

# Terms and conditions of contract for land surveying services

3rd edition



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# Contents

<b>Introduction</b>	<b>1</b>	
<b>Terms and conditions</b>	<b>2</b>	
1	Definitions and interpretation	3
2	Sufficiency of quotation	3
3	Commencement of Work	3
4	Execution and completion of Work	3
5	Extension of time for completion of Work	4
6	Power to vary Work	4
7	Assignment or sub-contracting	4
8	Entry on to private property	4
9	Access for inspection	4
10	Payments	5
11	Insurance	5
12	Liability	5
13	Rights to terminate the Contract	5
14	Bankruptcy or liquidation	6
15	Force majeure	6
16	Copyright	6
17	Confidentiality	6
18	Contract governance	6
19	Complaints handling and disputes resolution	6
<b>User guidelines</b>	<b>7</b>	
1	Definitions and interpretation	7
2	Sufficiency of quotation	7
3	Commencement of Work	8
4	Execution and completion of Work	8
5	Extension of time for completion of Work	8
6	Power to vary Work	8
7	Assignment or sub-contracting	8
8	Entry on to private property	9
9	Access for inspection	9
10	Payments	9
11	Insurance	9
12	Liability	10
13	Rights to terminate the Contract	10
14	Bankruptcy or liquidation	11
15	Force majeure	11
16	Copyright	11
17	Confidentiality	12
18	Contract governance	12
19	Complaints handling and disputes resolution	12

Appendix 1: Terms and conditions – short version	13
Appendix 2: Quick specification for topographic and measured building surveys	17
Appendix 3: Sample measured survey specification	19

# Introduction

This 2009 third edition of *Terms and Conditions of Contract for Land Surveying Services* is an updated version of the 2003 second edition.

The need to update the earlier document has been used as an opportunity to prepare an international product for use in the provision of Land Surveying Services and to include updates on recent legislation and copyright advice. It has been structured to include the main contractual terms and conditions necessary for survey contracts, with the primary intended users being small to medium sized projects. Professional land surveyors should give due consideration to contractual fitness for purpose, and should remember that some larger contracts may require more complex general contract documents.

Where possible, these Terms should be used un-amended. The international nature of the document does lend itself to potential translation into the language of the user and client. These Terms can also be used with additional Terms which could expand one or more of the Clauses. For example, there are no detailed clauses relating to stage or progress payments, because these are likely to be specific to individual contracts.

The Terms may be included by the Client in the invitation to tender or may be introduced by the Surveyor in the absence of any other Terms. The Clauses have been drafted to be as concise as possible, to enable the Terms to fit onto a single side of A4 paper in a clearly readable typesize (see Appendix 1). The Terms are self-contained but should be read in conjunction with the User Guidelines, which provide a clear indication of 'good practice'.

The Terms do not contain reference to any specific legal requirements, hence they could be easily adapted by modifying Clauses for use in any country. It is recommended that their use with modifying Clauses be introduced in the following way:

‘The Terms and Conditions of Contract shall be the RICS Terms and Conditions of Contract for Land Surveying Services, modified by the following Clauses:

These Clauses amend the Terms:

These Clauses add to the Terms:

This document is divided into two sections, the Terms and Conditions and the User Guidelines.

The purpose of the Guidelines is to provide a more detailed explanation of why the Term or Condition is required and the purpose for which it is included. This will assist the Client to provide the necessary information needed at tender time and highlight in advance areas where conflict might subsequently arise when the time comes to pay for the service provided.’

**It should be noted that the User Guidelines are intended to form a precedent for any legal interpretation of the Terms.**

Both Client and Surveyor would need to show that they had acted within the Guidelines before they could claim to be acting ‘reasonably’ in any dispute. By

setting out the intents within the User Guidelines it would be difficult for either party to argue that they had assumed something different, unless they had made that clear in writing from an early stage.

The Guidelines have been prepared in a manner which will enable their easy use throughout the world.

# Terms and conditions

The Terms and Conditions should be read in conjunction with the User Guidelines.

## 1 Definitions and interpretation

In these Terms and Conditions the following words and expressions shall have the following meanings:

- The 'Client' means the person or organisation awarding the Contract. An Agent acting for a Third Party shall be deemed to be the Client unless otherwise designated in writing by the Third Party.
- The 'Contract Price' means the agreed fee or scale of charges for the Work, subject to such alterations as may be made under the provisions hereinafter contained.
- The 'Contract' means the agreement concluded between the Client and the Surveyor, including these Terms and Conditions, all Specifications and other documents which are relevant to the Contract.
- The 'Surveyor' means the business whose quotation for the Work is accepted by and on behalf of the Client and includes the Surveyor's successors and permitted assigns.
- The 'Work' means the surveying, mapping, setting out or any other service to be executed and all supporting Plans to be produced and supplied by the Surveyor in accordance with the Specification and includes any additional work requested by the Client under clause 6.
- The 'Purpose' means the use for the Work as stated in the Contract.
- The 'Quotation Period' means the period of time between the Surveyor receiving an invitation from the Client to provide a quotation for the work and the date by which the Surveyor must submit his quotation. •
- The 'Plans' means the drawings, digital data, photographs, listings, reports or any other supporting documentation.

