

# Drake QS Terms and Conditions of Trading for Estimating Services

## Definitions

**Client** – Means the company, organisation, and or individual instructing the Estimator to prepare the Report on their behalf.

**Completion Date** – Date given by the Estimator for completion of the Report

**Correct** – Means Correct.

**Estimator** – Means Drake QS Limited.

**Order** – Means the written or verbal instruction by the Client for the Estimator to produce the Report.

**Payment** – Means the monetary consideration (GBP) paid by the Client to the Estimator for the undertaking and or production of the Report.

**Report** – Means the labour and materials estimate, or the labour and materials take off, or a budget quotation, or any other estimating service, produced by the Estimator, described overleaf.

1. The Estimator will commence preparation of the Report following receipt of the Order from the Client.
2. The Client will be informed immediately of any reason beyond the control of the Estimator as to why a completion date cannot be achieved. The Client will then decide on the appropriate action to take at that point.
3. Where tender documents are incomplete, the Estimator may have to “chase” missing information, the Estimator reserves the right to charge in addition to the standard charges, for the time spent chasing such missing information. The Estimator will inform the Client immediately if this additional charge is to apply.
4. Cancellation of a Report by the Client, prior to the Completion Date, must be in writing and any work carried out up to that point will be charged at the rate of £45.00 (Forty Five Pounds) per hour and would be subject to the Payment Terms in Clause 9 below.
5. The Estimator undertakes to exercise reasonable skill and care in producing the Report and shall be liable only for negligent failure in producing the Report.
6. We reserve the right to refuse, suspend or cancel the undertaking and or completion of any Report for the Client where payment of an outstanding invoice(s) has not been made by the Client in accordance with the time frame in Clause 9 below. Any such suspension or cancellation being without prejudice to the right to damages for breach of contract by the Client.
7. Upon completion of the Report by the Estimator, the Estimator will email to the Client all the relevant documents that form the Report.
8. The Estimator will deem the Report is “Correct” in the opinion of the Client, unless queries are raised within 14-days of dispatch. The Estimator will not accept any claims from the Client for errors in the Report once the 14-day period has lapsed.
9. The Estimator will submit an invoice(s) to the Client for the production of the Report. All invoices are to be paid by the Client to the Estimator within 14-days of the date stated on the invoice; in relation to payment, time is of the essence. An invoice(s) that is not paid within 14-days will be subject to Interest charges that will be levied against the Client in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the late payment of commercial debts regulations 2002 for any invoices that are not paid.
10. The Report is for the sole use of the Client; if the Report is sold on, passed on or transferred to a third party, this will result in a Breach of Contract between the Client and the Estimator and the Estimator will be entitled to pursue damages for such a breach of contract.
11. All documents shall be held on file by the Estimator for a maximum period of three months. All documents will be destroyed after this period, unless the Client instructs the Estimator to return documents before the expiry of the three months.
12. Any dispute that cannot be settled amicably shall in the first instance, be referred to the respective Chief Executive of the Client and a Director of the Estimator who shall attempt in good faith, to resolve the matter within 30 days. If the dispute cannot be resolved in this way, the matter shall be referred to Adjudication in accordance with the HGCR 1996. In the event of either the Client or the Estimator not agreeing with the Decision of an Adjudicator, the dispute may be referred to Litigation.
13. These Terms and Conditions shall be governed by and construed under English Law, and for all matters arising under, out of, or in connection with these Terms and Conditions, they shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.