



BUILDING CONSULTANCY

Standard Terms and Conditions of Engagement

Firm	Fairway Building Consultancy Ltd
Company number	17116492 Registered in England and Wales
Registered office	1st Floor, Office Suite 4, 316e Ilford Lane, Ilford, Essex IG1 2LT
VAT registration	516 7780 66
RICS registration	Firm number 926587
Document owner	Glen Hardingham, Director

How to use these terms

These standard terms apply to professional services accepted by Fairway Building Consultancy Ltd on or after the date shown above. They must be read with our proposal or appointment letter for the particular instruction. That letter records the client, project or property, scope, exclusions, deliverables, programme, fee and any agreed changes to these terms.

The appointment letter should be completed before work starts. If there is any inconsistency, the appointment letter takes priority for that instruction, followed by any service schedule and then these standard terms. A change is only effective when both parties agree it in writing.

Appointment and contract documents

In these terms, Fairway Building Consultancy Ltd is referred to as Fairway, we or us. The person or organisation named in the appointment letter is the Client or you. The Services are the professional services described in that letter. The Project or Property is also identified there.

The Agreement consists of the appointment letter, these standard terms, any service schedule expressly incorporated into the appointment and any later written variation. It replaces earlier discussions and correspondence about the same instruction, except for information on which the appointment expressly relies.

The Agreement is formed when you sign or confirm acceptance in writing, or when you ask us to start work after receiving the documents. Consumer cancellation rights in section 18 still apply.

If a managing agent or other representative instructs us for you, that person confirms that they have authority to do so. You remain responsible for the appointment and our fees unless the appointment letter states otherwise.

RICS regulation

Fairway Building Consultancy Ltd is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct 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 Glen Hardingham, Director, who can be contacted at enquiries@fairwaybc.com or 020 3576 5118.

RICS firm registration number 926587 applies to Fairway Building Consultancy Ltd. RICS may monitor our work and may require us to disclose records for regulatory purposes. We will do so lawfully and will take reasonable steps to protect confidential information.

Services and standard of care

We will provide the Services described in the appointment letter with the reasonable skill and care expected of an appropriately qualified professional consultant of the same discipline carrying out comparable work. We do not accept a fitness for purpose obligation or any higher duty unless we expressly agree it in writing.

Our advice is limited to the purpose, scope and intended users stated in the appointment. Services or deliverables not expressly included are excluded. We will tell you if we consider that specialist advice or further investigation is required.

Dates and programmes are estimates unless the appointment identifies a date as binding. We will tell you promptly if a material delay becomes apparent and, where possible, explain its effect.

You should not rely on material oral advice unless we confirm it in writing. Drafts, working papers and informal comments are not final advice and must not be relied upon as such.

We will comply with legislation and mandatory professional standards relevant to the Services. No statutory dutyholder role is included unless the appointment expressly names the role and sets out its scope.

Client responsibilities

You will provide timely instructions, decisions and complete information that you hold or can reasonably obtain. You will tell us promptly if information changes or if you become aware that anything supplied is inaccurate or incomplete.

You will arrange lawful and safe access to the Property and obtain the owner's, occupier's and any third party's permissions needed for the Services. You will tell us about known hazards, including asbestos, fragile surfaces, unsafe areas and restrictions on access.

You are responsible for appointing and paying other advisers, contractors and specialists unless the appointment states that we will do so. You remain responsible for client duties imposed by legislation and for decisions reserved to you.

You will nominate a person with authority to give instructions. We may rely on instructions from that person until you notify us in writing of a change.

If a failure to meet these responsibilities causes delay or additional work, we will explain the likely effect on programme and fees and seek written agreement before undertaking material additional work.

Information assumptions and inspections

We may rely on information supplied by you, your advisers, public bodies, contractors and other identified sources. We will apply professional judgement and make reasonable checks where this is proportionate to the instruction, but we do not independently verify every item unless that work is included in the scope.

Material assumptions, reliance and limitations will be stated in the appointment, report or other deliverable. Tell us promptly if an assumption is incorrect, as further work may be required.

