




Crossley Hill

Chartered Surveyors

Client Name	*CLIENT* ("The Client")
Client Address	Address
Client Contact	Contact Name, Number and Email Address
Project Title	*ADDRESS* ("The Property") We understand the property comprises: 
Scope of Service	
Fees	Our fees to provide the services will be £_____plus VAT. Should additional services be required, we will provide a separate fee proposal for these services, or (subject to your confirmation) proceed in-line with the hourly rates set out below.
Specialists sub-consultants	We have not allowed for a specialist mechanical, electrical and public health (MEP) engineer. MEP installations will be inspected by Crossley Hill and commented on from a building surveyor's perspective only. OR Mechanical, Electrical and Public Health (MEP) installations will be inspected and reported on by FHP ESS Limited, a specialist MEP engineer. The terms of their engagement are set out in Appendix A to this document. We have not allowed for appointment of an Environmental Consultant to undertake a Phase 1 Environmental Assessment of the property.
Expenses	Reasonable expenses will be charged in addition to the fee above, as follows: <ul style="list-style-type: none">• Mileage - 0.45 per mile (ex VAT)• Other transport - at operator cost plus 10% administration charge• Postage - at royal mail or courier cost plus 10% administration charge• Specialist plant - at hire cost plus 10% administration charge We anticipate that expenses for this project will not exceed £_____.
Aborted Fees	Should our appointment be aborted, abortive fees will be chargeable upon the Client's termination of services. This will include reasonable accountable time

	for the works undertaken up to the point of termination, based on the hourly rates set out below.
Hourly Rates	<p>The following hourly rates will apply for additional work / aborted fees:</p> <ul style="list-style-type: none"> • Director – £55 per hour. • Surveyor - £40 per hour. • Assistant Surveyor - £30 per hour. 
Specific Limitations	<p>We will exercise reasonable skill, care and diligence in the performance of our services as listed above which will cover the inspection and report on the fabric and condition of the property. The subject property will be inspected from accessible areas such as the amenity space surrounding the buildings and any public roads. Unless by previous arrangement and agreement no access will be sought or gained into adjoining owners premise or land. We have not allowed for any specialist plant or equipment to gain high level access to areas above ground level however this can be arranged for an additional fee if required. Elements such as roofs and other high level installations will be assessed from ground level or by use of a surveyors ladder.</p> <p>We will open readily accessible and visible trap doors and hatches where this is safe to do so. We will not inspect, nor report upon, any areas which are covered or unexposed, irrespective of the method of fixing of the covering that may exist. We will also not attempt to lift or remove any floor covering or pieces of heavy furniture or equipment. If opening up or exposure works are required we will make recommendations for this within our report.</p> <p>Additionally, we have allowed to carry out any intrusive examinations or destructive testing of any kind. Again, if we deem this to be necessary, we will make recommendations for further exposure and/or testing. No concrete screening tests will be undertaken, but these may be recommended in the report if required. We will not carry out any asbestos surveys. Any building constructed prior to 2000 may have some asbestos content which should be borne in mind for its management, future alteration or repair works.</p> <p>No local searches will be carried out for the property including items such as flood risk, ground conditions, mining, etc. and we would recommend that full searches take place to highlight any risk items. We also will not carry out any tests associated with contaminated land.</p> <p>Due to the limitations highlighted, there will always remain a risk that further defects may become apparent following further exposure or testing.</p>

Reliance	<p>The report will be prepared solely for the benefit of the named client and may not be used, relied upon or reproduced for any purpose by any other person without the written permission of Crossley Hill Ltd. We will accept no liability to any other party who may seek to rely upon the whole, or any part, of the report.</p> <p>Reliance on this report may be provided to third parties subject to a separate appointment document and fee.</p>
RICS	<p>Crossley Hill Chartered Surveyors is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct for Firms and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As an RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. The firm's nominated RICS Responsible Principal is Daryl Hill MRICS, Director of Crossley Hill who can be contacted on daryl@chsurveyors.com.</p>

