



Richard Jackson
Building Consultants

STANDARD TERMS AND CONDITIONS OF BUSINESS

Terms and Conditions of Business

General terms of business

These General Terms of Business have been prepared in order to clarify the basis upon which we will act for you. They apply to all services provided by Richard Jackson Building Consultants (as a trading name and division of Richard Jackson Limited).

They are to be read in conjunction with correspondence from us confirming the basis upon which your particular instructions are accepted ("Appointment Correspondence"), together with any additional terms of business applied by the department or division of Richard Jackson Limited that will be dealing with your work. Any such additional terms will be sent to you before your instructions are confirmed/accepted.

The General Terms of Business, additional terms of business (if any) and Appointment Correspondence will govern the contract ("The Contract") between you and Richard Jackson Limited. The Contract will apply unless varied in writing.

Our relationship with you

- When we refer, in this document and elsewhere, to "Richard Jackson Limited", "Richard Jackson Building Consultants", "we", "our" and "us", we are referring to Richard Jackson Limited.
- Your relationship is solely with Richard Jackson Limited. No Director, employee, agent or consultant of Richard Jackson Limited will have any personal legal liability for the work that we undertake for you. Individuals signing letters, reports and other documents in their own names do so as representatives of Richard Jackson Limited, without assuming any personal legal liability.
- Reference to papers and documents includes any written communication, however transmitted, on our stationery or from a Richard Jackson Limited (or Richard Jackson Building Consultants) email account. We do not accept responsibility for the contents of emails from other accounts.

- Our work for you is confidential to you and may not be passed on to or shared with others without our prior written consent. We accept no responsibility to anyone other than you, our client, for the work that we undertake for you. In the absence of express agreement to the contrary, no term of The Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not party to it.
- If you provide information and documentation to us, then we must rely on you for its accuracy. We will not be liable for any errors or losses arising from false, incomplete or misleading information or documentation that you have supplied.
- On completion of our work for you, we will usually store the papers relevant to your instruction, on the understanding that we have authority to destroy the file 15 years from the date on which our final fee invoice was issued.

Responsibility for work

- If we engage other professional advisors on your behalf, whether within or outside the UK, we do so as your agent. Their fees shall be for your account in addition to our own fees and, unless we have otherwise agreed in writing, we accept no responsibility for their work.
- We may from time to time refer work to a firm with which we are in association. We will advise you clearly where this is the case. You accept that the appointment in respect of such advice is directly between you and any firm we are in association with and that Richard Jackson Limited has no liability to you (in contract, tort (including negligence) or otherwise) for the referral or any such work undertaken.
- Where we refer work to a firm with which we are in association with, unless you advise us otherwise, you agree that we may use our discretion and disclose information which you have provided to us (whether or not this information is confidential).
- Where we refer work to another professional adviser or any firm we are in association with, we may receive a referral fee from them. In such cases, we shall let you have details of the referral fee and seek your consent.

Fees

- Fees will be as set out in the Appointment Correspondence.
- Unless specified otherwise in the Appointment Correspondence, in addition to professional fees you will be responsible for repaying any disbursements, including advertising, photocopying charges and out of pocket expenses, incurred on your behalf. Where these sums are significant, we may ask for a sum on account before the costs are incurred, or for reimbursement immediately afterwards.
- We do not pay interest on monies held on account of fees and disbursements.

- Invoices are payable within 30 days of date of invoice. In the event of non payment within thirty days, we retain the right to charge interest on the amount outstanding at a rate of 4% above the base rate from time to time of National Westminster Bank. Additionally, there will be no obligation to carry out any further work for you on any matter until the outstanding amount has been paid.
- If it is necessary to use solicitors or other parties to recover agreed fees, costs or charges, you agree to pay any reasonable costs incurred by us in that respect.
- All fees, costs and charges are subject to Value Added Tax.
- If any cheque you submit is dishonoured, a charge of £50 will be added to your account to cover our administrative time and charges made by our bankers.
- If you instruct us that a third party will be responsible for paying our fees, we will accept such an instruction only on the basis that you will pay our fees if they are not paid promptly (within 30 days of issue) by the third party.
- Please note that any payments made in advance of works being carried out will be transferred to our Natwest client bank account and then transferred back to our office account once works are complete and our invoice is raised.
- Client Account Details:

Natwest Bank
2 Tavern St
Ipswich
Suffolk
IP1 3BD

Account Name: Richard Jackson Ltd Client Account
Account Number: 64394530
Sort Code: 53-61-24
- Any money held in our Natwest client account will be non-interest bearing.

Data protection

- Richard Jackson Limited complies with data protection legislation and we observe the confidentiality of our clients' affairs.
- Information about you that we learn in the course of acting for you may be shared within Richard Jackson Limited for the purposes of fulfilling your instructions, notifying you of matters that we consider might be of interest to you and for similar promotional reasons.
- This does not affect your statutory rights under the Data Protection Acts 1984 and 1998.

Publicity and marketing

- By agreeing to our fee proposal you consent to allowing Richard Jackson Ltd the use of project photographs, computer generated images, drawing layouts and elevations, etc. for publicising externally our involvement in the project on social media and other formats.
- Additionally, in the preparation of internal project files for issue to potential future clients to demonstrate relevant experience. We confirm no personal data will be shared and shall endeavour to acknowledge the client and project team.

