



Kevin P Hayes

STANDARD FEE STRUCTURE AND TERMS OF ENGAGEMENT (CONSULTANCY)

Fee Structure from 1 January 2010

All fees for consultancy services are charged on the basis of time spent including time spent travelling as follows:

Hourly rate, K P Hayes, Director	£.....
Car mileage	60p
Expenses and disbursements at cost	
Fees, car mileage, expenses and disbursements are subject to VAT	

Terms of Engagement

1. K P HAYES LIMITED ('the Company') is a professional chartered quantity surveying firm practising in the fields of dispute resolution, commercial and contract management consultancy and other related business activities.
2. These terms of engagement set out the basis upon which services are provided by the Company to Clients.
3. The nature and scope of the services to be provided to the Client by the Company are described in a letter from the Company to the Client accompanying these terms of engagement. Notwithstanding that the services to be so provided may not come within the definition of 'construction operations' defined in Section 105 of the Housing Grants, Construction and Regeneration Act 1996 ('the Act'), the Client and the Company agree that the contract between them under which the services in question are to be provided is to be treated for all purposes as if it were a construction contract coming within Part II of the Act.
4. Fees for services are calculated on the basis of time expended (including time spent travelling) charged at the rates accompanying these terms of engagement. Rates are reviewed annually on 1 January. The Company charges expenses (in addition to fees) for travel, courier and where significant, postage, typing, stationery and photocopying. Where an appointment requires work to be carried out away from the office of the Company the expense of accommodation and subsistence is also charged. Expenses are charged at cost.
5. Applications for payment for services provided by the Company will be sent to the Client at monthly intervals or, where appropriate, upon completion of work or of a stage of the work. Applications are due for payment upon receipt by the Client. The final date for payment of an application is 7 days from receipt by the Client. If an application is not paid within the specified time, the Company shall be entitled to charge interest on the amount outstanding from the date payment was due at 5% above National Westminster Bank Base Rate. VAT receipts are issued within 7 days of payment.
6. The Company may terminate its service to a client without liability in the event of two or more delays in making payment of the Company's applications for payment or two or more instances of underpayment.
7. Any estimate given is only a guide and should not be regarded as a firm quotation unless otherwise agreed in writing.
8. In the event that work cannot be completed for want of instructions or want of information from the Client, charges for the work done, calculated in accordance with these terms of engagement, will remain chargeable.
9. Following completion of an assignment the Company at its discretion may return or destroy any documents provided by the Client for the purpose of the assignment.
10. All information regarding the business and affairs of the Client will be kept confidential at all times unless such information is in the public domain or the Company is compelled to disclose it by law.
11. The Company operates a complaints procedure to deal with any client complaints. A copy of the procedure is available upon request.
12. The Company maintains professional indemnity insurance in accordance with the relevant requirements of the RICS. The liability of the Company in respect of any claim made by a Client shall not exceed the amount recoverable under the professional indemnity insurance maintained by the Company.
13. The contract between the Client and the Company shall be construed in accordance with the law of England.

January 2010