RICS PROFESSIONAL STANDARD

Terms of engagement: rural estate management services

UK

1st edition, January 2017

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RICS®

Terms of engagement: rural estate management services

RICS professional standard, UK

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This document applies to the UK and Crown Dependencies. If any of the requirements contained in this document conflict with regional legal requirements, those regional legal requirements take precedence and must be applied.

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RICS standards framework

RICS' standards setting is governed and overseen by the Standards and Regulation Board (SRB). The SRB's aims are to operate in the public interest, and to develop the technical and ethical competence of the profession and its ability to deliver ethical practice to high standards globally.

The RICS Rules of Conduct set high-level professional requirements for the global chartered surveying profession. These are supported by more detailed standards and information relating to professional conduct and technical competency.

The SRB focuses on the conduct and competence of RICS members, to set standards that are proportionate, in the public interest and based on risk. Its approach is to foster a supportive atmosphere that encourages a strong, diverse, inclusive, effective and sustainable surveying profession.

As well as developing its own standards, RICS works collaboratively with other bodies at a national and international level to develop documents relevant to professional practice, such as cross-sector guidance, codes and standards. The application of these collaborative documents by RICS members will be defined either within the document itself or in associated RICS-published documents.

Document definitions

Document type	Definition
RICS professional standards	**Set requirements or expectations for RICS members and regulated firms about how they provide services or the outcomes of their actions.** RICS professional standards are principles-based and focused on outcomes and good practice. Any requirements included set a baseline expectation for competent delivery or ethical behaviour. They include practices and behaviours intended to protect clients and other stakeholders, as well as ensuring their reasonable expectations of ethics, integrity, technical competence and diligence are met. Members must comply with an RICS professional standard. They may include: • mandatory requirements, which use the word 'must' and must be complied with, and/or • recommended best practice, which uses the word 'should'. It is recognised that there may be acceptable alternatives to best practice that achieve the same or a better outcome. In regulatory or disciplinary proceedings, RICS will take into account relevant professional standards when deciding whether an RICS member or regulated firm acted appropriately and with reasonable competence. It is also likely that during any legal proceedings a judge, adjudicator or equivalent will take RICS professional standards into account.
RICS practice information	**Information to support the practice, knowledge and performance of RICS members and regulated firms, and the demand for professional services.** Practice information includes definitions, processes, toolkits, checklists, insights, research and technical information or advice. It also includes documents that aim to provide common benchmarks or approaches across a sector to help build efficient and consistent practice. This information is not mandatory and does not set requirements for RICS members or make explicit recommendations.

Introduction

The terms for the provision of rural estate management services are a matter for negotiation and agreement between the Agent and the Client. The model draft agreement ('the Model Agreement') sets out the standard clauses and schedules that should be included. In those standard clauses and schedules, there are matters that will need to be specifically agreed between the Agent and the Client for the Model Agreement to be complete, and these are highlighted in the Model Agreement.

In completing the Model Agreement the parties should ensure that reference to any clause or schedule numbers are correctly completed.

This professional standard explains matters which should be considered by the Agent and the Client in order to complete the Model Agreement.

The clauses

Clause 5: Appointment

Clause 5 details the services which it is agreed will be provided by the Agent.

The services are made up of three separate elements:

1 Basic Services, detailed in Schedule 1 Part 1, are the standard professional services and tasks recommended by RICS to be performed by a surveyor providing rural estate management services. In the opinion of RICS, a member providing the services in accordance with the procedures detailed in the Model Agreement should at least have a partial defence to an allegation of negligence.

2 Additional Services, detailed in Schedule 2 Part 1, are those services in addition to the Basic Services which the Client and the Agent agree shall be provided. The services detailed in Schedule 2 Part 1 of the Model Agreement are merely **examples** of the additional professional services a surveyor may provide to a client and these services should be deleted or added to depending on what is agreed between the Client and the Agent. Schedule 2 Part 1 should be finalised before the Model Agreement is entered into between the parties.

3 Further Services, detailed in clause 13 of the Model Agreement, covers the situation where the parties agree that additional services beyond those detailed in the agreement should be performed by the Agent after the Model Agreement has been entered into.

Different fee payments or fee structures may need to be agreed for each of these Services and those should be agreed and included in the Model Agreement before it is entered into.

Clause 5.2

Clause 5.2 provides that the terms of the agreement define the Agent's role for the purposes of the *Trustee Act* 2000. The *Trustee Act* 2000 regulates the duties of trustees in English trust law, and principally gives a set of default powers that apply to trusts unless the trust document specifies differently by exclusion, modification or widening. The *Trustee Act* 2000 can apply inter alia to persons appointed to acquire or manage land, or responsible for the insuring of trust properties. It is recommended that this clause is included.

The *Trustee Act* 2000 does not apply to Scotland.

Clause 6: Agent's obligations

Clause 6 provides that the Agent will perform the Services in accordance with the Required Standard as defined by clause 4.17 of the Model Agreement. That definition provides that as

well as exercising the reasonable skill, care and diligence of a qualified member of the Rural Practice Division of RICS, the Agent will need to take into account any regulations which the Client wishes to be followed as to the way the Estate is to be managed and run. Any such regulations should be incorporated in the Agreement and the definition of Client Regulations at clause 4.11 of the Model Agreement provides that the Client Regulations are attached to the Model Agreement as a separate schedule.

Clause 7: Agent's authority

Under the terms of the Model Agreement the Agent is authorised to carry out the Services detailed in that Agreement. Clause 7 details express matters that the Agent is authorised to do on behalf of the Client in connection with the provision of those Services.

Clause 7.1

Clause 7.1(c) refers to the level of expenses and disbursements the Client authorises the Agent to incur in relation to the management of the Estate without referring back to the Client. Expenses and disbursements need to be detailed in the relevant schedule and it may be appropriate to identify separate amounts for particular purposes.

Clause 7.1(e)

Section 48 of the *Landlord and Tenant Act* 1987 requires a landlord of a residential dwelling to provide the tenant with notice of an address in England and Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant. For the purposes of section 48 that address for service can include the managing agent's address and it is for the Client and the Agent to agree whether notices are to be served on the Agent's address, and whether those notices include any notices served in relation to court proceedings. The requirements of section 48 are different to those of section 47 of the *Landlord and Tenant Act* 1987 whereby the name and address of the landlord must be included in any rent demand save where the landlord's address is not in England and Wales. Failure to do so renders any rent demand invalid. There is no corresponding provision to section 48 under Scottish or Northern Irish law. Clause 7.1(e) expressly provides that an Agent may accept service of a notice on behalf of a Client.

