

CONDITIONS OF ENGAGEMENT

SURVEYOR ACTING AS EXPERT WITNESS

In these Conditions, the Surveyor means **David C Cooper BA(Hons) BSc(Hons) MRICS**, the Client means **John Doe** the Appointer means **Jane Doe** the Property means 123 Letsbe Ave. Trumpton Hants. RU6 1US

1. The Surveyor will carry out such work as is reasonable in his professional judgement and will advise the Client as to his opinion of the subject matter.
2. The Surveyor will comply with the contents of the RICS Practice Statement and Guidance Note entitled "Surveyors acting as Expert Witnesses".
3. Expert evidence provided by the Surveyor must be, and must be seen to be, the independent product of the Surveyor. The Surveyor must also believe that the facts upon which he or she relies are complete, true and that his or her opinion is correct.
4. These conditions apply where the Surveyor is required to provide expert evidence (whether oral or in writing) which *may* be relied upon by any judicial or quasi-judicial body in the United Kingdom. For the avoidance of doubt, such bodies include courts, tribunals, committees, inspectors, adjudicators, arbitrators and independent experts (hereinafter described as a "judicial body"), but not mediators.
5. These conditions apply for the purpose of assisting the Client to decide whether to initiate or defend proceedings.
6. The Surveyor will advise the Client in writing if his advice or investigations would fall short of that necessary to enable evidence complying with the Practice Statement to be provided.
7. The Surveyor will comply with the Civil Procedure Rules (CPR) in those circumstances in which the CPR apply. The CPR are modified from time to time and the Surveyor will acquaint himself of changes which may affect him.
8. The primary and overriding duty of the Surveyor is to the judicial body to whom the evidence is given.
9. The duty is to be truthful as to fact, honest and correct as to opinion and complete as to coverage of relevant matters. The duty is the same if the Surveyor is giving evidence to a judicial body, whether or not on oath.
10. The Surveyor's evidence must be independent, objective and unbiased. In particular, it must not be biased towards the party who is responsible for instructing or paying the Surveyor. The evidence should be the same whoever is instructing the Surveyor or is paying for the evidence.
11. A copy of the Practice Statement is available to the Client upon request.
12. The Surveyor will confirm in writing if he proposes that any part of the assignment is likely to be undertaken by a person other than the individual Surveyor instructed.
13. The Surveyor's fees will be charged on a time basis as confirmed to the Client (or those instructing the Surveyor on the Client's behalf) on an hourly basis and shall be exclusive of out-of-pocket expenses, disbursements and VAT. Fee accounts shall be rendered at regular intervals, if necessary, and any changes to the stated hourly rate shall be notified to the Client (or those instructing the Surveyor) as soon as possible.
14. Unless otherwise stated, fee accounts shall be settled within 30 days from the date of the fee account.
15. Unless otherwise stated and agreed in writing between the Client and the Surveyor, the Client and the Appointer (if different) shall be jointly and severally responsible for payment of the Surveyor's fees and disbursements.
16. The Client and Appointer will pay to the Surveyor, if applicable, interest under The Late Payment of Commercial Debts (Interest) Act 1998 on all unpaid invoices or the Client and Appointer will pay to the Surveyor, at the Surveyor's sole discretion, simple interest at 1.5% per month (or part thereof) on all invoices which are unpaid after a period of 30 days from the date that the Surveyor sends an invoice to the Client or the Appointer, calculated from the expiry of such 30 day period together with the full amount of administrative, legal and other costs incurred in obtaining settlement of unpaid invoices.
17. The fees shall be payable in any event and shall not be dependent upon the advice given by the Surveyor at any stage either before, during or after the proceedings (if relevant) and, in particular, shall not be dependent upon the outcome of the proceedings.
18. Time spent travelling and waiting will, unless otherwise agreed in writing, be charged at the full hourly rate.
19. Disbursements mean the cost, reasonably incurred, of all photography, reproduction of drawings, diagrams and the like, printing and duplicating, telephone (including mobile), postage and all out-of-pocket expenses, including travel, subsistence and hotel accommodation and travelling and parking expenses.
20. Any alterations to the Surveyor's instructions shall be issued in writing to the Surveyor.

21. Unless requested otherwise, the Surveyor's written evidence will be addressed to the judicial body and not to the party from whom the Surveyor has received the instructions.
22. The Surveyor will notify those instructing him and, through legal representatives if any, other parties to the dispute and, where appropriate, the judicial body if after issue of the evidence the Surveyor identifies a material inaccuracy or changes his view of a matter material to his stated opinion.
23. The Surveyor will report any conflict of interest if the Surveyor has any doubt whatsoever in this respect.
24. Where the Appointer (as opposed to the Client) has appointed the Surveyor to provide advice and services, these conditions still apply.
25. The Client (or the Appointer, if relevant) will:-
 - (a) Provide timely, full and clear instructions in writing supported by good-quality copies of documents within his or her possession or arrange or ensure the provision of all these things;
 - (b) Deal promptly with every reasonable request by the Surveyor for authority, information and documents;
 - (c) Not settle alterations to the Reports of the Surveyor before they are submitted to the judicial body; and
 - (d) Where possible, at the Surveyor's request, arrange access to the property or properties relevant to the assignment in order that the Expert Surveyor can inspect them and make relevant enquiries.
26. For the avoidance of doubt, the Surveyor shall be entitled to charge fees (as hereinbefore defined) where, due to settlement of the dispute or any other reason not being the fault of the Expert Surveyor:-
 - (a) The Surveyor's time has been necessarily reserved for a specific hearing, meeting or other relevant engagement;
 - (b) Specific instructions have been given to the Expert Surveyor for an inspection and report, and
 - (c) The reservation of time is not required because the engagement has been cancelled or postponed and/or the instructions have been terminated.

Disputes

27. In the event of a dispute as to the amount of the Surveyor's fees, such sum as is not disputed shall be paid forthwith pending resolution of the dispute, irrespective of any set-off or counter-claim which may be alleged.
28. Any dispute relating to the quantum of the Surveyor's fees is required to be dealt with in accordance with the Complaints Procedure set out in the RICS Code of Conduct and should, in the first instance, be referred to the firm's Internal Complaints Procedure. A copy of the Surveyor's firm's Complaints Procedure will be provided upon request.