



TERMS AND CONDITIONS OF ENGAGEMENT

Earl Kendrick Terms and Conditions 2026 (Revision 26, July 2026)

For All Earl Kendrick companies, including:

Earl Kendrick Associates Limited
Earl Kendrick (London & South) Limited
Earl Kendrick Associates (North) Limited
EK Reinstatement Cost Assessment Limited
Licence to Alter Limited
EK Specialist Surveys Limited
EK Cost Management Limited
EK MEP Engineering Services Limited
EK Structural Engineering Limited
Earl Kendrick Interior Design Limited
EK Business Services Limited
AKT Party Wall Limited

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To be read in conjunction with the Fee Proposal Letter / Terms of Engagement Letter. These Terms and Conditions of Engagement supersede all previous Terms and Conditions in respect of all new instructions.

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1.1 Generally

These are the Terms and Conditions of Engagement upon which Earl Kendrick (EK) will accept instructions. They are in accordance with the Royal Institution of Chartered Surveyors' (RICS) Short form of consultant's appointment, supplemented as below, unless any other arrangement is confirmed in writing by us. The use of 'EK' throughout this document refers to any of the companies listed in A.

The Client's continuing instructions will amount to its acceptance of these Terms and Conditions.

Our instructions will continue until either party formally terminates/concludes the instruction in writing. Likely circumstances warranting termination of instruction:

- (a) We consider there is or may be a conflict of interest;
- (b) We consider that it is not in your or our best interest that we should continue to represent you;
- (c) Failure to pay fees.

We will assume that you accept these Terms unless otherwise stipulated in writing before commencement of our service(s).

Please note that the use of the term 'Client' refers simultaneously to the landlord in whose name the work is requested and the managing agent or equivalent. All our work is conducted in the name of the landlord, with the agent's details as 'care of', should an agent be instructed.

For the purposes of this Agreement, the Client confirms whether it is acting as a Consumer or in the course of business.

1.2 Fees

Generally

Fees will be calculated on the basis of time spent fulfilling instruction brief. The fees will reflect the complexity or seriousness of the instruction, its urgency and importance to you, the Client, the value involved or the skills required. Where feasible certain instructions may be appropriately charged on basis of fixed fee or agreed percentage.

The hourly rate(s) to be charged will be advised within correspondence at outset of our instructions and your agreement will be assumed unless we hear from you in writing to the contrary. The hourly rates are subject to review annually on the 1st January. Any changes to the rates will be advised.

In the event that the extent of EK's services extend beyond the scope of services defined in the fee proposal and confirmation of instructions, additional fees will be based on our standard (London & South) hourly rate of £215.00 exc VAT at the time of the project. The standard EK North hourly rate is £150.00 exc VAT.

Percentage Fees

Where our fees are expressed as a percentage of total construction costs, that total shall include:

-
- Adjustments consequent upon variations and fluctuations;
 - Expenditure of provisional, prime cost sums or contingencies;
 - Value of materials, labour or services provided by you free of charge but shall exclude the value of any loss and expense claims.

Additional fees on a quantum meruit basis will be charged if building operations are delayed whether arising from bankruptcy or liquidation of the contractor or from any other claim beyond our control including adjudication, arbitration, contractor's non-performance, loss and expense claims and other protracted involvement.

If for any reason the works do not proceed, the fee will be up to and including the instalment due plus a quantum meruit charge for the works executed to date.

All services provided will be subject to confirmation of professional fees for each individual instruction.

Where possible and at your request we will estimate our anticipated expenditure to fulfil the instruction. Where expenditure cannot be determined, a fee ceiling will be provided. In such scenario the level of time expended will be recorded to update you, particularly where any previous estimates may be exceeded.

Validity of Fee Quotes

Quotations are generally valid for 6 months with the exception of EK Specialist Surveys which are valid for 28 days. Any team availability and resource allocation is accurate at the time of preparing the quotation and is subject to change if there is a delay between quotation and appointment.

Invoicing stages

Invoices will be issued in accordance with our fee quotation and may include mobilisation fees, interim payment stages, and charges for professional services undertaken during the course of the engagement. Such services may include, without limitation, project setup, document review, site inspections, investigations, coordination of third parties, consultations, analysis, and other work carried out by our personnel.

The Client acknowledges that fees may be payable for professional time and resources expended, irrespective of whether a formal report, certificate, recommendation, or other tangible deliverable has been provided at the time the invoice is issued.

Failure to pay Fees

All EK companies share **standard payment terms of 14 days** which is strictly adhered to. Healthy cashflow is vital for suppliers to the property industry and therefore we appreciate clients ensuring payment within 14 days of the invoice date. Should you become aware that an invoice may not be paid within 14 days, please notify us via email without delay to see if alternative terms may be agreed.

We reserve the right to charge interest at 10% over the base rate of statutory interest on outstanding balances. Any and all costs incurred (legal or otherwise) will be added to the value of the outstanding invoice and the greater amount including these fees and any interest applied will form the new balance due. Instructed solicitors will pursue debts through the courts if necessary.

Suspension of Services

If any invoice remains unpaid after the due date, EK may suspend work on the instruction until payment is received in full. Suspension does not constitute a breach and will not affect EK's right to charge interest or recover costs incurred during the period of non-payment. Any re-mobilisation, delays, additional visits, or re-programming arising from suspension will be chargeable to the Client.

