



Professional Services Application Form

Shore Engineering Ltd
 The Mill, Station Road
 Ardleigh
 Colchester
 Essex
 CO7 7RS
 Phone: 01206 230820
 Fax: 01206 230840

Services Required – Schedule of Condition

Project Details

Locations of Building Works:

Proposed Works

Schedule of Condition – Property 1

Address:

Name:

Tel:

Schedule of Condition – Property 2 (if applicable)

Address:

Name:

Tel:

Applicant – Instruction for Schedule of Condition

Address:

Name:

Tel:

Fees

Total fee agreed £ + VAT £ Total £

Signature:

Full Name:

Date:

I hereby agree to the following: Shore Engineering Ltd's Standard Terms & Conditions as detailed on the back of this application form or available here (<https://www.shoreengineering.co.uk/wp-content/uploads/2016/09/Terms-Conditions.pdf>) and agree to Shore Engineering Ltd signing the initial Notice on behalf of the client in relation to this application. I also confirm I have read Shore Engineering Ltd's privacy policy (<https://www.shoreengineering.co.uk/privacy-policy-notice/>).

SCHEDULE OF CONDITION TERMS & CONDITIONS - SHORE ENGINEERING LTD'S THE MILL, STATION ROAD, ARDLEIGH, ESSEX, CO7 7RS

1. Introduction

1.1. Shore Engineering Ltd shall provide the services as Consultants with reasonable skill, care and diligence, and good industry practice.

2. Clients obligations

2.1. The Client or their appointed agents shall supply such information to Shore Engineering Ltd at such times as is reasonably required for the delivery of the services.

2.2. The Client or their appointed agents shall notify Shore Engineering Ltd in writing of any instruction to vary the services.

3. Agents Acting on Behalf of Client

3.1 Agents appointing Shore Engineering on behalf of clients must ensure that they have informed the client the fact that they have instructed us on their behalf and bring to the attention of their clients our terms and conditions. Agents must also ensure they have the relevant authority to appoint Shore Engineering on behalf of their clients. By signing this agreement, it is confirmed that the client has been informed of our appointment and terms and conditions.

4. Terms of Agreement

4.1 In signing this agreement and letter of appointment (on overleaf), the applicants as defined on the overleaf agrees to enter a contract with the named surveyor on the letter of appointment and Shore Engineering in pursuant to the Act.

5. Assignment and subcontracting

5.1. Shore Engineering may occasionally use competent sub contract surveyors or companies to undertake site inspections on its behalf. The work they undertake will be for Shore Engineering Ltd and any liability resulting from these inspections will be the responsibility of Shore Engineering Ltd.

6. Payment & Fees

6.1. The Client or their appointed agents shall pay Shore Engineering Ltd for the performance of the services the fees prior to the surveyor attending site to undertake the Schedule of Condition. All fees and charges under the Agreement are exclusive of Value Added Tax which if due shall be paid at the prevailing rate concurrently in addition.

6.2. Where the Client intends to withhold payment of any amount stated in the invoice, the Client must give written notice to Shore Engineering Ltd, not later than 5 days before the final date for payment, stating the amount to be withheld and the grounds for withholding payment.

6.4. In the event that the Client is in default over payments of amounts at the final date for payment and no notice of intention to withhold payment from such amount has been given under Clause 6.2 above, Shore Engineering Ltd may suspend performance of any or all of the services. This right is subject Shore Engineering Ltd first giving the Client not less than 7 days' written notice of such intention and stating the grounds for suspension. The right to suspend performance shall cease when the Client makes payment of the amount due.

6.5 Shore Engineering Ltd shall notify the Client or their agent in writing as soon as it becomes reasonably apparent that any work additional to the subject of the original fee offer will be required.

7. Professional Indemnity Insurance

7.1. Shore Engineering Ltd is required to comply with the guidelines issued by the Royal Institute of Chartered Surveyors. Shore Engineering Ltd is insured through Griffiths and Armour Professional Risks.

7.2. Shore Engineering Ltd shall on written request of the Client or their agent provide evidence that the insurance is properly maintained.

7.3. Shore Engineering Ltd shall immediately inform the Client or their agent if the insurance referred to in Clause 7.1 above ceases to be available.

8. Copyright & Data Protection

8.1. The copyright in all documents prepared by Shore Engineering Ltd in providing the services shall remain their property. Subject to payment by the Client of the fees properly due to Shore Engineering Ltd under this Agreement Shore Engineering Ltd grants to the Client an irrevocable non-exclusive royalty-free licence to copy and use the documents for any purpose related to the project.

8.2. Shore Engineering Ltd shall not be liable for any use of the documents for any purpose other than that for which they were prepared and provided by them.

9. Suspension and Termination

9.1. The Client may terminate the appointment of Shore Engineering Ltd under this Agreement by giving 7 days' written notice to them. In such cases the client shall pay Shore Engineering Ltd any fee due up to date of termination.

9.2. If the Client materially breaches its obligations under this Agreement Shore Engineering Ltd may serve on the Client a notice specifying the breach and requiring it to remedy within 28 days, and if the Client thereafter fails to remedy that breach within that period Shore Engineering Ltd may terminate this Agreement by giving written notice to the Client.

9.3. If either party:

- Commits an act of bankruptcy or has a receiving or administrative order made against it, and/or
- Goes into liquidation, and/or
- Becomes insolvent, and/or
- Makes any arrangement with its creditors

The other may suspend performance of the services or may terminate the appointment by giving written notice to the party.

10. Complaints

10.1. In the event that the Client has a complaint in respect of the performance of Shore Engineering Ltd.'s services under this Agreement, without prejudice to any other remedy available under this Agreement, they shall be entitled to have access to the complaints handling procedure maintained by them.

11. Force Majeure

11.1. Neither Shore Engineering Ltd nor the Client shall, except as otherwise provided in these Conditions, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

12. Liability

12.1 Shore Engineering and the surveyor will provide services described in clause 14 of this agreement. Shore Engineering will retain responsibility for the performance and actions of the surveyor – including any acts of failures as defined by a court or other competent authority. No employee, surveyor, consultant, director or sub-contract surveyor will accept personal liability to you or anyone for the services provided. You unconditionally agree that you will not bring any claims against any Shore Engineering employee named within this condition in connection to the services provided on the basis of this agreement.

12.2 Shore Engineering liability for damages or losses that may arise, and demonstrated through negligence, breach of contract, or otherwise will be limited to our PI insurance as detailed in clause 7 of this agreement. Shore Engineering will only accept liability for any damages and the purported amount if assigned from a court.

12.3 Shore Engineering do not accept liability for any damages or losses that may arise in the event inaccurate, false or misleading information is provided to us from you or an agent on your behalf.

14. Services

14.1 The surveyor will undertake a schedule of condition under the provisions of a consultant as agreed on the application form (overleaf). The surveyor will not act as a Party Wall Surveyor under the Party Wall etc. Act 1996 ('the Act'). Any agreement in pursuant to the Act is to be completed on a separate contract.

14.4 In all usual circumstances, the surveyor will undertake a schedule of condition to all relevant parts of the adjoining owner's property.