An inspection is limited by the access, safety, occupancy, weather and conditions at the time. We do not inspect concealed or inaccessible parts, open up the building fabric, move heavy or fitted items, undertake destructive testing or test services unless expressly agreed.

A report records conditions reasonably apparent within the agreed scope at the time of inspection. It is not a guarantee that the Property is free from defect. Further limitations for surveys and inspections are set out in Schedule 2.

Changes and additional services

If you ask us to change the Services, or if additional work becomes reasonably necessary because of new information, delay, a change in law, third party action or circumstances outside our control, we will identify the additional work and its likely fee and programme effect.

We will not undertake material additional services without written authority. If urgent work is reasonably needed to protect safety or preserve your position and we cannot obtain instructions in time, we may take proportionate action and will tell you as soon as practicable.

Unless another rate is stated in the appointment, time-based additional services are charged at £170 per hour plus VAT. We will agree any change to this rate before it applies to an existing instruction.

Fees expenses and VAT

The fee basis and invoicing stages are set out in the appointment. Fees may be fixed, time based, percentage based or a combination. All amounts are exclusive of VAT unless expressly stated otherwise.

Where a percentage fee is agreed by reference to construction cost, that cost includes variations, fluctuations, provisional sums, prime cost sums, contingencies and the reasonable value of labour, materials or services supplied by or for you without charge. It excludes loss and expense claims unless the appointment states otherwise.

Reasonable disbursements and expenses incurred in providing the Services are payable in addition to the fee where identified in the appointment or approved by you. These may include statutory fees, specialist access, travel, printing, searches and third party charges. Mileage is charged at 45 pence per mile unless another rate is agreed.

If work is delayed or disrupted for a reason outside our reasonable control, or continues beyond the programme on which our fee was based, the resulting additional involvement is an additional service. We will provide the basis of any fee adjustment and seek agreement.

Invoicing payment and suspension

Invoices are due on receipt and the final date for payment is 14 days after the invoice date, unless the appointment states another period. An invoice will state the amount due and the basis of calculation.

Where the Housing Grants, Construction and Regeneration Act 1996 applies, the statutory payment notice, pay less notice, suspension and adjudication provisions take priority over any inconsistent provision in these terms.

We may charge simple interest on an overdue sum at four per cent above the Bank of England base rate, calculated daily from the final date for payment until payment. We may also recover reasonable costs that are legally recoverable. This clause does not remove any statutory late payment right.

If a sum remains unpaid, we may suspend some or all of the Services after giving at least seven days' written notice stating the amount due and the proposed suspension. We will resume within a reasonable time after payment and may charge the reasonable cost of suspension and remobilisation.

A genuine invoice query should be raised promptly with reasons and any supporting information. You must pay any undisputed amount by the final date for payment.

Conflicts independence and referrals

We check for actual and potential conflicts of interest before accepting an instruction and while it continues. If a conflict or significant risk of conflict arises, we will tell you and will only continue where the matter can properly be managed in accordance with RICS requirements and the law.

We may have to decline or end an instruction if a conflict cannot be managed, if continuing would compromise our independence, or if the law or a professional obligation requires it.

If we recommend another provider, we will act in your interests and disclose any financial or other benefit that we or a connected person will receive from the introduction.

Staff consultants and third parties

We may use suitably competent directors, employees and consultants to provide the Services. We remain responsible for work carried out on our behalf within our appointment.

A specialist may be appointed directly by you or, with your written approval, by us as your agent. Where the specialist is appointed directly by you, that specialist is responsible for its own work. Our responsibility is limited to any coordination expressly included in our scope.

No report or other deliverable may be relied upon by a person who is not named as the Client or an intended user. We do not accept a duty of care to a third party unless we give express written consent, on terms that may include a reliance letter and fee.

The Contracts (Rights of Third Parties) Act 1999 does not give any person a right to enforce the Agreement, except for a permitted assignee or a person to whom we have expressly accepted a duty in writing.