Clause 7.2

It is for the Client and the Agent to agree before entering into the Agreement whether the Agent's authority is limited to those matters detailed in clause 7.1, or whether in addition the Client wishes to give the Agent authority to enter into any contract, commitment or undertaking on behalf of the Client.

Clause 8: Variation

The Agent and the Client must agree as to whether or not a term of the Model Agreement can be varied or waived after the Model Agreement has been entered into, and the appropriate clause must be included in the Model Agreement so that the parties are fully aware of the position before entering into the Model Agreement. The trade-off between permitting, or prohibiting any variation or waiver is that the former provides for flexibility whereas the latter gives certainty. The parties must decide which situation is preferable depending on the particular circumstances, and that decision may depend on the extent and nature of the Estate and the Agent's role.

Clause 11: Remuneration

The fees or fee structure should be negotiated and agreed between the Client and the Agent before the Agreement is entered into, and details of those fees should be included in the Agreement. For instance the parties may wish to have fixed fees for certain work and for other work to be charged by reference to the time charges agreed between the parties.

The Model Agreement provides for details of both the fees for the Basic Services and for the Additional Services to be included in Schedule 1 Part 2.

The Model Agreement provides for the fees for any Further Services to be calculated in accordance with clause 13.3 of the Model Agreement, which is on the basis that the fee for Further Services will be a reasonable amount calculated by reference to the agreed time charges. These time charges should be included in the relevant schedule and reference made to that schedule in clause 13.3, whether it is reference to the charges detailed in Schedule 1 Part 2 or a new schedule, included in the Agreement to deal with this issue.

Schedules 1 and 2 include a clause providing for the adjustment of fees in certain circumstances where the cost of the fees will exceed the cost originally agreed between the parties. It is recommended that this clause is included particularly if fixed fees or timescale have been agreed but the inclusion of this clause is a matter for agreement between the parties.

These schedules and/or clauses must be completed as agreed between the Client and the Agent before the Model Agreement is entered into.

Clause 12: Payment

Clause 12 includes the provisions relating to the payment of fees by the Client to the Agent. The parties should agree whether invoices are to be submitted on set dates and detail those dates in Schedule 1 Part 2, or by certain intervals, e.g. monthly or quarterly, etc.

Clause 12.2

The Client and the Agent must agree the time limit for payment of invoices and the number of days allowed must be included in clause 12.2. This timescale should coincide with any printed details on any invoice submitted by the Agent to the Client for payment of fees.

Clause 13: Further services

The only services that the Agent is required to carry out for the Client and therefore to be paid for under the terms of the Agreement are the Basic Services and the Additional Services as detailed in the Model Agreement. Thereafter, if the Agent identifies Further Services that should or are desirable to be performed for the proper performance of the Agent's duties, the Agent must first obtain the Client's written agreement for the performance of those Further Services and for the parties then to agree the fee to be charged for those Further Services. Failure to do so will result in the Agent being unable in the first instance to recover any fees for those Further Services from the Client.

In addition, clause 13.6 provides that at any time after the date of the Model Agreement, the parties may agree in writing for the Agent to perform Further Services.

The Model Agreement provides a method for the calculation and payment of any such Further Services but before it is entered into the parties are free to agree between them and to include in the Model Agreement clauses relating to the calculation and payment of fees for any Further Services.

Clause 16: Assignment

Clause 16.2 – prior to entry into the Model Agreement the Client and the Agent should agree as to whether or not the Agent may subcontract any of the services to be performed by the Agent under the Model Agreement. If clause 16.2 is omitted then the agent is free to subcontract any of the services but will be liable to the Client if any of those services are not performed in compliance with the terms of the Model Agreement.

Clause 19: Privacy and data protection

It is essential that the Agent is aware of its particular obligations under the *Data Protection Act* 1998 in respect of any data or information relating to the Client that it holds.

Clause 22: Liability and indemnification of Agent

Clause 22.4 limits the extent of the Agent's liability to the Client as a result of the Agent's breach of contract or negligence by reference to the lower of the limit of the Agent's professional indemnity insurance cover or a fixed sum. These are options and it is for the parties to agree what (if any) that limit shall be.

Clause 27: Governing law

Clause 27 of the draft Agreement provides that the Agreement and any dispute or claim arising out of or in connection with it shall be governed by the law of England and Wales, or Scotland or Northern Ireland.

Clause 28: Jurisdiction

Clause 28 provides that the parties agree that the courts of England and Wales or the courts of Scotland or the courts of Northern Ireland will have exclusive jurisdiction to settle any dispute or claim arising in connection with the Agreement.

This is appropriate where the estate is wholly within England and Wales, or Scotland or Northern Ireland. It assumes that the parties will want the governing law to be that of the country in which the Estate sits.

Different considerations arise where, for example, the Estate is partly in England and Wales and partly in Scotland or Northern Ireland. The conflict of laws position determining what law applies in this situation is complicated. The relevant regulations provide that a contract shall be governed by the law chosen by the parties. The choice shall be made expressly or clearly demonstrated by the terms of the contract or the circumstances of the case. It is therefore essential that the parties decide what law is to govern the Agreement.

Any attempt to have separate jurisdiction clauses applicable to whichever country the land is based in will probably be too complex to be valid and enforceable. The only way that this could be dealt with would be for separate contracts to be entered into between the parties depending on where the land concerned is situated. Again, this may give rise to difficulties in practice with a risk of confusion between the parties. If there is one law that applies to the entirety of the Agreement, it removes the risk of this confusion.

Careful consideration should be given to whether to have one law or separate contracts. Each case will need to be considered on its own facts and where appropriate, legal advice should be obtained on the relative advantages and disadvantages of these options. It is not possible to provide a list of all the factors that should be considered – each case should be considered on its own facts.

The Model Agreement

Disclaimer

The Model Agreement and professional standard provide a framework only. There are a number of matters users need to consider. Users of these documents are responsible for forming their own view as to whether these documents and their contents are suitable for use in any particular circumstances. The supply of these documents does not constitute legal or other professional advice, nor does it constitute any opinion or recommendation as to how any person should conduct its business or whether any person should or should not enter into any form of contract. Users should, if appropriate, consult their professional advisers as to any such matter. No warranty, express or implied, is given in respect of these documents and neither RICS nor the authors shall be liable for any loss or damage of any kind arising directly or indirectly from the use or misuse of these documents or from any reliance on them by any person, except to the extent that exclusion of such liability is prohibited by law.