## 2 Sufficiency of quotation

In so far as is reasonably possible during the Quotation Period, the Surveyor shall be deemed to be satisfied before submitting the quotation as to the nature and requirements of the Work, the conditions under which the Work will be completed and the correctness and sufficiency of the quotation.

The several documents forming the Contract are to be taken as mutually explanatory of each other and in cases of discrepancy the Specification shall prevail.

The Client warrants that all relevant information has been provided regarding the nature and scope of the Work and any unusual conditions which may apply.

## 3 Commencement of Work

The Surveyor shall not be obliged to commence the Work until requested in writing to do so by the Client. Once Work has commenced the Client shall not

cancel the Contract without compensating the Surveyor in full for the Work done to notification of cancellation together with a payment of 20 per cent of the Contract Price remaining.

#### **4 Execution and completion of Work**

The Surveyor shall execute and complete the Work in conformity with the Specification and the delivery dates agreed. The Surveyor shall supply and provide for all matters necessary for the completion of the Work at the expense of the Surveyor except as specifically provided for in this Contract. Effective delivery shall be delivery to the Client or, by instruction, to a Third Party. Where delivery is refused or where the Surveyor is unable to deliver due to circumstances beyond his control, the Surveyor is entitled to treat the Contract as being fulfilled and invoice the Client accordingly. Work which the Client reasonably considers fails to meet the standards contained in the Specification shall be returned to the Surveyor within 60 days of receipt for correction at the Surveyor's own expense. If such Work is found, on being checked by the Surveyor, to be within the standards specified then the costs incurred by the Surveyor in checking shall be payable by the Client.

#### **5 Extension of time for completion of Work**

The Work shall be completed in accordance with the agreed programme and dates or within such time as may be agreed with the Client. Any request by the Surveyor for extension of time shall be made in writing to the Client within seven days of the Surveyor being aware of such need arising.

#### **6 Power to vary Work**

The Client may vary the Work either in form, quality or quantity provided that the total cost of the Contract is not affected by more than 10 per cent. Such variations shall be valued at the rates set out in the Contract where applicable or failing this at new rates to be agreed between the parties. Where variations to the Work would affect the total cost by more than 10 per cent, the Contract Price shall be renegotiated at the request of the Surveyor.

#### **7 Assignment or sub-contracting**

The Surveyor may sub-contract part of the Work, whilst accepting full responsibility for the Work as if it had not been sub-contracted.

#### **8 Entry on to private property**

Where it is necessary for the Surveyor to have access on to private property the Client will be responsible for obtaining any necessary permissions. The Client will also furnish the Surveyor with a list of the occupiers and any letters of identification which may be needed.

#### **9 Access for inspection**

The Client may at any reasonable time examine or test any part of the Work or materials intended for use therein and the Surveyor shall give every reasonable facility and assistance necessary. The cost of making any test and/or facilities and assistance provided shall be borne by the Client.



## **10 Payments**

Invoices may be submitted by the Surveyor to the Client at not less than monthly intervals for completed stages of the Work. Payment will be made within 30 days of the date of invoice. The Surveyor may charge interest at a rate of 4 per cent over Base Lending Rate per month, on a daily basis on overdue accounts without further notice. Only the final payment shall be taken as admission of the due performance of the Contract. Surveyors should also refer to the provisions within their relevant national legislation. In the UK, the terms for late payments are set out within the late Payment of Commercial Debts (Interest) Act 1999 ([http://www.opsi.gov.uk/ACTS/acts1998/ukpga\\_19980020\\_en\\_1](http://www.opsi.gov.uk/ACTS/acts1998/ukpga_19980020_en_1)).

## **11 Insurance**

The Surveyor shall hold or effect policies of insurance to cover Public Liability for not less than (£1M), Employer's Liability for not less than (£10M) and Professional Indemnity Insurance with cover to be in compliance with the regulations laid down by RICS. The Surveyor shall insure the Plans against all risks whilst in transit, digital or hardcopy, until effective delivery to the Client.

The surveyor shall not be responsible for the insurance of Work installed in or on property under the control of the Client.

## **12 Liability**

The Surveyor shall not be liable for any inaccuracy of the Plans beyond the specified scale or accuracy, or for any matters resulting from their use for purposes other than that stated in the Contract. No liability shall attach to the Surveyor in respect of any consequential loss or damage suffered by the Client.

## **13 Rights to terminate the Contract**

Should the Surveyor be in breach of the Contract the Client may serve written notice on the Surveyor specifying the breaches of Contract and requiring them to be remedied within 30 days. Failing such remedy the Client may terminate the Contract by serving written notice to that effect on the Surveyor. The Client may decide to use only so much of the Work, upon payment to the Surveyor of such fees as they shall agree.

