

T W LANGLES

BSc (Hons) MRICS – Chartered Surveyor

STANDARD TERMS OF ENGAGEMENT to act as an “EXPERT WITNESS”

1. RECITAL OF APPOINTMENT

1.1 The Appointer has appointed the named Valuer (see 1.5) to provide the following services in respect of;

- **TheProperty;**.....

in accordance with these Terms of Engagement.

To act as an Expert and prepare a report on behalf of the appointer and provides opinions as to **Market Value/ other**..... in respect of the property.

1.2 The appointment is one which is subject to **“Surveyors Acting as Expert Witnesses: RICS Practice Statement”**, a copy of which is available on request.

1.3 The **Appointer** is:Solicitors,of
.....
(Ref:.....)and.....
.....

1.4 The **Client/s** is/are:.....

1.5 The **Expert Surveyor** is **Mr T W Langles BSc (Hons) MRICS, Chartered Surveyor** of the firm **Landles, Blackfriars Chambers, Blackfriars Street, King’s Lynn, Norfolk PE30 1NY.**

1.6 The **Tribunal** is: The Appropriate Court.

2. DEFINITIONS

Unless otherwise agreed by the parties:

2.1 ‘Appointer’ means the person(s), organisation(s), or department(s) from whom instructions are received.

2.2 ‘Client’ means the person(s), organisation(s), or department(s) on whose behalf the Expert Surveyor has been instructed to provide the services listed in 1.1 of these Terms of Engagement.

2.3 ‘Expert Valuer’ means the person named at 1.5 and appointed to provide the services described in 1.1 of these Terms of Engagement.

- 2.4 'Assignment' means the matter(s) referred to the Expert Surveyor by the Appointer, in respect of which the services are required, and to which these Terms of Engagement apply.
- 2.5 'Fees' means (in the absence of written agreement to the contrary) the reasonable charges of the Expert Surveyor based on the Expert Surveyor's agreed hourly/daily rate. Time spent travelling and waiting may be charged at the full hourly/daily rate. Value Added Tax will be charged in addition (where applicable). Details of hourly rates etc are set out in the letter confirming instructions attached herewith.
- 2.6 'Disbursements' means the cost, reasonably incurred, of (by way of non-exclusive example) all photography, reproduction of drawings, diagrams, etc., printing and duplicating, and all out of pocket expenses, including travel, subsistence and hotel accommodation. Value Added Tax will be charged in addition (where applicable).

3. THE APPOINTER

3.1 The Appointer shall:

- (a) provide timely, full and clear instructions in writing supported by good quality copies of all relevant documents within his or her possession – including all court orders and directions which may affect the preparation of advice or reports – along with a timetable for provision of the Expert Surveyor's services; at such times as the timetable is altered, such alterations shall be notified promptly to the Expert Surveyor;
- (b) treat expeditiously every reasonable request by the Expert Surveyor for authority, information or material, and for further instructions, as he or she may require;
- (c) update and/or vary without delay the Expert Surveyor's instructions, as circumstances require;
- (d) not alter or add to, nor permit others so to do, the content of an Expert Surveyor's report, or any text, document or materials supporting such report, before submission to the Tribunal, without the Expert Surveyor's permission;
- (e) where possible, at the Expert Surveyor's request, arrange access to the property/facility relevant to the Assignment in order that the Expert Surveyor can inspect such and make relevant enquiries;
- (f) ascertain the availability of the Expert Surveyor for hearings, meetings and appointments at which his or her presence is required;
- (g) give adequate written notice to the Expert Surveyor of any attendance required at hearings, meetings and appointments;
- (h) not use the Expert Surveyor's report or other works for any other purpose save that directly related to the Assignment.