Standard Terms and Conditions									
Client Obligations	<p>The client will provide all such relevant documentation pertinent to this Project, at such reasonable times as may be necessary, for the consultant to fulfill their role under this instruction.</p> <p>The client shall notify the consultant, as soon as practicable, of their intention to amend or adapt the instruction.</p>								
Assignment and Subcontracting	<p>The consultant may not subcontract all or any part of this instruction without the prior written authority of the Client.</p> <p>Neither the Client nor the Consultant will assign whole or part of this instruction without the prior written authority of the other contracted party.</p>								
Payment	<p>The client shall pay the Consultant for the performance of the service as detailed above and in accordance with the agreed installments.</p> <p>All fees quoted under this agreement are exclusive of VAT.</p> <p>All invoices submitted by the consultant will state the basis on which the fee is calculated.</p> <p>The due date for payment shall be 7 days after the date of the invoice. The final date for payment shall be 7 days after the due date for payment.</p> <p>The consultant should give written notice, within 5 days of the due date for payment, stating any amount they are going to withhold and their reasons for doing so. Should no notice be issued and/or received then the full amount will be due.</p> <p>Where an invoice is not paid or is paid late, under the Act and Regulations 2002 & 2013, the consultant will charge interest at the annual rate of 8% above base rate for each day your invoices are overdue.</p> <p>Where invoices are overdue the consultant will, under the same regulations, charge compensation against your debt in accordance with the following amounts:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Size of unpaid debt</th> <th style="text-align: left;">Compensation</th> </tr> </thead> <tbody> <tr> <td>I. £0.01 to £999.99</td> <td>£40.00</td> </tr> <tr> <td>II. £1,000 to £9,999.99</td> <td>£70.00</td> </tr> <tr> <td>III. £10,000 and over</td> <td>£100.00</td> </tr> </tbody> </table>	Size of unpaid debt	Compensation	I. £0.01 to £999.99	£40.00	II. £1,000 to £9,999.99	£70.00	III. £10,000 and over	£100.00
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	<p>In the event of the Client being in default of payment, the Consultant will give 7 days' notice of their intention to suspend services under this instruction. Such notice will give details of the grounds of suspension. The right of suspension will cease when full settlement of outstanding fees is received.</p>
<p>Additional Work and Fees</p>	<p>As soon as practicable the Consultant will give written notification to the Client which it becomes reasonable apparent that additional work over and above those contained within this agreement will be required.</p> <p>Such work will include:</p> <ul style="list-style-type: none"> a. changes to the scope of works, and/or b. changes as a consequence of an action or inaction of the Client, or other Consultants and Statutory Bodies, and/or c. changes in programme of the works which was outside the control of the Consultant, and/or <p>The Client shall pay the Consultant additional fees as agreed or in accordance with the hourly rates contained herein.</p>
<p>Professional Indemnity Insurance</p>	<p>The Consultant is required to comply with the regulations of the Royal Institution of Chartered Surveyors (RICS) in respect of the maintenance of professional indemnity insurance (PI). The consultant will use reasonable endeavours to take out and maintain such PI above the minimum RICS limits, provided that it is commercially viable and reasonable to do so. Such insurance shall be provided by an underwriter who is listed for such purposes by the RICS.</p> <p>On written request of the Client the Consultant shall provide proof of such insurance.</p> <p>Should the above insurance become unavailable at a commercially viable rate the Consultant shall, as soon as practicable, inform the Client in writing.</p>
<p>Warranties</p>	<p>Subject to prior approval of their Professional Indemnity Insurer, the Consultant shall provide JCT/NC collateral warranties as may be required by The Consultant is required to comply with the regulations of the Royal Institution of Chartered Surveyors (RICS) in respect of the the Client, provided that insurance cover is available in accordance with the above clause. Non-standard Warranties may be accepted by the Consultant following approval by their PI insurer.</p> <p>Please note additional fees may be charged by the Consultant to cover costs of their review and assessment of the Warranty Documents.</p>

<p>Suspension and Termination</p>	<p>The Client may suspend all or part of any of the services undertaken by the consultant giving a minimum of 7 days written notice, giving details and reasons for such suspension.</p> <p>Should any services be suspended for a period of greater than 12 months either party has a right to terminate the agreement in writing.</p> <p>The client may terminate the Consultant's Appointment giving a minimum of 7 days written notice, stating the termination and the reason for doing so.</p> <p>Where services have been suspended, and not subsequently terminated, the Client may, giving reasonable notice, provide written notice for the Consultant to resume such services.</p> <p>If the client materially breaches the agreement the Consultant shall give written notice that such breaches shall be remedied within 14 days. The Consultant can terminate this agreement should the client fails remedy such breach within 14 days giving written notification.</p> <p>If either party commits an act of bankruptcy or has received an administrative order or goes into liquidation or becomes insolvent or makes an arrangement with creditors the other party may suspend or terminate the appointment giving written notification.</p> <p>If performance of the service has been suspended or the Agreement has been Terminated the Client shall pay any installment of fees due up to the suspension / termination date plus a fair and reasonable proportion of any installment which has been partly completed.</p>
<p>Copyright</p>	<p>The copyright in all documents prepared by the Consultant under this agreement shall remain the property of the Consultant. Subject to payment of fees due by the Client the Consultant shall give the Client irrevocable royalty free license to copy and use the document for any purpose related to their scope of service and project.</p> <p>The Consultant shall not be liable for any use of the documentation for any purpose other than that for which they were prepared and provided for by the Consultant.</p> <p>All intellectual property rights arising in all or any or part of the work produced by the Consultant shall remain the property of the Consultant unless otherwise agreed and assigned in writing, and following the payment of any outstanding and additional fees and expenses.</p>

Complaints	The Consultant is required to comply with the regulations of the Royal Institution of Chartered Surveyors (RICS) in respect of holding an approved Complaints Handling Procedure. In the event that the Client has a complaint in relation to the performance of the Consultant under this agreement, without prejudice to the other remedies available, the client shall be entitled to access to such procedure following a written request.
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