Professional indemnity insurance and liability

We maintain professional indemnity insurance that meets the requirements applying to RICS regulated firms. Current insurer contact details, the limit of indemnity and territorial coverage will be stated in the appointment or supplied separately before appointment and are available on request. Cover remains subject to the policy terms and market availability.

Our maximum aggregate liability arising from or in connection with an instruction, whether in contract, tort including negligence, breach of statutory duty or otherwise, is the amount stated in the appointment. If no amount is stated, the maximum aggregate liability is £1,000,000.

Our liability is limited to the proportion of the loss that it is just and equitable for us to pay, having regard to our responsibility for it and the responsibility of every other person whose act or omission contributed to the loss. This assessment assumes those persons have paid the proportion for which they are responsible.

No director, employee or individual consultant has a personal contract with you in relation to the Services. You agree not to bring a claim personally against any such individual. This does not limit Fairway's liability for work carried out on its behalf.

Subject to clause 11.6 and to the extent permitted by law, we are not liable for indirect or consequential loss. For a business Client, this includes loss of profit, revenue, business, opportunity or anticipated saving unless the appointment expressly provides otherwise.

Nothing in the Agreement limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, deliberate default, or any other liability that cannot lawfully be limited or excluded. Nothing affects a consumer's statutory rights.

Unless the appointment is executed as a deed or the law does not permit the period to be shortened, no proceedings may be started more than six years after completion of the Services or termination of the appointment, whichever occurs first.

Intellectual property and use of documents

Copyright and other intellectual property rights in drawings, specifications, schedules, reports, photographs, calculations, models and other documents prepared by us remain ours or the relevant author's.

Once the fees properly due have been paid, we grant you a royalty-free, non-exclusive licence to use and reproduce the final documents for the purpose and project for which they were prepared. The licence does not permit reuse on another project, material alteration, or reliance by another person without our written consent.

We are not responsible for use of a document outside its stated purpose or after it has been altered without our approval. Drafts and working files are excluded from the licence unless we agree otherwise.

We will not use identifiable project information or photographs for publicity without your prior consent, unless the material is already lawfully public and its use would not breach confidentiality.

Confidentiality and data protection

Each party will keep the other's confidential information confidential and will use it only for the Agreement. Information may be disclosed where reasonably required to staff, consultants, insurers, brokers, legal advisers, auditors, RICS, an approved dispute resolution provider or a public authority, or where disclosure is required by law.

Each party will comply with the UK GDPR, the Data Protection Act 2018 and other applicable data protection law. Unless otherwise agreed for a particular activity, each party acts as an independent controller of the personal data it processes.

We process personal data to deliver the Services, manage the client relationship, meet legal and regulatory duties and protect legitimate business interests. Our privacy notice is available on our website or on request.

We use reasonable technical and organisational safeguards. No electronic system can be guaranteed to be completely secure, and each party should use appropriate precautions when sending sensitive information.

Use of artificial intelligence

We may use artificial intelligence assisted systems for tasks such as organising information, reviewing documents, analysis or drafting. A suitably qualified person remains responsible for the Services, applies professional judgement and checks material output before it is relied upon or issued.

If proposed use of an AI system is expected to have a material impact on the delivery of a surveying service, we will tell you in writing before using it. We will explain when and why it will be used, the part of the process affected and, where available, the extent of relevant professional indemnity cover.

You may ask for further information, challenge the proposed use or request that AI is not used. Please do so in writing before work begins. We will explain whether the request can be accommodated and any reasonable effect on scope, programme or fee.

A concern about AI use may be raised with Glen Hardingham under our Complaints Handling Procedure. We will provide a written explanation of material AI use and the related assurance process where reasonably requested. Private and confidential information will only be used with an AI system where lawful and appropriately safeguarded, including obtaining express consent where RICS requirements call for it.

Client money

We do not hold client money. A payment made before a service or report is completed is an advance payment of our fees, not client money, and is not protected by the RICS Client Money Protection Scheme.