Copyright

- Richard Jackson Limited shall not be liable for the use by any person of any of the Documents for any purpose other than that for which the same were prepared by or on behalf of Richard Jackson Limited.
- We retain copyright in and ownership of all documents, drawings, maps, reports, photographic and other records produced by us in connection with our work for you.

Complaints procedure

- In accordance with the Royal Institution of Chartered Surveyors' rules of conduct and disciplinary procedures, we have a formal procedure to deal with complaints from clients and others. Details of this procedure are available from the Client Director who is handling your affairs, although we would normally expect that any difficulties arising can be resolved satisfactorily with the Client Director and that the formal complaints procedure can be avoided.
- In addition, a copy of our Complaints Procedure is attached for reference purposes.

Regulation

- Richard Jackson Building Consultants (a division of Richard Jackson Limited) is regulated by the RICS (Royal Institution of Chartered Surveyors).
- The Building Consultancy division of Richard Jackson Limited is not authorised by The Financial Conduct Authority. However, we are included on the Register maintained by the Financial Conduct Authority so that we can carry out insurance mediation activity which is broadly advising on, selling, and administration of insurance contacts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Royal Institution of Chartered Surveyors (RICS). The Register can be accessed via the Financial Services Authority website <http://www.fca.gov.uk/register>
- When we take instructions from a new client, we may be obliged, under money laundering regulations, to ask for evidence of identity.
- We may also be required, in some cases, to disclose information to governmental or other regulatory authorities. For example, money laundering regulations require us to notify the Serious Organised Crime Agency if we suspect or have reasonable grounds for suspecting that our client or another person is using the proceeds of crime. In that event, we may be precluded from seeking our client's consent to notify and/or from informing our client that notification has been made.

Miscellaneous

- No variation to these conditions shall be binding unless agreed in writing between the parties.
- You acknowledge that in instructing Richard Jackson Limited you have not done so on the basis of, and do not rely on, any representation, warranty or other provision not expressly provided for in The Contract.
- If any provision of The Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of The Contract shall not be affected.

Applicable law and jurisdiction

- Whether instructions are carried out within or out the UK, the Laws of England shall apply to The Contract and the English courts shall have jurisdiction.

<p>Liability</p> <ul style="list-style-type: none"> • The maximum amount of our liability in respect of the work that we do for you will be limited to the amount (if any) specified in the Appointment Correspondence. • Our liability shall exclude any claim arising out of or in connection with pollution or contamination, terrorism, toxic mould or those arising directly or indirectly from asbestos or materials containing asbestos. • If no amount is specified therein, our liability in contract, tort (including negligence) or otherwise will not exceed £1 million or (if higher) an amount equal to 10 times the agreed fee (excluding disbursements and VAT) charged by us to you for performing the service to which the claim relates, subject always to our total liability not exceeding £5 million. • These liability limits are total figures, regardless of the number of people who comprise our client for any one instruction. • These limitations would not apply to loss or damage caused by our deliberate and wilful default, or to damages for death or personal injury. • Claims may be brought only against Richard Jackson Limited, and not (except for fraud) against individual directors, employees, consultants or agents of Richard Jackson Limited. • We will not be liable for any indirect consequential loss, damage, cost or expense of any kind. We shall not be liable to you, or be deemed to be in breach of The Contract; by reason of any delay in performing any of our obligations therein if the delay or failure is due to any cause beyond our reasonable control. • Notwithstanding anything to the contrary contained in this Agreement and without prejudice to any provision in this Agreement whereby liability is excluded or limited to a lesser amount, the liability of Richard Jackson Limited, if any, for any loss or damage ("the loss or damage") in respect of any claim or claims shall not exceed such sum as it would be just and equitable for Richard Jackson Limited to pay having regard to the extent of our responsibility for the loss or damage and on the assumptions that: 	<ul style="list-style-type: none"> (i) all other consultants and advisers, contractors and sub-contractors involved in the Project shall have provided contractual undertakings to the client on terms no less onerous than those set out in this Agreement in respect of the carrying out of their obligations in connection with the Project; and (ii) there are no exclusions of or limitations of liability nor joint insurance or coinsurance provisions between the Client and any other party to the Project and that any such other party who is responsible to any extent for the loss or damage is contractually liable to the Client for the loss or damage; and (iii) all the parties referred to in (i) above, have paid to the Client such proportion of the loss or damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss or damage. <ul style="list-style-type: none"> • No action or proceedings under or in respect of this Agreement whether in contract, in tort, in negligence, for breach of statutory duty or otherwise shall be commenced against us after the expiry of six years from the date of completion of Services or the termination of the Services if earlier. <p>Richard Jackson Building Consultants is a division and trading name of Richard Jackson Limited. Registration No. 02744316 England.</p> <p>Registered Office: 847 The Crescent, Colchester, CO4 9YQ</p> <p>Regulated by RICS</p> <p>Professional Indemnity insurance</p> <p>Further details of our Professional Indemnity Insurance are available on request.</p> <p>26 March 2018</p>
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E1 8DE
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