

ACE Agreement 5: Homeowner (for use in Scotland)

model letter for the appointment of a Consultant by a homeowner

2009 Edition (Scotland)



ace
agreements

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ACE Agreement 5: Homeowner (for use in Scotland) Model Letter of Appointment for a Specific Task

_____ ¹ _____ ¹

¹ Set out name and address of Client and Consultant.

Dated _____ 20 _____ ²

² Insert date this letter is sent to client.

Dear _____ ³

³ Client name.

Re: _____

_____ (“the Task”)⁴

⁴ Give a brief description of the purpose for which the Client is appointing the Consultant.

to be performed in connection with

_____ (“the Project”)⁵

⁵ Identify the work that the Client is undertaking and its address. The Task may not be applicable to the whole of the work being undertaken.

Thank you for inviting us to carry out this commission for you.

The services we will provide (“the Services”) in connection with the Task are set out in Schedule 1 which is held as incorporated into and forms part of this Letter.

The terms on which we will carry out this commission and which constitute the contract between you and us are set out below (“the Agreement”).

- 1 We will use reasonable skill and care in the performance of the Services. We will also comply with any agreed programme set out in Schedule 2 which is held as incorporated into and forms part of this Letter unless we are prevented from doing so for reasons beyond our reasonable control.
- 2 You will provide us with all information in your possession that is relevant to the Services or which we will reasonably request from you. You will also give us in good time the decisions, consents and approvals we need.

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3 We will keep you informed as to the progress of the Services and inform you promptly of any issue which could significantly affect the scope of the Services, the performance of the Services or the fees.

4 We will not without your prior written consent disclose to any person any private or confidential information concerning you or the Project save in the proper course of our business or to our professional advisers or insurers or as required or permitted by law.

5 The fees for the Services will be a lump sum of

⁶ Insert figure (and words in parentheses).

£⁶ (_____)⁶

6 The lump sum fee will be paid in instalments as follows:

Amount	Date
_____	_____
_____	_____
_____	_____

Either

[7 The following expenses will also be paid as they arise:

and will be added to the relevant invoice.]⁷

Or

[7 Our fees are inclusive of all our expenses.]⁷

However, please note that these expenses do not include any charges payable by us to local or other authorities for seeking and obtaining any statutory permission. We will inform you in advance of any such charges, for which you will reimburse us separately.

8 Should it become necessary to change the Services or provide additional Services we will agree with you any alteration to the fees before commencing the changed or additional Services. These terms will apply to any changed or additional Services.

9 Our invoices are to be paid by you within fourteen days of the date of receipt by you of the relevant invoice.

10 Interest will be added at the rate of 2½% over the Bank of England base rate to all amounts remaining unpaid after the fourteen-day period.

⁷ Delete one alternative as appropriate.

11 VAT, where applicable, is chargeable in addition and at the rate and in the manner prescribed by law.

12 Our total liability under or in connection with this Agreement, whether in contract or in tort, in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) will not exceed the sum of

£⁸ ()⁸

⁸ Insert figure (and words in parentheses) for the amount of the limit.

13 We will maintain professional indemnity insurance in an amount and for the length of time sufficient to cover our liabilities under this Agreement subject to all the exceptions, exclusions and limitations to the scope of cover that are commonly included in such insurance policies and subject to such insurance being available at commercially reasonable rates.

14 Either you may terminate or we may terminate this Agreement at any time by giving seven days' notice in writing to the other (including in the circumstances where we are unable to continue to perform the Services through ill-health, incapacity or otherwise) or immediately by notice in writing if the other is in material breach of this Agreement.

15 In the event of termination other than for our breach, you will pay us a fair and reasonable amount commensurate with the Services performed up to the date of termination.

16 Termination of our appointment under this Agreement shall not prejudice or affect the accrued rights of either you or us.

17 Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce a term of this Agreement.

18 This Agreement will be governed and construed in all respects in accordance with the law of Scotland.

Acceptance of the terms of this Agreement will occur either by you signing and returning to us the enclosed duplicate copy of this letter or by you allowing us to proceed with the Services.

We look forward to working with you.

Yours sincerely,⁹

⁹ The Consultant signs below.

for and on behalf of the Consultant

This is Schedule 1 referred to in the foregoing Letter

Schedule 1

The Services: ¹

¹ Consultant to complete or append a list of the Services.

This is Schedule 2 referred to in the foregoing Letter

Schedule 2

The programme for the Services: ¹

¹ Consultant to complete or append a programme for the Services.