Where a third party fee is required, we may ask you to pay the third party directly. If an appointment requires us to hold money that would be client money, separate written arrangements compliant with the current RICS Client Money Handling standard must be agreed before funds are received.

Records

We keep an appropriate record of our work, instructions and material decisions. Records are normally retained for at least six years after completion, and may be kept longer where the appointment is a deed, legislation, building safety obligations, insurance requirements or the nature of the work calls for a longer period.

On request, we will return original documents you supplied where it is reasonable to do so. We may retain copies for legal, regulatory, insurance and record keeping purposes.

Complaints and disputes

We operate a written Complaints Handling Procedure in accordance with the current RICS professional standard. A copy is available at www.fairwaybc.com or on request. Complaints should be sent to Glen Hardingham, Director, at enquiries@fairwaybc.com, 020 3576 5118 or our registered office.

We aim to acknowledge a complaint within seven calendar days and provide a written response within 21 calendar days. If we need longer, we will explain why and state when a response is expected.

An eligible consumer complaint may be referred to the Centre for Effective Dispute Resolution, which operates the RICS Independent Adjudication Service. The service is free to the consumer. Details are available from CEDR at 100 St Paul's Churchyard, London EC4M 8BU, 020 7536 6000, info@cedr.com or www.cedr.com/consumer/rics/overview.

A dispute with a business Client may, where appropriate and agreed or provided for in the appointment, be referred to RICS Dispute Resolution Service. Details are available at www.rics.org/dispute-resolution-service or from drs@rics.org. Fees may apply.

Nothing prevents either party from obtaining legal advice, contacting RICS or another regulator, or using any statutory adjudication right. If the Agreement is a construction contract, either party may refer a dispute to adjudication at any time where the 1996 Act applies.

Consumer rights

A consumer is an individual acting mainly for purposes outside their trade, business, craft or profession. Nothing in the Agreement affects rights that a consumer cannot lawfully waive, including rights under the Consumer Rights Act 2015.

If a consumer enters into the Agreement at a distance or away from our business premises, the consumer will normally have 14 days after the day the Agreement is made to cancel without giving a reason. The cancellation notice and model form in Schedule 3 explain how to cancel.

We will not start during the cancellation period unless the consumer makes an express request. If the consumer cancels after requesting an early start, a proportionate fee is payable for Services supplied up to cancellation. If the Services are fully performed during the period after the required request and acknowledgement, the right to cancel is lost.

Suspension and termination

You may suspend all or part of the Services by written notice. If the suspension continues for more than three months, either party may terminate the affected Services on written notice.

You may terminate the appointment at any time on 14 days' written notice. Either party may terminate immediately after a material breach has not been remedied within seven days of written notice requiring remedy, or if the other becomes insolvent.

We may also suspend or terminate where continuing would be unlawful, unsafe, professionally improper, outside available insurance, or affected by a conflict that cannot be managed. We will give as much notice as reasonably practicable.

On suspension or termination, you will pay fees, approved expenses and other sums properly due for work carried out to that date, together with reasonable costs directly caused by the suspension or termination unless it results from our material breach. Accrued rights and provisions intended to continue remain effective.

General legal terms

Neither party may assign the Agreement without the other's written consent, which will not be unreasonably withheld or delayed. This does not prevent a permitted assignment expressly stated in the appointment.

A notice under the Agreement must be in writing and sent by email or post to the address stated in the appointment or later notified in writing. Email is treated as received on the next working day unless a delivery failure is reported. Post is treated as received two working days after posting.

Neither party is responsible for delay caused by circumstances outside its reasonable control, but the affected party will notify the other and take reasonable steps to reduce the effect. This does not excuse payment already due.

If a provision is invalid or unenforceable, it will be adjusted only as far as necessary and the remaining provisions will continue. A delay in exercising a right is not a waiver of it.

The Agreement is governed by the law of England and Wales. Subject to any statutory adjudication right and the consumer redress arrangements above, the courts of England and Wales have exclusive jurisdiction, except that a consumer may have a right to bring proceedings elsewhere under applicable law.