1.3 Disbursements and Expenses

Where necessary or upon your direction certain payments may be required on your behalf ("disbursements"). These may include for example Planning and Building Regulation fees, hire of specialist access facilities or specialist consultant charges. Disbursement payments made on your behalf will be included in your invoice as a separate item, or we may request you to make payment direct. No such charges or payments will be incurred on your behalf without your prior approval.

Expenses will be charged in addition to the fee at net cost and may include:

- Printing and photocopying;
- Postage, couriers etc.;
- Travel, including mileage @ 0.45p/mile;
- Purchase of maps, contracts or similar documents necessary for the proper completion of the service to you.

The level of disbursements and expenses are reviewed annually on 1st January. Any changes will be advised.

1.4 Value Added Tax

VAT will be levied on charges for our services and some disbursements (and expenses) in accordance with the prevailing regulations at the time of preparing your invoice. Any rates quoted are exclusive of VAT.

1.5 Insurance Cover and Limitation on Liability

EK maintains Professional Indemnity Insurance as required by the Regulations of the Royal Institution of Chartered Surveyors. Our current level of cover is £5,000,000.

Our liability shall be limited to such sums as would be just and equitable for us to pay having regard to the extent of our responsibility for the loss or damage suffered on the basis that all other parties who have a liability shall be deemed to have provided contractual undertakings to you on terms no less onerous than those applying in the case of your instruction to us. They shall be deemed to have paid you such sums as it would be just and reasonable for them to pay having regard to the extent of their responsibility for such loss or damage.

Personal Liability Exclusion

None of our employees, partners or consultants individually has a contract with you or owes you a duty of care or personal responsibility. You agree that you will not bring any claim against any such individuals personally in connection with our services.

Proportionate Liability Clause

If you suffer loss as a result of our breach of contract or negligence, our liability shall be limited to a just and equitable proportion of your loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of shortfall in recovery from any other party, whether that shortfall arises from an agreement between you and them, your difficulty in enforcement, or any other clause.

1.5.1 Fire Safety Upgrades and Cladding Remediation Projects

We do not accept liability in respect of any matters regarding the fire safety of a building including the materials used in respect of a building's fire safety. Similarly, we do not accept liability in respect of the fire performance or combustibility of any cladding system or any other external or internal materials.

Notwithstanding anything to the contrary in this Appointment and without prejudice to any provision in this Agreement whereby liability is excluded or limited to a lesser amount, the Consultant's liability (other than for personal injury or death) to the Client under and in connection with this Appointment including in respect of any breach or series of breaches of this Appointment and/or in tort, and/or in negligence, and/or for breach of statutory duty and/or otherwise arising shall not exceed £1,000,000 (one million pounds).

1.6 Papers held by EK

On completion of our work and payment of our fees, we will return to you any records or other documents that you have provided to us for that work on your request. We reserve the right to retain completed reports/documentation until all our invoices have been paid in full. We retain files (electronically only) for a period of at least six years (other than for abortive instructed not begun, which is not necessarily retained at all) but after that we may destroy them without further reference to you.

1.7 Copyright

Unless otherwise agreed we shall retain copyright in and ownership of all specifications, or other documents, drawings, maps, photographs and other records prepared or commissioned by us.

1.8 Client Care

We value your instructions and hope that you will be satisfied with the work completed. However, if you have any problem with the service we provide for you then please let us know in good time. We operate a complaints handling procedure in accordance with RICS Members' Conduct Regulations and will try to resolve with you any problem promptly.

We will acknowledge a complaint within three working days of its receipt. You will be sent a reply within 7 working days of receiving your letter or be advised of any delay.

Should you be dissatisfied you have the right to mediation, where we both agree.

If you remain dissatisfied with the result of our investigation or where the separate review has proved unsuccessful, you have the right to refer the matter to independent third party decision, further guidance on which can be obtained from the Royal Institution of Chartered Surveyors.

A copy of our complaints procedure is available on request.

1.9 Staff Safety and Respectful Conduct

We expect all interactions with EK staff, consultants and representatives to be professional, respectful, and safe. EK operates a zero-tolerance approach to any form of harassment, including sexual harassment, bullying, intimidation, or behaviour that may reasonably cause offence or put our staff at risk.

If, in our opinion, a member of our team is subjected to such behaviour, we may immediately suspend activity, withdraw staff from site, or terminate the instruction. Any costs arising from such suspension or withdrawal may be charged to the Client.

1.10 Duty of Care

We will use our best endeavours to advise on the matters set out in your instructions and in accordance with, where appropriate the Guidelines issued by the RICS. Where advice or opinions are required outside the reasonable professional skill and expertise of a Chartered Building Surveyor, we will advise you on the need for further specialist involvement where we consider this to be necessary for the completion of your instruction(s).

We shall, unless otherwise expressly agreed, rely upon information provided to us by the Client or the Client's legal or other professional advisers relating to relevant matters.

Any document resulting from a survey or other inspection of a building will not purport to express an opinion about or advise upon the condition of un-inspected or concealed parts and should not be taken as making any implied representation or statements about such parts.

1.11 Third Parties

All reports, schedules and other documents are prepared for the sole use of the Client and no responsibility can be accepted to any third party for all or any part of the contents of such documents.

