

GREENWARD ASSOCIATES

Chartered Building Surveyors and Architectural Technologists

CONDITIONS OF ENGAGEMENT

1.0 Greenward Associates Services

1.0 Greenward Associates (the Practice) will provide the Client with a list of services to be provided by the Practice and the Client will agree the services to be provided by the Greenward Associates.

2.0 Client's Responsibilities

2.1 The Client will provide a clear explanation of the project and any relevant information the surveyor needs to carry out his services.

2.2 The Client will provide the Practice with clear information about the Client's budget and required timescales for completion of the Practice services.

2.3 The Client shall appoint any other professional specialist services whose fees shall be separate from, and additional to, those charged by the Practice. Greenward Associates accepts no responsibility or liability for the work of any professionals providing specialist services.

2.4 The Client will be available at all reasonable times throughout the project in order to give prompt consideration to the project surveyor's advice and the surveyor's queries and to provide prompt responses.

2.5 Where the Greenward Associates is acting as contract administrator under the building contract, the Client will not impede or interfere in the surveyor's communication with the building contractor nor in the giving of instructions to the building contractor nor in the provision of certificates issued by the Greenward Associates.

3. Greenward Associates Responsibilities

3.1 The Practice surveyor will prepare a realistic timetable for the implementation of the project and shall inform the Client of methods to ascertain the estimated costs of the building work.

3.2 Where the Practice considers other consultants, specialist contractors or sub contractors are required to undertake part of the design work, the Practice shall advise the Client of this requirement.

3.3 The surveyor shall use all reasonable endeavours to integrate into the design for which he is responsible the designs of the other consultants, specialist contractors or sub contractors.

3.4 The surveyor, if specifically instructed to do so by the Client, shall make such periodic inspections of the building works as he considers reasonably necessary to check the progress of the works and to see that the building contractor is generally complying with the requirements of the building contract documents.

3.5 The Practice accepts no responsibility or liability for the work of the building contractor nor for any failure of the building contractor to complete the building work in accordance with the terms of the building contract.

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- 3.6 The surveyor shall act in a fair and impartial manner between the Client and the building contractor, when administering the building contract.
- 3.7 The surveyor will act as the Client's agent to apply for any necessary statutory approvals (such as planning permission and building regulations approval) but does not guarantee that such approvals will be obtained.
- 3.8 The surveyor shall carry out his duties and obligations under the Engagement and provide the services with reasonable skill and care.

4. Fees

- 4.1 Interim fees are requested where matters are likely to extend beyond a four week period.
- 4.2 The Client shall pay the invoiced fees within 7 days of the date of the Practice invoice, unless otherwise agreed.
- 4.3 Fees are exclusive of Value Added Tax and disbursements (separate current disbursement sheet attached).
- 4.4 The Practice's fees shall not include local authority fees or charges associated with statutory approvals and other professional or specialist services.
- 4.5 Greenward Associates shall be entitled to charge interest on any fees that are unpaid after the agreed date for payment. Interest shall be charged at 5% above the Bank of England base rate from time to time.
- 4.7 If the Client changes the services to be provided by the Practice:-
 - 4.7.1 Any increase to the services will entitle the Practice to charge the Client an additional fee. Such additional fee shall be provided in writing by the practice and agreed between the practice and the Client as soon as possible.
 - 4.7.2 Any reduction to the services will entitle the Client to a reduction in the practice's fee. Such reduction shall be provided in writing by the Practice and agreed between the practice and the Client as soon as possible.

5. Copyright

- 5.1 The copyright in all designs, drawings, reports, models, specifications, bills of quantities, calculations and any other documents prepared by the Greenward Associates ("the Documents") shall remain vested in the Practice. As long as the practice has received in full payment of any and all fees on the client's project properly due and owing, the practice grants an irrevocable, non-exclusive licence to the Client to copy and use the Documents for the purposes of the project only (excluding any extension of the project). The practice shall not be liable for any use of the Documents for any purpose other than that for which they were prepared and provided by the practice.

6. Duration of Practice liability

- 6.1 The Practice shall have no liability to the Client under the agreement after the expiry of six years from the completion of the services.

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7. Termination

- 7.1 Either the Client or the Practice may terminate the agreement by giving the other fourteen days written notice of termination of the agreement. No reason needs to be given for terminating the agreement.
- 7.2 The agreement shall terminate immediately the Client (or any one of them if there is more than one) is adjudged to bankrupt or enters into a voluntary arrangement with creditors or is considered to be insolvent.
- 7.3 Upon termination of the agreement, the Client will pay Greenward Associates all outstanding fees for those services provided up to the date of termination of the agreement.

8. Disputes

- 8.1 If the Client and the Practice are themselves unable to resolve any disputes between them arising out of the agreement:
 - 8.1.1 Greenward Associates have a complaints handling procedure as required by The Royal Institution of Chartered Building Surveyors, copies of which are available on request, which must be used in any dispute or difference.
 - 8.1.2 the Client or the practice can start Court proceedings if the complaints handling procedure is unsuccessful;
 - 8.1.3 the Client or the Practice can refer the dispute to the Chartered Institute of Architectural Technologists' Dispute Resolution Scheme which is run independently by the IDRS, a subsidiary of the Chartered Institute of Arbitrators.
 - 8.1.4 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.

9. Law

- 9.1 The laws of England and Wales apply to the agreement, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

The client accepts these Conditions of Engagement, by signing the terms of engagement/instruction letter.

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