

STERLING SURVEYORS LTD

GENERAL TERMS & CONDITIONS OF APPOINTMENT

This note is to be read in conjunction with the Confirmation of Instructions

CONDITIONS OF ENGAGEMENT

The General Terms shall be as the latest *RICS Condition of Engagement*.

The terms of the appointment are to be governed by, construed and enforced in accordance with the law of England and Wales.

COMPLAINTS HANDLING PROCEDURE

In accordance with the RICS Regulations this Practice operates a formal complaints handling procedure that complies with the minimum standard of the RICS Regulations.

PROFESSIONAL CHARGES

Hourly Charges: For work invoiced on an hourly basis (or outside the quoted service) the time charge fee is £165.00 for qualified surveyors and £105.00 for assistant surveyors (depending on experience). Administrators are £45.00 per hour.

Hourly charges are reviewed annually in October and one months notice of any increase will be given

Interim Invoices: Unless alternative arrangements are stated in the Confirmation of Instructions, invoices will be issued at intervals of one month in arrears or as varied in letter of appointment.

Payment: For appointments outside the provisions of the HGCR Act 1996 as amended, invoices are due for settlement within 7 days of the invoice date and will thereafter be subject to interest at 6% over the base rate from time to time of Santander Bank PLC.

Expenses: Unless otherwise stated in our Confirmation of Instructions we normally charge for the following incidental expenses at cost:

- a) Printing and reproduction of large documents plus colour copying. Binding of tender and contract documentation.
- b) Special postage, couriers or delivery charges including the dispatch of tender documents.
- c) Standard travel fee is £95.00 for the time expended. This excludes public transport fares
- d) Sub consultants are normally charged at cost plus 20% administrative charge.

If car mileage is charged for additional services, this shall be at rate of 45p / mile.

Value Added Tax: expenses and disbursements referred to in this note may include the VAT element where it is incurred, however we are not VAT registered and so generally *no VAT will be added to fees*.

Suspension or Termination of Appointment: If for any reason our appointment is suspended or terminated, all fees, expenses or disbursements due up to that time shall become payable within 7 days. All costs shall be based on the original quotation in the first instance, or if not on our hourly charge scale.

SERVICE

We consent to **electronic service** of documents via the sterling.surveyors@ntlworld.com email address box.

Aborted or Additional Work: Additional fees will be charged on an hourly basis. This is for work arising from variations or additions to the original brief and aborted work arising from a change in the Client's requirements.

For design work this will be after the Client's approval has been given to the documentation or information supplied.

INSURANCE

Professional indemnity insurance is maintained by the firm. However, our liability shall be strictly limited to ten times the fee charged.

Public Liability cover shall be maintained at a minimum level of £1,000,000.

LIMITATIONS & QUALIFICATIONS

Contracts (Rights of Third Parties) Act 1999

Notwithstanding any other provision of this Agreement nothing in the Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

The offer will normally be sent via email. These terms which are available on our website are deemed to be accepted as part of the quotation.

Surveys and Reports are qualified by the following specific paragraphs:-

"This report shall be for the private and confidential use of the client to whom it is addressed and should not be reproduced in whole or in part, or relied upon by third parties for any use, without the express written authority of this Practice".

"The survey and report does not include an investigation for, or assessment of, the consequences, likelihood or otherwise of pollution or contamination of the property however caused. Independent specialist advice must be obtained".

"The suitability of the property for any use other than described in the confirmation of instructions is outside the scope of the survey and report".