In the event of the Client failing to provide such matters as agreed in the Contract the Surveyor shall be entitled to an extension of the Contract period for any consequent delay and to payment for any additional costs that the Surveyor may reasonably incur.

In the event of the Client failing to make payments by the due date the Surveyor shall have the right to suspend the Work until receipt of such payments and to receive payment for any additional cost arising from such suspension. If such period of suspension shall exceed 30 days the Surveyor may, on giving the Client 14 days' notice, terminate the Contract without prejudice to any of his other rights under the Contract and be entitled to the compensation laid down in clause 3.

## **14 Bankruptcy or liquidation**

If either party commits an act of bankruptcy or has a Receiving Order made against them the Work may be suspended and the Contract terminated upon written notice being served.

## **15 Force majeure**

The Surveyor shall not be liable for any failure to perform the Work either at all or within any particular time if performance is delayed, hindered or prevented by any circumstances beyond the Surveyor's control. After a period of seven days from the start of such circumstances either party may give notice to determine the Contract forthwith. The Client shall pay the Surveyor for the Work undertaken together with such additional costs to which the Surveyor has been committed or might reasonably have incurred.

## **16 Copyright**

The copyright and any other Intellectual Property Rights (IPR) in the Plans shall remain vested in the Surveyor who will grant an irrevocable royalty-free licence for use by the Client for any purpose related to the Purpose once payment has been received in full.

Such licence may not be transferred to a Third Party without the written agreement of the Surveyor. The Surveyor may provide Plans prior to the issue of an invoice, under a temporary licence arrangement. The Client shall not remove any markings identifying the Surveyor as the owner of the Copyright.

## **17 Confidentiality**

The Surveyor shall respect any confidential documentation or information relating to the Work and make no unauthorised disclosure or use thereof.

## **18 Contract governance**

The Contract shall be governed by and construed according to the law of the Country of Domicile of the party introducing these Conditions into the Contract.

## **19 Complaints handling and disputes resolution**

Chartered Surveyors and firms regulated must operate an agreed internal complaints handling procedure (CHP), which applies to all complaints. RICS also sets a minimum standard of complaints handling, as laid out in its regulations. Complaints will be considered by a senior member of the firm or a designated complaints handler; if the complaint cannot be resolved it will be referred to an independent redress scheme such as the ombudsman. There are a number of redress schemes and the firm's CHP must give details of the redress scheme to which it refers complaints.

Surveyors who are members of other professional bodies will be required to operate such procedures as may be laid down by those bodies.

## User guidelines

The User Guidelines should be read in conjunction with the Terms and Conditions.

### 1 *# Definitions and interpretation*

In many cases a survey will be commissioned by the Engineer or the Architect and the payment will eventually be made by a Third Party Client. At the time when the survey is carried out the Surveyor often does not know who the final client will be. (There may be situations where the instructing Agent does not know the identity of the ultimate Client.) In order that the Surveyor may have redress for any non payment for the work the Contract must be with the person instructing the work.

IT IS NOT APPROPRIATE for the Surveyor to be told the identity of the intended settlor of the fee after the invoice becomes overdue for payment. The Contract Price may be a fixed price quotation, may consist of a Bill of Quantities or may be a Schedule of Rates. It is subject to alterations which may arise from a change in the Work, in accordance with clause 6, or from the failure of the Client to supply certain services or goods which were included within the Specification. It excludes Value Added Tax or the Local Purchase Tax unless such Tax must, by Law, be included within the quoted Price.

The Contract agreement may be made formally in writing or may be implicit in the acceptance by the Client of the Surveyor's arrival on site to commence work or by acceptance of the Plans. This latter situation is most likely to arise where the Surveyor already holds information and the Work consists of supplying part or all of that information in a form hitherto unreleased. The Work consists of all the products or service activities provided under the Contract. As well as the obvious products of maps, plans and digital data it may also include the provision of photographs, video tape, reports and other items specifically requested within the Specification.

Work may also include the provision of labour as part of managerial, supervision or setting-out activities. Within the Terms and Conditions the word 'Plans' is used as a short form to describe any and all of the product, whether printed or in digital format.

### 2 *# Sufficiency of quotation*

The timescale imposed by the Client may limit the investigations the Surveyor can make during the preparation of the tender. The complexity of the work and the distance it is situated from the Surveyor's Office will affect the thoroughness with which the tender can be prepared. In many cases it is not viable for the Surveyor to visit the site and the quotation must be prepared on the basis of the Client-supplied information. The Client may consider enclosing additional background information with the tender documents, in the form of site photographs or a report summarising the Client's own site notes. It is in the Client's best interest to ensure that the Surveyor is fully briefed, since this may materially affect the quality of the final product. In addition, the withholding of relevant information by the Client may immediately generate a claim for additional costs from the Surveyor.

