

TERMS & CONDITIONS – PARTY WALL SERVICES

Please read these Terms & Conditions carefully. They apply to services provided by Alpha-Tec Party Wall Surveyors Ltd and, where a surveyor is appointed under section 10 of the Party Wall etc. Act 1996, explain the separate statutory nature of that appointment. They should be read with the relevant fee quotation, letter of instruction and/or Letter of Appointment.

Important: A statutory appointment of a Party Wall Surveyor is personal to the appointed surveyor and is not the same as an ordinary client/consultant retainer. These Terms regulate the commercial arrangements with Alpha-Tec Party Wall Surveyors Ltd so far as the law permits, but do not override the Act or improperly restrict the independent statutory functions of an appointed surveyor.

1.0 INTRODUCTION AND CONTRACT DOCUMENTS

- I. These Terms & Conditions apply to Party Wall services provided by Alpha-Tec Party Wall Surveyors Ltd ("Alpha-Tec", "we", "us" or "our").
- II. The particular service, scope and fee will normally be set out in a fee quotation, email, letter of instruction and/or Letter of Appointment. Those documents and these Terms are to be read together.
- III. If there is an inconsistency, the specific written fee quotation or Letter of Appointment will prevail in relation to the particular scope and fee, but only to the extent of that inconsistency.
- IV. Nothing in these Terms excludes or restricts any right or obligation which cannot lawfully be excluded or restricted.

2.0 DEFINITIONS

- I. Act: *the Party Wall etc. Act 1996.*
- II. Client: *a person or organisation instructing Alpha-Tec for services outside a formal section 10 appointment, including preliminary advice, notice preparation/service or other agreed consultancy work.*
- III. Appointing Owner: *an owner or owners who have appointed the Party Wall Surveyor under section 10 of the Act.*
- IV. Building Owner: *has the meaning given by the Act and generally means the owner or owners proposing works to which the Act applies.*
- V. Adjoining Owner: *has the meaning given by the Act and generally means an owner of land, buildings, storeys or rooms adjoining those of the Building Owner.*
- VI. Consultant: *Alpha-Tec and/or a surveyor working for Alpha-Tec when providing non-statutory consultancy or agency services.*
- VII. Party Wall Surveyor: *the individual surveyor personally appointed under section 10 of the Act, whether as Building Owner's Surveyor, Adjoining Owner's Surveyor or Agreed Surveyor.*
- VIII. Award: *an award made under section 10 of the Act.*
- IX. Schedule of Condition: *a written and/or photographic record of the visible condition of relevant parts of a property, whether appended to an Award or prepared as a separately agreed service.*



- X. Services: *the work expressly agreed in the relevant quotation, instruction or appointment.*
- XI. Property: *the property or properties to which the Services relate.*

3.0 NATURE AND SCOPE OF OUR ROLE

- I. Alpha-Tec may provide non-statutory consultancy or agency services before any dispute or statutory appointment arises. These may include reviewing proposed works, advising whether notices appear to be required, preparing and serving notices, responding to correspondence, and arranging a Schedule of Condition.
- II. Where a dispute has arisen and an individual surveyor is appointed under section 10 of the Act, that surveyor acts in a statutory capacity. The surveyor must exercise independent professional judgment and is not simply the agent of the Appointing Owner.
- III. The precise scope is limited to the Services reasonably required by the agreed instruction and, where appointed under section 10, to matters falling within the surveyor's statutory jurisdiction.
- IV. Unless expressly agreed in writing, our role does not include:
- architectural, structural, engineering or other design responsibility;
 - acting as Principal Designer, Principal Contractor, designer or other duty holder under the Construction (Design and Management) Regulations 2015;
 - contract administration, project management, site management or supervision of the building works;
 - checking general workmanship, quality, programme, cost control or compliance with the building contract;
 - certifying compliance with planning permission, Building Regulations, building control requirements, leasehold covenants, licences to alter or other statutory/private-law requirements;
 - determining the legal boundary, title, ownership, easements, rights of light, restrictive covenants or other land-law matters;
 - providing legal, tax, insurance, valuation or conveyancing advice; or
 - giving any guarantee that proposed works are safe, buildable, compliant or free from defects.
- V. Drawings, calculations, method statements, risk assessments and other documents prepared by third parties may be reviewed only so far as reasonably necessary for the Party Wall matter. Our review does not amount to approval of the design or acceptance of responsibility for the document.
- VI. The inclusion or reference to any third-party drawing, calculation, method statement, report or other document in an Award does not transfer responsibility for that document to Alpha-Tec or the Party Wall Surveyor.
- VII. Unless specifically instructed and entitled to do so, we do not determine boundary disputes. Any line shown on drawings considered for Party Wall purposes is not, merely by being considered or appended to an Award, a determination of the legal boundary.
- VIII. A Party Wall Award does not grant rights of trespass, encroachment or overhang beyond those lawfully available under the Act, and it does not replace any separate consent, licence or permission required outside the Act.