Neither the whole nor part(s) of any such report, schedule or document, nor any reference there to, may be included in any document, circular or statement without our written approval being first obtained as to the form and content in which it will appear.

No person other than the Client shall have any rights to enforce or rely upon any term of this contract. EK shall not be liable to any third party who obtains, relies upon, or acts upon any report or advice provided under this instruction without EK's express written consent.

EK is not responsible for accuracy of third-party info; EK's duty is limited to reasonable review.

1.12 Use of Third Party Sub-Consultants

In respect to Fire Risk Appraisals of External Walls on buildings up to 18m. EK will endeavour to undertake the full inspection and report internally but where this is not possible, it will be outsourced to one of our partner Fire Engineering firms. We have partnered with firms who are on the Government Mid Rise Assessor Panel and who at least have the same level of Professional Indemnity Insurance as Earl Kendrick.

Where an external consultant is to be used, you will be informed of this before the inspection date. Upon receiving this information you will have 48hrs to terminate the instruction should you wish at no cost. After this 48hr period, costs may be incurred that have to be passed on to the Client.

1.13 RICS Regulation (Code of Conduct)

We are regulated by the Royal Institution of Chartered Surveyors and as a result, we are required to comply with the RICS 'Rules of Conduct for Firms'. Consumer clients may obtain a copy by downloading the Rules from the RICS website, free of charge.

1.14 Termination Rights

While we expect to work for you until the engagement is concluded, we reserve the right to terminate this contract at any time by giving written notice. We will not terminate without good reason such as non-payment of fees or conflict of interest.

Additional Termination Rights

In addition to the rights set out above, EK may terminate this contract where:

- access required to carry out the instruction is repeatedly denied or unreasonably restricted;
- EK considers that continuing the instruction may compromise safety, professional standards, regulatory compliance, or EK's independence;
- the Client repeatedly disregards EK's professional advice;
- the Client requests services outside the agreed scope and no agreement on revised fees is reached.

Effects of Termination

In the event that this contract is terminated, all fees and disbursements incurred up to the date of the termination must be paid in full within seven days of the date we request payment and/or invoice.

1.15 Service Levels

We aim to provide you with a friendly, prompt and efficient service, and to do so with reasonable skill and care. We will use our best efforts to deliver our services in accordance with any agreed service level agreement.

EK shall not be responsible for any failure to meet agreed service levels where such failure arises wholly or partly from the Client's delay or failure in providing documentation, information, approvals, access, or other materials

reasonably required for the provision of the Services. Any associated service level timings shall be extended accordingly.

1.16 Our Duty of Confidentiality and Circumstances where it does not apply

We are professionally and legally obliged to keep your affairs confidential. There may however be circumstances where we are required by law to make a disclosure, for example to the National Crime Agency (NCA) if we know or suspect that your affairs involve money laundering or terrorist financing. If we make an NCA disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may for a while have to stop working for you and may not be able to tell you why.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

1.17 Intellectual Property

Intellectual Property is defined as Copyright and related rights, moral rights, goodwill and the right to sue for passing off, rights to use and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. All Media is prepared for your sole use for “the Business Purpose” and no liability is accepted to any third party for use of the same. Should you wish to make use of media or other materials prepared by EK “the Media” for a use other than the Business Purpose, then our written approval must first be obtained as to the form and content in which it will appear. We reserve the right to charge additional fees for such use.

We grant you a non-exclusive, worldwide licence to use the Media for the purposes of the instruction for which it was prepared (“the Business Purpose”). This licence allows you to share the Media with third parties where necessary for the Business Purpose. The licence will automatically end if this Agreement is terminated.

EK asserts its moral right to be identified as the author of the Media. Where the Media is published, you agree to include the attribution: “© **Earl Kendrick [Year]**” unless otherwise agreed in writing.

1.18 Data Protection

We use the information you provide primarily for the provision of surveying services to you and for related purposes, including:

- Updating and enhancing our client records;
- Analysis to help us manage our practice;
- Statutory returns;
- Legal and regulatory compliance.

Our use of that information is subject to the Data Protection Legislation and our duty of confidentiality. We will process personal data where we have a lawful basis to do so, including to perform this contract, to comply with legal obligations, and/or where we have a legitimate interest in managing and protecting our business (for example, invoicing, quality assurance, complaints handling, professional standards, and record keeping). Where we require personal data from you to provide the Services, you will ensure that you

have the right to provide it to us and that any required privacy information has been provided to the relevant individuals.

For the purposes of this contract

The Data Protection Legislation is the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (as amended) and any other laws or regulations relating to privacy or personal data applicable in England and Wales.

Personal Data are any data relating to an identified or identifiable individual that are within the scope of protection as "personal data" under the applicable Data Protection Legislation.

Controller, processor, data subject, processing and appropriate technical and organisational measures are as defined in the Data Protection Legislation.

For the purposes of the Data Protection Legislation, each party acts as an independent controller in respect of the personal data it processes for its own business administration and professional obligations. Where (and only to the extent that) EK processes personal data on the Client's documented instructions as part of providing the Services, EK will act as a processor and the Client as controller.

Where EK acts as a processor, EK shall process the personal data only on the Client's documented instructions and only to the extent necessary for the purpose of performing its obligations under this contract, unless otherwise required by applicable law.