Schedule 1 Appointment particulars

The proposal or appointment letter should address the following items. The completed letter, not this checklist, records the agreement for the instruction.

Client	Full legal name, address and authorised contact
Project or Property	Name, address and brief description
Purpose	What the advice or deliverable will be used for
Intended users	Client and any expressly accepted third party
Responsible professional	Name, role and relevant qualification
Services	Basic services, deliverables and service schedule
Exclusions	Work not included and any material limitations
Information	Documents and sources to be supplied or relied upon
Inspection	Access, extent, method, testing and assumptions
Programme	Start date, target dates and client dependencies
Fee	Basis, amount, rates, VAT, expenses and invoicing stages
Liability	Agreed cap and any instruction specific provisions
Insurance	PI insurer contact, limit and territorial coverage
Other appointments	Consultants, contractors and allocation of responsibility
Statutory roles	Any CDM or Building Regulations dutyholder role
Artificial intelligence	Any material use, purpose, safeguards and opt out
Consumer instruction	Cancellation notice and any request to start early
Special terms	Agreed departures or additions
Acceptance	Signature or written confirmation by both parties

Schedule 2 Service specific terms

Only the parts of this Schedule identified in the appointment apply to an instruction.

Building surveys and inspections

S2.1 We will inspect so far as the nature, design, construction, access, occupancy, weather and safety conditions reasonably allow. The appointment will identify whether the inspection is visual, intrusive or supported by testing.

S2.2 Unless expressly included, we do not move heavy or fitted furniture, lift fixed finishes, open up construction, enter unsafe areas, use specialist access equipment, undertake structural calculations or test mechanical, electrical, gas, drainage or other services. Readily accessible covers may be opened only where safe and appropriate.

S2.3 Roof spaces, roofs, façades, voids, ducts, floors, concealed construction, common parts, boundaries, grounds and outbuildings are inspected only where they can be accessed safely and within the agreed method. The report will identify material areas that could not be inspected where reasonably possible.

S2.4 The inspection is not an asbestos survey, fire risk assessment, environmental assessment, accessibility audit, health and safety audit, contamination survey or test for deleterious materials unless the appointment expressly includes that work. We may report an apparent concern and recommend specialist investigation.

S2.5 We do not confirm title, boundaries, easements, covenants, planning status, Building Regulations approval, licences, Party Wall awards, statutory notices or other legal matters unless the appointment includes specific enquiries. Your legal adviser should confirm these matters.

S2.6 For leasehold property, common parts are considered only to the extent stated and accessible. The lease and repairing obligations are legal matters, although we may comment on their practical effect where the relevant document is supplied.

S2.7 Cost advice is an opinion for the stated purpose and date, based on the information then available. It is not a quotation or tender and may change when work is opened up, designed or competitively priced. A reinstatement cost assessment or valuation is not included unless expressly stated.

Contract administration and project services

S2.8 Our role is limited to the Services and authority stated in the appointment and the building contract. The contractor remains responsible for carrying out and completing the works, construction methods, workmanship, site management, temporary works and health and safety.

S2.9 Site visits are periodic and are not continuous inspection or a clerk of works service. A certificate, report or recommendation is based on the information and work reasonably apparent at the relevant time and is not a guarantee that every defect or non-compliance has been identified.

S2.10 When the contract requires us to exercise professional judgement between the Client and contractor, we will do so fairly and in accordance with the contract. You will not require us to certify or decide a matter other than in that manner.

S2.11 Programme and cost forecasts are estimates, not guarantees. Variations, delay, loss and expense, insolvency, disputes, additional meetings, re-tendering and work continuing beyond the assumed programme may require additional services and fees.

S2.12 Resident liaison, service of access notices, neighbour agreements, party wall services and non-technical communications are excluded unless stated in the appointment. You will provide details of access restrictions and any consultation duties, including requirements under section 20 of the Landlord and Tenant Act 1985.

S2.13 Diagnosis and repair of dampness or water penetration may require a process of investigation, opening up, testing and monitoring. We do not guarantee that a first repair will resolve every cause or that later leakage will not occur.