4.0 INSTRUCTIONS, INFORMATION AND CO-OPERATION

- I. The Client/Appointing Owner must provide complete and accurate information reasonably required for the Services, including ownership details, relevant drawings, structural information, access details and known health and safety information.
- II. We are entitled to rely on information and documents supplied by the Client/Appointing Owner and other professional advisers unless it is obviously incorrect or we have agreed to verify it.
- III. The Client/Appointing Owner must promptly tell us of any material change to the proposed works, ownership, design, programme, access arrangements or other circumstances relevant to the Party Wall matter.
- IV. Where all legal owners are required to instruct or appoint, the person communicating with us warrants that they have authority to do so or will procure the necessary written authority.
- V. If information, access or instructions are delayed or incomplete, we will not be responsible for resulting delay. Additional work reasonably caused by such delay, change or omission may be charged at the applicable hourly rate.
- VI. We may decline to act, pause non-statutory work, or require further information where we reasonably consider that proceeding would be unsafe, unlawful, misleading, outside our competence or outside the agreed scope. This does not affect any statutory duties that continue after a valid section 10 appointment.

5.0 PARTY WALL NOTICES

- I. Where instructed to prepare or serve notices, we will do so on the basis of the ownership and design information supplied or otherwise reasonably obtained for that purpose.
- II. Land Registry searches, title documents or other ownership checks are chargeable as disbursements unless expressly included in the fee proposal.
- III. Where a Client has already prepared or served a notice, we may review it before relying upon it. If we consider that a further, corrected or replacement notice is appropriate, the associated work will be chargeable unless expressly included in the agreed fee.
- IV. A notice service instruction does not automatically include acting as Party Wall Surveyor if a dispute subsequently arises. A separate statutory appointment and/or further fee arrangement may be required.

6.0 STATUTORY APPOINTMENTS UNDER SECTION 10

- I. A Party Wall Surveyor appointment must be made in writing and is personal to the named surveyor.
- II. Once validly appointed under section 10, the Party Wall Surveyor's functions are governed by the Act. The Appointing Owner cannot direct the surveyor to reach a particular conclusion or to include provisions in an Award which the surveyor considers to be outside jurisdiction or unreasonable.
- III. A statutory appointment cannot be rescinded or simply be withdrawn because an Appointing Owner changes their mind. The appointment continues or comes to an end in accordance with the Act and applicable law.



- IV. Where further or amended notifiable works give rise to a dispute while the statutory appointment remains effective, the appointed surveyor may deal with those matters where the Act permits and where reasonably required.
- V. Following service of an Award, the surveyor's continuing jurisdiction is limited to matters for which the Act provides jurisdiction. General construction administration, neighbour liaison and project management are not included merely because an Award has been served.
- VI. Where a further dispute genuinely arises under the Act after an Award, additional work may be chargeable at the hourly rate or under a further agreed fee arrangement, subject always to the surveyor's statutory jurisdiction and any determination of reasonable costs under the Act.

7.0 SCHEDULES OF CONDITION

- I. A Schedule of Condition is a visual record prepared for Party Wall purposes. It is not a building survey, structural survey, defect diagnosis, valuation, environmental survey, asbestos survey or guarantee of condition.
- II. The inspection is normally visual and non-intrusive. We will not move heavy furniture, lift fitted floor coverings, open up the structure, expose concealed surfaces, test services or enter areas that cannot in our judgment be accessed safely.
- III. We will use reasonable endeavours to record relevant visible areas, but the Schedule is not intended to record every cosmetic mark or defect and cannot establish the condition of concealed or inaccessible construction.
- IV. Unless expressly agreed, we do not inspect or test electrical, gas, heating, water, drainage, mechanical or other services.
- V. The property owner/occupier must provide any relevant known asbestos information and other health and safety information before inspection. We will not sample or test suspected asbestos or other hazardous materials.
- VI. Where specialist access, opening-up, testing, structural advice or other specialist input is reasonably required, this will be outside the ordinary Schedule of Condition service and may require a separately appointed specialist at additional cost.
- VII. We may refuse to enter or inspect any area which we reasonably consider unsafe. Any return visit required because access was unavailable, unsafe or materially restricted may be charged additionally.
- VIII. Photographs and inspection notes may form part of our professional record and may be included in, appended to or used in connection with the Schedule, Award, damage assessment or other Party Wall functions.