This Agreement is dated:

(1) **The Client**

Name(s):

Address/registered office:

Telephone No:

Fax No:

Email:

(2) **The Agent**

Name(s):

Address/registered office:

Telephone No:

Fax No:

Email:

3 Background

(A) The Client intends to appoint the Agent to carry out the Services in relation to the Estate at [address and description] ('the Estate') (B) The Client wishes to appoint the Agent on the terms of this Agreement.

Agreed terms:

4 Interpretation

4.1 The following definitions and rules of interpretation apply in this Agreement.

4.2 Definitions:

4.3 **Additional Fee**: The amount payable by the Client to the Agent for the Additional Service under this Agreement (as detailed in Part 2 of Schedule 2).

4.4 **Additional Services**: The services set out in Part 1 of Schedule 2.

4.5 **Asbestos**: Any type of asbestos and any substance that contains a type of asbestos (in any form and in any quantity) however and wherever occurring and any form of contamination by asbestos however and wherever occurring.

4.6 **Authorised Expenses and Disbursements**: The expenses and disbursements detailed in Schedule [ ] within the level of expenditure set out in [Schedule] in connection with the provision of the services, or as agreed in writing between the Client and the Agent.

4.7 **Basic Fee**: The amount payable by the Client to the Agent for the Basic Services under this Agreement (as detailed in Part 2 of Schedule 1).

4.8 **Basic Services**: The services set out in Part 1 of Schedule 1.

4.9 **Business Day**: A day other than a Saturday, Sunday or a statutory bank holiday.

4.10 **Client Files**: Files of documents prepared by the Agent in connection with the provision of the services to the Client stored in any format, including physical or electronic and in or on any medium.

4.11 **Client Regulations**: Any special requirements or regulations of the Client as set out in writing and included in Schedule [5].

4.12 **Fee**: the Basic Fee and the Additional Fee (if any) and the Further Fee (if any).

4.13 **Further fee**: the amount payable by the Client to the Agent for the Further Services under this Agreement (as detailed in clause [13] of this Agreement).

4.14 **Further Services**: The services set out in clause [13] of this Agreement.

4.15 **Insolvent**: A party is insolvent if:

a being an individual (or any of those comprising the party is an individual) proposes or enters into any composition or arrangement with his creditors generally or any class of his creditors; or is the subject of any judgment or order which is not complied with within seven days, or is the subject of any execution or process delivered on the whole or any part of its assets and such attachment or process is not discharged within [ ] Business Days, or is the subject of an application or order or appointment [depending on the region, choose as applicable]:

(A) [in England and Wales use the following:] under sections 254, 273 or 286 of the *Insolvency Act* 1986; or is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of section 268 of the *Insolvency Act* 1986; or

(B) [in Scotland use the following:] under sections 254,273 or 286 of the *Insolvency Act* 1986; or is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of section 268 of the *Insolvency Act* 1986, or is the subject of any apportionment under section 2 of the *Bankruptcy (Scotland) Act* 1985; whose Estate has been sequestrated in accordance with the *Bankruptcy (Scotland) Act* 1985; or is apparently insolvent within the meaning of the *Bankruptcy (Scotland) Act* 1985; or

(C) [in Northern Ireland use the following:] articles 228, 247 or 259 of the *Insolvency (NI) Order* 1989.

b being a company, is the subject of a petition presented or an order made or a resolution passed for appointing an administrator or winding up such company; or a receiver or administrative receiver is appointed of the whole or any part of the undertaking, property, assets or revenue of the company; or agrees to declare a moratorium or is unable to pay its debts within the meaning of [depending on the region choose as applicable]:

(A) [in England and Wales use the following:] section 123 of the *Insolvency Act* 1986 or

(B) [in Scotland use the following:] section 123 of the *Insolvency Act* 1986 or

(C) [in Northern Ireland use the following:] article 103 of the *Insolvency (NI) Order* 1989

or ceases or threatens to cease to carry on its business.

4.16 **Pollution**: pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however or wherever occurring.

4.17 **Required standard**: The reasonable skill, care and diligence to be expected of a qualified member of the Rural Practice Division of RICS undertaking the services having regard to:

a all the terms of this agreement

b the information provided by the Client and

c the Client's Regulations.

4.18 **Services**: the Basic Services, the Additional Services (if any) and the Further Services (if any).

4.19 **VAT**: Value Added Tax imposed by the *Value Added Tax Act* 1994, or any similar tax in addition to or replacing it from time to time.

4.20 clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

4.21 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's personal representatives, successors and permitted assigns].

4.22 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.

4.23 A reference to a **Company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

4.24 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

4.25 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

4.26 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

4.27 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

4.28 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

4.29 Any obligation on the party not to do something includes an obligation not to allow that thing to be done.

4.30 A reference to **writing** or **written** includes fax [and email **or** but not email].

4.31 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are paragraphs of the relevant schedule.

4.32 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

4.33 A reference to a document in this Agreement is a reference to that document as varied or notated (in each case other than in breach of this Agreement) at any time.

4.34 Unless this Agreement expressly provides otherwise a reference to the Estate is to the whole or any part of it.

4.35 Unless expressly provided otherwise, the obligations and liabilities of the parties or the persons forming the parties under this agreement are joint and several.

5 Appointment

5.1 The Client appoints the Agent to carry out the services, subject to the terms of this Agreement.

5.2 Unless otherwise agreed between the Client and the Agent, this Agreement shall serve to define the Agent's role for the purposes of [depending on the region choose as applicable]:

(A) [in England and Wales use the following]: *Trustee Act* 2000 or

(B) [in Scotland use the following]: the *Trusts (Scotland) Act* 1921 or

(C) [in Northern Ireland use the following]: the *Trustee Act (Northern Ireland)* 2001 insofar as the provisions of that Act apply to the appointment of the Agent.

5.3 This Agreement takes effect from the date when the Agent begins performing the Services, regardless of the date of this Agreement.

6 Agent's obligations

6.1 Subject to clause 6.2, the Agent undertakes that it shall:

a comply with the terms of this Agreement and

b comply with the rules of RICS.

6.2 The Agent undertakes that it shall exercise the Required Standard:

a when performing the services

b to comply with (and to assist the Client in relation to the Estate complying with) any:

  i relevant statutory provision

  ii instrument, rule or order made under such statutory provision and

  iii regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Estate or any part of the Estate or with whose systems or property the Estate is or will be connected and

c to assist the Estate in complying with all planning agreements, permissions and conditions.

