



Quantity Surveyor Terms of Appointment

RG Kellow Ltd
Ground Floor Office
Veian Road
Camborne
Cornwall
TR14 7TA
Tel/Fax: 01209 712525
Email: rkellow@proper-job.com

DATE:

PARTIES:

- (1) *[Client name]* of *[Client address]* (the "Client")
- (2) [Messrs RG Kellow Ltd] of [Ground Floor Office, Vean Road, Camborne, Cornwall. TR14 7TA] (the "Quantity Surveyor")

INTRODUCTION:

- (A) The Client intends to carry out various construction works at a number of locations as instructed to the quantity surveyor (the "Project")
- (B) The Client has requested the Quantity Surveyor to provide services in connection with the Project.

NOW THE PARTIES AGREE as follows:

1. APPOINTMENT

The Client appoints the Quantity Surveyor as quantity surveyor for the Project and the Quantity Surveyor accepts the appointment.

2. BASIC SERVICES

- 2.1 The basic services to be performed by the Quantity Surveyor are described in the Terms of Reference set out in Appendix A.
- 2.2 If upon written request of the Client any additional services outside the scope of the basic services are performed by the Quantity Surveyor the Client shall pay for the additional services separately at rates to be agreed between the parties.
- 2.3 The basic services and any additional services are together referred to as "the Services".

3. FEES & PAYMENT

- 3.1 The Client shall pay the Quantity Surveyor the fees for the Services as set out in Appendix B.

- 3.2 Unless otherwise stated in Appendix B invoices shall be paid 30 days from the invoice date. Overdue payments shall entitle the Quantity Surveyor to interest at the rate (if any) set out in Appendix B.
- 3.3 If the Client wishes to withhold any amount becoming due to the Quantity Surveyor he must give notice to the Quantity Surveyor at least [7] days before the date for payment and the notice must specify each amount to be withheld and the reasons.

4. STANDARD OF CARE

The Quantity Surveyor shall exercise reasonable skill and care in the performance of the Services in accordance with the normal standards of his profession.

5. CLIENT'S OBLIGATIONS

- 5.1 The Client shall provide the Quantity Surveyor with relevant documents, data and information to enable the Quantity Surveyor to carry out the Services in a timely manner.
- 5.2 The Client shall give notice to the Quantity Surveyor of anyone who is authorised to represent the Client in dealings with the Quantity Surveyor and the scope of the representative's authority.
- 5.3 The Client shall reply as soon as reasonably practicable to any request for a decision or approval in connection with the Quantity Surveyor's services.

6. COPYRIGHT

Copyright in all documents and electronically generated data produced by the Quantity Surveyor belongs to the Quantity Surveyor. The Client will have a royalty-free irrevocable licence to use those documents and data in connection with the Project. However he will not use them in connection with any other project nor will the Quantity Surveyor have any liability to the Client for any use of such documents and data for purposes other than those for which they were provided.

7. INSURANCE

The Quantity Surveyor shall maintain adequate professional indemnity insurance for so long as he has any liability under this Agreement. The amount of insurance cover has been disclosed to and accepted by the Client before signature of this Agreement.

8. CONFIDENTIALITY

The Quantity Surveyor shall not disclose to any third party any confidential information received from the Client.

9. PUBLICITY

The Quantity Surveyor may publish articles (with or without photographs) concerning the Services in relation to the Project, but only after receiving the written approval of the Client (which will not be withheld unreasonably).

10. ASSIGNMENT & SUBCONTRACTING

10.1 Neither party shall without the other's prior written consent assign any of its obligations under or interests in this Agreement.

10.2 The Quantity Surveyor shall not subcontract any of the Services without the prior written consent of the Client which will not be withheld unreasonably.

