Standard Terms and Conditions of Engagement

1. Obligations

1.01 Slater Resolution Ltd ('SRL') will perform the services identified in the appointment letter with reasonable skill, care and diligence, subject to the scope, assumptions and limitations agreed in writing.

1.02 The appointment letter will identify the client, property, services, exclusions, fees and any agreed deliverables or timescales. SRL does not undertake services outside that scope unless agreed in writing.

1.03 Where a surveyor is appointed under section 10 of the Party Wall etc. Act 1996, the surveyor exercises independent statutory functions. Nothing in these terms overrides the Act or the surveyor's statutory duties.

1.04 Nothing in these terms excludes or limits liability for fraud, death or personal injury caused by negligence, or any liability that cannot lawfully be excluded or limited. Any other limitation of liability must be expressly stated in the appointment letter and must be lawful, reasonable and enforceable.

2. Payment

2.01 SRL may submit invoices in accordance with the individual Agreement for Appointment, including following site visits, accumulation of chargeable time, agreed milestones, monthly, or upon completion. On lawful suspension or termination of ordinary contractual services, SRL may invoice for services properly performed and reasonable expenses, subject to applicable law.

2.02 Fees shall be calculated using the hourly rates, fixed fees, staged fees or other charging arrangements specified in the individual Agreement for Appointment, including any subsequent variations expressly agreed in writing. The Agreement for Appointment determines the rates applicable to that instruction. SRL will identify material assumptions underpinning estimates.

2.03 The client will pay the agreed fees and properly incurred expenses. VAT, if applicable, will be identified on invoices and charged at the prevailing lawful rate. The appointment letter will state the applicable VAT position.

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2.04 Any anniversary uplift or fee adjustment expressly agreed in the individual Agreement for Appointment shall apply in accordance with that agreement, subject to applicable law and consumer fairness requirements. For new appointments adopting SRL's proposed 3% annual uplift, that percentage must be expressly stated in the appointment; these Terms do not independently impose an uplift. No increase applies retrospectively to completed work. Other fee changes require written agreement.

2.05 Invoices shall be payable within the period stated in the individual Agreement for Appointment or otherwise expressly agreed in writing. Where no payment period is specified or agreed, invoices shall be payable within 14 calendar days of issue. Each invoice will identify the work, agreed fee stage or expenses claimed.

2.06 A client who queries an invoice should notify SRL promptly, identifying the amount and reason disputed. Undisputed sums remain payable in accordance with the agreed terms, subject to applicable law.

2.07 For qualifying business-to-business debts, SRL may claim statutory late-payment interest and permitted recovery costs where applicable. Any charges to consumers will be subject to applicable consumer law and the express terms agreed.

2.08 For ordinary contractual services, SRL may, where lawful and following reasonable written notice, suspend further services or withhold contractual deliverables for material non-payment, subject to applicable consumer rights and other legal obligations. This does not permit SRL to withhold statutory Awards or abandon, suspend or compromise independent duties arising from a section 10 appointment under the Party Wall etc. Act 1996.

2.09 Reasonable expenses and disbursements shall be charged at the rates in the Expenses Schedule referred to in or supplied with the individual Agreement for Appointment, unless otherwise expressly agreed. Significant third-party expenses will be agreed in advance where practicable. In statutory Party Wall matters, recoverability from another owner is governed by the Act and any relevant Award or determination, not merely by the contractual schedule.

2.10 On reasonable request, SRL will provide appropriate supporting details for time-based charges and evidence of material disbursements, subject to confidentiality and third-party rights.

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2.11 SRL will inform the client when it reasonably anticipates a material change to the agreed scope, fee estimate or timescale.

2.12 Additional contractual work arising from scope changes, revised programmes or further instructions will be charged only on the agreed basis and, where practicable, confirmed in writing before it is undertaken. Statutory Party Wall costs remain subject to the Act and the surveyors' proper determination.

3. Professional Indemnity Insurance

3.01 SRL will maintain professional indemnity insurance appropriate to its insured activities and any applicable RICS regulatory requirements. Details of current cover can be supplied on reasonable request. Any contractual liability limit must be separately and clearly agreed and is not automatically equal to the insurance limit.

4. Communications

4.01 The client will promptly notify SRL of any change to their authorised representative or contact details.

4.02 Material instructions and changes to contractual services should be made or confirmed in writing, including by email. SRL may request written confirmation before acting on an oral instruction.