6.3 The Agent agrees that it will provide the services in a reasonable time unless a specific timescale is agreed in writing with the Client.

7 Agent's authority

7.1 The Client authorises the Agent:

a in cases of emergency or where required in order to comply with all statutory duties to take all such steps as the Agent considers reasonable in the circumstances

b [to suspend any employee of the Client if in the Agent's reasonable opinion that employee's performance or conduct is unsatisfactory but not without the prior written approval of the Client to appoint or dismiss any employee of the Client]

c to incur the authorised expenses and disbursements in connection with the provision of the services

d to reimburse itself for the fee (or any part thereof) and/or any authorised expenses and disbursements from any monies of the Client held by the Agent.

e for the purposes of [depending on the region choose as applicable]:

(A) [in England and Wales use the following:] section 48 of the *Landlord and Tenant Act* 1987 to accept service of notices [including notices in proceedings], which may be served on the Agent as the Client's Agent or

(B) [in Scotland use the following:] the Client authorises the Agent to accept service of notices [including notices in proceedings], which may be served on the Agent on the Client's behalf or

(C) [in Northern Ireland there is no equivalent provision].

The Client authorises the Agent to enter into agreements on its behalf, to serve notices on its behalf, and to represent the Client at arbitrations and inquiries and before tribunals. This authority does not extend to entering into deeds, leases for a term of more than three years (unless otherwise agreed in respect of Farm Business Tenancies), or contracts for the sale of freehold or leasehold properties.

7.2 The Client agrees that the Agent is not responsible for providing advice on tax or taxation issues, or for providing financial investment advice.

8 [Variation]

8.1 [The terms of this Agreement may only be varied by an agreement in writing between the parties.] [The parties are not permitted to vary or waive compliance of any terms of this Agreement.]

9 Communication and instructions

9.1 The Client will provide or ensure that the Agent is provided with all information reasonably necessary for the Agent to initiate and undertake the services [either personally or through a previous agent or another professional adviser].

9.2 The Client will provide adequate access to the Agent and its representatives to any land and buildings reasonably necessary for the Agent to initiate and undertake the services.

9.3 The Client shall respond promptly to any request by the Agent to provide information or instructions [which the Agent considers] necessary for the proper provision of the services.

9.4 If the Client authorises other professional advisers to give instructions, take decisions or provide information to the Agent, such instructions, decisions or information shall be treated as if they had been provided by the Client and the Agent shall be entitled to report and disclose information to such professional advisers, and liaise as necessary with such other professional advisers.

9.5 The Agent will promptly advise the Client or his professional advisers if any claim is made or threatened against the Client, or any loss or damage is suffered or is likely to be suffered by the Client.

9.6 Upon request by the Client the Agent shall promptly allow the Client or anyone authorised by the Client to inspect any document in the possession of the Agent relating to the Estate and shall provide copies of any such document at the Client's expense.

9.7 Any written notice or other communication between the parties may be sent by first class post and shall be deemed to have been received the second Business Day after it was posted if despatched within the United Kingdom to the address shown for that party in the Agreement, or such other address as has subsequently been substituted by notice in writing.

10 Records

10.1 Unless otherwise agreed in writing between the Client and the Agent, ownership of all documents brought into existence by the Agent (other than those set out in Schedule [4] shall belong to the Agent notwithstanding payment by the Client of the remuneration due under the terms of this Agreement.

10.2 The Client's files will be retained by the Agent for a minimum of six years from the date on which the Agent's work is effectively completed. After that time, the Client's files may be destroyed in accordance with the Agent's archiving policy subject to prior written agreement between the Client and the Agent as to an alternative storage period. The Client agrees that storage of client files by the Agent may be provided by third party contractors, and the Client agrees to meet all the Agent's reasonable costs in accessing the client files in any off-site facility for reasons which do not relate to on-going work. The clause does not apply to documents which the Agent reasonably considers to be of continuing significance; estate records or title deeds, but does include documents that belong to the Client including those detailed in Schedule [4].

10.3 The Client accepts that the client files may be stored by the Agent in a number of different media and formats, and that there is a risk of damage and/or corruption associated with all systems of file storage.

11 Remuneration

The Client shall pay:

a the Basic Fee (calculated in accordance with this Agreement) as full remuneration for the Basic Services

b the Additional Fee (calculated in accordance with this Agreement) as full remuneration for any Additional Services and

c the Further Fee (calculated in accordance with this Agreement) as full remuneration for any Further Services.

11.2 The fee, together with any authorised expenses and disbursements shall be the Agent's entire remuneration under this Agreement.

11.3 The Client shall reimburse the Agent for any authorised expenses or disbursements. Any other expenses and disbursements that the Agent incurs are deemed to be included in the fee. Any authorised expenses or disbursements payable by the Client to the Agent shall be included in the next invoice after they are incurred, and paid by the Client in accordance with clause 9 (subject to clause 4.1(d)).

11.4 The Client shall pay the Agent any VAT properly chargeable on the services. Any amount expressed as payable to the Agent under this Agreement is exclusive of VAT unless stated otherwise.

11.5 The fees, rate of remuneration and expenses specified in the Agreement may be reviewed at the request of either party at any time, but not earlier than 12 months after a previous review, except in relation to expenses, and any revised rate shall apply after the expiry of one month from the date of such request or from such other date as may be agreed.

12 Payment

12.1 The Agent shall submit to the Client invoices in respect of the fee [monthly, quarterly or such frequency as is agreed between the parties] [on the dates detailed in Schedule 1 Part 2 of this Agreement].

12.2 Unless otherwise agreed in writing, all invoices submitted by the Agent to the Client are for payment within [ ] from the delivery of the invoice.

12.3 If the Client fails to pay an amount due to the Agent by the final date for payment then the Client shall pay interest on the overdue amount at the rate of [%] per annum above **[full name of bank]** base rate from time to time. Such interest shall accrue on a daily basis from the final date of payment until actual payment of the overdue amount, whether before or after judgment. The Client shall pay interest together with the overdue amount. [The parties acknowledge that the Client's liability under this clause is a substantial remedy for the purposes of section 9(1) of the *Late Payment of Commercial Debts (Interest) Act* 1998.]

If any fee or other amount due to the Agent is paid in currency other than sterling the payment shall be converted into sterling unless the Client notifies in advance that they are not to be converted. Any exchange risk or bank charges (including any levied by the Agent's bankers) will be the Client's.

