or pursuing any appropriate legal remedy.

## 20. Force Majeure

We shall not be liable for delay or failure to perform our obligations where the cause is outside our reasonable control.

This may include severe weather, natural disasters, accidents, fire, flooding, power or telecommunications failures, airspace restrictions, government action, industrial disputes, serious equipment failure, illness, emergency situations or other circumstances beyond our reasonable control.

## 21. Retention of Records

We may retain photographs, reports, survey data, correspondence and other records relating to an instruction for a reasonable period for business, professional, legal, insurance and regulatory purposes.

We will handle retained information in accordance with our data protection obligations.

## 22. Governing Law

These Terms and Conditions and any contract between Airtek Surveys and the Client shall be governed by the laws of England and Wales.

The courts of England and Wales shall have jurisdiction, subject to any mandatory rights available to consumers.

## 23. Amendments

We may update these Terms and Conditions from time to time.

The version applicable to an instruction will normally be the version in force when the instruction is accepted, unless otherwise agreed.

Any material changes affecting an existing instruction will be communicated to the Client where appropriate.

## 24. Entire Agreement

The quotation, proposal, confirmation of instruction, these Terms and Conditions and any separate written terms of engagement form the agreement between Airtek Surveys and the Client in relation to the Services.

If there is any conflict between these documents, the following order of precedence shall normally apply: (1) any separately agreed written terms of engagement; (2) the agreed quotation or scope of work; and (3) these Terms and Conditions.

## 25. Contact Information

Airtek Surveys Ltd

Telephone: 03333 392 868

Website: www.airteksurveys.co.uk

Address: Airport House, 265 Purley Way,

Croydon,

Surrey.

CR0 0XZ

Co. reg no. 13071144

VAT no. 516 6255 90

# DOCUMENT STATUS

### CONTROLLED DOCUMENT

This document is Version 1.1 and is intended to be used as Airtek Surveys Ltd general Terms and Conditions unless superseded by separate written terms of engagement.