

## **TERMS OF ENGAGEMENT**

### Party Wall Work

1. All business undertaken by the Company "APM Projects Limited" will be subject to these standard Terms and Conditions.
2. Appointments under the Party Wall etc. act 1996 are appointments under statute; this means that the role of the party wall surveyor is to administer the act fairly and impartially. The surveyor's role is not to represent a "Client" but to ensure both parties rights are protected at all times; this applies equally if the surveyor is appointed by one party or as agreed surveyor by both parties. The parties are generally referred to as appointing owners, never as a client.
3. **We must be appointed in writing for the appointment to be valid under the act, we will ask you to sign and return our standard "letter of appointment", we cannot act as your party wall surveyor without a written appointment.**
4. We will accept appointments from one party or as agreed surveyor in the following circumstances:
  - If we have no involvement in the project.
  - If we have provided advice regarding the project.
5. We will NOT accept appointments in the following circumstances:
  - If we are project managing the project.
6. Our price includes the following:
  - Land registry searches.
  - Other searched (such as the electoral register) to find owners.
  - Liaising with the other parties' surveyor if appointed.
  - Visiting site to take and agree the schedule of condition.
  - Agreeing and issuing the Award.
7. Our price does NOT include the following:
  - Resolving disputes following completion of the works (i.e. damage).
  - The fees of other specialist consultants if required.
  - Value added tax.
  - Dealing with "security for expenses" including setting up escrow accounts.
8. Invoices will be submitted at the time the award is issued, payment is due upon signing the Award. When working for an adjoining owner our invoice will in all normal circumstances be made out to the Building Owner.