

COMPANY B

STANDARD TERMS AND CONDITIONS FOR BUILDING SURVEYING SERVICES

- 1.0 These terms and conditions accompany the invitation letter/email.

Prior to commencement of works, a formal written instruction from the Client accepting financial responsibility for the work is required. An email or written instruction will be accepted. Receipt of instruction shall be taken as acceptance of the terms and conditions and acceptance of specific matters, including payment of fees contained within the invitation letter.

The invitation letter is not an offer. Following acceptance of the invitation from the Client, [REDACTED] reserves the right to refuse to provide the services depending on circumstances prevailing at the time.

The Client appoints [REDACTED] to provide the services set out in the fee quotation letter and [REDACTED] accepts such appointment, subject to these conditions. The appointment takes effect on the date when [REDACTED] first commence performance of the services.

- 2.0 [REDACTED] shall exercise reasonable skill and care, as expected of an appropriately qualified professional when performing the agreed services.

- 3.0 Payment of the fee is due from the Client on receipt of a VAT invoice from [REDACTED]. Invoices are submitted on completion of the services or as otherwise agreed.

The Client shall pay all sums properly due under this appointment to [REDACTED], not later than 14 days after the date of [REDACTED] VAT invoice.

The Client shall not withhold payment of any sum due after the final date for payment unless prior notice is given in writing to [REDACTED] of an intention to withhold payment. Such notice must be given not less than 7 days before the final date for payment and the amount the Client proposes to withhold is to be specified, together with the grounds for making the withholding. If there is more than one ground, the notice must specify each ground and the amount attributable to it.

If the Client fails to pay any sum due by the final date for payment, the Client shall pay [REDACTED] simple interest on the unpaid amount for the period from the final date for payment until the date of actual payment, calculated on a daily basis at the rate of 8% above the base rate set from time to time by the Bank of England's Monetary Policy Committee (or any successor to it).

Where such failure continues for 7 days after [REDACTED] has given the Client notice in writing of the intention to suspend performance of the services and the ground or grounds on which it intends to suspend performance, [REDACTED] may suspend such performance until such amount is paid.

- 4.0 RICS recommends the use of liability caps to RICS – Regulated Firms as a way in which to manage the risk in professional work. Our aggregate liability arising out of, or in connection with, these services, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed the value of the agreed fee x 100. Further, our liability is excluded for any claims with a damages value of less than £5,000.00.

Proportionate liability – if you suffer a loss as a result of our breach of contract or negligence, our liability shall be limited to a just and equitable proportion of your loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of a shortfall in



recovery from any other party, whether that shortfall arises from an agreement between you and them, your difficulty in enforcement, or any other cause.

Personal liability clause – none of our employees, partners, or consultants individually has a contract with you or owes you a duty of care or personal responsibility. You agree that you will not bring any claim against any such individuals personally in connection with our services.

5.0 ■■■ maintains Professional Indemnity insurance subject to such insurance being available in the insurance market at reasonable terms and rates.

6.0 Copyright of all drawings, plans, specifications, bills of quantities, schedules, reports, records, calculations and all other documents, including computer software and revisions of the same (“documents”) prepared by ■■■ for the purposes of the project remains the property of ■■■ grants to the Client a royalty free, irrevocable, non-exclusive license to use and reproduce the documents and any designs contained therein for any purpose relating to the project subject to full payment having been made.

■■■ is not liable for any use of the documents to any purpose other than that for which they were originally prepared.

7.0 The Client may, at any time, give notice in writing to ■■■ requiring them to suspend all or part of the services, by giving 14 days notice.

■■■ resumes performance of the services which have been suspended as soon as reasonably practicable after written notice to do so is received from the Client.

If the suspension continues for more than 3 months, either party may give notice in writing to the other, terminating the appointment.

8.0 Upon any suspension or termination, the Client pays ■■■ part of the fee and any other sums which have accrued due up to the date of suspension or termination and all reasonable costs, disbursements and expenses properly and necessarily incurred, including any costs incurred in suspending and/or resuming performance of the services as a direct result of such suspension or termination.

9.0 Fees provided in any fee proposal are valid for 3 months from the date of issue. Following that, a revision to the fee proposal may be required by ■■■ reserve the right to review the fee structure annually.

10.0 Invoices are issued at the beginning of each calendar month or when all services have been completed.

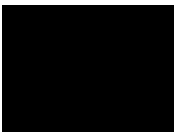
11.0 Invoices may be paid by BACS/Faster Payments with account details being provided on the invoice.

Cheque payments will be accepted, and cheques are to be made to ■■■
■■■

12.0 Services attributable to hourly rate will be charged at £100.00 plus VAT per hour.

Services attributable to a day rate will be charged at £675.00 per day plus VAT.

13.0 Where disbursements are charged (where specifically mentioned in the fee proposal), mileage will be charged at 55p per mile. Accommodation and subsistence will be charged at cost. Data purchase will be charged at cost.



- 14.0** All rates and expenses are exclusive of VAT which will be charged at the prevailing rate.
- 15.0** That the invitation letter/email and the terms and conditions are private and confidential and must not be passed to any third party without prior consent from [REDACTED]
- 16.0** [REDACTED] has a Data Protection Policy in accordance with our GDPR Policy. This is available upon request, please email [REDACTED]
- 17.0** [REDACTED] operate a complaint handling procedure. Any complaint regarding its services must be made to [REDACTED] consideration in the first instance.