



General

1. For the purposes of this document, "we", "our" and "us" refers to Intelligent Structural Solutions Ltd and "you" and "your" refers to you.
2. These Terms and Conditions set out the basis upon which we are appointed by you. As soon as we start work for you, you shall be deemed to have accepted these Terms and Conditions.
3. Instructions for our services are often taken verbally and confirmed in writing by email or letter, detailing the type of service required and the fee basis. Failure by us to confirm in writing will not invalidate the verbal contract.
4. Where we have agreed a fixed fee with you, if you request us to carry out additional work, an additional fee will be payable and will be calculated on a time charge basis based on the hourly rate for the staff member(s) plus disbursements/expenses unless otherwise agreed.
5. Where we have agreed with you to proceed based on an estimate of our fees we will inform you if our estimate is likely to be exceeded. We will not exceed our original estimate without your prior approval.
6. We will let you know as soon as possible if we find that we are unable to carry out your instructions for whatever reason because, for example, the situation with the property/site is significantly different to that previously described to us, we are prevented from doing so by another party or by law, regulation, professional code of conduct or other conflict of interest, or we consider there to be an unacceptable health & safety risk. In such situations, you will be responsible for paying to us the reasonable cost of time spent and expenses incurred up to the point when it became clear that we would be unable to carry out your instructions.
7. **We maintain professional indemnity insurance to cover our liability to you if we fail to carry out our services with reasonable skill and care. If you make a claim against us our liability to you will be restricted to the direct losses attributable to our negligence and/or breach of these Terms and Conditions. Furthermore our total liability to you will also be restricted to £500,000.**
8. Our services are normally undertaken in accordance with your particular requirements and for a particular purpose. Consequently any liability which may arise from our services will be restricted to you only and we are not to be held responsible for any action taken by others to whom our report, calculations or other output may be made available unless we have agreed otherwise in writing.
9. In the course of carrying out our work for you it may be necessary for independent contractors to be appointed to perform specialist services such as drains testing, soil testing or excavating trial holes. If so, we will advise you of the costs of the additional services and obtain your approval before proceeding. When making such appointments we will do so as your agent meaning that you will have the direct contractual relationship with the contractor. On completion of their work, we will settle the contractor's account directly and include their costs (along with a 10% administration charge) in our invoice to you.
10. Where estimated costs, budgets or allowances for building/remedial works are provided by us, these are only to indicate the likely order of costs. They should not be considered as an accurate assessment of costs and must not be relied upon as such. Due to the varying complexity of such works you are advised to obtain written estimates, quotations or tenders



from suitable contractors with relevant experience before making any financial commitment.

11. In the event that your circumstances change and you no longer require our services, you should inform us immediately. If you cancel your instructions to us after we have begun working on your behalf, you will pay to us the costs of the time and expenses incurred up to the date of cancellation.
12. Payment of our fees is due within 14 days of the invoice date unless agreed otherwise. We reserve the right to charge you interest at a rate of 8% above the Bank of England base rate per annum on all overdue payments.
13. If you dispute the amount shown on the invoice you must inform us as soon as possible and certainly no later than the date when the payment is due.
14. If our services or associated building/remedial works are being funded by an insurance claim or grant aid you must inform us in writing giving the full name and address of the funding organisation and any policy, claim or application reference. You are reminded that there is normally an excess on insurance claims or a personal contribution towards grant aid which you must pay.
15. Unless you have signed a mandate in our favour you are responsible for paying our invoice promptly and recovering any insurance payment or grant aid yourself. Regardless of whether or not a mandate has been signed you are ultimately responsible for the payment of our fees.
16. We acknowledge that, from time to time, you will be providing us with personal details. We do not envisage needing to release any of those details to anyone else except for the purposes of any work we do for you. We undertake to you that we will comply with our statutory responsibilities under the Data Protection Act.
17. If you are unhappy with any aspect of the service we provide to you or you feel it could be improved in any way, please inform us immediately. We shall investigate all complaints thoroughly and promptly and we will provide you with an explanation of our findings.
18. If, after our work for you is completed, we are subsequently instructed to advise on the same property or structure for someone else, we reserve the right to refer to the knowledge gained during our work for you and to disclose our previous involvement to them. We will take reasonable steps to contact you before using that knowledge but will be under no obligation to obtain your consent before proceeding.

Reporting

1. Our reports will be based on visual observations taken externally and internally. You must provide us with access to all necessary areas. We do not normally move heavy furniture, lift floor coverings or make exploratory holes during an inspection. If our engineer considers that access to any area would be unsafe, or potentially unsafe, we will be unable to access the area until safety measures are arranged, which may incur an additional cost.
2. The inspection will be limited to the main building and exclude any detached garages, outbuilding, walls, fences etc unless you specifically instruct us otherwise.
3. We will not inspect the woodwork or other areas of the property which are covered, unexposed or inaccessible and our report will not therefore indicate that any such part of the structure is free from defect.



4. Our report will not include those aspects normally dealt with in a Building Surveyor's report, including but not limited to services, decorations, roof coverings and the like, the position of the property with respect to local amenities and the condition of the property with regard to dry rot, timber infestation, dampness and the like.
5. Unless noted in the report to the contrary we will not consider matters such as contaminated land, asbestos or other potentially hazardous materials, nor high alumina cement or other potentially deleterious materials.

Investigations

1. Our service will be limited to an investigation of the problem(s)/issue(s) specified in your instructions to us. Investigations will include but are not limited to, archive research, interviewing persons or organisations, making exploratory holes or excavations, opening up or taking apart, taking samples, undertaking tests and any other activities necessary to determine the extent and cause of the problem(s).
2. Investigation work may cause damage - particularly to finishes and decorations. If you are not the owner of the property and you request us to carry out any investigation work this will indicate to us that you have all necessary permissions from the owners and tenants of the property for us to carry out the work. Reinstatement of damaged areas will be included only if specifically agreed.

Crack and/or Level Monitoring

1. Our service will be limited to monitoring the areas specified and will involve measurements at regular intervals for a period to be agreed. Unless agreed to the contrary, we will report to you after each set of measurements have been taken.

Building /Remedial Works

1. Our service may include the detailing, scheduling and specification of building/remedial works, the preparation of tender documents, obtaining of competitive tenders, reporting on the tenders and applying for Building Regulations and/or other necessary approvals. Building Regulations' fees and the like will be charged separately as a disbursement. Any specific details of the scope of our services will be agreed separately between us and you.
2. Our service may include inspecting the contractor's work on an occasional basis and administering the contract. The frequency of any such visits may vary according to the needs and progress of the works.
3. We will issue instructions to the contractor and variations to the contract as necessary. You must not instruct the contractor yourself without talking to us first as it may increase the total costs you have to pay to the contractor.
4. The contractor will need to be paid in stages, usually monthly. Accordingly, we will certify progress payments and upon satisfactory completion will certify the work and the final valuation. Completion certificates will only be issued when all of our invoices are fully paid.

Miscellaneous Services



1. The scope and any limitations to miscellaneous services not specifically referred to above will be agreed with you before commencing.

