

Dated the 8th day of August 2014

MURPHY SURVEYS

TERMS AND CONDITIONS

Clerkin Lynch
Solicitors
30 Molesworth Street
Dublin 2

THESE TERMS have been accepted on day of 2014

WHEREAS:

- A.** The Services of the Company are offered to the Client upon condition of their respective acceptance without modification of the following terms of service and conditions of use.
- B.** By using the Services, the Client agrees to be bound by these Terms. If the Client is entering into these Terms on behalf of a company or any other legal entity, the Client represents that it has the authority to bind such entity to the Terms.

(as each such term is defined below)

NOW THESE TERMS WITNESSETH:

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In these Terms, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

“Company” means Murphy Surveys Limited, a limited company incorporated in Ireland, trading as Global Consulting Surveyors, having registered number 351283 and its registered office at Global House, Kilcullen Business Campus, Kilcullen, Co. Kildare;

“Client” means any person or entity which contracts with the Company for the provision of the Services.

“Confidential Information” shall in respect of the Client mean all information relating to their intimate personal living conditions or a boundary dispute which has been notified to the Company or such other information as may be agreed between the Company and the Client and shall in

respect of the Company mean information relating or connected to the Deliverables and the Services.

“Contract”

means the contract between the Company and the Client for the Supply of Services which is subject to these Terms;

“Deliverables”

means the drawings, digital data, photographs, listings, reports, surveys or any other supporting documentation created by the Company when providing the Services requested by the Client;

“Fees”

means the fees referred to in Clause 4 of these Terms;

“Intellectual Property”

means such trademarks, copyrights, technology rights and similar rights arising from, relating to or created pursuant to the Services;

“Services”

means in respect of any Client the provision of such survey solutions which are specified in the Quotation which may include 3D HD Laser Scanning, Aerial LIDAR Surveys, Aerial Photographic Surveys, Area Measurement Surveys, As Built Surveys, Building Information Modelling, Conservation, Electrical Resistivity Imaging, Electromagnetic Surveys, Elevated Photography, Energy Assessments, Expert Witness, Facades and Elevations, Flood Surveys, Geographic Information Surveys, Geophysics/ Utility Mapping, Ground Penetrating Radar, Hydrographic Surveys, Legal Mapping, Measured Building Surveys, Microgravity Surveys, Monitoring Solutions, Pipeline Surveys, Rectified Photography, Setting Out, Site Control, Topographic Surveys and Verified Views and Rights to Light;

“Sales Order Form”	means the document the Client returns to the Company confirming their acceptance of the provision of the Services under the terms outlined in the Quotation and these Terms and including details of the party to be invoiced in connection with the Services;
“Site”	means the place which is the subject of the Services and where the surveying and physical aspects of the Services are to be undertaken by the Company;
“Terms”	means the terms and conditions set out in this document;
“Trademarks”	means Murphy Surveys or other similar registered or unregistered trademarks owned by the Company in relation to the Services;
“Quotation”	means the written statement issued by Murphy Surveys to a Client setting out the Services which will be provided and referencing the price at which such requested Services will be provided to the Client;
“Working Day”	means every day that is not a Saturday or Sunday on which Dublin clearing banks are open for business or as agreed in writing between the Company and the Client;
“Working Hours”	means the hours from 9.00am until 5.30pm every Working Day, or as may be agreed from time to time between the Company and the Client.

1.2 Construction

1.2.1 In these Terms words such as **“hereunder”**, **“hereto”**, **“hereof”** and **“herein”** and other words commencing with **“here”** shall, unless the context clearly

indicates to the contrary, refer to the whole of these Terms and not to any particular Section or Clause thereof.

