

## **SPENCER ARCHITECTURE - BUILDING SURVEYING DIVISION**

### **TERMS AND CONDITIONS OF ENGAGEMENT**

1. These terms and conditions indicate the basis on which Spencer Architecture Limited carries out Professional Services on behalf of their Clients.
2. Our Terms and Conditions are listed below and in such terms and conditions all references to 'SAL' shall be taken to mean Spencer Architecture Limited (Building Surveying Division), of 95 Kenyon Street. London SW6 6LA or their Architectural Division if appropriate.

#### **Professional Standards**

3. SAL undertake to carry out all instructions in accordance with the RICS Rules of Condit for Firms.
4. SAL require all qualified surveyors to comply with RICS Rules of Conduct for Individuals.
5. SAL require all non-qualified staff to act with respect and integrity at all times.
6. Copies of the relevant standards are available on request or from [www.rics.org](http://www.rics.org)

#### **Scope of Instruction**

7. SAL will confirm the basis and scope of instructions with Clients at an early stage, usually in writing (which may include email correspondence). Where a specific fee proposal is not provided, all requests for work or additional work will be deemed chargeable on a time basis as set out below unless the Client is notified that the item will be non-chargeable.

#### **Consumer Legislation**

8. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, a client has a 14 day cooling off period from the point of instruction. SAL will not carry out any work within this period unless the client is advised in advance when such work will be chargeable.

#### **Hours of Business**

Our hours of business are between 9:30 am and 5:30 pm Mondays to Fridays.

#### **Professional Charges**

SAL charges may be on a Fixed Fee basis, Percentage Fee basis or a Time basis. SAL will usually confirm the fee basis at the start of an appointment.

9. Where no fee basis is provided, all work carried out on behalf of a Client or following an instruction, will be chargeable on a Time Basis until further notice, at the rates set out below.

Principle Director / Architect:	£ 140.00 / hour
Building Surveyor (MRICS):	£ 130.00 / hour
Assistant / CAD Technician:	£ 50.00 / hour



**BUILDING SURVEYING DIVISION - SPENCER ARCHITECTURE LIMITED**

Regulated by  
RICS

Director: Clive Spencer BA(Hons) BArch(Hons) RIBA Associate Director: Chris Spencer BSc MRICS  
Registered in England No 2673798 VAT Registration No 563 0607 56  
Registered Address and Head Office: Redbridge House, Watery Lane, Upper Clatford, Andover, Hampshire. SP11 7PP

10. Hourly rates are divided into 6 minute units. Our Hourly rate is reviewed annually on the 1st January. SAL reserves the right to vary these rates at any time. New instructions will be carried out at the prevailing rate or as notified at the time of instruction.
11. Where a guide figure or range of anticipated cost is given, SAL will endeavour to notify the Client should the guide or range be exceeded as soon as possible. No account shall exceed 150% of the original guide figure without prior notification, except where there is a change in the original scope or additional instruction.
12. Where the Client varies the scope of instruction after agreement of a Fixed Fee or a guide fee or range is provided, SAL reserves the right to charge a further fee reflecting the change in involvement.
13. All time taken in travelling to meetings, site or for other out of office requirements is charged for at our current Quantum Meruit rates.
14. Where work is requested out of usual working hours, SAL reserve the right to make an additional charge.

#### **Disbursements**

15. Disbursements will be charged for all out of pocket expenses incurred in the execution of the instructed works and may include (although not limited to) the following: travel expenses, parking charges, congestion zone charges, postal charges, courier charge, local authority statutory application fees, Land Registry searches, photocopying, binding and printing costs, photographic costs and the like.

#### **Value Added Tax (VAT)**

16. Value Added Tax will be added to all accounts for all professional fees and disbursements at the prevailing rate.

#### **Issue of Fee Accounts**

17. In general, an account will be issued on completion of the work instructed.
18. SAL reserves the right to issue interim or periodic fee account invoices depending on the scope, duration and nature of the appointment.

#### **Payment of Fees**

19. All fees, including any disbursements and VAT become due on issue of the invoice.
20. The Client shall not be entitled to make any deductions or set-off in respect of any claim.
21. SAL reserves the right to levy a supplemental charge of 25% of the fee due after a period of 21 days from the date of an outstanding invoice, to represent the cost of recovery of any outstanding debt.
22. SAL reserve the right to withhold submitting Applications for Planning and / or Building Regulations Approvals or other applications to a relevant Authority until relevant Professional fees and disbursements are paid.
23. Where an interim or periodic account is issued, SAL reserve the option to postpone further work, action or involvement on a project where an account has been outstanding beyond 14 days from the date of issue.

#### **Additional Charges**

24. SAL shall be entitled to payment and to reimbursement of, any expenses and disbursements incurred for any additional work not previously specified, including (but not limited to) work arising out of or in connection with;
  - a) changes in the scope or the timing of the works undertaken by the Client, whether or not caused by changes of instructions of the Client, or other professional adviser;
  - b) delay, defective performance or insolvency of the Client, or other professional adviser, or any contractor or supplier;
25. All additional charges shall be made in accordance with the standard hourly rates noted above.

#### **Communications**

26. Written communication, correspondence and documentation will usually be in electronic format and transmitted by email only unless otherwise agreed in writing. Hard Copy of letters or documents may be requested for which an additional time / disbursement charge may be made.

**Suspension of Instructions**

27. SAL reserve the right to suspend or terminate any agreement or instruction where an account remains unpaid for greater than 14 days or where necessary information for the conduct of their service is not forthcoming for greater than 7 days from any written request.
28. A Client may suspend or terminate any instruction on written notification, subject to payment of any outstanding costs incurred by SAL in the performance of their instruction to that date, unless a formal complaint is made that has not been effectively addressed in accordance with the SAL complaints procedure.

**Transfer and Assignment**

29. Neither Party may assign or transfer all or part of these terms and conditions without the written consent of the other.

**Copyright**

30. Unless otherwise agreed in writing, SAL shall retain copyright in and ownership of all material or documents prepared by SAL.

**Performance of Professional Duties**

31. SAL shall perform the services with reasonable skill, care and diligence, but:-no liability shall attach to SAL in respect of SAL's Services except such liability as is covered by SAL's Professional Indemnity Insurance. All Professional Liability by SAL shall be limited to the sum insured of their Professional Indemnity Insurance, currently £2,000,000 for each and every claim.
32. No liability shall attach to SAL either in contract or in tort for loss, injury or damage sustained as a result of the act, omission or insolvency of any person other than SAL and SAL shall not be liable to indemnify the Client in respect of any claim made against the Client for any such loss injury or damage.

**Clients Money**

33. SAL do not hold money on behalf of their clients and are unable to offer the service.

**Complaints**

34. Any complaint in respect to either a member of staff or regarding professional services carried out on behalf of the Client shall be dealt with in accordance with SAL's Complaints Handling Procedure (CHP). A copy of SAL's CHP is available on request.

**Future Instructions**

35. Unless otherwise agreed, and subject to the then current fees, these terms and conditions of business shall apply to any and all additional or future instructions given by the Client to SAL.

**Acceptance of Terms and Conditions of Engagement**

36. These terms of business are deemed to be accepted by the Client by Virtue of the Client's engagement of our services whether verbally or in writing.
37. These terms of business are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales