



Chartered property,
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surveyors

SHORT FORM OF CONSULTANT'S APPOINTMENT

November 2024



Short Form of Consultant's Appointment

Ireland

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SCSI Short Form of Consultant's Appointment

This SCSI Short Form of Consultant's Appointment is designed to be used for straightforward projects or those with a relatively low financial value. Please look carefully at the marginal notes within the Appointment, which assist its completion.

This Appointment is suitable for projects in Ireland only.

Notes

Insert name and address.

Insert name and address.

Describe works and state location of site.

Choose and insert details of the agreed fee and delete as appropriate. If a lump sum fee is agreed, it is recommended that the schedule of rates for Additional Services is completed to allow for any adjustment.

Set out any disbursements and expenses that the Client agrees to reimburse, e.g. photocopying, travel, etc.

Appointment Particulars

THIS AGREEMENT is made on the _____ day of _____ 20_____

The Client: _____

The Consultant: _____
of _____

The Project: _____
at _____

Basic Services: The Consultant, subject to the Conditions of this Appointment, performs the services relating to the Project, which are identified by reference in the Schedule.

Fee: The total amount of the Consultant's Fee for the Basic Services is €_____, which is exclusive of VAT.

OR

The Consultant's Fee for the Basic Services is charged on an hourly/daily basis calculated in accordance with the following rates, which are exclusive of VAT:

Role/Position	Hourly Rate (€)	Daily Rate (€)

OR

Reimbursable Expenses: The Consultant is entitled to charge the Client for the following disbursements and expenses in the next VAT invoice after they are incurred, provided that they are incurred in performing the Services and the Consultant provides satisfactory evidence of them:

Notes

Insert rates for any additional fee.

Choose and insert details of the appropriate instalment schedule and delete as appropriate.

Set out names and roles.

Insert amount of agreed maximum liability (see Clause 10 of the Conditions).

Insert amount of agreed level of PII cover and delete as appropriate (see Clause 11 of the Conditions).

Payment for Additional Services: The Consultant is entitled to be paid an additional fee at the following rates (which are exclusive of VAT) for any Additional Services performed under this Appointment:

Role/Position	Hourly Rate (€)	Daily Rate (€)

Payment Terms: The Client pays the Fee by instalments and the Consultant invoices the Client on the dates or on completion of the activities or work stages set out below:

Instalment date / activity / work stage / key date	Proportion of Fee for the Basic Services (amount or percentage)

The Contractor and other members of the Professional Team:

Limitation of liability: The maximum aggregate liability of the Consultant is _____ euros (€_____).

Professional indemnity insurance: The Consultant maintains professional indemnity insurance in the sum of _____ euros (€_____) for each claim or series of claims arising from the same originating cause/in the aggregate.

Notes

Signature by or on behalf of the Client.

Use where the Client is a limited company, partnership, limited partnership or limited liability partnership. The signatory should print their name in the space in square brackets, sign where indicated and state their position, e.g. director, partner, etc. by deleting the inappropriate wording in brackets.

Use where the Client is an individual.

Signature by or on behalf of the Consultant.

Use where the Consultant is a limited company, partnership, limited partnership, or limited liability partnership. The signatory should print their name in the space in square brackets, sign where indicated and state their position, e.g. director, partner, etc. by deleting the inappropriate wording in brackets.

Use where the Consultant is an individual.

Signed by or on behalf of the parties.

SIGNED by [] _____
(Director / Secretary / Partner / Member)
For and on behalf of the CLIENT

SIGNED by the CLIENT _____

SIGNED by [] _____
(Director / Secretary / Partner / Member)
For and on behalf of the CONSULTANT

SIGNED by the CONSULTANT _____

Conditions

PARTIES

[NAME OF CLIENT] (Company number [NUMBER]) whose registered office is [ADDRESS] (**Client**)

[NAME OF CONSULTANT] (Company number [NUMBER]) whose registered office is [ADDRESS] (**Consultant**)

1. Appointment

- 1.1. The Client appoints the Consultant to provide the Services (which include the Basic Services and any Additional Services as described in Clause 6) and the Consultant accepts such appointment upon and subject to these Conditions (the 'Appointment'). The Appointment takes effect on the date when the Consultant first commenced the performance of the Services, irrespective of the date of this Appointment.
- 1.2. The Consultant regularly liaises and consults as necessary with the Contractor(s), Key Stakeholders and other members of the Professional Team set out in the Appointment Particulars.

2. Standard of care

When performing the Services, the Consultant exercises the reasonable skill and care to be expected of an appropriately qualified professional consultant of the same discipline as the Consultant holding itself out as having the competence and resources to perform the Services (the 'Requisite Standard'). Notwithstanding any term or condition to the contrary in this Appointment, any documents referred to in this Appointment or otherwise, the Consultant has no higher standard of responsibility other than to exercise the Requisite Standard in the performance of its obligations under this Appointment.

3. Statutory Requirements

When performing the Services, the Consultant complies with the requirements of all statutes and legislation relevant to the Project. In particular, the design and construction of buildings is regulated under the Building Control (Amendment) Acts 1990 to 2014, to the extent that apply to the project.

4. Prohibited Materials

The Consultant

- a. does not specify for use in connection with the Project any materials that by their nature or application contravene any Irish Standard or EU equivalent current at the time of specification or which are otherwise generally known within the construction and engineering industry at the time of specification to be harmful to health and safety or to the durability of works in the particular circumstances in which they are specified for use and
- b. insofar as reasonably practicable and having regard to the nature and extent of the Services, sees that such materials are not used in the construction of those parts of the Project to which the Services relate.

5. Fee

As consideration for the performance of the Basic Services, the Client pays the Consultant the Fee and the Reimbursable Expenses set out in the Appointment Particulars. The Fee is adjusted if the performance of the Basic Services is materially delayed and/or disrupted for any cause outside the Consultant's reasonable control. The parties agree the adjustment to the Fee and the timing of its payment. If not agreed, such adjustment is based on the rates set out for the Basic Services and, if no rates are set out, on the rates set out for the Additional Services. The Fee is then the Fee as adjusted.

6. Additional Services

If at any time the Client requires the Consultant to perform any services that are not identified as Basic Services in the services listed in the Schedule ('Additional Services'), the Client instructs the Consultant in writing to carry out such Additional Services and pays the Consultant for such Additional Services at the rates set out in the Appointment Particulars unless otherwise agreed. If the Client requires any Additional Services, the Consultant informs the Client of the likely additional fee to be charged. Unless otherwise agreed, the additional fee is payable after the performance of the relevant Additional Service.

7. Final date for payment

- 7.1. The Client, subject to any pay less notice (referred to in Clause 8.2), pays the Consultant the sum referred to in the Client's payment notice under Clause 7.2 (or, if the Client has not given notice under Clause 7.2, the sum stated in the invoice referred to in Clause 7.1) (the 'notified sum') on or before the final date for payment of the invoice. The final date for payment is 14 days after the due date. This appointment should be deemed a Construction Contract as defined by the Construction Contracts Act 2013 and the payment/notice requirements therein.
- 7.2. If the Client intends to pay less than the notified sum, it gives the Consultant notice of that intention not later than seven days before the final date for payment by specifying the amount the Client considers to be due to the Consultant at the date the notice is given and the basis on which that sum is calculated (the 'pay less notice'). Where a pay-less notice is given, the payment to be made on or before the final date for payment is not less than the amount stated as due in the pay-less notice and the calculation on which the deduction has been based is clearly set out.
- 7.3. In relation to the requirements for the giving of notices under Clauses 7 and 8, it is immaterial that the amount then considered to be due may be zero.

8. Default, interest and suspension

If the Client fails to pay the notified sum (or, where a pay less notice is issued in accordance with and where necessary under Clause 7.2, the amount specified in that notice) by the final date for payment:

- a. the Client pays the Consultant simple interest on the unpaid amount for the period from the final date for payment until the date of actual payment, calculated on a daily basis at the rate of 4% above the base rate set from time to time by the Central Bank of Ireland's Monetary Policy Committee (or any successor to it)
- b. where such failure continues for seven days after the Consultant has given the Client notice in writing of its intention to suspend performance of any or all of the Services and the ground or grounds on which it intends to suspend performance, the Consultant may suspend such performance until such amount is paid and/or
- c. the Consultant may by notice in writing to the Client suspend the copyright license under Clause 12 until such amount is paid.