- 1.2.2 Save as otherwise provided herein, any reference to a Section, Clause, paragraph or sub-paragraph shall be a reference to a Section, Clause, paragraph or sub-paragraph (as the case may be) of these Terms and any reference in a Clause to a paragraph or sub-paragraph shall be a reference to a paragraph or sub-paragraph of the Clause or paragraph in which the reference is contained unless it appears from the context that a reference to some other provision is intended.
- 1.2.3 Any reference in these Terms to a document includes that document as amended, substituted, restated or novated from time to time.
- 1.2.4 Any reference to any provision of any legislation shall include any modification re-enactment or extension thereof and shall also include any subordinate legislation made from time to time under such provision. Any reference to any provision of any legislation, unless the context clearly indicates to the contrary, shall be a reference to legislation of Ireland.
- 1.2.5 In these Terms, the masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa. References to persons shall include natural persons, firms, bodies corporate, unincorporated associations and partnerships, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).
- 1.2.6 Any phrase introduced by the terms **“including”**, **“include”**, **“in particular”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. APPLICATION OF THESE TERMS

- 2.1 These Terms shall apply to the use of the Services by the Client. By using the Services the Client agrees that these Terms shall apply and that no other terms, conditions, warranties or representations apply to its relations or commercial arrangements with

the Company. These Terms shall be deemed to have been accepted by the Client upon either:-

- (i) the written acceptance of the Client through returning a Sales Order Form; or
- (ii) the commencement of the Services.

2.2 The Company reserves the right to publish additional operating rules or policies applicable to the use of the Services from time to time, which shall be deemed to have been accepted by the Client as applicable, by their continued use of the Services.

2.3 No request for Services by the Client of the Company shall be deemed to be accepted by the Company until either a written acknowledgment of such acceptance is issued by the Company or (if earlier) the Company performs the Services.

2.4 The Client warrants and shall ensure that the terms of its Sales Order Form and any applicable specification are true, complete and accurate and hereby agrees to indemnify the Company for any losses it may suffer as a consequence of any information in the Sales Order Form being learned to be incorrect.

2.5 Any Quotation is valid for a period of 60 days only from its date, but the Company may withdraw it at any time.

3. THE SERVICES

3.1 The Company shall use reasonable skill and care in its performance of the Services which it will use all reasonable endeavours to perform in a timely manner and in accordance with the Contract/Specification.

3.2 Unless otherwise agreed in writing by the Company, the Company shall perform the Services at the Site. The Surveyor shall not be obliged to commence the work until requested in writing to do so by the Client. Once work has commenced the Client shall not cancel the Contract without compensating the Surveyor in full for the work done to notification of cancellation together with payment of 20 per cent of the Contract Price remaining.

3.3 The Surveyor may sub contract part of the work, whilst accepting the full responsibility for the work as if it had not been sub contracted.

4. FEES

- 4.1 The Client shall pay fees to the Company at the rates specified on the Quotation in such instalments as may be specified on the Quotation or in the absence of such specification in such instalments as may be agreed between the parties from time to time. Notwithstanding any such agreement the fees shall be paid in full within 15 days of the completion of the Services.
- 4.2 The Client shall not be entitled to set off against any of the Company's charges for the Services any money owed by the Company to the Client.
- 4.3 If the Client is late in paying any of the Company's charges then the Company shall be entitled to sue such party for all outstanding sums due and/or to charge such party interest (both before and after any judgement) at a rate equivalent to the rate set out in the relevant legislation pertaining to late payments, calculated on a daily basis from the date such charge accrued until payment.
- 4.4 Until the Company receives full payment in respect of any overdue charges for the Services from a Client or if the Client fails to meet any of the agreed payment instalments it may cease to provide the Services until all such outstanding sums due to it are paid.
- 4.5 The remedies available to the Company under these Terms are additional to its general rights and remedies in statute and law.
- 4.6 Where the Company is required to charge VAT, its charges, unless otherwise specified, shall be exclusive of VAT, which shall be charged in addition to the Fees.
- 4.7 In the event that the Client fails to provide such matters as agreed in the Contract the Company shall be entitled to an extension of the Contract period for any consequent delay and to pay for any additional costs the Company may reasonably occur.

6. COMPANY RESPONSIBILITIES

The Company hereby covenants that it shall use all reasonable endeavours to:-

- 6.1 . The Company shall execute and complete the work in conformity with the specification and the delivery dates agreed. Effective delivery shall be delivery to the Client or, by instruction, to a Third Party. Where the Company is unable to deliver due to circumstances beyond their control, the company is entitled to treat the Contract as being fulfilled and invoice the client accordingly. Any request by the Company for an extension of time shall be made in writing to the Client within seven days of the Company being aware of such need arising.