8.0 FEES AND CHARGING BASIS

- I. Fees will normally be stated in the relevant quotation, instruction, Letter of Appointment, Award or other written agreement. An expressly agreed fee takes precedence over the default charging provisions below.
- II. Unless a different rate has been expressly agreed in writing, our standard surveyor time-charge rate is £175.00 per hour.



- III. Time is recorded in 5-minute units. Chargeable time may include, where reasonably incurred:
- reviewing drawings, calculations, notices, appointments, title information and correspondence;
 - preparing notices, letters, schedules, awards and other documents;
 - emails, telephone calls, meetings and conferences;
 - arranging and undertaking inspections and site visits;
 - travel time;
 - liaison with owners, surveyors, designers, contractors, solicitors and other relevant parties;
 - consideration of revised designs, additional works or further disputes;
 - post-Award involvement where within jurisdiction or separately instructed; and
 - reasonable administration directly connected with the matter.
- IV. Where a fixed fee is agreed, it covers only the scope and assumptions stated in the quotation. Work outside that scope, additional inspections, substantial design changes, additional notices, prolonged correspondence, further disputes or other exceptional additional work may be charged separately at £175.00 per hour unless another rate is agreed.
- V. Where a quotation states a maximum time allowance for a fixed fee, time beyond that allowance may be charged at the standard hourly rate. We will keep a time record for additional time-charged work.
- VI. Urgent work requested outside normal working hours or requiring unreasonable prioritisation to meet a Client-imposed deadline may, where agreed in advance, be charged at 150% of the standard hourly rate.
- VII. Unless expressly stated otherwise, quoted fees exclude third-party fees and disbursements.

9.0 DISBURSEMENTS AND THIRD-PARTY COSTS

- I. Reasonable disbursements are payable in addition to our professional fees unless expressly included in the quotation.
- II. Disbursements may include Land Registry fees, postage, printing/copying, courier charges, parking, tolls, public transport, specialist access equipment and other reasonable out-of-pocket expenses.
- III. Where mileage is chargeable, it will be charged at the rate stated in the quotation or, if no rate is stated, £1.00 per mile.
- IV. A specialist or other consultant will normally be appointed directly by the relevant owner and will be responsible for their own terms and fees. If we incur an authorised third-party cost on the Client's/Appointing Owner's behalf, that cost is recoverable from the responsible party.
- V. We accept no responsibility for the acts, omissions, advice or charges of independently appointed third parties.

10.0 FIXED FEES, ADDITIONAL WORK AND ABORTIVE WORK

- I. A fixed fee is based on the facts, scope and assumptions known when it is quoted. It is not an unlimited fee for all matters that may subsequently arise.



- II. If the project, design, number of owners, number of notices, access requirements or scope materially changes, we may propose a revised fee or charge the additional work at the standard hourly rate.
- III. For non-statutory consultancy or agency work which the Client cancels, postpones indefinitely or instructs us not to complete, we may charge a reasonable fee for work actually undertaken, time reasonably committed to the instruction and disbursements or third-party costs properly incurred or irrevocably committed up to that point, subject to any applicable consumer cancellation rights.
- IV. Where a fixed-fee non-statutory task does not proceed to completion for reasons outside Alpha-Tec's control, any fee charged will reflect the work reasonably undertaken and costs incurred and will not exceed the agreed fixed fee for that task, unless additional work outside the original fixed-fee scope has separately become chargeable under these Terms.
- V. A statutory section 10 appointment is not terminable in the same way as an ordinary consultancy retainer. Fees for statutory work will be dealt with in accordance with the Act, any Award and the applicable law.

