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TERMS & CONDITIONS Our Terms & Conditions are set out below. Any queries should be raised with a Director of the Practice.

Cooper's Building Surveyors Limited is the entity that you will be engaging.

1. FEES & EXPENSES

1.1 Unless expressly agreed to the contrary, fees will be calculated by reference to the amount of time spent.

Our charging rates are reviewed on an annual basis. Our current hourly rates are set out below.

1.2 We will charge for time spent managing and supervising the matter; time spent in correspondence; in meetings, on the telephone and research, on site and property visits and in the preparation of papers as well as any necessary travel.

We charge by reference to 15-minute units.

Our fee may also involve consideration of additional factors such as working outside normal business hours, the complexity and urgency of the matter and any loss of opportunity.

1.3 If you as 'Building Owner/s' under the Party Wall etc Act 1996 remove matters from the party wall surveyors jurisdiction / from dispute by agreement with your neighbour any such agreement must include agreement to pay any outstanding time costs of the surveyors. In the event that fees are not addressed in any agreement our time costs and those of the adjacent owners surveyors will become your responsibility.

1.4 If you as 'Adjoining Owner/s' under the Party Wall etc Act 1996 remove matters from the party wall surveyors jurisdiction / from dispute by agreement with your neighbour any such agreement must include agreement to pay any outstanding time costs of the surveyors. In the event that fees are not addressed in any agreement our time costs will become your responsibility.

1.5 Where we have provided a fixed fee quote, this covers only the scope of work in respect of which it is given and the assumptions upon which it is based. An additional charge will be made for any other work or change in circumstances at our normal hourly rates.

1.6 Unless we quote a fixed sum, any indication of a likely fee is an estimate only, and may change as matters progress, and the extent of the work becomes apparent, or if you change the scope of your instructions.

1.7 In addition to hourly rates, we will charge for expenses (disbursements) incurred by us, including the cost of telephone calls, scanning, photocopying, delivery of documents, online and physical searches and travel. If it is necessary for staff to work overtime on evenings or weekends in order to provide an effective service, we will charge you for these costs, at our discretion.

1.8 Our hourly rates, any fixed fee or estimate of our fees and expenses do not include VAT, which will be charged where applicable at the prevailing rate. Our fees and expenses are payable, even if, for whatever reason, the matter on which we are working for you is not completed.

1.9 In order to enable the VAT element of our services to be classified correctly, you may be asked to provide us with such evidence as we may request for this purpose, e.g. proof of registration for VAT. You will indemnify us for any interest, penalties or legal costs as a result of any information on your VAT status not being correct.

2.0 PAYMENT TERMS

2.1 Payment of our invoices is due 14 days from the date thereon. We reserve the right to charge interest on any invoice which is not paid within this time. The amount of interest will be charged on unpaid amounts, at a rate not less than provided by way of statutory interest under The Late Payment of Commercial Debts (interest) at 1998 or any successor legislation.

2.2 invoices will be raised towards the end of each calendar month when the time expended equates to fees in excess of £750.00. If this is not the case then the time will be rolled onto the next month and so on until completion of the project when the account will be reconciled.

2.3 You remain responsible for paying our invoices in full, including any VAT, even if a third party is liable to reimburse you for any sums included in the invoice, or if there is an agreement between you and a third party that our fees and / or expenses and / or VAT will be paid by that third party. Where we are asked to submit invoices to any other person or entity with whom we are communicating on your behalf, you will be jointly liable for payment in full.

2.4 Notwithstanding 2.2 above, at our discretion, we reserve the right to request and be paid fees in advance of releasing reports and/or other documents.

3. RESPONSIBILITY AND LIABILITY

3.1 We will exercise reasonable skill, care and diligence in carrying out the surveying work identified in the instructions and agreed by us. Our duty to you does not extend beyond the contractual duty arising from those instructions.