- 6.2 The Company shall hold or effect policies of insurance to cover Public Liability, Employers Liability and Professional Indemnity up to the amounts then appropriate for the industry. The surveyor shall not be responsible for the insurance of work installed in or on property under the control of the client.

7. RESPONSIBILITIES OF CLIENT

- 7.1 The Client hereby covenants that it shall:-
 - 7.1.1 complete and submit to the Company the Sales Order Form and provide to the Company all the information required in order that the Company may supply the Services in accordance with Client specifications. The Sales Order Form will need to be completed in full and signed by the Client and sent to the Company together with the signed and approved Quotation.

 - 7.1.2 pay the fees as required by these Terms in relation to the use of the Services;

 - 7.1.3 be responsible for obtaining any necessary permissions where the Company is required to have access on or to private property. The Client will also furnish the Company with a list of occupiers and any letters of identification that may be needed. The Company will use its reasonable endeavours to assist with liaison with any third party necessary in order to gain access to private property where requested to do so.

 - 7.1.4 ensure that access to the Site is available at the pre-arranged appointment time

for the site visit.

7.1.5 immediately inform the Company as soon as it becomes aware of any errors or omissions in or alterations which should be made to the information provided to the Company.

7.1.6 provide all relevant information regarding the nature and scope of the work and any usual conditions which may apply.

8. TERMINATION OF THE CONTRACT

8.1 The Company may terminate these Terms immediately in respect of a Client if:-

8.1.1 the Client does not pay any sums due to the Company under these Terms on the due date;

8.1.2 the Client is unable to pay its debts as they fall due or becomes the subject of any formal insolvency procedure (for example, receivership, liquidation, administration, voluntary arrangements or bankruptcy); or

8.1.3 the Client is in breach of any of its material obligations under these Terms, including, without limitation, any of the covenants set out in Clause 7.

8.2 Any damages resulting from a breach of these Terms which occurs before the expiry of any contract formed pursuant to these Terms will not be affected by termination of such contract.

10. LIMITS ON COMPANY'S LIABILITY

10.1 The Company shall not be liable for any inaccuracy in the Deliverables beyond the specified scale or accuracy, or within the specified tolerance being the agreed margin for error or for any matters arising from their use for purposes other than that stated in the Quotation. No liability shall attach to the Company, in any circumstances, in respect of any consequential loss or damages suffered by the Client.

- 10.2 Information or data, including all data provided by verbal instruction, issued to the Company by the Client is assumed to have been verified before issue. The Company will not carry out any checks on the data unless specifically required to do so by the Contract. Any delays or rectification caused by the erroneous data will be charged for at appropriate daily rates.
- 10.3 The Company shall not be liable for any inaccuracies in third party material utilised by the Company in good faith in the preparation of the Deliverables or the provision of the Services.
- 10.4 The Company's liability shall also be strictly limited in respect of all matters set out at Schedule 1.
- 10.5 The Company shall not be liable for any failure to locate any underground material on account of any factor outside of its own control including but not limited to excessive depth of its position, poor ground conditions, immovable objects in the way or the incompatibility of the type of material making up the Services with the equipment used.

11. COPYRIGHT

- 11.1 The copyright in the Deliverables and in all preparatory or ancillary design work and material created by the Company in the creation of the Deliverables or the provision of the Services shall remain vested in the Company who will grant a non-exclusive licence for use by the Client for any purpose related to the Contract once payment has been received in full. Such licence may not be transferred by the Client to a Third Party without the prior written agreement of the Company. The Client shall not remove any markings identifying the Company as the owner of the Copyright.
- 11.2 The non-exclusive licence granted by the Company to the Client pursuant to Term 11.1 may be automatically revoked by the Company by service of written notice on the Client, if the Client is in breach of any of these Terms.

12. INTELLECTUAL PROPERTY

- 12.1 For the avoidance of doubt and without prejudice to the provisions of Term 11 all

intellectual property created or developed now or in the past by the Company or any employee, agent or sub-contractor of the Company in the course of supplying the Services shall remain vested in the Company.