4. THE EXPERT SURVEYOR

4.1 The Expert Surveyor shall:

- (a) undertake only those tasks in respect of which he or she considers that he or she has adequate experience, knowledge, or expertise and resources;
- (b) use reasonable skill and care in the performance of his or her instructions and duties;
- (c) comply with appropriate codes, rules and guidelines, including those of RICS;
- (d) notify the Appointer of any matter which could disqualify the Expert Surveyor or render it undesirable for the Appointer to continue with the appointment;

- (e) answer questions or requests for information from the Appointer within a reasonable time;
- (f) endeavour to make him or herself available for all hearings, meetings, etc. of which he or she has received adequate written notice;
- (g) treat all aspects of the Assignment as confidential;
- (h) provide all relevant information to allow the Appointer to defend the Expert Surveyor's Fees or Disbursements at any costs assessment;
- (i) respond promptly to any complaint by the Appointer within a reasonable time;
- (j) retain all intellectual property rights and ownership rights in his or her work and any other original works created by him or her in relation to or in connection with the Assignment on which he or she is instructed, unless otherwise agreed in writing.

5. FEES AND DISBURSEMENTS

- 5.1 The Expert Surveyor may present invoices at such intervals as he or she considers reasonable during the course of the Assignment, and payment of each invoice shall be due on presentation.
- 5.2 For the avoidance of doubt, the Expert Surveyor shall be entitled to charge for Fees and Disbursements where, due to settlement of the dispute, or for any other reason not being the fault of the Expert Surveyor:
- (a) the Expert Surveyor's time has been necessarily reserved for a specific hearing, meeting, appointment 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.
- 5.3 The Expert Surveyor shall also be entitled to charge for answering questions from a party relating to the Assignment or for the provision of any addendum reports.
- 5.4 The Appointer/s and the Client/s shall be jointly and severally responsible for payment of the Expert Surveyor's Fees and Disbursements.
- 5.5 Any restriction or cap by the Tribunal, or by another competent authority, of the recoverability of an Expert Surveyor's Fees and Disbursements, shall not affect the liability of the Appointer to pay those Fees and Disbursements.
- 5.6 The Appointer shall pay to the Expert Surveyor, if applicable, interest under the *Late Payment of Commercial Debts (Interest) Act 1998* on all unpaid invoices, or will pay to the Expert Surveyor, at the Expert Surveyor's sole discretion, simple interest at 8% per month (or part thereof) on all invoices which are unpaid after 30 days from the date of issue of the invoice, 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.

- 5.7 The Appointer shall ensure that the Expert's Fees and Disbursements are paid within the agreed timescale, which is 30 days from invoice, whether or not the Appointer has been put in funds by the Client.
- 5.8 The Appointer who instructs the Expert does so as principal and shall be personally responsible for the payment of the Expert's Fees and Disbursements, whether or not the Appointer has been placed in sufficient funds by the Client; and the Fees, etc. will be paid in full, as invoiced, notwithstanding any provisions of the Civil Procedure Rules with regard to their amount, recoverability or otherwise.
- 5.9 It is agreed that the Expert may retain any prepared report until payment of the Fees and Disbursements is paid in full.
- 5.10 In the event that action through the Courts is taken by the Expert to recoup any unpaid Fees, etc., the Appointer will be responsible for any costs incurred by the Expert.
- 5.11 Under instructions to act as a Single Joint Expert all parties (including Appointer/s, their firms, the Client/s) will be jointly and severally liable for the payment of the Expert's Fees and Disbursements in full.
- 5.12 Any agreement by the Expert to render separate invoices is made on the clear understanding that this is done so without prejudice to any right of the Expert to recover in full from all parties on a joint and several basis, and that all of the foregoing will apply until payment is received in full.

6. DISPUTES OVER FEES AND DISBURSEMENTS

- 6.1 In the event of a dispute as to the amount of the Expert Surveyor's Fees and Disbursements, 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.
- 6.2 Any dispute relating to the amount of the Expert Surveyor's Fees and Disbursements shall, in the first instance, be referred to Landles.
- 6.3 Any dispute over Fees or Disbursements that cannot be resolved by Landles shall be referred to a mediator chosen by agreement of both parties. Where agreement cannot be reached on the identity of a mediator, the services of the RICS Dispute Resolution Service (DRS) shall be used to appoint a mediator. In the event that any dispute cannot be resolved by mediation, the Courts of England and Wales shall have exclusive jurisdiction in relation to the dispute and its resolution.

7. THIRD PARTIES

These Terms of Engagement set out the rights and obligations of the Appointer and Expert only. For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in these terms shall be taken to confer or purport to confer any right or benefit on any third party and a third party shall not have the right to enforcement of any term therein. [end]