EK has in place and maintains until the completion of the Services appropriate technical and organisational measures (having regard to the nature of the Personal Data, the state of technological development and the cost of implementing such measures) to protect against accidental, unauthorised or unlawful processing, destruction, loss, alteration or disclosure of, or damage to, Personal Data or to any equipment used to process the Personal Data in respect of the harm that might result from such accidental, unauthorised or unlawful processing, destruction, loss, alteration, disclosure or damage.

EK immediately notifies the Client if it receives

- a request from any person whose Personal Data it holds to access its Personal Data or
- a complaint or request relating to the Client's obligations under the Data Protection Legislation.

EK assists and co-operates with the Client in relation to any complaint or request received, including:

- providing full details of the complaint or request,
- complying with the request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the Client and
- promptly providing the Client with any Personal Data and other information it has requested.

EK allows the Client to conduct periodic audits of the Contractor's compliance with the Data Protection Legislation. EK complies with the instructions of the Client to enable such audits to be carried out.

EK complies with the requirements of the Client in relation to the storage, dispatch and disposal of the Personal Data in any form or medium.

EK immediately notifies the Client on becoming aware of any breach of this clause or of the Data Protection Legislation by EK or any Subcontractor.

EK does not process the Personal Data outside the UK without the prior agreement of the Client. Where the Client agrees, EK complies with the instructions of the Client and its obligations under the Data Protection Legislation, and provides an adequate level of protection to any Personal Data that are transferred.

The Client or EK provides appropriate safeguards in relation to the transfer and ensures that the data subject has enforceable rights and effective legal remedies.

1.18.1 Subject Access Requests (SARs)

In accordance with the Information Commissioner's Office (ICO), we reserve the right to charge a reasonable fee, for handling a Subject Access Request where we consider the request to be unfounded or excessive, or if someone requests further copies of their data following previous request. Any charges would be reasonable, based on the hours incurred in administering the request. Further charges may include printing, photocopying or postage costs.

1.19 Use of Artificial Intelligence (AI)

EK may use artificial intelligence (AI) systems to assist in the delivery of our professional services. Any AI system used will be subject to appropriate governance, due diligence, risk assessment and professional oversight in line with the RICS Responsible Use of AI in Surveying Practice standard.

We will inform the Client in writing where AI will have a material impact on the delivery of the instruction, including how it will be used. The Client may request further information regarding the AI system, our due diligence, or associated risk controls.

A qualified EK surveyor will always retain responsibility for all advice and outputs provided, including where AI has been used as a supporting tool. AI will not replace our professional judgement.

If the Client chooses to opt out of AI use for a particular instruction, we will advise whether this is feasible and confirm any implications for programme, scope or fees.

A. ADDITIONAL TERMS & CONDITIONS — BUILDING SURVEY & INSPECTIONS

The following Terms and Conditions apply where EK is carrying out building inspection services.

1.1 Content of the Report

In accordance with these Terms and the scope of the Client's instructions the Surveyor will use his or her best endeavours to report upon the following items appropriate to those instructions:

- (a) The condition and standard of construction of the Property including assessing the site/location, the design, layout, structure, fabric and services both externally and internally.
- (b) The grounds, boundaries and environmental aspects considered to affect the Property;
- (c) Any requirements for further investigation or testing arising from the inspection.
- (d) The need for repair and future maintenance requirements, if instructed to by the Client.

The report, schedule or other document will include limitation clauses that reflect the Terms and Conditions below, or refer to these terms as applicable.

1.2 Assumptions

Unless otherwise expressly agreed, the Surveyor while preparing the Report will reasonably assume that:

- (a) The Building(s) is offered with vacant possession; or other occupation arrangement as advised by the Client.
- (b) The Building(s) is connected to mains services with appropriate rights on a basis that is known and acceptable to the Client; and
- (c) Access to the Building(s) is as of right upon terms known and acceptable to the Client.

EK shall not be liable for matters arising from incorrect assumptions made in accordance with this section unless EK has been expressly instructed to verify those assumptions.

Where information provided by the Client or the Client's advisers is incomplete, inaccurate or misleading, EK accepts no responsibility for any resulting errors or omissions.

1.3 Scope of the Inspection

(a) Generally

The Surveyor will:

- i. Make an inspection so far as the nature, design, structure of and access to the Building (s) and conditions of occupancy and fittings/furnishing allow.
- ii. Consider his or her advice carefully but is not required to advise on any matter the significance of which in relation to the Building(s) is not apparent at the time of inspection from the inspection itself.
- iii. Inspect diligently but not undertake any action that would risk damage to the Building(s) or injury to himself, herself or any other party.
- iv. Not undertake any structural or other calculations.
- v. Not produce a repair schedule, planned maintenance report, feasibility report or advise on design, procurement or project management unless expressly agreed with the client.
- vi. Not take measurements or undertake a building reinstatement cost assessment unless expressly instructed by the Client.
- vii. Not comment on defects of a minor nature associated with normal wear and tear of the Property.