12.2 All other intellectual property owned or developed by the Company non-exclusively for the Client and used in the course of supplying the Services shall belong to the Company at all times and may be used by the Company in the provision of Services to other Clients.

13. GENERAL

13.1 If the Company and the Client fail or delay in enforcing or exercising any provision of these Terms, this does not constitute a waiver of it and does not affect its right to enforce or exercise it later.

13.2 The Contract created pursuant to these Terms is personal to the Company and the Client, and the Client may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms without the Company's prior written consent.

13.3 Subject always to Clause 2.2 no variation to these Terms shall be effective unless it is made in writing and signed for and on behalf of both the Client and the Company.

13. INDEMNITY

13.1 Without prejudice to Term 2.5 the Client agrees to indemnify, defend (at the Company's request), and hold the Company, its parent, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable legal expenses, made or brought by any third party due to or arising out of the Client's fraudulent behaviour, wilful misconduct or negligent use of the Services or any part thereof, or the violation of the Terms or any provision therein by the Client, or the infringement or misappropriation by the Client of any Deliverables and/or use of the Services or the violation of any intellectual property rights of any person or entity, or the use or misuse by the Client or third parties of the Company's Services.

14. NOTICES

Any notice or communication under these Terms required to be served on or given to either the Client or the Company should be either delivered by hand, sent by first class post to the other party at its operating address(es) or to another address previously notified to the sending party, faxed to any fax number previously notified to the sending party, or sent by e-mail to such domain or e-mail address as it has previously notified to the sending party and should be deemed to have been given when actually received or, if sent by first class post, two full days after posting or, if sent by fax, upon receipt of the relevant fax confirmation sheet or, if sent by e-mail, upon receipt of a reply, acknowledgement or read receipt.

15. FORCE MAJEURE

15.1 Save for those relating to payment, the obligations of the Company under these Terms shall be suspended during the period and to the extent that the Company is prevented or hindered from complying therewith by a Force Majeure Event. In these Terms "**Force Majeure Event**" shall mean any event beyond its reasonable control which may include but shall not be limited to: (1) acts of terrorism, insurrection, riots, civil unrest and military action; (2) the exercise of emergency powers by any local, regional or national governmental authority; (3) fire, flood, earthquake, storm, volcanic eruption and other natural disasters; (4) industrial action, strikes and lock-outs; (5) blockage or embargo; and (6) the failure or delay of supplies of power, fuel, transport, equipment, telecommunications systems, internet or other goods and/or services (including any third party materials).

15.2 In the event of the Company being hindered or prevented from fulfilling its obligations under these Terms due to a Force Majeure Event, the Company shall give notice of suspension as soon as reasonably possible to the Client, stating the date and extent of such suspension and the cause thereof. The Company shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the Client.

16. NO PARTNERSHIP OR AGENCY

Nothing in these Terms are intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

17. ENTIRE AGREEMENT

These Terms and any document referred to in these Terms constitutes the entire understanding between the parties with respect to the subject matter of these Terms and supersedes all prior agreements, contracts, negotiations and discussions between the parties relating to it.

18. WAIVER

The failure of a party to exercise or enforce any right under these Terms shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

19. SEVERANCE

19.1 If any provision of these Terms (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20. VARIATION

No variation, waiver or agreed termination of this agreement or of any document referred to in it shall be effective unless it is in writing and agreed between the parties in the same manner as these Terms.

21. CONFIDENTIALITY

- 21.1 The Client and the Company undertake that they shall not [at any time or at any time during this agreement, and for a period of 3 years after termination of this agreement], copy, use or disclose to any person any Confidential Information, except as permitted by these Terms.
- 21.2 The Client and the Company may disclose Confidential Information:-
- 21.2.1 to the employees, officers, representatives or advisers of the Company who need to know such information for the purposes of carrying out its obligations under this agreement. The Company and the Client shall ensure that the employees, officers, representatives or advisers of the Company to whom the Confidential Information is disclosed comply with this Clause; and
- 21.2.2 as may be required by law, court order or any governmental or regulatory authority.
- 21.3 No party shall use the Confidential Information for any purpose other than to perform its obligations under this agreement.