The quotation may place reliance on information, drawings, design or other data supplied by the Client. In the event of significant inaccuracy or omission coming to light after the acceptance of the quotation then these may be considered variations to the Work.

The Client should be careful when using generalised Specifications to ensure there is not a conflict between such Specification and the specific requirements of the Contract. As an example, it is common for the general Specification to request information at one scale whilst elsewhere in the text the Client asks for a different scale.

### **3 # Commencement of Work**

In preparing to carry out the Work the Surveyor will have incurred significant expenditure in relation to the overall Contract value. If the Work is cancelled after award of the Contract this clause provides compensation to the Surveyor for such preparations and for the subsequent disruption to the business, in addition to payment for the Work actually undertaken. The compensation element decreases with the amount of Work carried out.

### **4 # Execution and completion of Work**

The Surveyor's quotation is expected to include all necessary costs that may be incurred in completing the Work within the required timescale. Certain items may be specifically excluded because the Client cannot determine the requirement at the time of Quotation or may be making provision for the supply of such items direct to the Surveyor. An example would be the provision of transport or accommodation.

If, for any reason outside the Surveyor's control, the Surveyor is not able to deliver the finished Work then the Surveyor will invoice for the Work and retain the Work for collection by the Client. Costs incurred by the Surveyor in subsequently delivering to the Client's instructions are additional to the Contract Price.

If the Client considers that any part of the Work does not meet the specified standards then the Surveyor should be notified as soon as possible and the Work should be returned to the Surveyor within a reasonable period of time, for rectification at no cost to the Client. The Surveyor may be able to provide adequate information for the Client to undertake a minor rectification without return of the Work. Unnecessary return of the Work should be avoided, since the Surveyor will incur considerable cost in checking and these costs may be passed back to the Client if the rejection of the Work is shown to have been unreasonable.

### **5 # Extension of time for completion of Work**

This clause is self-explanatory.

### **6 # Power to vary Work**

Small variations to the Work may frequently arise and are covered by this clause. The cost of substantial alterations may not be directly proportional and such situations will require that the price (contract price) or rates are renegotiated. There may be a fixed overhead of preparatory work which would not reduce with a lower work content. Equally, an increase in work content could result in the need for more extensive controls which would increase the cost disproportionately.

### **7 # Assignment or sub-contracting**

Unless there is a specific reason for the Client to know the identity of the firm undertaking the Work the Surveyor is allowed to make arrangements for

another party to carry out part or all of the Work. The Surveyor is responsible for the Work carried out in such manner and would be expected to provide all ancillary information and assistance to the Client as if the Work had been carried out in its entirety by the Surveyor. The Surveyor may therefore need to ensure that the other party provide more information than is strictly necessary under the Contract and would need to ensure the adequate preservation of essential record information needed.

#### **8 # Entry on to private property**

A significant loss of time can occur if the owners of private property which must be entered are not aware that the survey is being undertaken. Failure to inform the owners at the time of survey may also create difficulties for the Client during later negotiations.

If the Surveyor is unable to obtain access at the time of the initial visit an additional cost may be incurred. Although it is primarily the Client's obligation to complete all relevant access permissions to private property, it is also in the Surveyor's professional interests to be aware of relevant legislation and procedures such as those contained with the Access to Neighbouring Land Act 1992 in the UK ([http://www.opsi.gov.uk/Acts/acts1992/ukpga\\_19920023\\_en\\_1](http://www.opsi.gov.uk/Acts/acts1992/ukpga_19920023_en_1))

#### **9 # Access for inspection**

The Client may wish to test materials which will be installed as part of permanent control or monitoring systems or which will be used as a base material for the product. The testing may also be in the form of a check survey for part of the Work. The purpose of such testing is often to satisfy the Client at an early stage that the Work is proceeding to Specification, before the Surveyor has incurred too much expenditure. The results of such inspection may prompt the Client to amend the Specification and to vary the Work in accordance with clause 6.

#### **10 # Payments**

This is a generalised clause, provided to ensure that there is an agreed basis for payments to be made. In some cases it may be modified to meet with the Client's standard procedures for certifying work and making payments. Payment is to be made within 30 days of the invoice. Any alteration required to the invoice with respect to the amount or to the addressee must be agreed with the Surveyor within that period, otherwise the Client is liable to pay interest on the overdue account.

An invoice may cover work in progress and not yet released to the Client. Interim payments do not signify that the Client has accepted such work. Only the final payment is an admission of the due performance of the Contract, subject to the 60-day rule of clause 4.

#### **11 # Insurance**

The cover levels for Professional Indemnity Insurance are underlined with the RICS PII regulatory fact sheet ([http://www.rics.org/NR/rdonlyres/404C89E6-B29D-4D62-8C0E-316957DC0510/0/PolicySheet\\_ProfessionalIndemnity.pdf](http://www.rics.org/NR/rdonlyres/404C89E6-B29D-4D62-8C0E-316957DC0510/0/PolicySheet_ProfessionalIndemnity.pdf)) and should be amended to the levels required by national law. An amending clause should be appended. Chartered Surveyors are required by RICS

Regulation under **Rule 9** that ‘a Firm shall ensure that all previous and current professional work is covered by adequate and appropriate professional indemnity insurance cover which meets standards approved by the Regulatory Board’.