(b) Accessibility

- viii. The survey will be limited to areas where access is available at the day of the survey. There may be areas of the property to which we will be unable to gain access. We will advise of those areas that we were able to survey and those that we were not. To those areas that we do not inspect we will therefore be unable to report that such areas are free from defect. If we consider that access to specific areas needs to be arranged we will advise accordingly.
- ix. We will be unable to inspect those parts of the structure and services which are covered, (including with fitted carpets), unexposed or inaccessible, (including flues, ducts and voids or similarly enclosed areas), the access to which necessitates the moving of heavy or fitted furniture, the use of specialist tools or which could cause damage to fixtures and finishes. We will therefore be unable to report that any such parts of the property are free from defect.
- x. However, if we feel that our survey has been excessively limited, and that there are areas which require clearing or opening up, or where there are areas to which we consider access should be provided with the aid of an extension ladder or aerial platform to enable the survey to be adequately completed, we will advise you accordingly and make recommendations concerning the appropriate work that is required and the likely additional costs involved.
- xi. The surveyor will inspect as much of the internal and external surface area of the building as is practicable from ground level, upper floor levels, working platforms, roofs where safe and accessible using a 3 metre long ladder or where other access arrangements (builders' ladders, hydraulic hoists etc) have been previously agreed with the Client but will not inspect those areas which are covered, unexposed or not reasonably accessible from within the site, or adjacent public areas.
- xii. The surveyor is not required to move any obstruction to inspection including, but not limited to, fixtures, fittings and floor coverings.

- xiii. The surveyor will not open up or cut into the building fabric without specific directions from the Client. Such intrusive investigations, if instructed by the Client, will be at risk and liability of the Client and must be with the express permission of the building owner.
- xiv. Voids, ducts or other concealed spaces where hazardous materials or gases may be present will not be inspected if the surveyor considers a health risk exists.
- xv. **Safe Access Requirements:** The Client is responsible for ensuring safe, unobstructed and lawful access to all areas required for inspection. If EK considers that access is unsafe, unreasonable or in breach of health and safety requirements, EK may refuse to proceed and will advise the Client accordingly. Any aborted visits, delays or additional arrangements required as a result will be chargeable to the Client.

(c) Floors

The surveyor will lift accessible floor access panels, floorboards etc and trap doors, if any, which are not covered by heavy furniture, ply or hardboard, fitted carpets or other fixed floor coverings. The surveyor will not attempt to cut or lift fixed floorboards or other floor fabric without the express permission of the building owner.

(d) Fixed Covers or Housings

The surveyor will not attempt to remove securely fixed covers or housings without the express permission of the building owner.

(e) Roofs

The surveyor will inspect the roof spaces if there is a safe working platform available to work from and adequate lighting. Where no safe working platform or access is available, roof spaces will not be inspected. Similarly, outer surfaces of the roof or adjacent areas will be inspected using binoculars, but will be excluded if they cannot be seen.

(f) Boundaries, Grounds and Outbuildings

Where reasonable access is available the inspection will include boundaries, grounds and permanent outbuildings but will not include temporary buildings or structures. Unless specific information has been provided to us regarding property boundaries prior to our inspection, we will assume the boundary positions to be those reasonably apparently on site.

(g) Services

We confirm that we will not be carrying out nor commissioning specialist inspections or tests on your behalf, of the services including drains, hot and cold water, heating, gas or electrical. All of the comments made in respect of the services within our report will therefore be on the basis of a visual inspection only, undertaken in order to ascertain their general condition.

The surveyor will carry out a visual inspection of the service installations where reasonably accessible. Drainage inspection covers will be lifted where they are reasonably accessible and it is safe and practical to do so. No tests

of any of the service installations will be carried out unless previously agreed, although general overall comments will be made where reasonably possible and practicable but we cannot accept responsibility for any latent defects in the services installations which would only result from such specialist tests. The surveyor will report if it is considered that tests or investigations are advisable and can make arrangements for specialists to be employed for this purpose if so agreed by the Client. Where such tests are carried out, the related reports prepared by the specialist are for the Client's direct use and may not necessarily represent the opinion of EK. Specialist inspection of electrical installations or gas mains will not be undertaken.

(h) Areas not Inspected

The surveyor will identify any areas which would normally be inspected but which he or she was unable to reasonably inspect. Therefore we will be unable to report that such parts are entirely free from rot, beetle attack or other defects.

i. Environmental and Other Issues.

- xvi. We will not be carrying out, nor commissioning specialist inspections or tests on your behalf, nor making any formal enquiries relating to chemical contamination or, indeed, any other form of contamination of the site or neighbouring land. We would normally advise that a solicitor should obtain as much information as possible about the land and its previous uses, including enquiries directed to the Local Authority.
- xvii. Particular noise, dust, flooding or contaminated land and disturbance affecting the Property will only be noted if it is reasonably significant at the time of the inspection or if specific investigation has been agreed between the surveyor and the Client and confirmed in writing.
- xviii. The surveyor will report on any reasonably obvious health and safety hazards to the extent that they are apparent from elements of the Property considered as part of the inspection. The surveyor will not undertake a fire risk assessment or consider fire safety risks to determine compliance with legislation regarding owners and/or occupiers duties thereunder, but will comment on any shortcomings or concerns from a building surveyor's viewpoint to the extent that they are apparent from elements of the Property considered as part of the inspection.
- xix. We will not undertake an audit of the Property to ascertain compliance with the Equality Act, unless expressly instructed by the Client, but comments will be made on possible shortcomings or concerns as appropriate.
- xx. No audit or risk assessment in respect of obligations under health and safety legislation will be undertaken unless specifically instructed by the Client but attention will be drawn to hazards or risks to health and safety where appropriate.
- xxi. No investigation or testing for the presence of asbestos or assessment of the compliance with the control of asbestos legislation will be undertaken unless specifically instructed by the Client.

