

Conditions of Engagement

1. The following Conditions apply to ALL services carried out by Evans Jones LLP of The Royal Mews, St Georges Place, Cheltenham, Gloucestershire, GL50 3PQ (“**Evans Jones**”).
2. The Commissioner is the person, company, entity or body that appears on the Acceptance of Instruction letter (**AOI**) or, where such is not issued, in the quotation (“**Quotation**”), (“**Commissioner**”).
3. Where issued the AOI comprises the basis on which the Commissionaire wishes Evans Jones to provide the works (“**Services**”) set out therein and supersedes all information in any Quotation.
4. No contract shall be formed other than by Evans Jones accepting the Commissionaire’s signed AOI (which shall constitute an offer from the Commissionaire to Evans Jones), or Evans Jones otherwise agreeing, in writing, to provide the Services (in which case, where no AOI has been issued, the Quotation shall become binding), whereupon a contract (“**Contact**”) shall be formed and the Services shall commence immediately.
5. These terms and conditions form part of the Contract formed further to clause 4.
6. The AOI and/or the Quotation (as applicable) includes the fee structure, rate to be paid and the Services to be provided by Evans Jones to the Commissioner which may be calculated on a fixed fee or a time charge basis and shall, subject to these terms and conditions, be binding upon the parties.
7. Evans Jones may recommend specialists and other consultants (together “**Third Parties**”) as required. Where possible, Evans Jones shall recommend Third Parties that Evans Jones has worked with previously. Unless agreed in writing, Evans Jones shall not contract directly with those Third Parties and the Commissionaire shall be responsible for all fees incurred by such Third Parties.
8. Invoices will be raised on a monthly basis following the commencement of the Services. Payment will be due on the date of the invoice and must be paid in full within 14 days of the date of the invoice.
9. If the Commissioner fails to make payment in accordance with condition 8 above, Evans Jones may charge interest at Barclays Bank base rate plus 3% on any outstanding amounts and/or may at our discretion suspend performing the Services until payment is made.
10. Notwithstanding what may be contained in an AOI and/or Quotation Evans Jones do not accept instructions on a “no job no fee” or “speculative” basis unless agreed in writing prior to commencement of any Services.
11. Where services additional to those Services detailed in the AOI or Quotation (as applicable) are required, such services shall be carried out on a time expended basis or such alternative arrangements as agreed in writing prior to the commencement of such services.
12. Evans Jones’s rates are reviewed annually with effect from 1 January each year. If a review is carried out before the Services have been concluded, Evans Jones will inform the Commissionaire of any variation in the rate before it takes effect.
13. Evans Jones holds all personal data in accordance with the Data Protection Act 1998.
14. The copyright, design rights and all other intellectual property rights in all documents, products or materials developed by Evans Jones, its employees (or employee’s of any group, member or partner company of Evans Jones) and sub-contractors in relation to the Services in any form (including electronic) and all documents, products or materials which existed prior to the Contract shall belong to and/or shall vest in Evans Jones.
15. All documents, drawings files, and other information produced during the provision of the Services shall be the property of Evans Jones and Evans Jones shall provide a royalty free license for use of such documents, drawings files, and information by necessary third parties during its provision of the Services only.
16. Evans Jones complies with the Royal Institute of Chartered Surveyors complaints procedure, a copy of which is available on request.
17. Evans Jones shall perform all Services with reasonable skill and care.
18. Evans Jones shall only be liable for any loss or damage suffered by the Commissioner which is a direct reasonably foreseeable consequence of its negligence or a breach by it of this Contract. In the event that any loss or damage suffered by the Commissioner relates to its business activities then Evans Jones excludes all liability for any business or other indirect loss and in particular excludes all liability for loss of profits or other economic loss arising out of a breach of this Contract or negligence by Evans Jones.
19. Evans Jones liability to compensate the Commissioner for any loss or damage (other than death or personal injury) is limited to the sum of £5,000,000.
20. The Commissioner agrees to indemnify Evans Jones against any and all loss or damage suffered, including any legal fees or costs, as a result of any negligence or breach of this Contract by the Commissioner.
21. Evans Jones will assume that all information (including measurements) provided by the Commissioner are accurate and true. Evans Jones shall not accept any liability for any loss, damage, delay or expense caused where Evans Jones reasonably perform the Services in reliance of these.
22. Where it is agreed that Evans Jones shall liaise with and/or supervise Third Parties, Evans Jones shall have no liability for any deficiencies in any goods supplied or services provided or damage caused by any Third Party.
23. Evans Jones is unable to accept instructions for work currently in hand and for which another professional adviser is already retained unless such previous instruction has completed or been terminated prior to Evans Jones’s appointment.
24. Evans Jones will not undertake to provide the Services where a collateral warranty agreement is in place or required unless agreed in writing with Evans Jones insurers. Under no circumstances will Evans Jones provide retrospective agreement for collateral warranty agreements.
25. Notwithstanding the Consumer Protection (Distance Selling) Regulations 2000, the Commissioner will not normally be able to cancel the Contract, except where it is expressly agreed in writing between the parties. If Evans Jones agree to cancel the Contract, the Commissioner will be responsible for the cost of the time incurred by Evans Jones in performing the Services up to the date the Services cease.
26. Evans Jones reserves the right to cease providing the Services where in its opinion the relationship between it and the Commissionaire has irretrievably broken down wherein the Contract shall terminate forthwith on notice in writing and the Commissionaire shall be liable for payment of the Services provided to the date of termination.
27. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Contract is not intended to, and does not, give any person who is not a party to it any person who is no a party to it any right to enforce any of its provisions.
28. This Contract shall be governed and construed by the law of England and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.