The Surveyor has an obligation to ensure safe delivery of the Plans to the Client. In the case of site Works the Surveyor does not have control of the site and cannot therefore take final responsibility for the safety of any Work placed on the site. Responsibility for survey stations, markers, profiles and similar items is the responsibility of the Client, who does have control over the site.

## 12 # *Liability*

Traditionally, surveyors will depict detail correct to within 0.3 mm at the plotted scale. Point objects are normally depicted if they are larger than 1 mm at the plotted scale. When the Work is undertaken the Surveyor will consider the end use of the Work and the accuracy or scale requested and will generalise or omit detail accordingly. Detail will be accurate in accordance with the scale specified, no matter what size the print is made. Such decisions will not materially affect the use of the Plans for the purpose intended, but it may be inappropriate to make use of the Plans for other purposes, without first consulting with the Surveyor. Particular care needs to be taken by the Client when digital data is provided, since this may be artificially enlarged – but surveyed data will remain true to its original field survey accuracy constraints.

The survey needs of the project must be properly assessed (see Appendix 2). If one aspect requires a significantly higher accuracy then this should be separately specified as an enhanced accuracy area, with the remainder kept to the general scale required. Specification of plotting scale will help control the amount and complexity of text displayed. If there is any doubt, a chartered surveyor should be consulted.

Every piece of measuring equipment needs regular attention to make sure that it stays accurate and precise. Ensuring that all surveying throughout the project is to the necessary accuracy standards is a cost effective way of ensuring smooth project progress. A clear statement from the surveyor of the considered accuracy required, what can be achieved and proof that the equipment will help both the client and Surveyor reach a mutually agreeable, deliverable and cost effective understanding.

A more comprehensive overview may be read in the RICS client guides, *Reassuringly Accurate – a client guide to calibration* and *Scale – Once it’s digital isn’t everything full size? A guide on not tripping up over step changes in scale*. Both client guides are available at [www.rics.org/mapppp](http://www.rics.org/mapppp).

## 13 # *Rights to terminate the Contract*

One or other party may fail to keep to the Contract and this clause provides for the termination of the Contract. Where the Work is only partially complete then it may be impractical for the Client to use all or any of the available material. The cost of using partially complete work may be greater than the cost which would be incurred by recommissioning the Work from another party. The Client can negotiate appropriate fees with the Surveyor for the use of such Work as the Client may decide.



In order to carry out the Work efficiently the Surveyor needs to be provided with any materials, information or other matters contained in the Contract in good time, so as not to cause delays to the Work.

There is no requirement for the Surveyor to continue to work on the Contract if due payments are not being made. The Client has to pay any additional costs resulting from such a suspension of the Work. If payments are not made within a reasonable time then the Surveyor may consider that the Contract has been terminated.

**14 # *Bankruptcy or liquidation***

This clause is self-explanatory. RICS firms are required to ensure that they are solvent.

**15 # *Force majeure***

The Surveyor may be unable to complete the Work due to matters outside the Surveyor's control. Such matters include (but are not limited to) war, natural emergency, changes to Government regulations, riots, industrial disputes and acts of God. Withdrawal of third party permissions may also inhibit the Surveyor's ability to complete the Work. The Client shall provide for payment of the Work carried out by the Surveyor up to the time of determination, together with the costs of materials and services for the Work for which the Surveyor has a legal liability to accept. Such materials and service would become the property of the Client. The Surveyor will face additional costs due to the disruption of business and other costs already incurred in the expectation of completing the Work.

In general, clause 3 provides a suitable method of settling such costs easily, except where use of that clause would result in an obvious imbalance of payment.

**16 # *Copyright***

Under the Berne Convention and subsequent revisions copyright would generally belong to the supplier of the work. This is the basis for this clause. Where specific circumstances apply under law, such as Federal or Crown Copyright, then the clause would be omitted or amended. Information provided under clause 17 may also affect copyright considerations.

Upon payment of all invoices due the Client is permitted to freely use the Plans for any purpose connected with the Work and to distribute copies as required to other consultants or contractors actively involved in the project for which the Work was undertaken. There is no automatic right of transfer of the licence if the project is passed on or sold to a third party. In the event of the Client committing an act of bankruptcy or having a Receiving Order made against him the licence would cease. Any third parties using copies of the Plans would need to negotiate a new agreement with the Surveyor.

In general the Client will wish to use the information supplied by the Surveyor as soon as it becomes available. To avoid a breach of copyright prior to payment of the invoice the Surveyor will generally grant a temporary licence for a period of 30 days from issue of invoice. The Surveyor may consent to issue an extended licence for a given period, but the Client would expect to pay a fee for this licence. Such fee would typically be at a rate of 10 per cent of the invoice value for a three month licence.