3.2 You may only rely on our advice for the purpose for which, and the time at which, it was given, and only if you have clearly made known those purposes to us.

3.3 We shall not be under any obligation to update any advice, report or product of our services, to take account of events occurring after the advice, report or product has been issued, without appropriate instructions.

3.4 No consultant or employee of Cooper's Building Surveyors Ltd contracts with you personally, or assumes legal responsibility to you personally, in respect of work performed on behalf of Cooper's Building Surveyors Ltd.

3.5 We maintain Professional Indemnity insurance cover, and further details can be provided on request.

4. THIRD PARTIES

4.1 Our duty of care is to you as our client, not to any third party, unless we have agreed in writing to accept a duty to the third party.

4.2 If we work on a matter alongside other professionals you have instructed, then it is your responsibility to ensure that all information held by those other professionals that could be relevant to our tasks, is communicated to us promptly.

4.3 Unless expressly stated, nothing in these terms confers any rights to any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

5. CONFIDENTIALITY & CONFLICTS

5.1 Coopers Building Surveyors limited is regulated by RICS and we may need to disclose records to RICS where required for regulatory purposes.

5.2 It is not our practice to check for conflicts of interest, when taking instructions from you. If you consider that there are specific circumstances in which we should not act, you must notify us promptly in order that we may consider our position.

5.3 Our professional rules of conduct may prevent us acting where there is, or where there is reasonably likely to be, a conflict of interest between two or more clients or where we hold or come into possession of confidential information that may be material to you, but which we are under a duty to keep confidential. In such circumstances, we may have to stop acting for you. If we become aware of this, we will notify you as soon as reasonably practical and will endeavour to minimise any inconvenience to you. We will be under no obligation to disclose any such information to you.

5.4 Where we continue to act for you, we will take such steps as are necessary to ensure that the information of each party is kept confidential from any other party. This may include special arrangements in relation to our IT systems.

5.5 We outsource a limited amount of printing / photocopying or other work to ensure that this is done cost effectively and / or promptly.

6. FILES & DOCUMENTS

6.1 Nominated subcontractors store electronically all papers relating to matters on which we acted for you. Under no circumstances shall we be liable for any indirect loss, loss of profits, business interruption, duties or taxes arising from damage, deterioration nor destruction of any papers on which we have acted for you.

6.2 Electronic records relating to matters on which we have acted for you will be retained for up to 6 years after a matter has been completed. After this period, we may destroy them without notice to you, unless we have agreed that we will continue to store them.

6.3 Papers will not be retained.

6.4 We retain copyright in all original documents prepared by us and in our publications.

7. PRIVACY & GDPR

7.1 We hold and use information about you, your employees and representatives, to comply with our professional and regulatory obligations, to help us manage our practice and to keep you, your employees and representatives informed of the activities carried out by us. Please note that others may process data on our behalf.

7.2 Our Privacy Policy is to: • Keep your data safe and private • Not to sell your data • Allow you to view, correct and update the data we hold on our files

7.3 How we collect your personal information: • Upon enquires and confirmation of your instructions • Land and Company Registry searches • Companies and individuals that introduce you to us (such as other surveyors, architects, solicitors and other parties)

7.4 How we use your personal information: • We process, transfer and/or share personal information to provide our services • Process payments - Example of use under party wall services We will use your personal data (limited to your name and address) as provided to us, found at the Land Registry portal or at Companies House (the "Data") for the sole purpose of fulfilling our duties under the Party Wall etc. Act 1996 (the "Act"). External recipients of the Data will be limited to those contemplated by the Act and the Data will be stored for no longer than required under the Act, applicable law and indemnity insurance. You have the right to request a copy of the Data (subject to our duties under the Act having been fulfilled and no appeal period being outstanding). You also have the right to object to its processing and the right to lodge a complaint with the Information Commissioner's Office.

