



CONDITIONS OF ENGAGEMENT FOR BUILDING SURVEYING SERVICES

1. The Surveyor's Obligations

- 1.01 The surveyor shall perform the services with reasonable skill, care and diligence, but;
- No liability shall attach to the surveyor in respect of the services except such liability as ought to be covered by the Professional Indemnity Insurance which we undertake to have and keep in effect in the sum of £2,500,000 with Public Liability Insurance (for any one claim) in the sum of £10,000,000.
 - Such liability shall be limited to the sum specified above.

2. Payment For The Surveyor's Services

- 2.01 The surveyor shall be entitled to submit a fee invoice:
- Monthly, or at the conclusion of agreed service stages, whichever is the more frequent;
 - At suspension or termination of the services;
 - When work proves to be abortive, in respect of that work;
 - At conclusion of the services.
- 2.02 Payments invoiced shall be calculated by reference to:
- Agreed hourly or unit rates;
 - Agreed service stage payments or lump sums; or
 - A fair proportion of agreed service stage payments or lump sums.
- 2.03 All fees and charges under the instruction are exclusive of Value Added Tax (VAT) which, if due shall be paid concurrently in addition.
- 2.04 The "final date for payment" shall be 14 (fourteen) days after the date of the account, and payment shall be made no later than the final date for payment.
- 2.05 The client must, not later than 5 (five) days after the due date for payment, give to the surveyor written notice if he intends to withhold any monies stating the amount which the client proposes to withhold and the basis on which that amount is calculated. Where no such notice is given, the amount to be paid is that stated in the invoice.
- 2.06 Any amounts due to the surveyor under this instruction which remain unpaid by the client after the final date for payment, shall bear interest at the Bank of England base rate +8% calculated daily from the date of final payment.
- 2.07 The client will pay to the surveyor the sum of £15.00 per letter sent to the client reminding them of any outstanding fee beyond the "final date for payment".
- 2.08 In the event that the client is in default over payment of amounts at the final date for payment and no notice of intention to withhold payment for such amount has been given, the surveyor may suspend performance of any or all of the services. This right is subject to the surveyor first giving the client not less than 7 (seven) days' written notice of such intention and stating the grounds for suspension. The right to suspend performance shall cease when the client makes payment of the amount due. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services. Such suspension shall not be treated as a suspension under clause 5 below.
- 2.09 The specified fees do not include, and the surveyor shall be entitled to reimbursement of expenditure comprising:
- Fees, other charges and disbursements of any main or other contractor, supplier, clerk of works, other surveyor, professional or consultant engaged with the prior written consent of the client whether directly or as agent for the client, and whether or not working under the direction or supervision of the surveyor;
 - The reasonable cost of producing or reproducing documents, drawings, maps, photographic and other records and presentation materials;
 - Reasonable travel and hotel expenses (including mileage for car travel);
 - Unit charges (but not standing charges) for communications by telephone, telex, facsimile transmission, post, messenger, etc;

- Fees and advertising costs in connection with applications for local government consents such as planning permission and building regulation consent;
- Any other fees or expenses, which the client has authorised the surveyor in writing to incur.
- Archive references / retrieval.
- List of expenses that may be incurred and the rates at which they would be recharged for the proposed work:

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| Mileage | 85p/mile |
| A4 b/w printing /copying | 15p/copy |
| A3 b/w printing / copying | 30p/copy |
| A2 b/w printing / copying | £1.00/copy |
| A1 b/w printing / copying | £1.50/copy |
| A0 b/w printing / copying | £2.00/copy |
| A4 colour printing / copying | 50p/copy |
| A3 colour printing / copying | £1.00/copy |
| Other: | By request |
| CD of documents / photographs | £5.00 |
| Facsimile | 15p/page in UK |
| Document binding | £15.00 |
| Domestic OS maps | £35.00 |
| Larger OS Maps | Plus 20% of cost |
| Land Registry Search | £10.00 |
| Envirosearch | £125.00 (min.) |
| Statutory application fees | Cost plus 10% |
| Archive retrieval | £50.00 |
| JCT Contracts | £37.50 |
| Couriers | Cost plus 10% |
| Special Post Delivery | Cost plus 10% |
| Other subsistence | Cost plus 10% |
| Hourly rates for additional work (unless specifically quoted separately in the fee proposal) | |
| Court Attendance | £250.00/hour |
| Senior Expert | £175.00/ hour |
| Director | £150.00/hour |
| Associate | £120.00/hour |
| Party Wall Surveyor | £120.00/hour |
| Senior Chartered Building Surveyor | £105.00/hour |
| Chartered Building Surveyor | £95.00/hour |
| Professional Staff | £75.00/hour |
| Technical Assistance | £55.00/hour |
| Administrative Staff | £45.00/hour |

- 2.10 On written demand by the client, the surveyor shall provide as appropriate:
- Time sheets where the fee is based on time charges;
 - Original receipts or other appropriate evidence of expenses or disbursement.
- 2.11 All fees are exclusive of VAT.
- 2.12 The surveyor shall notify the client in writing as soon as it becomes reasonably apparent that any work additional to the instruction will be required.
- 2.13 Where the surveyor is involved in additional work because of;
- Changes in the scope of works; and/or
 - Changes in the programme of the works; and/or
 - Changes instructed to the services; and/or
 - The commencement of adjudication, arbitration or litigation,
- The client shall pay to the surveyor additional fees calculated (unless otherwise agreed) on the time charge basis set out in 2.09 above.