**17 # Confidentiality**

In order to carry out the work satisfactorily the Surveyor will often be provided with confidential information relating to the site of the work or the use of the work. The Surveyor should not pass on such information to other parties without authorisation. The requirement to provide insurance implies that such information as is necessary can be passed on to the Surveyor's insurance company without an explicit permission from the Client.

**18 # Contract governance**

Where the Client includes these 'Terms and Conditions' in the Contract then the law of the Client's Country of Domicile, or such other country as the Client may write into the Contract, shall apply. Where no Terms and Conditions are included and these Terms are introduced by the Surveyor then it shall be the law of the Surveyor's Country of Domicile which applies.

**19 # Complaints handling and disputes resolution**

RICS and many other professional bodies lay down minimum standards for complaints handling. Where the Surveyor does not have a partner or director belonging to an appropriate professional body such standards can only be enforced if the Client introduces a suitable clause into the Contract.

Every firm that is regulated by RICS must have a Complaints Handling Procedure (CHP) in place and the firm should have told you about it in its terms and conditions of engagement. CHPs are able to deal with complaints about a firm or member's services or where a claim for compensation is involved. RICS sets a minimum standard of complaints handling, as laid out in its '2007 Rules of Conduct for Firms' and '2007 Rules of Conduct for Members'. If the complaint cannot be resolved internally by the firm then the matter must go to final resolution by an independent redress scheme such as an ombudsman (see below). There are a number of redress schemes and the firm's CHP must give details of the redress scheme to which it refers complaints so that you know where to take your complaint. RICS has also set up a Surveyors Ombudsman Service (SOS). This service is approved by the Office of Fair Trading (OFT) and operates as an independent entity. See <http://www.surveyors-ombudsman.org.uk/>.

Surveyors who are members of other professional bodies will be required to operate such procedures as may be laid down by those bodies.

A more comprehensive overview may be read in the RICS client guidance notes 'How complaints to RICS firms are dealt with' and 'How to complain about an RICS member or firm'. More information on 'Regulated by RICS' can be found at <http://www.rics.org/regulated/index.html>.



# Appendix 1

## Terms and Conditions – Short Version

**The Terms and Conditions should be read in conjunction with the Guidelines.**

- 1 In these Terms and Conditions the following words and expressions shall have the following meanings:
  - The ‘Client’ means the person or organisation awarding the Contract. An Agent acting for a Third Party shall be deemed to be the Client unless otherwise designated in writing by the Third Party;
  - The ‘Contract Price’ means the agreed fee or scale of charges for the Work, subject to such alterations as may be made under the provisions hereinafter contained;
  - The ‘Contract’ means the agreement concluded between the Client and the Surveyor, including these Terms and Conditions, all Specifications and other documents which are relevant to the Contract;
  - The ‘Surveyor’ means the business whose quotation for the Work is accepted by and on behalf of the Client and includes the Surveyor’s successors and permitted assigns;
  - The ‘Work’ means the surveying, mapping, setting out or any other service to be executed and all supporting Plans to be produced and supplied by the Surveyor in accordance with the Specification and includes any additional work requested by the Client under clause 6;
  - The ‘Purpose’ means the use for the Work as stated in the Contract;
  - The ‘Quotation Period’ means the period of time between the Surveyor receiving an invitation from the Client to provide a quotation for the work and the date by which the Surveyor must submit his quotation;
  - The ‘Plans’ means the drawings, digital data, photographs, listings, reports or any other supporting documentation.
- 2 In so far as is reasonably possible during the Quotation Period, the Surveyor shall be deemed to be satisfied before submitting the quotation as to the nature and requirements of the Work, the conditions under which the Work will be completed and the correctness and sufficiency of the quotation.

The several documents forming the Contract are to be taken as mutually explanatory of each other and in cases of discrepancy the Specification shall prevail.

The Client warrants that all relevant information has been provided regarding the nature and scope of the Work and any unusual conditions which may apply.
- 3 The Surveyor shall not be obliged to commence the Work until requested in writing to do so by the Client. Once Work has commenced the Client shall not cancel the Contract without compensating the Surveyor in full for