4.03 The client will provide information and decisions reasonably necessary for SRL to perform the agreed services.

4.04 Routine contractual communications may be sent to the postal or email addresses last notified by the parties. Statutory notices and documents under the Party Wall etc. Act 1996 must be served in accordance with that Act, including any applicable consent requirements for electronic service.

5. Suspension and Termination

5.01 For ordinary contractual services, the client may request suspension on reasonable written notice, subject to payment for work properly performed and reasonable non-cancellable commitments.

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5.02 The client may terminate an ordinary contractual instruction by written notice, subject to applicable consumer rights and payment for services properly performed. This does not revoke a statutory section 10 appointment.

5.03 Resumption of suspended contractual work is subject to mutual agreement on revised timing, fees and availability.

5.04 SRL may terminate an ordinary contractual appointment for material breach if reasonable written notice and an opportunity to remedy are given where appropriate. Statutory surveyor appointments are governed by the Party Wall Act and cannot be terminated by this clause.

5.05 If a party becomes insolvent or unable to perform its material obligations, either party may exercise any lawful contractual rights, subject to statutory duties and applicable insolvency law.

5.06 No contractual suspension or termination provision overrides section 10 of the Party Wall etc. Act 1996.

6. Consequences of Suspension and Termination

6.01 Upon lawful suspension or termination of contractual services, the client will pay for services properly performed and reasonable, evidenced, non-cancellable expenses, subject to applicable law and any consumer cancellation rights. SRL will provide an appropriate account.

6.02 Termination does not affect accrued rights or obligations intended to survive termination, including confidentiality, lawful payment obligations and intellectual property provisions.

7. Complaints

7.01 SRL maintains a written Complaints Policy, available without charge on request. It sets out the internal complaint process and, where eligible, referral to CEDR for consumer complaints and the RICS Dispute Resolution Service for business disputes, subject to the applicable scheme rules and any necessary agreement. A complaint to RICS about regulatory conduct is distinct from contractual redress.

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8. Copyright, Confidentiality and Data

8.01 Unless otherwise agreed, copyright in documents prepared by SRL remains with SRL. Once the relevant fees are paid, the client receives a non-exclusive licence to use deliverables for the agreed purpose, subject to third-party rights and any stated restrictions.

8.02 SRL will not publish identifiable project information, photographs or confidential client information for marketing without appropriate authority or another lawful basis.

9. Assignment

9.01 Neither party may transfer its contractual rights or obligations without the other's prior written consent, not to be unreasonably withheld, except where permitted by law. This does not alter statutory surveyor appointments.

9.02 SRL may use appropriately qualified assistants or specialists while remaining responsible for its contractual obligations, subject to agreed confidentiality and cost provisions.

10. Waiver

10.01 A failure or delay in exercising a contractual right does not, by itself, waive that right.

11. Disputes

11.01 The parties will first seek to resolve contractual complaints or fee disputes promptly and in good faith through SRL's complaints procedure, without preventing either party from exercising legal rights.

11.02 Where an ordinary contractual dispute remains unresolved after the complaints process, the parties will consider an appropriate form of alternative dispute resolution, including the applicable CEDR consumer scheme or, where appropriate and agreed, a procedure administered through the RICS Dispute Resolution Service. Nothing in this clause imposes compulsory arbitration or prevents the exercise of legal rights.

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11.14 No general construction adjudication or compulsory arbitration mechanism is incorporated into these terms. Any such procedure applies only where required by law or separately agreed and legally appropriate.

11.15 Disputes and Awards arising under section 10 of the Party Wall etc. Act 1996 remain subject to the statutory process, including applicable appeal rights, and are not displaced by these contractual complaints and dispute provisions.

12. Arbitration

12.01 The parties are not required by these terms to submit contractual disputes to arbitration. They may agree an appropriate process after a dispute arises, without limiting statutory or consumer rights.

13. Liability

13.01 Any agreed limitation of SRL's liability must be clearly stated in the appointment letter and must be reasonable and enforceable. The level of insurance cover does not itself establish a contractual liability cap. Clause 1.04 applies in all cases.

13.02 Reports and advice are prepared for the identified client and agreed purpose. No duty of care to third parties is voluntarily assumed unless expressly agreed in writing, subject always to liabilities that cannot lawfully be excluded.