9. Limitations of liability

- 9.1. Except for liability for death or personal injury, the maximum aggregate liability of the Consultant to the Client under or in connection with this Appointment (whether in contract or tort (including negligence) or for breach of statutory duty) is limited to the amount specified in the Appointment Particulars. If no such amount is specified, such liability is limited in the aggregate to the lesser of fifty thousand Euro (€50,000) or three (3) times the total fee due under the Appointment (the "Limit of Liability").
- 9.2. Without prejudice to the above limitation or any other exclusion or limitation of liability available to the Consultant, the Consultant's liability for loss or damage suffered by the Client in the event of any breach of this Appointment is limited to the proportion of such loss or damage that it would be just and equitable to require the Consultant to pay having regard to the extent of responsibility of the Consultant for the same and on the assumptions that:
- a. all contractors and subcontractors and other members of the Professional Team have provided contractual undertakings to the Client on terms no less onerous than those set out in this Appointment in respect of the carrying out of their obligations in connection with the Project.
 - b. all such persons have paid to the Client such sums as it is just and equitable for them to pay having regard to the extent of their responsibility for such loss or damage.

Provided always that the Consultant does not assert that it has no or a reduced liability to the Client under this Appointment solely by reason of the fact that the Contractor accepts responsibility for the design of the Project, to the extent that such design is undertaken by the Consultant.

- 9.3. No action or proceedings for any breach of this Appointment may be commenced against the Consultant after the expiry of six years from the practical completion of the Project.

10. Insurance

- 10.1. The Consultant maintains professional indemnity insurance in the sum specified in the Appointment Particulars, subject to such insurance being available in the insurance market on commercially reasonable terms and rates.
- 10.2. The Consultant produces written evidence that this insurance is being maintained whenever reasonably requested to do so by the Client.

11. Copyright

- 11.1. Copyright in all drawings, plans, details, specifications, bills of quantities, schedules, reports, records, calculations and all other documents including computer software and revisions of the same ('Documents') prepared by the Consultant for the purposes of the Project remains the property of the Consultant. Subject to Clause 9(c), the Consultant grants to the Client a royalty-free, irrevocable, non-exclusive licence to use and reproduce the Documents and any designs contained in them for any purpose relating to the Project including the construction, completion, maintenance, operation, letting, sale, reinstatement, mortgaging, refurbishment and repair of the Project (but not for any extension of the Project without the Consultant's written consent).
- 11.2. The Consultant is not liable for any use of the Documents for any purpose other than that for which they were originally prepared.

12. Suspension of the Services

- 12.1. The Client may at any time give at least seven days' notice in writing to the Consultant requiring it to suspend all or part of the Services.
- 12.2. The Consultant resumes performance of the Services that have been suspended as soon as reasonably practicable after it receives written notice to do so from the Client.
- 12.3. If the suspension continues for more than three months, either party may give notice in writing to the other terminating the Consultant's engagement under this Appointment.

13. Termination of engagement

- 13.1. The Client may terminate the Consultant's engagement under this Appointment at any time by giving the Consultant 14 days' prior notice in writing.
- 13.2. If a party is in material breach of its obligations under this Appointment and fails to remedy such breach within seven days after the other party gives it written notice to do so, the party that gave such notice may immediately thereafter terminate the Consultant's engagement under this Appointment by giving written notice to that effect to the party in breach.
- 13.3. If a party becomes insolvent (that is, is deemed unable to pay its debts under the Personal Insolvency Act 2012), the other party may immediately terminate the Consultant's engagement under this Appointment by giving written notice to the insolvent party.

14. Payment upon suspension or termination

- 14.1. Upon any suspension or termination, the Client pays the Consultant in accordance with Clauses 7 and 8 (without prejudice to any rights the Client has in respect of any breach by the Consultant of its obligations under this Appointment):
 - a. that part of the Fee, the additional fee payable for the Additional Services (if any) and any other sums that have accrued due up to the date of suspension or termination (as the case may be) and a fair and reasonable proportion of the next instalment of the Fee and any additional fee payable for Additional Services commensurate with the Services performed, less any amounts previously paid to the Consultant and
 - b. (save where such suspension or termination is due to the Consultant being in breach) all reasonable costs, disbursements and expenses reasonably incurred by the Consultant (including any costs incurred in suspending and/or resuming performance of any or all of the Services) as a direct result of such suspension or termination.