13 Further Services

13.1 The Agent shall notify the Client as soon as reasonably practicable if it becomes apparent that Further Services are likely to be required for the proper performance of the Basic Services or Additional Services, identifying the required service(s). If the Client agrees that the Agent shall perform the Further Services following the date of this Agreement, the Client shall send to the Agent written instructions to perform a Further Service.

13.2 As soon as reasonably practicable after receiving written instructions to perform a Further Service, the Agent shall provide the Client with a written estimate of cost of the Further Service.

13.3 Unless the parties agree otherwise, the Further Fee shall be a reasonable amount calculated by reference to the time charges set out in [ ] provided that no Further Fee shall be payable if the requirement for a Further Service arises from the Agent's default or negligence, or the default or negligence of the Agent's subcontractors or suppliers (if any).

13.4 On the Client and the Agent agreeing in writing that the Agent shall perform the Further Service, the Agent shall be liable to perform the Further Service in accordance with the terms of this Agreement.

13.5 Any Further Fee payable by the Client shall be included in the next invoice following the fulfilment of the Further Service to which it relates.

13.6 Other than as detailed in clause 13.1 of this Agreement, the Client and the Agent may at any time after the date of this Agreement agree in writing that the Agent shall perform a Further Service, and unless the parties agree otherwise clauses 13.3–13.5 shall apply to any such Further Services agreed between the parties.

14 Termination

14.1 Either party may terminate the Agent's engagement under this Agreement at any time by giving to the other [ ] [Business Days] [months] notice in writing.

14.2 Notwithstanding the provisions of clause 14.1, the Agent may immediately terminate its engagement under this Agreement by giving written notice to the Client if:

a the Client has failed to provide instructions requested in writing by the Agent for at least one month after such request is sent to the Client, in accordance with clause 13.1; or

b the Client is in material breach of its obligations under this Agreement [and fails to remedy that breach within [ ] Business Days of receiving written notice requiring it to do so]; or

c the Client has conducted itself in a manner liable to injure the Agent or the Agent's other interests, or bring the Agent into disrepute.

14.3 Notwithstanding the provisions of clause 14.1, the Client may immediately terminate the Agent's engagement under this Agreement by giving written notice to the Agent if:

a the Agent is in material breach of its obligations under this Agreement [and fails to remedy that breach within [ ] Business Days of receiving written notice requiring it to do so] or

b the Agent has conducted itself in a manner liable to injure the Client or its Estate or the Client's other interests, or bring the Client into disrepute.

14.4 Either party may immediately terminate the Agent's engagement under this Agreement by giving written notice to the other party if the other party becomes insolvent.

15 Consequences of termination

15.1 On termination, in accordance with clause 14, the Client shall pay the Agent:

a any amount properly due for payment under this agreement at the date of termination, including inter alia all fees due in relation to the services properly performed up to and including the date of termination, and all expenses and disbursements incurred by the Agent under this Agreement up to and including the date of termination

b if the Agent's engagement under this Agreement is terminated:

  i by the Client in accordance with clause 14.1

  ii by the Agent in accordance with clause 14.2

  iii by the Agent in accordance with clause 14.4 the Client shall also pay any reasonable expenses and disbursements necessarily incurred by the Agent as a direct result of the termination, including the transfer of the work to another agent of the Client's choice and

c if the Agent's engagement under this Agreement is terminated by the Client in accordance with:

  i clause 14.3

  ii clause 14.4

the Agent shall pay the Client the reasonable cost of procuring a replacement agent to carry out the services in relation to the Estate. To the extent that such cost exceeds the fee, any such costs shall be deducted from the amount payable to the Agent under clause [15.1(a)] and if any shortfall remains following such deduction the Client may claim it as a debt due from the Agent.

15.2 On termination of this Agreement in accordance with clause 14, the Agent shall promptly return to the Client all of the documents referred to in Schedule [4] together with any other documents reasonably required for the continuing management of the Estate.

15.3 Termination of the Agent's engagement under this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

16 Assignment

16.1 This Agreement may not be assigned or transferred in whole or in part without the prior written consent of both parties [such consent not to be unreasonably withheld], and any such assignment or transfer shall be valid only after written notice of it has been given to the Client or Agent.

16.2 The Agent may subcontract any incidental part or parts of any services to be supplied to the Client, such as the preparation of plans, photography, advertising or courier services. With the exception of such incidental parts, the Agent shall not subcontract the performance of any of the services without the Client's prior written consent. The Agent shall be responsible for any services it subcontracts to a third party as if it had performed those services itself.

16.3 Where the governing law of this Agreement is the law of Scotland, any reference to assignment shall be construed as a reference to assignation.

17 Confidentiality

17.1 The Agent undertakes that it shall not at any time disclose to any third party any information concerning the Client's personal or business affairs (other than that information which enters the public domain) except as permitted by clause [17.2].

17.2 The Agent may disclose the Client's information as referred to in clause [17.1]:

a to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the Agent's obligations under this agreement. The Agent shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the Client's information comply with this clause

b to any other professional adviser authorised by the Client to give instructions to, take decisions for the Client, or provide information to the Client

c as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority or

d with the prior authority of the Client.

17.3 The Agent shall not make any written or verbal statement to the media about the Estate or the Client without the prior authority of the Client.

17.4 The Agent shall not be liable to any third party to whom or which the Client may disclose the Agent's advice or purport to transfer the benefit of any services supplied by the Client, or

to whom or which the Client shows any document, drawing, plan, model or report produced by the Agent for the Client.

17.5 Where the Client provides the Agent with fax or computer network addresses to which material is to be sent, the Client undertakes that its arrangements are sufficiently secure and confidential to protect the Client's interests.

17.6 Data sent by the Agent to the Client by email is not routinely encrypted. The Agent shall use email as a form of communication with the Client unless and until the Client notifies the Agent in writing that email is not to be used as a form of communication with the Client by the Agent.

18 Copyright

18.1 Copyright and any intellectual property rights in any original material (including correspondence), document, drawing, plan, model or report produced by the Agent for the Client shall remain vested in the Agent, and the Agent grants to the Client only a non-exclusive, non-assignable licence to use any such copyright work only for the purposes for which it was prepared. The Agent may also provide copies of other material, the copyright and/ or intellectual property rights in which may belong to third parties. The Agent does not authorise the Client to copy or otherwise use any third party material in any manner which might amount to an infringement of the copyright and/or intellectual property rights of any third party.