22. GOVERNING LAW AND JURISDICTION

- 22.1 These Terms are governed by, and shall be construed in accordance with the laws of Ireland.
- 22.2 Each party irrevocably agrees that the Courts of Ireland shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any dispute, which may arise out of or in connection with these Terms and, for such purposes, each party irrevocably submits to the jurisdiction of the Courts of Ireland.

SCHEDULE 1

GPR DISCLAIMER

The survey aims to map all existing utilities and sub surface structures and provide information with respect to pipe size, material type and drainage connectivity. However GPR surveying is limited by the following guidelines and it may not be possible to accurately survey, define and locate all services and sub surface features.

- Locational accuracy is determined by referring to the manufacturers guidelines for the detectors used.
- Existing record information showing underground services is often incomplete and unknown accuracy; therefore it should be regarded only as an indication.
- In ideal conditions these spatial accuracies for the underground utilities are +/- 5% for the RD4000 and +/- 10% of depth for the GPR to 2.5m deep. However, variations within the subsurface may alter this estimated accuracy.
- Although all reasonable steps have been taken to locate all features, there is no guarantee that all will be shown on the drawing as some above ground features may have obstructed the survey.
- GPR surveying operates best within high resistivity material. Clay overburden can impair GPR surveying.
- Due to the attenuation of the radar signal with depth, resolution is restricted, hence making identification of anomalies difficult with increasing depth.
- The depth penetration and quality of the data depends on the ground conditions on the site. Poor data may be a result of areas with high conductivity. Also, high reflective materials close to the surface i.e. rebar may hide deeper anomalies.
- It is not always possible to trace the entire length of each underground service.
- It is always our intention to use the Utility providers' details, if supplied prior to survey commencement as a guide for location purposes. However, should we not be able to locate those guided services we shall not be held responsible for the accuracy, or otherwise, of the location of that service, as issued by the utility provider and therefore shown "Taken from Records" on the drawing and we are not liable for any loss that may arise due to the lack of accuracy in the guided information.
- Unless otherwise stated, all services and sub surface structures shown on Murphy Surveys Limited plan drawings have been surveyed using approved detectors and the connections between manholes, if not traced, are assumed to run straight.
- Plan accuracies of the order of + or – 150mm may be achieved but this figure will depend on the depth of the service below ground level. Where similar services run on close proximity, separation may be impossible. Successful tracing of non metallic pipes may be limited.
- Please note that not all buried pipes, cables and ducts can be detected and mapped in consideration of their depth, location, material type, geology and proximity to other utilities.

Even an appropriate and professionally executed survey may not be able to achieve a 100% detection rate.

- Services which have been untraceable are shown from Records where possible.
- DP represents distance from the surface level to the top of the service/ radar.

No allowance has been made within our quotation, unless otherwise stated, for the location and mapping of undeclared services. Failure to detect or fully map any declared service will be recorded within the notes accompanying our final drawings.

Where technically possible, depth indications will be given. These should be used for guidance only and wherever critical accuracy is required these should be confirmed by the Client by undertaking trial excavations or similar. Bends, lateral service connections, or the close proximity of other services and local magnetic, atmospheric or ground conditions, could in certain situations influence the accuracy of the plan and depth indication facility. Depths will not be provided unless we are reasonably confident of their validity.

Where Murphy Surveys Limited issues a CAD drawn utility service plan, this should be read in conjunction with all available public utility records etc. As part of our exhaustive Quality Control procedures, Murphy Surveys Limited Endeavour to add relevant Public Utility record information onto the final issue drawing. An allowance should be made for the width of services, particularly where these are laid in bands or are of significant size etc. For clarification or appropriate easement bands, we would recommend that direct contact is made with the Asset Owner or Statutory Undertaker.

We exclude the following, except where otherwise specified and possible to do so;

-All private service connections, (including water or gas fittings where no through flow of applied signal is possible.

Pot ended or disconnected cables or terminated short lengths of pipe.

Internal building services

Fibre optic cables (except where laid with a standard communications cable or built in tracer wire or similar conductor system) or can be clearly located using ground penetrating radar.

