



ROOF INSPECTION EDINBURGH

Roof Inspection Report

Abstract

Report from single site drone inspection compiled from detailed photographic evidence

Address

5 South Charlotte Street
Edinburgh EH2 4AN

Email

contact@roofinspectionedinburgh.com

ROOF INSPECTION EDINBURGH

Property address	45-47 Shandwick Pl, Edinburgh EH2 4RG
Intent	Roof inspection of rear of commercial property to take pictures for planning purposes. No request was made to note buildings condition. Photography for planning intentions only.
Prepared by	David Redpath
Date of inspection	Tuesday 21 st March 2023

1. Findings

Notes	All requested images passed in their raw format. Access is difficult and the hotel kindly let us access their flat roof to the rear. Because the building of interest is recessed there was still not clear visibility without use of a drone.
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Overview



Rear Elevation



Flat Roof



Extreme Rear Wall



2. Terms & Conditions

This inspection report is based on remote photographic evidence collected on the stated day. Any faults or recommendations are made solely on this basis and that of the report author and do not always constitute that of tactile inspection methods.

Application and Entire Agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (the **Services**) by ROOF INSPECTION EDINBURGH a subsidiary brand of SKY TECH LIMITED (the **Company, us**), a company registered in Scotland under number SC538107 whose registered office is 5 South Charlotte Street, Edinburgh EH2 4AN to the person buying the services (**you or Client**).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation of from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the **Contract**) are the entire Agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made by or given on our behalf. These Conditions apply to the contract (the **Contract**) to the exclusion of any other terms that you try to impose or incorporate, or which are implied by a trade, custom or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in Scotland.
5. The headings of these Terms and Conditions are for convenience and do not affect their importance
6. Words imparting the singular numbers shall include the plural and vice versa.

Our Services

7. We warrant that we will use reasonable care and skill to our perform the Services which will comply with the client quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
8. We will use our reasonable endeavors to complete the Services within the time agreed or as set out in the quotation, however, time shall not be of the essence in the performance of our obligations subject to weather, personal injury, illness or unforeseeable circumstances.
9. If a site survey is required prior to quotation, the cost will be agreed and invoiced accordingly.
10. All of these Terms and Conditions apply to the supply of goods and services unless we specify otherwise.

Your Obligations

11. You must obtain any permissions, consents, licenses or otherwise that we need and must give us access to any, and all relevant information, materials, properties and any other matters which we need to provide the Services. The client must confirm in writing that it grants us permission to access the site and to operate drones there.
12. If you do not comply with the previous clause, we can terminate the agreement to provide the Services.
13. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your Obligations**).

Fees and Payment Terms

14. The fees (Fees) for the Services are set out in the quotation and are on a time and materials basis based on the client brief. Quotation is subject to the Services, location, travel expenses duration and risk assessment.
15. The Client agrees to pay the total amount stated on their quotation to the Company on completion of the work.

16. In addition to the Fees, we can recover from you a) reasonable incidental expenses for geographically far away locations from our base of operation including, but not limited to, travelling expenses, accommodation costs, subsistence and any other associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
17. The Client must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable rate in effect at the time of performance or such other rate as may be agreed between us. The provision on the previous clause also applies.
18. A deposit of 20% the invoiceable total is required for sums over £1000.
19. We will invoice you for payment of the Fees either, a) when we have completed the Services, or b) on the invoice dates set out on the quotation.
20. The client must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us. In the case of work performed in phases the Company reserves the right to partially invoice in stages.
21. If you do not pay within the period set out above, we will charge you late payment interest at the rate of (Base Rate + 8%) to overdue accounts until payment is received in full in line with the Late Payment of Commercial Debts (Interest) Act 1998).
22. All payments due under these Terms and Conditions must be made in full without any deductions or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
23. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services ordered by, or otherwise arranged with you.
24. Receipts for payment will only be issued by us only at your request
25. All payments must be made in GBP unless otherwise agreed in writing between us.

Confidentiality

26. All enquiries will be treated in the strictest confidence.

Cancellation and Amendment

27. We can withdraw, cancel or amend the quotation if it has not been accepted by you, or if the Services have not started, within a period of 5 days from the date of the quotation, unless the quotation has been withdrawn.
28. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
29. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavors to make any required changes and additional costs may be included in the Fees and invoiced to you.
30. Cancellation fees are payable according to the following items: preparatory works, such as site survey visits, written documentation, time and travelling charges where costs have been incurred by the Company. These costs will remain due for payment in full, but pro rata to the overall agreed fees for the full Services.
31. Drone operations are subjective to weather conditions and the Company reserves the right to move booking dates to fit best weather conditions. If due to bad weather, rain, snow or strong winds we will arrange an alternative date to provide the Services.
32. If, due to circumstances beyond our control, including those set out in the clause below (**Circumstances Beyond a Party's Control**), we have to make any changes in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavors to keep any such changes to a minimum.
33. If the Services cannot be performed or rescheduled, the Company will refund any advanced payments made. Costs incurred prior to prior to scheduled date of delivery or Services such as paid for site visits and meetings are excluded and remain due for payment. This Limitation of liability will also apply if any data is lost or damaged through equipment malfunction, or otherwise outside the fault of the Company.

34. If the Company cannot provide the Services due to reasons that only become evident once on site or for reasons that the Company was not advised of beforehand, then the full cost will remain due for payment. The Company may at its sole discretion, offer a discount to schedule a new booking.