19 Privacy and data protection

The Client's details will be kept on the Agent's database for administration and accounting purposes, to enable it to make credit searches and to enable the Agent to send to the Client relevant information on its services and on events. In relation to the Client's details, the Agent undertakes that it will comply with its obligations under the *Data Protection Act* 1998.

20 Money laundering and compliance

20.1 The *Proceeds of Crime Act* 2002, the *Terrorism Act* 2000 and the regulations made pursuant to such legislation, which are aimed at preventing money laundering, require that the Agent obtain proof of identity from the Client if it acts for the Client in connection with relevant financial business. Accordingly, the Client may be requested to supply the Agent with the necessary details. In certain circumstances, the Agent is required by law to report to the National Criminal Intelligence Service any evidence or suspicion of money laundering. The Agent is prohibited from notifying the Client of the fact that a report has been made.

20.2 To ensure compliance with the anti-money laundering legislation, the Agent reserves the right to decline cash receipts in excess of £1,000. The Agent also reserves the right to refuse to pay to any third party money due to the Client.

21 Professional indemnity insurance

The Agent shall maintain professional indemnity insurance. The limit on the Agent's professional indemnity insurance cover may vary from time to time and will be disclosed

to the Client upon request (but will not at any time be less than the minimum level of cover required by RICS' Rules of Conduct as amended from time to time). If the Client requires the Agent to accept liability in respect of a larger potential loss than that covered by the Agent's professional indemnity insurance cover, the Client must notify such requirement to the Agent and the Agent will ascertain the cost of obtaining (if possible) additional insurance protection, and thereafter notify the Client of the additional fee or charge that will be payable by the Client to enable the Agent to accept that higher level of liability.

22 Liability and indemnification of the Agent

22.1 Nothing in this clause shall operate so as to exclude or limit either party's liability for death or personal injury resulting from its negligence.

22.2 The Agent's liability to the Client for advice given to the Client by the Agent shall be as follows:

a the Agent shall not be liable for any valuation given orally and not confirmed in a formal written report which states the basis and purpose of the valuation, the assumptions on which it is based, and any limitations as to the matters which it takes into account. The Client agrees that it will not rely on any valuation or survey given orally.

b if the Agent gives the Client any other advice orally and the Client wishes to rely on it for any purpose, the Client must obtain prior written consent from the Agent to do so

c the Agent shall not be under any obligation to update any advice, report or valuation to take account of events occurring or information received after the advice, report or valuation has been delivered in final written form and

d if the Agent expresses an opinion or makes a forecast concerning future events, the Agent shall only be liable for the loss that was caused by the Agent's failure to exercise reasonable skill and care when giving that opinion or making that forecast.

22.3 The Agent shall not be liable for any loss, damage, or expense sustained by the Client where such loss, damage or expense was sustained by the Client as a result of:

a incomplete, inaccurate or erroneous information or instructions provided or made available to the Agent by the Client, or by any third party acting on behalf of the Client

b [any defect or failure to identify any defect in the Estate or in any plant, machinery, equipment or materials used upon the Estate which could not reasonably have been known to the Agent] or

c [any act, omission or insolvency of any person other than the Agent].

22.4 Subject to clauses 22.1, 22.3 and 23, the extent of the Agent's liability to the Client for any loss or damage suffered by the Client as a result of the Agent's breach of contract or negligence shall be limited to [the lower of] the limit of the Agent's professional indemnity insurance cover [or the sum of £].

22.5 The Client shall indemnify the Agent against all claims made against the Agent arising out of his appointment as Agent provided that at all times prior to the making of the claim the Agent shall have carried out the services to the required standard and that the claim does not arise from any breach of duty owed by the Agent to the Client.

22.6 The Agent shall not be liable to any third party to whom the Client discloses the Agent's advice or purports to transfer the benefit of any services supplied by the Agent or to whom or which the client may show any document, drawing, plan, model or report produced by the Agent for the Client.

22.7 Except as provided by the Agreement, the Agent shall not be responsible for the Estate, the control of which shall remain the responsibility of the Client.

22.8 The Client will at all times maintain appropriate public liability insurance in respect of claims that may be brought against the Client by individuals who suffer injury or damage while on the Estate. The Client recognises that the appointment of the Agent under the terms of this Agreement does not diminish its responsibilities to those individuals and the Agent is only liable for its own acts of negligence or breach of contract.

22.9 Nothing in this clause shall limit or exclude any liability for fraud.

23 Asbestos and pollution

23.1 The Agent is not authorised or qualified to undertake surveys or inspections required under the Control of Asbestos at Work Regulations 2002 and will not undertake such works.

23.2 The Client will notify the Agent as soon as reasonably possible if the Client is aware, or becomes aware, of the presence or potential presence of Asbestos or Pollution on the Estate or in any building or structure on the Estate.

23.3 The Client shall indemnify the Agent against:

a all costs and actions of all kinds, howsoever arising, incurred or carried out by the Client, or by any tenants, occupiers, management staff, contractor or anyone (other than the Agent and its employees), relating to the presence or potential presence of Asbestos or Pollution in or on the Estate or any building or structure on the Estate and

b all consequences of actions of the type referred to in paragraph (a) above.

24 Disputes

24.1 Where the Agent is a [firm or a] partner or director of a firm and [which/who] is a Member of RICS, there shall be an internal complaints handling facility within the firm, in accordance with the regulations and by-laws of RICS.

24.2 If a dispute between the parties in relation to this Agreement is not resolved internally, the matter may be referred, on the agreement of both parties, to mediation by a member of the RICS accredited mediators panel or, where no agreement is reached as to the mediator to be appointed, to a mediator to be appointed by the President of RICS or, if the Estate is wholly in Scotland, the Chairman of RICS in Scotland, save that where the Estate is both in

England, Wales and/or Scotland the mediator shall be appointed by the President of RICS, or if the Estate is wholly in Northern Ireland, the Chairman of RICS in Northern Ireland.

24.3 If any dispute between the Agent and the Client arising out of this Agreement is not resolved in accordance with clauses 24.1 or 24.2, then the matter must go for arbitration under the *Arbitration Act* 1996 [or expert determination if the dispute relates to fees only].

25 Third party rights

A person who is not a party to this Agreement shall not have any rights under [depending on the region choose as applicable]:

(A) [in England and Wales use the following]: the *Contracts (Rights of Third Parties) Act* 1999 to enforce any terms of this Agreement or

(B) [in Scotland use the following]: the *Contracts (Rights of Third Parties) Act* 1999 to enforce any terms of this Agreement or

(C) [in Northern Ireland use the following]: the *Contracts (Rights of Third Parties) Act* 1999 as modified to enforce any term of this Agreement.