Principal Designer and building safety services

S2.14 Principal Designer under the Building Regulations 2010 and Principal Designer under the Construction Design and Management Regulations 2015 are separate appointments. We accept either role only where the appointment expressly identifies it and sets out the Services, project stage and period of appointment.

S2.15 The Client and every designer and contractor remain responsible for their own statutory duties, competence, work and information. Our appointment does not make us the Building Safety Regulator, building control authority, accountable person or principal accountable person unless the law permits and the appointment expressly says so.

S2.16 Where our Services support a Building Safety Regulator application or gateway, we will exercise reasonable skill and care in preparing, coordinating or reviewing the information within our scope. We cannot guarantee acceptance or determine the regulator's timescale. Material redesign, missing information, repeated submissions or a change in regulatory requirements may be additional services.

S2.17 Golden thread information and change control will be managed only to the extent stated in the appointment. You will ensure that the project team supplies accurate information in the required form and at the required time.

Fire safety façades and cladding

S2.18 The appointment must define the precise fire safety, façade or cladding service. Unless expressly included, our work does not constitute fire engineering design, a fire risk assessment, a fire risk appraisal of external walls, an EWS1 assessment or certification of statutory compliance.

S2.19 A visual inspection cannot establish concealed construction, product composition or fire performance. Opening up, sampling, laboratory testing and specialist fire engineering advice are excluded unless expressly included or separately commissioned.

S2.20 We may rely on product information, test evidence, records and specialist advice identified in our report, subject to reasonable professional scrutiny. Each separately appointed specialist remains responsible for its own work.

Expert witness services

S2.21 Expert witness work is subject to a separate scope and fee arrangement. The expert's overriding duty is to the court or tribunal, and that duty takes priority over an obligation to the Client. We do not guarantee the outcome of proceedings.

Reinstatement cost assessments

S2.22 If the instruction includes reinstatement cost assessment, the appointment will state the responsible valuer or assessor, purpose, asset, intended users, basis and date, investigations, information relied upon, assumptions, report format, restrictions, fee and applicable RICS standard. These standard terms do not replace those instruction specific requirements.

Schedule 3 Consumer cancellation notice

This Schedule applies only to a consumer contract concluded at a distance or away from our business premises where the statutory cancellation right applies.

Right to cancel

You have the right to cancel this Agreement within 14 days without giving any reason. The cancellation period ends 14 days after the day on which the Agreement is entered into.

To exercise the right to cancel, tell Fairway Building Consultancy Ltd by a clear statement sent to enquiries@fairwaybc.com or to 1st Floor, Office Suite 4, 316e Ilford Lane, Ilford, Essex IG1 2LT. You may use the model cancellation form below, but you do not have to.

To meet the deadline, it is enough to send your cancellation before the 14 day period has ended.

Effect of cancellation

If you cancel, we will reimburse payments received from you without undue delay and no later than 14 days after we are told of your decision, subject to the early start provision below. Reimbursement will be made using the same payment method unless you expressly agree otherwise.

If you asked us to begin during the cancellation period, you must pay a proportionate amount for Services supplied before you cancelled. If the Services were fully performed after your express request and acknowledgement, you lose the right to cancel.

Request to start during the cancellation period

- ☐ I request Fairway Building Consultancy Ltd to begin the Services before the 14 day cancellation period has ended.
- ☐ I understand that, if I cancel after the Services have begun, I must pay a proportionate amount for work supplied up to cancellation.
- ☐ I understand that I lose the right to cancel once the Services have been fully performed.

Client name _____

Signature _____

Date _____

Model cancellation form

Complete and return this form only if you wish to cancel the Agreement.

To	Fairway Building Consultancy Ltd, 1st Floor, Office Suite 4, 316e Ilford Lane, Ilford, Essex IG1 2LT enquiries@fairwaybc.com
Notice	I or We give notice that I or We cancel the contract for the following service
Service	
Date agreed	
Client name	
Client address	
Signature	
Date	