Use of Drones

35. Our drone services and safety considerations meet UK Civil Aviation Authority regulations for drone use under our Operational Authorisation granted by that authority. Our drone pilots will follow procedures set out in our Operations Manual for safe drone operations and be trained to GVC or equivalent qualification in drone competent use. We are committed to operating within changes to rules as and when they occur.
36. A pre-site survey will identify any nearby sensitivities such as airports and hazardous sites. Permissions may be required, and an audit log created between these interested parties. We will do our up most to meet requirements, but these parties may have the right to control or deny drone operations near their sites.
37. The drone pilot on the day of operations has the right to cancel or amend flight plans as seen fit to maintain safe operations.
38. Our drone operations are insured by Moonrock Drone Insurance to a public liability cover £1m. Our data interpretation covering inspection, survey and other means are insured by Hiscox indemnity cover of £1m.

Sub-Contracting and Assignment

39. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
40. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

Termination

41. We can terminate the provision of the Services immediately if you:
- commit a material breach of your obligations under these Terms and Conditions; or
 - fail to make pay any amount due under the Contract on the due date for payment; or
 - are or become, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made its creditors; or
 - convene any meeting of your creditors, enter into a voluntary or compulsory liquidation, have receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint and administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency

Intellectual Property, Copyright Sharing and Usage

42. The parties agree that work performed for the Client shall be considered as work for hire as contemplated and defined by the United Kingdom Copyright, Designs and Patent Act 1988. Both parties acknowledge and agree that the Client will not hold any intellectual property rights to recordings or data from the project including, but not limited to copyright and trademark rights.

43. The Company has exclusive and complete ownership of the intellectual property of recording and data captured during the project. In addition, the client agrees that the Company shall maintain an exclusive, transferable, sub licensable, royalty-free, worldwide license to use the photography and/or video.
44. The Company actively promotes its media and reserves the right to use any Client image and video for our promotion. Respectful of our Privacy and GDPR obligations this will be done in a sensitive manner concealing identity and location as far as possible. The Client agrees and acknowledges the Company may reasonably use photography and/or video for promotional purposes.
45. Unless the client has agreed and contracted to buy, the Company retains the copyright of all photography, video and data content. The Client has full access to and use of the material, however the client does not have the legal authority to sell the material or allow third party companies to use it or edit it without express written agreement with the Company.

Limitation of Liability and Indemnity

46. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
47. When operating in the outdoors successful delivery of the Services depends on weather conditions. The decision to proceed is normally delayed to the last practical time to maximize the chance of suitable weather.
48. If the work cannot be completed due to client reasons, for example, lack of access or unscheduled site activity etc., the client may be charged to recover costs and time.
49. The Company does not accept liability for errors resulting incomplete or inaccurate instructions from the client's written brief.
50. In the exceptional circumstances the Company can not fulfil or complete the Services, it will refund part or all of any deposit received and not accept any other liability.
51. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
52. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
 - a) any indirect, special or consequential loss, damage, costs or expenses or;
 - b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d) any losses caused directly or indirectly by failure or your breach in relation to your obligations; or
 - e) any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
53. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
54. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Data Protection and Privacy

55. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
56. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or reenacted from time to time.

57. The Company will usually retain back-up data for 12 months following delivery of Services. Beyond this time it accepts no responsibility nor has liability for maintaining archive copies of data without expressed written agreement to do so.
58. For the avoidance of doubt 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in GDPR.
59. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing an Personal Data for its own or for any third party's purposes.
60. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors agents, sub-contractors or advisors on a strict need-to-know basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
61. The Service Provider shall implement and maintain technical and organizational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
62. Further information about the Service Providers approach to data protection are specified in its Data Protection Policy, which can be found by emailing us. For any enquiries or complaints regarding data privacy please email us.

Circumstances Beyond a Party's Control

63. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: persistent bad weather (rain, strong winds or snow), industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, act of war, governmental action or restrictions or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Complaints

64. Complaints should be raised in writing within 28 days of becoming aware of the matter and in any event within 28 days of receipt of data generated from the Services.

Communications

65. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorized offer of that party).
66. Notices shall be deemed to have been duly given:
 - a) when sent, if transmitted by email or fax, and a successful transmission report or return receipt is generated;
 - b) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - c) on the fifth business day following mailing, if mailed nationally; or
 - d) on the tenth business day following mailing, if mailed internationally.
67. All notices under these Terms and Condition must be addressed to the most recent address, email or fax number notified to the other party.

Acceptance of Terms

68. The client may not assign or transfer this Agreement of any of the rights granted hereafter. This Agreement is binging upon and inures the benefit of the Company, as well as their respective principals,

employees, representatives, and successors. The client and its principals, and employees are jointly and severally liable for the performance of all payments and other obligations hereunder.

69. No amendment or waiver of any items is binding unless outlined in writing and signed by the parties. Email and electronic signatures will be considered legal and binding. However, the invoice may reflect, and the Client is bound by, the Clients' oral authorization for any additional services and expenses, that could not be confirmed in writing due to immediate proximity of completing the Services.
70. This Agreement will be deemed to be a contract made under the laws of the United Kingdom, and for all purposes will be interpreted in its entirety following these laws.

No Waiver

71. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

72. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / these provisions will be deemed severed from the remainder of these Terms and Conditions which will remain valid and enforceable.

Law and Jurisdiction

73. This Agreement shall be governed by and interpreted according to the law of Scotland and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Scottish courts.