26 Entire agreement

26.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

26.2 Each party agrees that on entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

26.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

27 Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with [depending on the region choose as applicable]:

(A) [in England and Wales use the following:] the law of England and Wales or

(B) [in Scotland use the following:] the law of Scotland or

(C) [in Northern Ireland use the following:] the law of Northern Ireland.

28 Jurisdiction

Each party irrevocably agrees that [depending on the region choose as applicable]:

(A) [in England and Wales use the following:] the courts of England and Wales or

(B) [in Scotland use the following:] the courts of Scotland or

(C) [in Northern Ireland use the following:] the courts of Northern Ireland; shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 Part 1: Basic Services – general rural estate management services

1 Policy and liaison

1.1 Liaison with the Client and his other professional advisers by correspondence and telephone to contribute to meeting the Client's objectives for the Estate, and where appropriate, seeking the advice of the Client's professional advisers.

1.2 Preparation and periodic review of an estate management and maintenance plan.

1.3 Attendance at meetings with the Client on the Estate; the preparation of and circulation of agendas and minutes of such meetings.

1.4 Response to routine enquiries of the Client and any tenants of the Estate.

2 Estate records and notices

2.1 When requested by the Client or when in his personal possession, the safe storage of Estate documents (e.g. tenancy agreements).

2.2 Maintenance and updating of the Estate plans and records.

2.3 The service (necessary to protect the Client's interests) and receipt of notices in connection with lettings, rent reviews and termination of tenancies, in consultation with the Client's solicitors where necessary.

3 Accounting

3.1 Preparation of Estate budgets, cash flows and forecasts.

3.2 Management and reconciliation of bank accounts on behalf of the Client and exercising a mandate to sign cheques.

3.3 Keeping the Estate books, with details of receipts and payments necessary to maintain an audit trail.

3.4 Making authorised payments and receiving monies.

3.5 Preparing rental statements, issuing rent demands, collecting rents and chasing late payment, and instructing solicitors with the Client's authorisation.

3.6 Issuing demands to tenants for the recovery of insurance premiums and any other monies as they become due under the terms of their agreements; collecting such amounts, chasing late payment and instructing solicitors with the Client's authorisation.

3.7 Providing periodic and year-end financial reports to the Client.

3.8 Maintaining VAT records and making returns, and dealing with periodic VAT inspections.

3.9 Liaising with the Client's accountants and assisting with audits of the Estate accounts.

3.10 Preparing and submitting annual company returns.

3.11 Maintaining an assets register.

4 Estate staff

4.1 Directing, coordinating and supervising employees, contractors, specialists and advisers engaged by the Client in connection with management of the Estate.

4.2 Advising on staff recruitment and, in collaboration with the Client's solicitors, advising on dismissals and redundancies.

4.3 Issuing and maintaining employment statements.

4.4 Supervising and arranging the payment of wages and maintaining payroll records and the appropriate accounting for statutory deductions including income tax and national insurance.

4.5 Advising on annual salary reviews.

4.6 Administering pension arrangements, but not advising on or making pension arrangements.

4.7 Maintaining Health and Safety at Work Statements, and COSHH Assessments.

4.8 Maintaining an accident book.

5 General management

5.1 Arranging and supervising non-structural repairs (excluding those works which fall within the CDM regulations) and routine property maintenance within an approved budget. Checking related invoices and authorising payment. N.B. All repair and maintenance work is subject to the appropriate Health and Safety Regulations.

5.2 Periodic meetings with tenants and promoting fulfilment of tenancy obligations.

5.3 Advising on applications for assignment and other consents under the terms of lettings.

6 Property insurances

6.1 Advising upon, periodically reviewing, and arranging appropriate insurances as authorised by the Client.

6.2 Maintaining insurance records.

6.3 Checking renewal statements.

6.4 Forwarding all potential third party claims to the Client's brokers/insurance company.

6.5 Advising brokers/insurance companies of all Estate activities. 6.6 Completing annual declarations.

Schedule 1 Part 2: Fees for Basic Services

1 Calculation of Basic Fee

1.1 [The Basic Fee will be based on the hourly or daily charging rate of the personnel involved in providing the Basic Services multiplied by the number of hours or days spent by the person on the work in question.]

1.2 [The hourly rates of the personnel involved in this matter are:

Name	Role/position	Hourly rate	Daily rate

Or The Client may at any time request details of the relevant charging rates applicable to the work being done in the provision of the Basic Services.]

1.3 [The rates are subject to change, usually on [ ] each year. The Agent shall notify the Client in writing of any change in the rates.]

1.4 [The Basic Fees for the Basic Services, [detailed below] shall be: *details for fixed fees for certain work, etc.*]

2 Adjustment of Basic Fee

The Basic Fee shall be adjusted if the cost of provision of the Basic Services

- is materially increased from any Basic Fee previously agreed or
- if the Agent expects there to be a material increase in the time to be taken to complete the provision of any of the Basic Services due to a cause outside the Agent's reasonable control and which it could not reasonably have foreseen at the time of the Agreement, provided that the Agent shall not be entitled to any adjustment of the fee where it arises from the Agent's default or negligence.

The Agent shall notify the Client of its intention to claim an adjustment to the Basic Fee as soon as reasonably practicable after it becomes aware of the need to claim an adjustment to the Basic Fee in accordance with the above provisions. The

Agent's written notice shall include a written estimate of the proposed adjustment to the Basic Fee.

Unless the parties agree otherwise the Basic Fee shall be adjusted by a reasonable amount by reference to the time charges set out in this schedule [ ].

3 Submission of invoices

[Invoices shall be submitted on the dates detailed below]

Schedule 2 Part 1: Additional Services

1 Lettings

1.1 Negotiating rent reviews and lease/letting renewals with existing tenants, and preparing documentation to record changes.

1.2 Negotiating terms of new lettings and preparing documentation.

1.3 Negotiating seasonal grazing licences and preparing documentation.

1.4 Negotiating terms following tenancy succession applications.

1.5 Negotiating terms of tenancy surrenders.

1.6 Referring, instructing and liaising with the Client's solicitors in respect of any of the above.

2 Forestry

2.1 Planning and supervising forestry work with an approved budget. Checking related invoices and authorising for payment.