15. Assignment and subcontracting

- 15.1. The Consultant does not assign or subcontract any of its rights or obligations under this Appointment without the prior consent in writing of the Client (whose consent is not to be unreasonably withheld or delayed)
- 15.2. The benefit of this Appointment may be assigned by the Client by way of an absolute legal assignment to any person providing finance or re-finance to the Client in connection with the Project or to any person (A1) acquiring the Client's interest in the Project and by A1 to another person (A2) acquiring A1's interest in the Project. No further or other assignment is permitted and, in particular, A2 is not entitled to assign this Appointment.

16. Disputes

- 16.1. Notwithstanding any other provision of this Appointment, either party may at any time refer any dispute under it to the Construction Contracts Adjudication Panel under the Construction Contracts Act 2013
- 16.2. The Adjudicator's decision is binding until the dispute or difference is finally determined by litigation. The Client and the Consultant attempt to agree the identity of the Adjudicator. If the parties fail to reach such agreement within two days after one party notifies the other that it wishes to agree the identity of the Adjudicator, the Adjudicator is appointed by the President or Vice-President for the time being of the SCSl. Any dispute or difference in connection with the enforcement of a decision of the Adjudicator is referred to the Courts.

17. Data Protection

- 17.1. Personal Data is defined as per the General Data Protection Regulation (GDPR) for all data processed on the Client's behalf. Data Protection Law includes all relevant laws, notably the GDPR (Regulation (EU) 2016/679).
- 17.2. Consultants handle Personal Data in strict accordance with GDPR and all relevant data protection laws. This includes processing data only as specified in the Contract, maintaining adequate security measures, and engaging any sub-processors only with prior written notice to the Client, who has the right to object.
- 17.3. The Consultant also ensure that any sub-processors comply with equivalent data protection standards. Upon completion of their services, the Consultant returns or deletes all Personal Data as directed by the Client.
- 17.4. Consultants are required to provide necessary information and support for compliance verification, including audits, and must notify the Client within 24 hours of any data breach or security incident, assisting with mitigation and reporting as required by law. Transfers of Personal Data outside the EEA require prior written consent from the Client and must comply with applicable data protection regulations.

18. General

- 18.1. This Appointment supersedes any previous agreements or arrangements between the parties in respect of the Project
- 18.2. Only the Client (and the Client's permitted assignees) and the Consultant can take action to enforce the terms of this Appointment
- 18.3. Any reference to a statute or statutory provision is construed as a reference to that statute or provision as amended, consolidated, supplemented or re-enacted (with or without modifications) from time to time.
- 18.4. Where any Clause requires an act to be done within a specified period after or from a specified date, the period begins immediately after that date. Where the period includes Christmas Day, Good Friday or a day which, under the Organisation of Working Time Act 1997, is a bank holiday in Ireland, that day is excluded.

19. Notices

- 19.1. Any notice under this Appointment is deemed to be given if it is in writing and delivered by hand or sent by pre-paid, recorded or special delivery post to the Client or the Consultant (as the case may be) at the address set out for each party in this Appointment or any other address notified by one party to the other in accordance with this Clause.
- 19.2. Any notice sent by hand is deemed received upon actual receipt by the party to whom it is addressed.
- 19.3. Any notice sent by a postal method described in Clause 19.1 is deemed received 48 hours after it was posted.

20. Governing law and jurisdiction

This Appointment is governed by and construed in accordance with the law of Ireland and the parties submit to the exclusive jurisdiction of the Courts of Ireland.

Notes

Tick as appropriate to indicate which type(s) of Services are to be performed by the Consultant. Those Services that have been ticked should be attached to this Appointment.

Within the attached Schedule(s) of Services, a tick should be placed in the box next to those particular services that are to be Basic Services.

Where 'other' is ticked, please specify.

Schedule

Basic Services

The Basic Services to be performed by the Consultant are those indicated in the attached Services, as identified below:

- Contract Administration Services
- Project Manager Services
- Quantity Surveyor Services
- Building Surveyor Services
- Design Services
- Construction
- Building and Measures Surveys
- Other



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