1.4 Deleterious / Hazardous Materials

- (a)** We confirm that we will not be carrying out or commissioning specialist inspections or tests on your behalf in order to ascertain whether or not high alumina cement, calcium chloride concrete additive, woodwool permanent formwork, RAAC or any other deleterious materials, including asbestos in any form, have been used in the construction of the building.

However, if during the survey we see any elements which we consider could represent a risk in this respect, we will advise you accordingly and make recommendations for the commissioning of appropriate specialist engineers' reports on your behalf and at additional cost.

- (b) Subject to Clause B3, the surveyor, based upon a limited visual inspection, will note and advise upon the presence of lead water supply pipes and asbestos.
- (c) The surveyor will advise in the report if, to the best of his or her knowledge, the Property is in an area where, based on information published the National Radiological Protection Board, there is a risk of radon. In such cases the surveyor may advise that tests should be carried out to establish the radon level.
- (d) The surveyor will endeavour to advise if there are transformer stations or overhead power lines which might give rise to significant electro and magnetic fields (EMFs) either over the subject Property or visible immediately adjacent to the Property but will not undertake tests for the presence of EMFs. The surveyor will not assess any possible effect on health or report on any underground cables.

1.5 Ground Conditions

The surveyor will not comment upon the possible existence of noxious substances, landfill or mineral extraction implications, or other forms of contamination, nor will the surveyor advise on the adequacy of the substratum for any particular purpose unless geotechnical tests or specialist advice are commissioned by the Client.

1.6 Title, Consents, Approvals and Searches

The Surveyor will assume that:

- (a) The Building or site is not subject to any unusual or onerous restrictions, obligations, rights of way, easements or covenants which apply to the Property or affect the reasonable enjoyment of the Property.
- (b) The report assumes that all legal advice shall be provided by your solicitors and that they will complete all searches and enquiries in respect of the property and existing records relating to it.
- (c) All planning, Building Regulations and other consents required (such as licences to alter, Party Wall Agreements etc) in relation to the property have been obtained. The surveyor will not verify whether such consents have been obtained. Any enquiries should be made by the Client or the Client's legal advisers. Drawings and specifications will not be inspected by the surveyor unless otherwise previously agreed.
- (d) The property is unaffected by any matters which would be revealed by a local search and replied to the usual enquiries, or by a Statutory Notice, and that neither the Property, nor its condition, its use or its intended use, is or will be unlawful.
- (e) The Client's legal advisors will report on ownership and title, but in case of leasehold properties, the surveyor will comment and advise on the repairing and other covenants relevant to the inspection, provided a copy of the lease is made available to him prior to inspecting the Property.

1.7 Leasehold Property

Where a leasehold interest is to be acquired, a general overview of the condition will be provided on those parts of the property for which a shared liability exists, such as common parts, estate roads, etc, subject to access being available. You should rely on your solicitor's advice on the contents of the lease. Our inspection of common parts will be more limited than the actual demised area.

1.8 Guarantees, Warranties, Operation and Health & Safety Manuals

No formal enquiries or examinations will be made as to the existence of guarantees, warranties, operation & maintenance manuals, health and safety, asbestos registers or other such documents applicable appropriate to the building and therefore no comment will be made as to their validity or suitability for the Client's needs unless expressly instructed by the Client and made available to the surveyor.

1.9 Liability

The report submitted will be for your use and while it may be shown to other professional advisers acting for you, the contents are not to be disclosed to, nor made use of by any third party without the express prior written consent of EK. Without such consent, EK can accept no responsibility to any third party. Such consent will, of course, not be unreasonably withheld. No liability will be accepted for non-contractual advice provided. All such advice should be verified and checked by others with the proper level of expertise.

1.10 Anti-Bribery

EK shall during the term of the Contract:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 (Relevant Requirements);
- (b) establish, maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements;
- (c) notify the Client (in writing) if it becomes aware of any breach of Clause (a) or Clause (b), or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with the performance of the Contract;
- (d) Upon written request of the Client, certify to the Client in writing signed by an officer of EK, compliance with this Clause by EK and all persons referred to in this clause. EK shall provide such supporting evidence of compliance as the Client may reasonably request.

EK shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the its obligations under the Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on EK in this Clause (Relevant Terms). EK shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the affected person for any breach by such persons of any of the Relevant Terms.

1.11 Anti-slavery

In performing its obligations under the Contract, EK shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (Anti-Slavery Laws) including the Modern Slavery Act 2015;
- (b) include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this;
- (c) notify the Client as soon as it becomes aware of any actual or suspected breach of Clause (a) and Clause (b); and
- (d) maintain a complete set of records to trace the supply chain of all Services provided to the Client in connection with this agreement; and permit the Client and its third party representatives to inspect EK's premises, records, and to meet the EK's personnel to audit EK's compliance with its obligations under this Clause.

