MSurveying Standard Terms of Engagement

These terms apply to every instruction accepted by Mytoor Ltd trading as MSurveying, together with the fee proposal you sign. The fee proposal sets out the services, fees, timescales and the liability cap for your instruction.

1. About us and this agreement

1.1 "We", "us" and "MSurveying" mean Mytoor Ltd, trading as MSurveying, registered in England and Wales (no. 11034271), registered office 4 Station Parade, Ruislip, HA4 7DL. We are a firm regulated by RICS (firm no. 894570).

1.2 "You" means the client named in the fee proposal you accept. This agreement is your accepted fee proposal (including its scope and fee schedules) and these terms. If they conflict, the fee proposal takes priority.

2. Our services

2.1 We will provide the services described in the fee proposal with the reasonable skill and care of a competent chartered quantity surveyor. We do not guarantee any outcome, including any planning decision, price, build cost or loan.

2.2 Hardeep Toor MRICS MCIOB is responsible for the work and will review and sign each report. Qualified staff or subcontractors under his supervision may carry out parts of it.

3. Your responsibilities

3.1 You will give us accurate and complete information promptly. Unless the fee proposal says otherwise, we rely on information provided by you or others without verifying it.

3.2 Timescales start when we have payment and all the information listed in the fee proposal. Delays in information extend them.

4. The nature of our advice

4.1 Our reports are development appraisals and construction cost advice. They are not an RICS Red Book valuation or an opinion of market value. We recommend a Red Book valuation before you exchange contracts.

4.2 A "maximum bid" is a residual calculation of the price at which the scheme achieves your stated target return on the assumptions in our report. It is not an opinion of what the property is worth.

4.3 Planning screening is a desktop review of the information supplied and public records, not a planning opinion. The local planning authority decides prior approval and planning applications.

4.4 Estimates and cost plans are not tender prices. Actual costs depend on the design, the market, the procurement route and the contractor.

4.5 We do not give legal, planning, structural, fire engineering, tax or financial advice. Where we comment on a contract we do so commercially; your solicitor advises on its legal effect.

5. Reliance and confidentiality

5.1 Our work is for you and the purpose stated in the fee proposal only. You may share it with your advisers and prospective lenders for information, but no one else may rely on it unless we have issued them a signed reliance letter. The Contracts (Rights of Third Parties) Act 1999 does not apply.

5.2 We will keep your information confidential and use it only for this instruction, unless the law or our regulator requires disclosure.

6. How long our reports remain valid

6.1 Reports reflect the information available at their date. If you decide more than 3 months after the report date, or if the price, design or finance terms change, ask us to update it.

7. Fees and payment

7.1 Our fees and payment terms are in the fee proposal. VAT is added at the applicable rate. Invoices are due within 14 days.

7.2 If you are a business client and pay late, we may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 and suspend work until payment is made.

8. Changes and additional services

8.1 If you ask us to change the scope, or extra work is needed because information changes, we will agree the change and its fee with you in writing before doing it.

9. Our liability

9.1 Our total liability to you, and to anyone to whom we issue a reliance letter, for all claims arising from or in connection with this instruction, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited in aggregate to the amount stated in your fee proposal, calculated as ten times our total fees for the instruction, subject to a minimum of £50,000 and a maximum of £250,000. Any amount paid to a reliance party reduces the amount available to you, and vice versa.

9.2 Our liability is limited to the share of any loss that it is just and equitable for us to pay, having regard to the responsibility of others for the same loss, assuming they have paid their share.

9.3 We are not liable for loss of profit, loss of opportunity, or indirect or consequential loss.

9.4 Nothing limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot lawfully be limited.

9.5 Any claim must be brought against Mytoor Ltd only. No director or employee will be personally liable to you.

10. Professional indemnity insurance

10.1 We hold professional indemnity insurance in line with RICS requirements. Details are available on request.

11. Conflicts of interest

11.1 We have checked for conflicts of interest before accepting this instruction and will tell you promptly if one arises.

11.2 We will not act as monitoring surveyor for your lender on a scheme where we advise you.

11.3 Referral arrangements, fees or benefits connected with this instruction: as stated in the fee proposal.

12. Intellectual property

12.1 We own the copyright in our reports, models and templates. You may use them for the purpose stated in the fee proposal. Models are provided for information; we are not responsible for changes you make.

13. Data protection

13.1 We process personal data in line with UK data protection law and our privacy notice at msurveying.co.uk/privacy.

14. Suspension and termination

14.1 Either of us may end this agreement by written notice, subject to any minimum term or notice period in the fee proposal. You will pay for work done up to the date of notice and any costs already committed.

15. Consumers only (individuals acting outside their business)

15.1 If you are an individual acting outside your trade or business and this agreement is made at a distance, you may cancel within 14 days without giving a reason by emailing hello@msurveying.co.uk. If you ask us to start within that period and then cancel, you will pay for work done up to the time you tell us.

16. Complaints

16.1 If you are unhappy with our service, please contact Hardeep Toor first. Our complaints handling procedure, including independent redress, is at msurveying.co.uk/complaints.

17. General

17.1 This agreement is the whole agreement between us for this instruction. It is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.