2.2 Preparation of grant applications and other necessary approvals.

3 Farm business management and consultancy

3.1 Advising on the availability and suitability of grants and subsidies relevant to the Client's farming business. Arranging, overseeing and submitting applications for basic payment scheme payments and where appropriate for agri-environmental payments also (application for and claim for capital or one off grants will be charged for separately).

4 Insurance claims

4.1 Preparing and negotiating insurance claims.

5 Planning

5.1 Advising on planning (including mineral and landfill development) opportunities and making investigations.

5.2 Submitting representations on statutory plans (structure, unitary development, local and mineral plans, etc.).

5.3 Submitting planning applications.

5.4 Submitting appeals and making written representations.

5.5 Dealing with any enforcement enquiries and action.

6 Financial

6.1 Negotiating funding and overdraft limits (no financial investment advice can be given).

7 Acquisitions and disposals

7.1 Marketing and negotiations.

8 Valuations and surveys

8.1 Preparation and negotiations in respect of property (including quota) valuations.

8.2 Building surveys.

8.3 Valuations for insurance purposes.

9 Rights, easements, wayleaves and covenants

9.1 Negotiating the sale of rights, including sporting, tipping, filming and any other legal rights over the property.

9.2 Dealing with the grant of easements and wayleaves and dealing with compulsory acquisitions by statutory and other authorities, drainage boards, etc.

9.3 Advising on restrictive covenants, and negotiating approval on variations.

10 Rating

10.1 Advising on rating assessments and liability.

10.2 Submitting objections to rating assessments.

10.3 Negotiating assessments with the district valuer or other parties.

10.4 Checking revised assessments.

11 Leisure management

11.1 Negotiating terms for use of property for leisure purposes.

11.2 Supervision of such leisure uses to ensure compliance in accordance with agreed terms.

12 Access management

12.1 Negotiating terms for the grant of access rights to the property.

12.2 Supervision of such access agreements to ensure compliance in accordance with agreed terms.

12.3 Making representations to local and other authorities where claims are made on the review of definitive rights of way plans. Submission of notices and statutory declarations to confirm existing rights of way.

12.4 Where land or property is newly made open to the public, supervision of such activities.

12.5 Negotiating the creation, diversion, downgrading or stopping up of access rights.

13 Waste management

13.1 Preparation of waste management plan.

14 Hearings and disputes

14.1 Preparation for and attendance at arbitrations, inquiries, tribunals and court and other hearings, or as part of mediation proceedings.

14.2 Negotiating resolution of disputes in connection with the property including boundary disputes, rights of way and encroachments.

15 Client's meetings

15.1 Attendance at extraordinary meetings not on the Estate.

15.2 Preparation and circulation of records of such meetings.

16 Building, design, construction procurement and construction management

17 Reports and advice

17.1 Preparation of advice and special reports outside the terms of clause 4 of the Model Agreement, Agreed Terms and Schedule 1 Part 1, including such in respect of farming, building and drainage works, and sales and purchases of property, including mineral rights.

17.2 Health and safety audits and environmental audits.

Schedule 2 Part 2: Fees for Additional Services

1 Calculation of Additional Fee

1.1 [The Additional Fee will be based on the hourly or daily charging rate of the personnel involved in providing the Additional Services multiplied by the number of hours or days spent by the person on the work in question.]

1.2 [The hourly rates of the personnel involved in this matter are:

Name	Role/position	Hourly rate	Daily rate

Or

1.3 [The Client may at any time request details of the relevant charging rates applicable to the work being done in the provision of the Additional Service.]

1.4 [The rates are subject to change, usually on [ ] each year. The Agent shall notify the Client in writing of any change in the rates.]

1.5 [The Fees for the Additional Services shall be: *Details for fixed fees for certain work, etc.*]

2 Adjustment of Additional Fee

The Additional Fee shall be adjusted if the cost of provision of the Additional Services

- is materially increased from any Additional Fee previously agreed or
- if the Agent expects there to be a material increase in the time to be taken to complete the provision of any of the Additional Services

due to a cause outside the Agent's reasonable control and which it could not reasonably have foreseen at the time of the Agreement, provided that the Agent shall not be entitled to any adjustment of the fee where it arises from the Agent's default or negligence.

The Agent shall notify the Client of its intention to claim an adjustment to the Additional Fee as soon as reasonably practicable after it becomes aware of the need to claim an adjustment to the Additional Fee in accordance with the above provisions. The Agent's written notice shall include a written estimate of the proposed adjustment to the Additional Fee.

Unless the parties agree otherwise the Fee shall be adjusted by a reasonable amount by reference to the time charges set out in [Schedule].

3 Submission of invoices

Invoices shall be submitted on the dates detailed in Schedule 1 Part 2.

Schedule [3]: Authorised expenses and disbursements

The Client authorises the Agent to incur and shall reimburse the Agent the following expenses and disbursements in addition to the fee in accordance with [clause 11.3].

Expenses/disbursements	Authorised level

Schedule [4]: Documents belonging to the Client

(A) **Legal documents**

Tenancy agreements, leases, licences, wayleaves, easements, conveyances, deeds of grant, deeds of trust, partnership agreements and all supporting documentation.

(B) **Statutory approvals**

Planning consents, approvals under building regulations, *Reservoir Act* certificates, abstraction licences.

(C) **Grant and subsidies**

Grant and subsidy applications and approvals and all supporting documentation.

(D) **Correspondence addressed to the Client**

All correspondence addressed to the Client including notices from statutory authorities and other parties, e.g. planning, enforcement notices.

(E) **Estate plans paid for by the Client**

Ordnance Survey plans subject to any terms and agreement with Ordnance Survey, particularly digital data.

(F) **Other material**

Any other text or material produced by the Client or refunded to the Agent by the Client, e.g. legal text books, local plan documents and equipment; drainage plans.

(G) **Essential documentation relating to work in progress**

Specifications of works, building plans.

Documents (A) to (G) above are the Client's property and should be delivered without undue delay upon termination of the Agreement.

The Client has the right to request copies of any other documents reasonably required for work in progress; the Client to meet the reasonable cost of obtaining copies.

Schedule [5]: Client regulations

Delivering confidence

We are RICS. As a member-led chartered professional body working in the public interest, we uphold the highest technical and ethical standards.

We inspire professionalism, advance knowledge and support our members across global markets to make an effective contribution for the benefit of society. We independently regulate our members in the management of land, real estate, construction and infrastructure. Our work with others supports their professional practice and pioneers a natural and built environment that is sustainable, resilient and inclusive for all.

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