11.0 PAYMENT TERMS

- I. Unless the invoice, quotation or Award states a different lawful due date, invoices are payable within 14 days of the invoice date.
- II. Where an invoice relates to fees arising from a contractual or non-statutory instruction, any query or dispute concerning the amount or basis of the invoice should be notified to Alpha-Tec Party Wall Surveyors Ltd in writing within 14 days of the invoice date, giving reasonable details of the amount disputed and the reasons for the dispute. In the absence of such notification, the invoice will be treated as undisputed for the purposes of our normal credit-control and debt-recovery procedures.
- III. Where only part of an invoice is disputed, the undisputed balance remains payable by the due date. Nothing in clauses 11.ii or 11.iii excludes or restricts any statutory right or remedy which cannot lawfully be excluded or restricted.
- IV. Where fees have been determined by a Party Wall Award, the amount and liability for those fees are governed by the Award and the Party Wall etc. Act 1996. An Award is conclusive subject to the statutory right of appeal under section 10(17) of the Act. Nothing in these Terms creates an additional contractual right to challenge or reopen a fee which has been determined by an Award.
- V. For business-to-business debts to which the Late Payment of Commercial Debts (Interest) Act 1998 applies, we reserve the right to claim statutory interest, fixed compensation and reasonable recovery costs available under that legislation.
- VI. Where an undisputed invoice payable by a consumer remains unpaid after the due date, Alpha-Tec reserves the right to charge reasonable costs actually incurred in pursuing or recovering the overdue debt, to the extent permitted by law. Where court proceedings become necessary, Alpha-Tec will also seek any interest, court fees, fixed costs and other sums which the court is entitled to award.
- VII. We may issue reminders and, where an undisputed invoice remains overdue, refer the debt to a solicitor, debt recovery agent or court/tribunal as appropriate. Any recovery action will be taken only through lawful procedures.



- VIII. Where a sum is payable pursuant to a Party Wall Award or otherwise in pursuance of the Act, we reserve the right to recover that sum as a civil debt and to use any other enforcement procedure lawfully available.
- IX. Non-payment does not entitle an Appointing Owner to require an appointed Party Wall Surveyor to act contrary to the Act. Conversely, where the work is non-statutory, we may suspend further non-statutory Services while an undisputed invoice remains materially overdue, after reasonable notice.

12.0 CONSUMER CLIENTS

- I. Where the Client is an individual acting wholly or mainly outside their trade, business, craft or profession, statutory consumer rights apply.
- II. Nothing in these Terms excludes the duty to perform services with reasonable care and skill or any other consumer right that cannot lawfully be excluded.
- III. Where a statutory cancellation right applies, the Client will have the cancellation rights provided by law. Where the Client expressly requests that Services commence during an applicable statutory cancellation period, Alpha-Tec may commence those Services and the Client may be required to pay for Services properly supplied up to the date of cancellation, to the extent permitted by law. Where required by law, the Client will be asked separately to confirm their request for Services to commence during the cancellation period and to acknowledge the consequences of that request.
- IV. Any term in these Terms which would otherwise conflict with mandatory consumer law is to be read subject to that law.

13.0 TIMESCALES AND DELAY

- I. Any timescale we give is an estimate unless expressly agreed in writing as a binding deadline.
- II. Party Wall procedures depend on statutory notice periods, responses from owners and other surveyors, access, design information and other matters outside our control. We are not responsible for delay caused by third parties or by incomplete/late information.
- III. The Client/Appointing Owner remains responsible for allowing sufficient time for the Party Wall process before commencing notifiable works. An instruction to us does not itself authorise works to start.

14.0 PROFESSIONAL STANDARD, LIABILITY AND RELIANCE

- I. We will perform our Services with the reasonable skill and care to be expected of a competent surveyor providing the relevant Party Wall service.
- II. Nothing in these Terms excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.
- III. Subject to the preceding paragraph, we are not responsible for loss arising from:
- inaccurate, incomplete or misleading information supplied by the Client/Appointing Owner or third parties;



- the design, structural adequacy, workmanship or performance of works designed or carried out by others;
 - acts or omissions of another surveyor, designer, contractor, consultant, owner or third party;
 - matters outside the agreed scope or outside the jurisdiction of the Party Wall Surveyor; or
 - use of a draft, superseded or incomplete document as though it were final.
- IV. Advice and documents are prepared for the Party Wall purpose and parties for which they are produced. No third party may rely upon them unless we expressly agree in writing or the document is an Award having statutory effect.
- V. Nothing in these Terms is intended to restrict any duty owed by an appointed surveyor under the Act.