- the Work done to notification of cancellation together with a payment of 20 per cent of the Contract Price remaining.
- 4 The Surveyor shall execute and complete the Work in conformity with the Specification and the delivery dates agreed. The Surveyor shall supply and provide for all matters necessary for the completion of the Work at the expense of the Surveyor except as specifically provided for in this Contract. Effective delivery shall be delivery to the Client or, by instruction, to a Third Party. Where delivery is refused or where the Surveyor is unable to deliver due to circumstances beyond his control, the Surveyor is entitled to treat the Contract as being fulfilled and invoice the Client accordingly. Work which the Client reasonably considers fails to meet the standards contained in the Specification shall be returned to the Surveyor within 60 days of receipt for correction at the Surveyor's own expense. If such Work is found, on being checked by the Surveyor, to be within the standards specified then the costs incurred by the Surveyor in checking shall be payable by the Client.
  - 5 The Work shall be completed in accordance with the agreed programme and dates or within such time as may be agreed with the Client. Any request by the Surveyor for extension of time shall be made in writing to the Client within seven days of the Surveyor being aware of such need arising.
  - 6 The Client may vary the Work either in form, quality or quantity provided that the total cost of the Contract is not affected by more than 10 per cent. Such variations shall be valued at the rates set out in the Contract where applicable or failing this at new rates to be agreed between the parties. Where variations to the Work would affect the total cost by more than 10 per cent, the Contract Price shall be renegotiated at the request of the Surveyor.
  - 7 The Surveyor may sub-contract part of the Work, whilst accepting full responsibility for the Work as if it had not been sub-contracted.
  - 8 Where it is necessary for the Surveyor to have access on to private property the Client will be responsible for obtaining any necessary permissions. The Client will also furnish the Surveyor with a list of the occupiers and any letters of identification which may be needed.
  - 9 The Client may at any reasonable time examine or test any part of the Work or materials intended for use there in and the Surveyor shall give every reasonable facility and assistance necessary. The cost of making any test and or facilities and assistance provided shall be borne by the Client.
  - 10 Invoices may be submitted by the Surveyor to the Client at not less than monthly intervals for completed stages of the Work. Payment will be made within 30 days of the date of invoice. The Surveyor may charge interest at a rate of 4 per cent over Base Lending Rate per month, on a daily basis on overdue accounts. Only the final payment shall be taken as admission of the due performance of the Contract. Surveyors should also refer to the provisions within their relevant national legislation. In the UK, these terms are set out within the late Payment of Commercial Debts (Interest) Act 1999 ([http://www.opsi.gov.uk/ACTS/acts1998/ukpga\\_19980020\\_en\\_1](http://www.opsi.gov.uk/ACTS/acts1998/ukpga_19980020_en_1)).
  - 11 The Surveyor shall hold or effect policies of insurance to cover Public Liability for not less than (£1M), Employer's Liability for not less than (£10M) and Professional Indemnity with cover to be in compliance with the regulations laid down for the time being by the national Professional

Body. The Surveyor shall insure the Plans against all risks whilst in transit, digital or hardcopy, until effective delivery to the Client. The surveyor shall not be responsible for the insurance of Work installed in or on property under the control of the Client.

- 12 The Surveyor shall not be liable for any inaccuracy of the Plans beyond the specified scale or accuracy, or for any matters resulting from their use for purposes other than that stated in the Contract. No liability shall attach to the Surveyor in respect of any consequential loss or damages suffered by the Client.
- 13 Should the Surveyor be in breach of the Contract the Client may serve written notice on the Surveyor specifying the breaches of Contract and requiring them to be remedied within 30 days. Failing such remedy the Client may terminate the Contract by serving written notice to that effect on the Surveyor. The Client may decide to use only so much of the Work, upon payment to the Surveyor of such fees as they shall agree. In the event of the Client failing to provide such matters as agreed in the Contract the Surveyor shall be entitled to an extension of the Contract period for any consequent delay and to payment for any additional costs that the Surveyor may reasonably incur.  
  
In the event of the Client failing to make payments by the due date the Surveyor shall have the right to suspend the Work until receipt of such payments and to receive payment for any additional cost arising from such suspension. If such period of suspension shall exceed 30 days the Surveyor may, on giving the Client 14 days' notice, terminate the Contract without prejudice to any of his other rights under the Contract and be entitled to the compensation laid down in clause 3.
- 14 If either party commits an act of bankruptcy or has a Receiving Order made against them the Work may be suspended and the Contract terminated upon written notice being served.
- 15 The Surveyor shall not be liable for any failure to perform the Work either at all or within any particular time if performance is delayed, hindered or prevented by any circumstances beyond the Surveyor's control. After a period of seven days from the start of such circumstances either party may give notice to determine the Contract forthwith. The Client shall pay the Surveyor for the Work undertaken together with such additional costs to which the Surveyor has been committed or might reasonably incur.
- 16 The copyright and any other Intellectual Property Rights in the Plans shall remain vested in the Surveyor who will grant an irrevocable royalty-free licence for use by the Client for any purpose related to the Purpose once payment has been received in full. Such licence may not be transferred to a Third Party without the written agreement of the Surveyor. The Surveyor may provide Plans prior to the issue of an invoice, under a temporary licence arrangement. The Client shall not remove any markings identifying the Surveyor as the owner of the Copyright.
- 17 The Surveyor shall respect any confidential documentation or information relating to the Work and make no unauthorised disclosure or use thereof.
- 18 The Contract shall be governed by and construed according to the law of the Country of Domicile of the party introducing these Conditions into the Contract.