Small diameter cables less than 17mm diameter, or pipes less than 38mm diameter.

Above ground services unless specifically requested.

Lifting manhole covers which require longer than 10 minute effort using standard heavy duty lifting apparatus.

Services positioned directly below other pipes or cables etc (i.e. masking signal) – intrusive verification options available on request.

Deep non metallic pipes, ducts or culverts (unless probing or Pipe Track 3d is specified as part of the fully invasive survey option).

Passing through defective pipework (displaced joints etc) or acute bends between access points.

Please note that our Quotation does not allow for location of individual service feeds to properties unless reasonable to do so, as access would be required into each property to apply direct connections to inlet points and this would significantly increase the scope of work, survey cost and also cause possible disruption to occupants.

All work carried out by Murphy Surveys Limited (MSL) conforms to the guidelines set out by The Survey Association (TSA).

Boundary Disclaimer

The information supplied on any map provided by the Company is compiled from various public sources, including recorded documents, survey information and historical cartography sources from the Property Registration Authority of Ireland and the Ordnance Survey of Ireland. The actual size, shape, acreage, boundaries, zoning, legal basis and title to properties may differ significantly from the information shown on 3rd party mapping.

The Company makes no representations, express or implied, as to the accuracy of the information, maps, or data contained herein from 3rd party sources. This data is for informational purposes and has not been prepared for, engineering or surveying purposes. This data is provided with the understanding that it is not guaranteed to be correct or complete and conclusions drawn from such information are the responsibility of the user. The survey detail is only correct as at time of survey. Although every effort has been made to ensure the accuracy of information, errors and conditions originating from physical sources used to develop the database may be reflected on this Map. Locational Accuracy is determined by referring to the manufacturer's guidelines for the equipment used. Although all reasonable steps have been taken to locate all features, there is no guarantee that all will be shown on the drawing as some features may have obstructed the survey.

The company's main role is concerned with the partial aspects of boundary issues, the physical features on site and how these have been represented in various documentations. The Company has not made any judgments or definitive statements concerning title or adverse possession claims irrespective of whether they are in favor or not of the client. Please note the "general boundary rule" (Restated in the registration of Deeds and Title Act 2006) - The title to registered property is 'qualified' in the state guarantee does not extend to boundaries. The registry map identifies properties not boundaries and provided that the description of the land on the registry map shall not be conclusive as to the boundaries or extent of the land.

The Company shall not be liable for any errors, omissions, or damages that result from inappropriate use of this document. No level of accuracy is claimed for the 3rd party lines shown hereon and this map should not be used to obtain coordinate values, bearings or distances. The Client must promptly notify the Company of any errors in mapping of which it becomes aware. If misleading, inaccurate or otherwise inappropriate information is brought to the Company's attention, it shall use its reasonable endeavours to fix or remove it.

SURVEY DISCLAIMER

The user or recipient of this survey data understands and acknowledges this data may be inaccurate or contain errors or omissions and the user or recipient assumes full responsibility for any risks or damages resulting from, arising from, or in connection with any use of or reliance upon data displayed herein. Although significant care has been exercised to produce surveys that satisfy survey accuracy standards, these surveys are only as accurate as the source data from which they were compiled. Although all reasonable steps have been taken to locate all features visible at the time of the survey, there is no guarantee that all will be shown on the drawing, as some above ground features may have obstructed the survey. Wherever possible, areas unable to be surveyed will be labelled as "UTS".

The Company shall not be liable for any inaccuracy of the data provided beyond the specified scale or accuracy, or for any matters resulting from their use for purposes other than that stated in the Contract. No liability shall attach to the Surveyor in respect of any consequential loss or damages suffered by the Client.

The Client must promptly notify the Company of any errors in mapping of which it becomes aware. If misleading, inaccurate or otherwise inappropriate information is brought to the Company's attention or the Company itself identifies any such imprecision or error in a survey, it shall use its reasonable endeavours to fix or remove it and if necessary in certain instances, the Company being on notice of any such misleading, inaccurate or otherwise inappropriate information, it will re-conduct the survey and reproduce the data to within the specified scale or accuracy.