15.0 COPYRIGHT, DOCUMENTS AND USE OF INFORMATION

- I. Copyright in reports, Schedules of Condition, photographs, templates, correspondence and other original documents prepared by Alpha-Tec remains with Alpha-Tec unless expressly agreed otherwise.
- II. The Client/Appointing Owner and parties to an Award may copy and use documents to the extent reasonably necessary for the Party Wall matter, the works, legal/professional advice, property records, insurance, sale/conveyancing or enforcement/appeal.
- III. Documents must not be materially altered and then represented as having been issued by Alpha-Tec.
- IV. Draft documents are provisional and may change. They should not be relied upon as final unless clearly issued as final.
- V. We may correct clerical or administrative errors in non-statutory documents. Any question concerning correction or amendment of a served Award will be dealt with only in accordance with the Act and applicable law.

16.0 DATA PROTECTION AND CONFIDENTIALITY

- I. Alpha-Tec processes personal information in accordance with applicable data protection law and our Privacy Statement, as updated from time to time.
- II. Party Wall work necessarily involves sharing relevant information with other owners, appointed surveyors, designers, contractors, professional advisers, courts/tribunals and other persons where reasonably necessary for the Services, the statutory process, legal obligations or the establishment, exercise or defence of legal claims.
- III. We will take reasonable care to keep confidential information confidential, but this obligation is subject to statutory duties, the requirements of the Party Wall process and lawful disclosure obligations.
- IV. Our Privacy Statement explains the categories of personal data we use, purposes, lawful bases, retention, recipients and individual rights. It should be read separately from these commercial Terms.



17.0 ELECTRONIC COMMUNICATIONS

- I. We routinely communicate by email and may exchange documents electronically. Email is not guaranteed to be secure, uninterrupted or error-free.
- II. Where the Act imposes particular requirements for service by electronic means, those requirements must be satisfied. Ordinary email correspondence with us does not by itself amount to consent to electronic service of statutory notices where the Act requires express consent.
- III. The Client/Appointing Owner must tell us promptly if an email address or other contact detail changes.

18.0 COMPLAINTS AND DISPUTES ABOUT OUR SERVICE

- I. If you are dissatisfied with a non-statutory service provided by Alpha-Tec, please raise the matter with us promptly so that we have a reasonable opportunity to investigate and respond.
- II. A copy of our Complaints Handling Procedure is available on request.
- III. A complaint about customer service or a contractual matter is distinct from a statutory disagreement with the judgment or determination of a Party Wall Surveyor. Rights concerning an Award, including any statutory right of appeal, are governed by the Act.
- IV. Nothing in these Terms imposes an artificially short time limit for raising a legal claim or removes any statutory remedy.

19.0 SUSPENSION, TERMINATION AND END OF INVOLVEMENT

- I. A Client may end a non-statutory instruction subject to payment for Services properly performed and costs properly incurred up to termination.
- II. We may terminate or suspend a non-statutory instruction on reasonable notice where there is non-payment, lack of co-operation, conflict of interest, abusive conduct, unsafe conditions, illegality or another substantial reason.
- III. These contractual termination provisions do not override section 10 of the Act. A valid statutory appointment continues and ends only in accordance with the Act and applicable law.
- IV. After our agreed or statutory role has concluded, further involvement is not included unless required by the Act or separately agreed. We are not obliged to remain copied into general project correspondence or provide ongoing project-management assistance.

20.0 RECORDS AND RETENTION

- I. We will retain professional records for such period as we reasonably consider necessary for legal, regulatory, insurance and business purposes, having regard to our Privacy Statement and applicable law.
- II. We may retain copies of correspondence, photographs, drawings, Awards, Schedules of Condition, time records, invoices and other relevant documents as part of the project file.



- III. Original documents supplied to us may be returned or securely destroyed when no longer required, subject to any legal or professional reason for retention.

21.0 GENERAL

- I. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in effect.
- II. A failure or delay in exercising a contractual right does not waive that right.
- III. No person who is not a party to the relevant contract with Alpha-Tec has a right to enforce these contractual Terms under the Contracts (Rights of Third Parties) Act 1999, except where the law provides otherwise.
- IV. These Terms and the relevant quotation/instruction constitute the contractual agreement for the non-statutory Services, but do not replace or redefine the statutory appointment of a Party Wall Surveyor.
- V. These Terms are governed by the law of England and Wales and, subject to any statutory jurisdiction applicable to Party Wall matters, the courts of England and Wales shall have jurisdiction.

22.0 COMPANY DETAILS

Alpha-Tec Party Wall Surveyors Ltd is a private limited company registered in England and Wales under company number 12029221.

Email: info@alpha-tec-partywall-surveyors.com

Website: www.alpha-tec-partywall-surveyors.com