14. Notices

14.01 Contractual notices must be in writing and delivered to the addresses or email contacts stated in the appointment letter, unless a specific method is required by law or expressly agreed. Service of notices and other documents under the Party Wall etc. Act 1996 is governed by the Act and is not changed by these terms.

15. General

15.01 These Terms and Conditions, the individual Agreement for Appointment and the applicable Expenses Schedule together govern the contractual instruction. The individual Agreement for Appointment prevails in respect of expressly stated scope, rates, fixed fees, invoicing triggers, payment periods and other specifically agreed commercial arrangements.

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15.02 No contractual document overrides mandatory law or the independent statutory functions of a surveyor appointed under section 10 of the Party Wall etc. Act 1996.

15.03 The contract is governed by the law of England and Wales, subject to mandatory consumer protections.

15.04 Any purchase order, procurement conditions or other terms proposed by a client shall not vary the agreed contractual terms unless expressly accepted by SRL in writing. Where terms are disputed, the parties should resolve the inconsistency before work begins. This provision does not prevent a different agreement arising under applicable contract law through the parties' communications or conduct.

15.05 Mediation services provided by SRL as a mediator are excluded from these terms and will be governed by separate mediation terms and any mediation agreement.

16. Data Protection and Privacy

16.01 SRL will process personal data in accordance with applicable UK data protection law. Its separate Privacy Notice explains purposes, lawful bases, disclosures, retention and individual rights.

16.02 Where necessary and lawful, information may be shared with owners, appointed surveyors, professional advisers, insurers, regulators and service providers in connection with an instruction.

16.03 Information may be disclosed to owners, appointed surveyors, relevant professionals, insurers, regulators and service providers where necessary and lawful. The Company's separate Privacy Notice explains categories, lawful bases, recipients, retention, rights and contact details.

17. Confidentiality

17.01 SRL will keep non-public information obtained during an instruction confidential, except where disclosure is authorised, necessary to provide services, required by law or regulation, or appropriate to the proper discharge of statutory functions.

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17.02 Clients should identify particularly sensitive information. Confidentiality does not prevent communications required by the Party Wall etc. Act 1996 or professional duties.

18. Electronic Communications and Security

18.01 Routine contractual communications and documents may be exchanged electronically. Each party should use reasonable precautions and promptly report suspected misdirection or compromise.

18.02 Electronic contractual communications do not determine the validity of statutory service. Statutory notices and documents must be served in accordance with the applicable law.

18.03 This clause does not determine whether a statutory notice under the Party Wall etc. Act 1996 has been validly served; statutory service requirements must be met separately.

19. Consumer Rights and Cancellation

19.01 Nothing in these terms affects a consumer's mandatory rights, including rights under the Consumer Rights Act 2015.

19.02 Where distance or off-premises cancellation rules apply, SRL will provide the required pre-contract information and cancellation instructions. Any express request to start work during the cancellation period, and the potential lawful payment consequences of cancellation, will be separately recorded.

19.03 A separate consumer cancellation notice and early-start request form should be used where required.

20. Conflicts of Interest and Statutory Independence

20.01 SRL will assess actual or potential conflicts of interest in accordance with applicable professional requirements. Where a conflict cannot properly be managed, SRL may decline or cease an ordinary contractual instruction, subject to law.

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20.02 A surveyor appointed under section 10 of the Party Wall etc. Act 1996 acts independently in carrying out statutory functions. Neither an instructing owner nor a contractual fee arrangement may direct the surveyor's statutory judgment.

21. Records and Document Retention

21.01 SRL may securely retain correspondence, reports, drawings, photographs and related records for appropriate legal, regulatory, insurance and business purposes in accordance with its retention arrangements and Privacy Notice.

21.02 Retention periods and data-subject rights are described in the Privacy Notice; records will not necessarily be destroyed immediately upon completion of an instruction.

22. Third-Party Reliance

22.01 Unless expressly agreed in writing or required by law, SRL's contractual reports and advice are prepared for the named client and specified purpose and are not intended for reliance by third parties.

22.02 This does not affect the statutory effect of a Party Wall Award or liabilities that cannot lawfully be excluded.

23. Events Beyond Reasonable Control

23.01 Neither party is responsible for delay in ordinary contractual performance caused by events beyond its reasonable control, provided it takes reasonable steps to mitigate and informs the other party promptly.

23.02 This clause does not displace statutory duties, deadlines or rights.

end

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