EK represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

B. ADDITIONAL TERMS & CONDITIONS – CONTRACT ADMINISTRATION

The following terms and conditions apply where EK is appointed as contract administrator

1.1 Resident Liaison

With the exception of the methods and frequency of communication contained within our fee proposal letter and basis of our instruction, EK will not enter into liaison/communication with any parties other than the main point of contact for the Client unless specifically instructed to do so. Any additional liaison/communication may incur an additional fee. EK will not respond on any non-technical matters.

1.2 Access and Neighbourly Restrictions

Unless otherwise specifically stated in our fee proposal letter/letter of appointment, EK will not include the serving of letters/Notices or the preparation of any access agreements with neighbouring properties (for example for the erection of scaffolding on neighbouring land). The Client has an obligation to provide information relating to any restrictions on access around the building for the provision of scaffolding/access for the works.

1.3 Dampness

When appointed as contract administrator for external repairs and redecorations, EK will assess and provide recommendations for repairs for obvious defects causing dampness to areas of the building/internally. In some cases, the cause of damp related defects is not obvious and the cause may be related to a combination of defects and the correct diagnosis requires a process of elimination.

EK does not provide any warranty/guarantee that future leaks/dampness will not occur following completion of the works. In some circumstances, the period for testing and monitoring of repairs will extend past the date for removal of scaffolding allowed for within the contract period. EK will not be held liable for additional works not identified/specified during the progress of the works, the associated costs of access or any third party claims.

1.4 Contract Administration Fees

If following issue of our tender report and/or during the progress of the works phase, the final cost of the works is less than the contract sum, we reserve the right to negotiate a revised fee basis.

If the duration of the works extends past the duration of the original contract programme, we reserve the right to charge fees for our additional time. Fees will be based on our standard hourly rate, £215.00 exc VAT, current at the time of the project.

In relation to 'section 20' works, EK will not act for individual leaseholders unless specifically instructed to do so by our Client (the landlord) and/or where specifically included in our appointment/terms of engagement.

C. ADDITIONAL TERMS & CONDITIONS – SPECIALIST SURVEYS

This Appendix applies where EK is instructed to provide Specialist Surveys, including but not limited to aerial, drone-based, photographic, video or similar specialist inspection and data-capture services (“Specialist Surveys”).

Unless stated otherwise in this Appendix, the Standard Terms and Conditions of Engagement (April 2026) apply in full.

Where there is any inconsistency between this Appendix and the master Terms and Conditions, this Appendix shall prevail for Specialist Surveys only.

1.1 Glossary of Terms

ATC	Air Traffic Control
Landowner	the owner or long leaseholder of the land over which our equipment will be airborne
Media	documents, drawings, plans, photographs, video, records, schedules and other similar material created as a result of the Services

1.2 Scope of Specialist Surveys

Specialist Survey services shall be provided in accordance with the agreed quotation and scope.

EK shall exercise reasonable skill and care in the provision of Specialist Surveys but provides no opinion or advice on matters outside the agreed scope, including concealed or unobservable elements.

Any media, imagery, video or data produced (“Media”) is generated as part of a non-intrusive inspection and must not be treated as confirming the absence of defects or risks beyond what is visually apparent.

1.3 Permissions and Authority

The Client confirms that it is either:

- the landowner; or
- authorised by the landowner to permit Specialist Surveys (including aerial operations) to be undertaken.

Where the Client is not the landowner, written evidence of permission must be provided on request. Failure to do so may result in cancellation or postponement, with associated costs chargeable to the Client.

EK will not proceed where required permissions are absent or unclear.

1.4 Airspace, Regulation and Events Outside Our Control

Certain locations may require approvals or restrictions imposed by Air Traffic Control or other authorities. EK will advise the Client where this applies.

EK reserves the right not to proceed where conditions are unsafe or non-compliant, including (but not limited to):

- unsafe weather conditions
- unsafe access or working area

- inability to control public access
- aerial activity conflicts
- Client behaviour that places staff at risk

Where surveys are postponed due to weather or safety considerations outside the Client's control, EK will use reasonable endeavours to rearrange within 14 days with no additional fee.

Where postponement or abandonment is caused by Client action or inaction, EK may charge abortive or abandonment fees in accordance with clause 7.

1.5 Delivery of Media

Unless otherwise agreed, EK will use reasonable endeavours to make Media available electronically within 28 calendar days of final capture.

Alternative delivery methods may be agreed, subject to additional fees.

1.6 Intellectual Property

All Media is prepared for the Client's use solely for the Business Purpose defined in the instruction.

Intellectual Property in all Media remains vested in EK.

EK grants the Client a non-exclusive, worldwide licence to use the Media for the Business Purpose. This licence automatically terminates if the engagement is terminated.

Any use of the Media for other purposes requires EK's prior written consent and may incur additional fees.

EK asserts its moral right to be identified as the author of the Media. Where published, attribution shall read: "© **Earl Kendrick [Year]**" unless otherwise agreed in writing.

1.7 Data Loss

Whilst reasonable care will be taken, there is an inherent risk of data loss in specialist and aerial surveys.

Where data loss occurs due to EK's negligence and re-attendance is reasonably possible, EK will re-attend at no additional cost.

Where re-attendance is not practicable, EK will discuss appropriate resolution with the Client.