3. Professional Indemnity Insurance (PII)

- 3.01 The surveyor is required to comply with the regulations of The Royal Institution of Chartered Surveyors in respect of the maintenance of Professional Indemnity Insurance. He or she shall use reasonable endeavours to take out and maintain such Professional Indemnity Insurance above RICS limits, provided that it is available at commercially reasonable rates, as defined by reference to an amount and for a period 1.01 above. Such insurance shall be with an insurer who is listed for this purpose by the RICS.



4. Communications Between The Client & The Surveyor

- 4.01 If the client's representative has ceased for any reason to act as such, the client shall promptly inform the surveyor in writing of the identity of the new representative.
- 4.02 All the client's instructions to the surveyor with regard to the services (including those to vary, add to or suspend the services) shall be given to the surveyor in writing, or, if given orally, confirmed in writing within 7 (seven) days.
- 4.03 The client shall promptly convey to the surveyor any decision or information held by the client necessary for the proper performance of the services.
- 4.04 Any formal notice shall be deemed to have been duly given if mailed by recorded delivery to the representative at the address specified in the fee proposal / instruction.

5. Suspension & Termination

- 5.01 The client may suspend performance by the surveyor of all or any of the services by giving 7 (seven) days' notice to the surveyor. If the services have been suspended for a period of more than 12 (twelve) months, either party may terminate the instruction by giving written notice to that effect.
- 5.02 The client may terminate the appointment of the surveyor under this instruction by giving 7 (seven) days' written notice to the surveyor.
- 5.03 If the client materially breaches their obligations under this instruction, the surveyor may serve on the client a notice specifying the breach and requiring its remedy within 28 (twenty-eight) days, and if the client thereafter fails to remedy that breach within that period, the surveyor may terminate this instruction given written notice to the client.
- 5.04 If either party:
 - Commits an act of bankruptcy or has a receiving or administrative order made against it; and/or
 - Goes into liquidation; and/or
 - Becomes insolvent; and/or
 - Makes any arrangements with its creditors;The other may suspend performance of the services or may terminate the appointment by giving written notice.
- 5.05 These rights are in addition to those granted to the surveyor under Clause 2 above.

6. Consequences of Suspension and Termination

- 6.01 If performance of the services has been suspended under clause 2 or clause 5 above, or the instruction has been terminated pursuant to the provisions of clause 5 above:
 - the client shall pay the surveyor any instalments of the fees due to the surveyor up to the date of suspension or termination together with a fair and reasonable proportion of the next following instalment commensurate with the services performed by the surveyor.
 - Unless the instruction has been terminated by the client because of material breach by the surveyor, the client shall pay the surveyor within 28 (twenty-eight) days of written demand the consequential costs necessarily incurred as a result of the suspension or termination.
- 6.02 Termination of the instruction shall be without prejudice to the rights and remedies of the parties.

7. Complaints

- 7.01 In the event that the client has a complaint in respect of the performance of the surveyor's services under this instruction, without prejudice to any other remedy available under the instruction, he or she shall be entitled to have access to the complaints handling procedure maintained by the surveyor, written copies of which are available on request.

8. Copyright

- 8.01 Unless otherwise agreed in writing, the surveyor shall retain copyright in and ownership of, all specifications, or other documents, drawings, maps, photographic and other records, models and representation materials prepared by the surveyor.

- 8.02 The surveyor may publish or join in publishing any description or illustration of the works.

9. Assignment

- 9.01 The client may assign or transfer all (but not part) of this instruction upon giving written notice to the surveyor to that effect.
- 9.02 The surveyor may assign or transfer all or part of this instruction but only with the prior written consent of the client which shall not be unreasonably withheld.

10. Waiver

- 10.01 No acquiescence in a breach shown by either the client or the surveyor shall prevent the other subsequently insisting upon his or her rights and remedies under this instruction.

11. Disputes

- 11.01 If a dispute arises out of this instruction, the client and the surveyor shall attempt to reach a settlement in good faith.
- 11.02 If the dispute is not thus resolved, either the client or the surveyor may give to the President or Vice-President of the Royal Institution of Chartered Surveyors 5 (five) days' notice of an appointment of an Adjudicator, wherein the "Scheme" under the Housing Grants, Construction and Regeneration Act 1996 shall apply. The referring party shall refer the dispute in writing to the adjudicator within 7 (seven) days of such notice having been given.

12. Liability

- 12.01 The liability of the surveyor shall be limited to the amount of the Professional Indemnity Insurance required by virtue of clause 3.1 above.
- 12.02 The surveyor owes no liability to any third party not named in the instruction.

13. Notice

- 13.01 Any notice to be given under this instruction shall be in writing and delivered by hand or sent by recorded delivery to the party at the address shown in the instruction or to such an address as the other party may have specified from time to time by written notice to the other.

14. Accidents

- 14.01 In the event of any accident on the site, any reasonable costs of the subsequent investigation should be borne by the client, until such time as there may be a third party determination.

15. Right to Cancel

This contract may fall within the requirements of the Cancellation of Contracts Regulations 2008. Accordingly, you may have the right to cancel this contract if you wish. This right can be exercised by sending a notice to Easton Bevens, 436 – 440 Gloucester Road, Bristol. BS7 8TX at any time within the next 7 days as follows:

I/we..... hereby give you notice that I/we wish to cancel my/our contract with you in respect of this property.

Signed.....