11. TERMINATION

11.1 This Agreement may be terminated by notice:

11.1.1 By the Client if the Quantity Surveyor commits a material breach of this Agreement and (in the case of a breach capable of remedy) fails to take steps to remedy the breach within 14 days of being requested to do so in writing;

11.1.2 By the Quantity Surveyor if the Client is overdue by more than 7 days with the payment of any fees and expenses;

11.1.3 By either party if the other is unable to pay its debts when they fall due or an application for an administrator is presented to the court or a receiver or manager or trustee in bankruptcy is appointed or a resolution passed for its winding up;

11.1.4 By the Client giving 14 days notice if it decides not to proceed with the Project at any time;

11.1.5 By either party if the Client suspends the performance of the Services for more than [60 days].

11.2 Except where termination is due to the breach of contract or insolvency of the Quantity Surveyor, the Client shall upon termination pay all fees and expenses due up to the date of termination plus expenses reasonably incurred by the Quantity Surveyor which are directly attributable to termination.

- 11.3 In the case of termination by the Client on account of the Quantity Surveyor's breach of contract or insolvency, the Client may withhold payment of outstanding fees and expenses until it has ascertained and set off any additional costs which it reasonably incurs as a direct result of the termination of this Agreement.

12. SUSPENSION

- 12.1 The Client may suspend the performance of any of the Services by giving reasonable notice to the Quantity Surveyor.
- 12.2 If suspension of the Services continues for more than [60 days] either party may give notice to terminate this Agreement.
- 12.3 Upon suspension by the Client the Quantity Surveyor shall be paid all fees and expenses due up to the date of suspension.

13. RESOLUTION OF DISPUTES & GOVERNING LAW

- 13.1 If a dispute arises, the parties, acting in good faith, will endeavour to resolve the dispute by direct negotiation.
- 13.2 Any dispute which cannot be resolved by negotiation shall be finally settled by arbitration. The arbitrator, if not agreed, shall be appointed by the [*Association of Building Engineers*].
- 13.3 This Agreement shall be governed by the laws of [*England*].

14. NOTICES

Every notice under this Agreement shall be in writing and sent by first class mail, by hand or by facsimile to the address of the recipient shown in this Agreement, or to another address of which notice has been given under this clause.

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes any previous arrangements or agreements between them relating to the Project.

16. INDEPENDENT CONTRACTOR

The Quantity Surveyor is an independent contractor and nothing in this Agreement shall create a partnership, agency or any other relationship between the parties.

17. KEY PERSONNEL

When the Quantity Surveyor has nominated certain of his personnel who will be engaged in the provision of the Services, the Quantity Surveyor shall not remove or replace any such personnel without the prior written consent of the Client (whose consent shall not be withheld unreasonably).

18. LIMITATION OF LIABILITY

The Quantity Surveyor will take appropriate steps to remedy any defect in the Services for which the Quantity Surveyor is responsible and which is promptly notified to it by the Client. However, the maximum liability of the Quantity Surveyor to the Client arising out of this Agreement shall not exceed [*£500,000.00*] and the Quantity Surveyor will have no other liability to the Client, whether in contract or in tort, for any loss or damage suffered by the Client, whether direct, indirect or consequential including, but not limited to, loss of profit and loss of use.

SIGNED by the parties or their duly authorised representatives

SIGNED: _____
for and on behalf of the Client

SIGNED _____
for and on behalf of the Quantity Surveyor

APPENDIX A
Terms of Reference
(Setting out the basic services to be provided by the Quantity Surveyor)

- **Take off Bills of Quantities from drawings and specifications provided by the Client.**
- **Preparation of Tenders, Estimates and Quotations as required.**
- **On site measurement of quantities.**
- **Subcontractor and Supplier tender and price analysis.**
- **Preparation of Interim and Final Account valuations.**
- **Project Cost Control.**
- **Site and Office Meetings.**
- **Cashflow Forecasts.**
- **Subcontract Orders**

APPENDIX B
Fees & Expenses

Fees

The fees for the basic services shall be *[insert pre-agreed rate here]*.

Expenses

Car travel, printing, photocopying and telecommunications costs will be included within the above rate.

Accommodation costs will be reimbursable at cost as well as all air and rail travel and overnight accommodation.

Interest on overdue payments shall be calculated at the rate of *[12%]* per annum from the due date until the date upon which payment is received.