1.8 Fees, Abortive Visits and Minimum Charges

Specialist Surveys are subject to a minimum fee of £595 plus VAT, unless otherwise agreed.

The master T&Cs do not specify a minimum fee.

Where work is aborted or abandoned due to Client action or inaction, EK reserves the right to charge:

- up to 50% of the agreed fee, or
- time incurred calculated at the applicable hourly rate,

whichever is greater.

EK reserves the right to withhold Media and/or suspend services where payment is overdue.

1.9 Liability

EK maintains appropriate Professional Indemnity and Public Liability insurance for Specialist Surveys.

EK shall not be liable for:

- indirect or consequential losses;
- differences between Media appearance across different screens or print calibrations;
- losses arising from incorrect or incomplete information supplied by the Client.

EK's total liability for Specialist Surveys shall not exceed: £10,000,000; or the amount recoverable under EK's insurance.

1.10 Termination

The Client may terminate a Specialist Surveys instruction on 7 days' written notice.

Where termination is not due to EK's breach, the Client shall pay mobilisation fees (25% of total fees) and disbursement costs incurred up to the termination date.

1.11 General

This Appendix forms part of the Agreement and must be read alongside the Standard Terms and Conditions of Engagement (April 2026).

In the event of conflict, this Appendix takes precedence only in respect of Specialist Surveys.

D. ADDITIONAL TERMS & CONDITIONS – AKT PARTY WALL

This Appendix applies where AKT Party Wall Limited ("AKT") is instructed in connection with the Party Wall etc. Act 1996 (the "Act"). The Standard Terms and Conditions apply unless amended here; if inconsistent, this Appendix prevails for AKT Party Wall services.

1.1 Scope of AKT Party Wall Services

AKT will provide the services set out in the relevant fee proposal/quotation, which may include: reviewing information; preparing/serving Notices and follow-ups; liaising with Adjoining Owner(s)/surveyors; preparing a schedule of condition; and preparing/agreeing/serving the Award with supporting documents. AKT does not provide legal advice and does not act as designer, project manager or contract administrator unless agreed in writing.

1.2 Client Information, Authority and Co-operation

The Client must provide prompt, accurate and complete information needed for the services (including drawings/programme and, where relevant, method statements/temporary works), and sign AKT's authority where AKT is to serve notices. The Client must facilitate access for inspections. Delays, changes or incomplete information may affect programme and/or result in additional fees.

1.3 Affected Owners and Title Information

The number of Adjoining Owners/Awards may only be confirmed after reviewing title information. Land Registry/title searches are disbursements. If further owners are identified, additional Notices/Awards (and fees) may apply.

1.4 Fees, Estimates and Additional Time

Fees are as set out in the relevant AKT fee proposal/quotation (including any hourly rate and any estimated fee per Award). Estimates are not fixed unless stated as such in writing. Additional time/fees may arise where matters are protracted or change, including design changes, extra notices, delayed/incomplete information, additional queries, or unresponsive third parties.

1.5 Disbursements and Expenses

Disbursements/expenses are payable in addition to fees (plus VAT where applicable) and may include Land Registry/title information, travel, printing/copying and postage/couriers. AKT will seek approval for material disbursements where practicable.

1.6 Third-Party Fees Under the Act

Where surveyors are appointed under the Act, the Building Owner is commonly responsible for reasonable fees determined under the Act/Award (including any third surveyor and relevant specialist input). AKT's fees are separate from any Adjoining Owner surveyor or other third-party fees.

1.7 Invoicing, Payment and Suspension

AKT will invoice at agreed stages (which may include service of Notices, interim time-based invoices and a final invoice on service of the Award). Payment terms are as per the fee proposal/quotation (or, if silent, 7 days). AKT may suspend work and/or withhold documents where invoices are overdue; resulting delay and additional time are chargeable.

1.8 Programme and Third-Party Response

Any timescales are indicative unless agreed in writing. Award timescales depend on statutory periods and third parties (including Adjoining Owner(s), their surveyor(s) and receipt of design/contractor information). AKT is not responsible for delays caused by third parties or changes to the works.

1.9 Variations, Post-Award Services and Damage

Unless included in the agreed scope, post-Award services (including variations/supplemental awards, dealing with damage allegations, correspondence and final inspections) are additional services and will be charged on a time-incurred basis (or otherwise as agreed).

1.10 Consumer Cancellation (where applicable)

Where the Client is a consumer, cancellation rights apply as set out in the Agreement. If the Client requests AKT to start during any cancellation period, the Client must pay for services/disbursements provided up to cancellation.

E. CANCELLATION FORM

To **Earl Kendrick**
Building Centre
26 Store Street
London WC1E 7BT

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service:

Professional services of a Chartered Surveyor for _____

Ordered on [*] _____

Name of consumer(s) _____

Address of consumer(s) _____

Signature of consumer(s) _____
(only if this form is notified on paper)

Date _____

[*] Delete as appropriate.

WAIVE RIGHT TO CANCELLATION PERIOD FORM

I am aware that the contract we have entered into has a 14 day 'Right to Cancellation' clause within it. However, I would like you to begin work sooner than that.

I hereby expressly request that you begin work before the expiry of the 14 day cancellation period.

Name of consumer(s) _____

Address of consumer(s) _____

Signature of consumer(s) _____
(only if this form is notified on paper)

Date _____