

THE ROGER DRIVER PARTNERSHIP GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

This document forms the basis of Agreement for the Appointment of The Roger Driver Partnership, Chartered Surveyors. You should read these notes carefully.

Fee Basis

Fees generally will be charged in one of two ways – a time charged basis or a fixed fee basis.

Time charging means that our fee is determined by the time spent by those dealing with your case. This will include, for example, inspections of buildings, meetings, time spent on the telephone with you and others, travel time, preparation of and considering documents, correspondence, legal research, attending Court and anything else required to deal properly with the matter.

Where professional work can be precisely defined, we are happy to agree a fixed fee. This is always quoted exclusive of disbursements and Value Added Tax. Fixed fees may be expressed in three ways: as a simple ‘lump sum’, as a percentage of construction cost (in building projects); or as a ‘success’ fee – a percentage of the saving or settlement achieved. Occasionally, it will be appropriate to charge a combination of time charge and success fees.

Where a fixed fee has been identified and work is required that falls outside the agreed scope of services, unless agreed otherwise, the fee for that work will be calculated on a time charge basis, subject to Client confirmation.

The basis of our fee charging arrangements for individual instructions will be confirmed to you in writing. Fee accounts will be submitted periodically, dependent upon the duration of the time scale involved.

Hourly Charge Rates

The current hourly charge rates for the categories of people in this firm who might work for you are set out below. The amounts stated are exclusive of VAT and any disbursements that we may incur on your behalf.

Partner/Surveyor £150

Disbursements

Specialist testing, specialist equipment hire, travel and subsistence, photography, bulk printing, printing of drawings and couriers, etc. All are charged as disbursements at prevailing standard commercial rates.

Other Costs

When the appointment of specialist consultants is required, we will, if requested, submit to the Client details of qualified companies or individuals. Such appointments may, subject to your instructions, be made by us on your behalf in order to create a direct contractual relationship between the specialist consultant and yourself. Where we undertake responsibility for the co-ordination and integration of specialist consultant’s work subsequent to our initial instruction, our fee will be calculated on a time-spent basis.

We will expect costs of consultants working under our control, Planning Applications and Building Regulations charges to be met directly by our Clients and for those fee accounts to be met in a timely fashion so as not to cause delay or disruption to the progress of our work. In some instances, we will pay these fees and recover them from you.

Payment Terms

Our payment terms are set out on the reverse of our invoice but are also attached herewith.

PAYMENT IS DUE WITHIN 14 DAYS

When paying by BACS please quote your Surname and Invoice Number

Bank: Santander Sort Code: 09-01-50 Account No. 05173477

**Please make cheques payable to:-
The Roger Driver Partnership**

TERMS OF PAYMENT

1. Service charges on outstanding accounts

A service charge of £30.00 or 3% of the unpaid balance, whichever is the greater, will be applied every month **or part thereof** to all outstanding balances not received by the due date. The Firm reserves the right to vary the service charge and rate of interest without further notice.

Any account which remains outstanding two months beyond the due by date may be passed to Debt Collectors without further notice and such accounts would then be subject to an additional minimum surcharge of £125.00 to cover the administrative costs incurred. Such accounts will also be subject to any and all other costs incurred in obtaining settlement.

2. Retention of Title

All goods and documents will remain the property of the Firm until the invoice has been paid in full and the customer shall remain a bailee only until payment is made.

3. Complaints and Discrepancies

Any complaint by the customer and/or discrepancy relating to this invoice must be notified by the customer to the Firm *in writing* within 5 days of the date on the invoice.

4. Compensation on Debts

We reserve the right to seek financial compensation for the inconvenience of chasing outstanding fee accounts under the Late Payment of Commercial Debts (Interest) Act 1998. This is to include interest at 8% above Bank of England base rate.

Standard Limitations

Listed below are our standard limitations applicable to the services undertaken by The Roger Driver Partnership. Limitations applicable to specific services are produced separately where required. If there are any concerns arising from these limitations that you would like explained in greater detail, then please contact us immediately upon receipt.

Liability to Third Parties:

Our reports are for the use of the named Client for whom they are prepared and must not be reproduced in whole or in part and relied upon by any third party without our express written authority.

Conflicts of Interest Policy

Before taking on any new client or accepting new instructions we will check for any potential conflict of interest. If we believe that one may exist, we will discuss this with you. If we believe that our impartiality could be compromised in any way, we will decline the instruction. We aim to be open and transparent. If we believe that a potential conflict can be managed, then this will be agreed with you in writing.

Our Aims

The Roger Driver Partnership aims to provide a personal and professional service to our customers. Specifically, this means:

- Working to build a relationship of trust between the company and its clients in order to enhance “repeat” business.
- Recording their requirements accurately and providing quotations promptly.
- Working to quality standards to meet their expectations fully.
- Making best efforts to meet customers delivery requirements
- Dealing quickly with any customer concerns over service standards or product quality.

The Roger Driver Partnership has a Complaints Handling Procedure a copy of which is available upon request.

General Data Protection Regulation (GDPR)

The Roger Driver Partnership processes personal data for the purpose of carrying out its daily business as Surveyors and Valuers. This involves capturing and processing the following types of personal data: -

- Name
- Address
- Contact details (telephone/email)
- Other information provided to assist us in carrying out our duties effectively and responsibly.

The information is kept for our own purposes and will not be shared with any other party without your express consent. The information will be kept in our files and on our server. In line with RICS Regulations and Guidance we are obliged to keep this information to cover a period of liability and this we do for a period of 10 years. Our files are stored in a secure storage facility and after 10 years are destroyed.

Going Green

Here at The Roger Driver Partnership we are trying to reduce the amount of paper we use; therefore, all reports will be issued electronically unless you let us know that you wish for a paper copy. We have provided you with this option on the Engagement Document issued to you.