



Definitions

“We”, “Us”	GAR Property Consultants Ltd.
“You”, “Your”, “Services”	The customer(s) specifically named on the Fee Quotation. The professional services or advice listed within the Fee Quotation.
“Exclusions”	Any services or advice we will not provide as part of our Services unless specifically agreed otherwise in writing and which may attract an extra Fee agreed in advance.
“Accepted Fee”	The total Fee in the Fee Quotation which has been duly accepted in writing by You.

General Terms

1. This document is to be read along with the Fee Quotation provided. These Terms are provided with our Fee Quotation as an offer to carry out the Services listed in exchange for the Fee quoted. Acceptance of this offer must be in writing and must include the quotation number.
2. This document, along with our Fee Quotation and our Terms of Engagement, describes in full, the obligations and liabilities arising out of Your acceptance of our Fee Quotation. No other terms, whether implied or explicit, can be deemed to apply unless specifically agreed in writing by both Us and You.
3. Any sample reports, work, drawings, etc. provided by Us prior to engagement are understood to be for the purposes of advertisement and for example only and do not form part of this contract. Where We have provided these documents to You by way of demonstration of the level of service to be expected, We will provide a similar level of service taking into account the specific requirements of the Services and subject property/properties.
4. If We are prevented from providing any of the Services by You, we reserve the right to claim fair and reasonable abortive costs incurred by Us, including travel expenses and abortive time spent. If We are prevented from providing any of the Services by any event outside our control (such as fire, flood, strike, terrorism, viral outbreak/pandemic, riot/civil unrest, etc.), We reserve the right to either cancel this contract or to agree an amended Fee Quotation and/or Terms of Business prior to carrying out any of the Services.
5. You should note the Exclusions within the Fee Quotation which form part of our Terms and Conditions of Business.

Our Obligations to You

6. We will provide the Services in our Fee Quotation with reasonable competence, skill and care.
7. We will strive to provide the Services within agreed timescales. However, timescales are estimates only and do not form a binding part of this contract. Should we realise that agreed timescales will not be met, we will try to give early notice of this and agree an extended deadline. We cannot be held responsible for any delays to legal/conveyancing processes, or expenses incurred in this regard, unless we have agreed in writing to provide a report by a particular deadline set by You.
8. We will provide all the Services listed for the fixed fee stated in the Fee Quotation. Should the scope of our Services change whilst carrying out the Services, we will agree an amended fee with You prior to carrying out any extra Services.

Your Obligations to Us

9. By formally accepting our Fee Quotation, You agree to be bound by these Terms of Business.
10. You agree to provide, in a timely manner, any reasonable information required by Us to undertake the Services. This includes our standard Health and Safety Questionnaire, as per item ‘31’ below.
11. You agree to pay the Accepted Fee upon receipt of our invoice, in accordance with the Payment Terms stated below.

Payment Terms

12. In the case of surveys, the full Accepted Fee will become payable upon issue of Our invoice(s). Full payment must be received at least 24 hours prior to the agreed date of commencement of the Services (i.e. the date of the survey). In the case of building plans, 50% of the Accepted Fee will be invoiced prior to commencement of the work and the remainder will be invoiced at an agreed stage later (normally upon submission of planning/building regulation applications, or prior to handover of completed plans to You, where no applications are being made. Larger, more complex projects will be invoiced monthly.



13. Should we not receive payment of our invoice(s) in accordance with item '12' above, we will cancel any survey booking(s) made and reserve the right to charge for any legitimate expenses incurred.

14. Quoted fees are exclusive of VAT or other taxes, etc. unless stated in the Fee Quotation.

15. Where You are entitled to recover fees from any third parties, Our invoice(s) must be settled by You in accordance with these Terms, whether or not recovery is possible.

16. Any fees paid by You, in advance of providing the Services are not deemed to be "Client Money" under the RICS definition and therefore are not subject to the RICS client money protection scheme.

Limitation of Liability

17. Our liability for loss caused by professional negligence under this contract will be limited to the sum of £500,000 (five hundred and thousand pounds) for each claim. Details of our current Professional Indemnity insurance policy may be requested by You at any time.

18. We will accept no liability for inaccuracies in any information or advice provided by Us which may have relied upon any data, information or advice provided by You or any third parties, which later transpires was itself inaccurate.

19. Our liability to You under this contract is limited to the proportion of losses/damages which are attributable to the provision of our Services only and we will not be held singularly liable for any whole loss/damage caused jointly by ourselves and any other advisors or third parties.

20. Nothing in this contract will limit Our liability in respect of fraud, personal injury, death or any matter in respect of which such liability cannot be limited by law.

21. Any advice, reports, drawings, etc. produced by Us as part of the Services may only be relied upon by You. Such information cannot be relied upon by any third party, even where they are permitted to receive or view a copy, except where specifically agreed in writing beforehand (note, We may charge an extra fee to cover our extended liability).

Cancellation Rights

22. Upon Your acceptance of our Fee Quotation and these Terms, a binding contract will be in place. You have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and nothing in this contract will prevent you from exercising your rights under this or any other applicable legislation.

23. Should you wish to cancel this contract, notice should be given at least 2 working days before the agreed date for commencement of the Services, or within 14 days of entering into the contract. Where Services have already been provided between acceptance of our Fee Quotation and cancelling the contract, we reserve the right to charge for any legitimate expenses incurred and any work carried out. If You decide to cancel within 2 working days of the agreed date of commencement of the Services, Your fee will be non-refundable.

24. Should We need to cancel the contract for any reason, we will strive to give You at least 5 working days notice. Where this is not possible, we will give as much notice as we reasonably can. We will not seek to recover costs/expenses incurred if We cancel this contract.

Confidentiality

25. We will treat Your details and any information obtained during the course of providing our Services as confidential and will not disclose any data which may identify You to any third party, except as required by law, or except as required in order to carry out our Services. Details of our Privacy Policy can be found on our website or requested by You at any time.

26. As an RICS regulated firm, our files are subject to monitoring/audit by the RICS. You agree that We may pass any details held on our files to the RICS upon request as We are obligated to do.



Complaints & Disputes

27. We operate a Complaints Handling Procedure in accordance with the RICS Rules of Conduct for Firms. This procedure includes alternative dispute resolution processes to ensure You have course for redress if We are unable to resolve a complaint satisfactorily. Details of the Complaints Handling Procedure can be requested by you at any time and will be provided to you as soon as possible upon receipt of any complaint or potential complaint.

28. This contract and any dispute arising from it will be governed by English Law.

Asbestos

29. Under no circumstances will we include asbestos testing as part of our Services and any information provided by us in this respect falls outside The Control of Asbestos Regulations 2012.

30. However, Our survey report(s), documents, etc. will where possible, highlight the presence of any asbestos containing materials where these may be suspected, if the inspection identifies such materials.

Health and Safety

31. Prior to commencement of any Services which involve site attendance, inspections, surveys or the like, we require You to complete and return to Us, our standard Pre-Survey Health and Safety Questionnaire at least 24 hours prior to the inspection. Should this not be received, we reserve the right to cancel any survey booking(s) made and charge for any legitimate expenses incurred, which may include time spent conducting pre-survey research, etc.

RICS Regulation

32. GAR Property Consultants 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 Graeme A. Rich MRICS, Director/Building Surveyor, who can be contacted at: graemerich@garpropertyconsultants.co.uk