Surveyors who are partners or directors in firms providing surveying services must operate an internal complaints handling procedure, which applies to

disputes less than £50,000, under the RICS Bye-Laws. RICS also sets a minimum standard of complaints handling, as laid out in its Professional Conduct – Rules of Conduct and Disciplinary Procedures. If the complaint cannot be resolved internally by the firm then the matter must go to final resolution by a third party.

Surveyors who are members of other professional bodies will be required to operate such procedures as may be laid down by those bodies.

# Appendix 2

## Quick specification for topographic and measured building surveys

This quick reference Specification Sheet, summarising the full RICS Guidance (Measured surveys), is intended for use on small or straightforward schemes. The specifier should tick the requirement(s) needed in each subject category. Where no item is selected for a particular category, the surveyor will assume that there is no requirement. Additional information, where necessary, should be provided in a covering letter.

Clause	Subject	Choices					
1.1	project information						
1.1.2	Client						
1.1.3	Contact and telephone						
1.2	Survey extent	Location plan attached	Textual description	Proposals plan	(Indicate items supplied by specifier)		
1.3	Scale(s) 1:	50	100	200	500	other	
2.1	Plan control grid	Local grid	Site plan grid	Based on national grid*			
2.2	Level datum	GPS derived national datum	Benchmark derived national datum	Site datum	Local datum		
2.3	Detail survey	Boundaries	Outline	Full detail	(see also section 4, 'Buildings')		
2.4	Trees	Foliage lines	Trunk over 0.15m dia.	All trees			
2.5	Height information	Spot heights	Contour interval	Road section spacing			
3	Underground services	Cover position	Cover level	Invert pipe size			
4	Buildings external	Outline	Full	Footprint	Eaves/ridge	Elevations	
4.1	Buildings internal	Ground floor	All floors	Roof	Sections		
5.1	Plan reproduction	Final drawings	Proof plots	Survey report			
5.2	Digital data	State format					
5.6	Computer media	Internet download	Email	Portable hard drive	CD/DVD	Other	
	Comments						
* Scale factor applies							

# Appendix 3

## Sample measured survey specification

### *Acacia Avenue Development*

#### Topographical survey specification

**Extent.** The area to be surveyed is that outlined on the OS map extract attached to your email dated 16 January 2009.

**Control.** Permanent stations, supplemented where necessary by temporary marks, will be placed around the site to provide a controlling framework for the survey and subsequent work. Stations will be coordinated to UKNG (subject to satisfactory GPS reception) and levelled relative to Ordnance Datum.

**Features to be shown.** The position of the following be surveyed:

- Boundaries with height, type, etc. identified
- Permanent buildings (footprint)
- Road kerb lines and street furniture
- Paths and hard-standings
- Individual significant trees (plotted to scale with common name shown) .
- Extent of canopy of groups of trees, shrubs and hedges
- Overhead wires and surface indications of underground services
- Drainage manholes and inspection chambers, gullies, etc.
- Banks and retaining walls
- Ditches, ponds, streams, etc.
- Other relevant detail

**Levels.** Levels will be taken as necessary to show significant changes of slope, or at nominal 5 metre intervals where no obvious variations occur. Manhole and Inspection Chamber cover and invert levels will be obtained where possible, as will ridge and eaves heights of relevant buildings on or around the site.

**Computer files.** The survey will be presented in Autocad LT2000 DWG format.

**Drawings.** The survey can also be plotted at suitable scale, on A1 sized sheets, if required.

**Photographs.** Digital photography of the site and any notable features can be provided, if required.

**Programme.** Fieldwork is expected to take one day, with a similar period necessary for completion of processing. Currently, we can commence on site within about ten days of receiving your instruction to proceed.

**Personnel.** The survey will be undertaken by qualified and experienced surveyors.

**Equipment.** Standard electronic surveying instruments and GPS will be used.

**Health & Safety.** We have visited the site and identify the potential hazards as:

- Working in proximity to the highway (moving traffic, interference by/with the public).
- Lifting (MH, IC covers) injuries.
- General slipping, tripping and other environmental risks.

Suitable measures, including due diligence, use of Personal Protective Equipment (PPE) and appropriate signage, and compliance with our own safety, and health and hygiene rules will be employed to minimise danger from these risks.

**Environment.** Our work will not significantly affect the existing environmental conditions of the site.

**Quality Assurance.** We operate a fully documented formal Quality Management system prepared in accordance with BS5750 Part 1, and the Quality Assessment Schedule for Land Survey work. We also comply with the RICS procedures for complaint resolution.

**Insurance.** We maintain continuous Professional Indemnity and Public Liability insurance.

**Payment.** Invoices are issued upon completion of work, or monthly where projects are of longer duration. Full payment is required within 28 days of invoice date.

**Copyright.** Data and drawings remain the property of XXX Chartered Land Surveyors, see clause 16 Copyright of RICS Terms and Conditions for Land Surveying Services (3rd Edition, 2009).