7.5 In the administration of party wall matters under the Party wall etc Act 1996 we may take photographs of your property and these photographs will be shared with other interested parties including your neighbours in the award documentation in pursuance to the resolution of disputes arising under section 10 of the Party wall etc Act 1996. We take every care to avoid taking photographs of private belongings and documents however we cannot take responsibility for unwittingly taking photographs of items left out on display; by agreeing to these terms and conditions you are consenting to the use of photographs for the purpose of the award matters.

7.6 Data Storage: • All employees are trained in the process of handling data • Access to data is password protected • Data is stored on GDPR compliant Cloud servers in the UK • Information is stored for up to 6 years

7.7 Please contact us at any point if you require a copy of your personal information that we hold on file.

8. COMMUNICATIONS POLICY

8.1 We accept verbal, written or email instructions and may send you written or email confirmation of your instructions, or request confirmation of your instructions. We will not accept communications from you or any third party, by SMS or other text messaging system.

8.2 We cannot guarantee that our emails are virus & malware free, although we try to ensure that they are.

8.3 As the use of email carries certain risks, confidentiality may be breached, and messages may be lost or delayed. We shall not have any liability to you or to any other third party as a result of emailing you or with any third party in relation to your matters.

8.4 We operate an open access email system, and reserve the right to monitor all correspondence, including email correspondence and telephone calls, to the extent permitted by law.

8.5 We may decline to accept certain types of emails and attachments into our system, if there is a risk of virus contamination and you should ensure that all your incoming messages are scanned for viruses and malware.

8.6 We reserve the right to publish all imagery; both photography or virtual images of our work in print or on digital platforms.

9. ANTI-MONEY LAUNDERING AND BRIBERY

9.1 We have a zero-tolerance approach to bribery and corruption.

10. CLIENT CARE

10.1 Cooper's Building Surveyors Ltd is committed to providing a first-class service to its clients. If you are not satisfied with any service, or have a complaint about our fees, then please raise the concern with the director of Cooper's Building Surveyors Ltd responsible for supervising the relevant matter. We operate a procedure to help resolve any problem fairly and will supply you with a copy of this procedure on request. If the problem cannot be resolved using this procedure, you may be able to refer your complaint to the Surveyors Ombudsman, which operates a complaint and redress scheme.

10.2 In the event that we consider it necessary or desirable to consult our professional indemnity insurers, our insurance brokers, the Royal Institution of Chartered Surveyors (RICS) or the Legal Ombudsman over work that we have done for you, we may share with them all necessary documents and information in our possession in relation to that work or any related matter.

10.3 We operate an equality and diversity policy in all dealings with clients, third parties and employees.

10.4 Cooper's Building Surveyors Ltd 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 Michael Cooper FRICS.

11. GOVERNING LAW & JURISDICTION

11.1 The contract for the provision of our services to you is governed by English Law. SCHEDULE OF HOURLY RATES The following hourly rates apply to all projects carried out by Cooper's Building Surveyors Ltd unless otherwise specifically agreed in writing. Unless otherwise agreed, all work is charged on a time basis and our current hourly rates are:

Michael Cooper BSc (Hons) FRICS – £255 per hour (£340 per hour for litigation support)

Senior Surveyor - £195 per hour

Assistant Surveyor - £140 per hour

VAT and petty disbursements are not included and will be charged in addition. All new instructions are subject to a minimum fee of £750.00.

12. SCHEDULE OF DISBURSEMENTS

- Accommodation: Charged at cost
- Subsistence: Charged at cost
- Mileage: £0.55 per mile
- Parking: Charged at cost
- Travel: Underground - Charged at cost
- Travel (other): Charged at cost
- Post, telephones, emails, printing, copying (in house), scanning, binding: 1.25% of net fee
- Post, telephones, emails, printing, copying (out of house), scanning, binding: Charged at cost
- Third party suppliers charged at cost plus 10%
- Late payment administration - £250.00

I/We (name of client) confirm agreement to the above Terms.

..... (signature) on (date)