

TERMS AND CONDITIONS

FEES

Time expended is always a significant factor in assessing professional fees. Staff who provide advice to clients have an hourly charging rate and will record the time spent working for you.

Where it has been agreed that fees are to be charged on an hourly basis, details will be provided. Otherwise, they are available upon request. Hourly charging rates are subject to review from time to time. Where the basis of the fee is the amount of time expended this will cover all time spent in connection with your job, including whilst travelling.

Our fees may also reflect the complexity of a particular matter and the circumstances in which the matter is transacted. Another factor will be the value, specialist knowledge and responsibility involved.

In some cases it may be possible to identify a fixed fee, such as where the extent of work can be precisely defined. We may be able to agree a percentage fee of a contract sum, or be able to apply a scale of charges.

Disbursement incurred by the firm on your behalf such as preparing photographs, facsimile and photocopying charges and mileage at 60p per mile will be charged in addition to our fees.

VAT will accrue at the standard rate to any fees quoted and/or disbursements arising.

PAYMENTS ON ACCOUNT

It is our normal practice to secure a non-refundable deposit on confirmation of an instruction. Routine matters will attract a deposit of £100. This may be paid by credit or debit card, online transfer, cheque or cash. Unless agreed to the contrary, the deposit must be received by us prior to any visit being made. These sums will be paid into our general business bank account and will not be treated separately as 'clients money' held.

With some projects, it is our policy to ask you to pay a proportion of the overall fee initially, and a further proportion from time to time together with any disbursements accruing. All such interim payments and deposits will be taken into account when subsequent invoices are rendered.

We typically will not raise a fee in connection with Party Wall matters until the Award is agreed and served or the matter otherwise brought to a conclusion.

BILLING FREQUENCY

Our normal practice with longer term projects is to submit interim bills at key stages, or on an agreed periodic basis. In the event of an interim bill not being settled, or a requested payment on account not being made, we reserve the right to decline to act further.

PAYMENT TERMS

Accounts are due for payment within fourteen days of receipt. We reserve the right to charge interest at a rate of 4% over Bank of England base rate until payment is made and also to suspend further work until payment is received.

CREDIT OR DEBIT CARD PAYMENTS

We are able to accept payment by credit or debit card. In normal circumstances we will make no charge for doing so, but reserve the right to reclaim the costs as a disbursement.

If payment is taken via our website, you will receive an automatic receipt (from our PayPal account) by email. We no longer take card payments over the telephone.

If a deposit is taken by credit card, we reserve the right to take the balance of the agreed fee using the retained card information. This will be either when authorised by you, or fourteen days after the account is rendered should it remain unpaid (whichever is the sooner). After payment, all card information will be destroyed.

CLIENTS' MONEY

We do not currently operate a scheme whereby client funds are held in trust. We would be happy to discuss other schemes for payment to a third party (e.g. a contractor), should this is appropriate.

DURATION OF INSTRUCTIONS

We expect to continue to act in any matter on which we have accepted instructions from you until the matter is completed. Of course, you may bring instructions to an end at any time. We may also bring an end to instructions, provided no invoice remains outstanding. We will not normally do this unless a conflict of interest arises, or if we consider that it would not be in your best interests for us to continue to represent you.

If instructions are terminated, you will only be liable for fees arising and payments made or committed to up to the date of termination of the instructions. This will include any fees or payment for work necessary in connection with the transfer of the matter to another adviser of your choice.

With Party Wall appointments as Building Owner's Surveyor, Adjoining Owner's Surveyor or Agreed Surveyor, then once an appointment has been made (or implied) and the matter does not proceed to the service of an Award because it is otherwise concluded (e.g. the project cancelled or other agreement reached between the parties), then we will charge for the services undertaken up to that point, either on an assessed percentage of a lump sum fee or by calculation of the time expended, whichever is considered more proportionate.

COMPLAINTS

We continually strive to satisfy the needs of our clients and to continuously improve our service. Inevitably there will be times when, unfortunately, we fail to meet the expectations of our clients.

If you have any problems with our service and are unable to resolve this with the individual dealing with the work, you should write without delay to the Director setting out the nature of your complaint. Full details of our Complaints Handling Procedure can be forwarded to you on request.

We will make every effort to deal with complaints promptly.

RESOLUTION OF COMPLAINTS

We subscribe to the Centre for Effective Dispute Resolution (CEDR) and if you remain dissatisfied with any aspect of our service or indeed the handling of your complaint, then we will refer your complaint to them at 70 Fleet Street, London EC4Y 1EU.

Alternatively, you may ofcourse approach the CEDR directly. Details of the Scheme may be obtained from them by telephone on 0207 536 6060, or by email at info@cedr.com

GDPR

We are a small firm with less than 250 employees (much less) and are thereby excused many of the requirements of the General Data Protection Regulation, but nonetheless confirm the following.

We will store only the minimum data required to fulfil your instructions. This is recorded in our computer job files and for Party Wall matters in a small database used to populate the necessary documents. The information is also included within our accounting software, at the point that fee invoices are generated and will be kept on file for the process of validating our accounts, for the statutory period.

The computers and/or software used are all password protected and equipped with up-to-date virus and firewall software.

Day to day notes are made within notebooks, which are secured in a locked cupboard when the office is vacant.

The type of information routinely kept will typically be, the address of the property, that is the subject of your instructions; your home, head office or correspondence address and contact details, When appropriate the details of any agent acting on your behalf, or on behalf of a vendor or lessor of the subject property will also be kept as will the address and contact details of the owners of adjoining and adjacent properties, in connection with party wall matters.

Contact details that are routinely stored are email addresses, for the parties concerned and both land line and mobile telephone numbers. If you choose not to provide any of this information this is your right, however it will inevitably prejudice the efficiency of the execution of work, upon which you have instructed us.

We do not other than described above process your information and will not sell or pass to other parties this information. The only exception being, with your specific agreement, to give contact details to Adjoining Owners or their appointed surveyors in connection with party wall matters and then only to facilitate the progress of the matter, upon which we are instructed or appointed.

We will be happy to provide a copy of the data stored by us, at any time, should you request it and of course will permanently delete that data should you request it.

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