

## Conneely Tribe Business Rates Services Terms and Conditions

### Payment Terms

Payment of Conneely Tribe's pro-forma invoices must be made within 14 days of receipt of the revised rate demand received from the billing authority or from when the billing authority actions the revised rateable value. Once payment is made in full, the client will receive a receipted VAT invoice. Therefore it is imperative that all correspondence received from the Billing Authority is forwarded to Conneely Tribe.

We reserve the right to charge interest at 2% above NatWest Plc's Base Rate on any late payment over 45 days plus any additional professional fees and/or costs incurred by Conneely Tribe in collecting any outstanding debt.

### Abortive Fees and Cancellation

Other than by mutual agreement, should the client cancel instructions prior to the completion of the investigation of the rating appeal there will be a minimum fee payable based on the following sliding scale based upon the rateable value (RV) of the property to be investigated:

RV £1 to £50,000	Abortive fee due £250 + VAT
RV £50,001 to £75,000	Abortive fee due £550 + VAT
RV £75,001 and above	Abortive fee due £1,000 + VAT

Alternatively where there is a reduction in liability, after the cancellation of Conneely Tribe's instructions, the abortive fee will be calculated on the basis of the original fee agreement and equal to the fee which would have been due to Conneely Tribe had the instruction not been withdrawn.

All abortive fees must be settled, in full, within 30 days of the date of the pro-forma invoice. Interest and any costs will be added to any late payment as detailed above.

Conneely Tribe reserves the right to cancel the instruction if the terms of engagement are not signed or the health and safety regulations are not met at the client's premises as detailed below.

### Health and Safety

It is the responsibility of the client to provide a safe environment for our surveyors whilst on site visits. Please notify the surveyor of any dangers i.e. chemicals, building hazards, machinery hazards etc on arrival and provide any equipment or protective clothing as necessary e.g. hard hats.

### Client Account

Where possible all rates refunds from the billing authority will be paid into Conneely Tribe's Client Account. Our fee will be deducted and the balance will be forwarded to the client within seven working days. This account is a non-interest bearing account and is strictly monitored by the Royal Institution of Chartered Surveyors (RICS). For further information on the RICS's monitoring of client accounts, please refer to the RICS's website, [www.rics.org](http://www.rics.org).

### Letters of Authority

Due to the Data Protection Act, Rating Authorities restrict access by other parties to rating accounts. Therefore we will require a letter of authority from the client in order that we can act on their behalf with the Billing Authority. We will provide the client with a draft letter of authority which will need to be reproduced on the client's letterhead and signed by an authorized signatory.

### Valuation Tribunal and Expert Witness

Fees will not cover the costs of representations to the Valuation Tribunal or further Appeals to the Lands Tribunal. We would not make such representations on your behalf to any Tribunal or Court, without the client's prior approval, instructions and agreement of fees.

## Conneely Tribe Business Rates Services

# Fee Agreement and Terms of Engagement

**This is an important document. Conneely Tribe (CT) sets out the fee agreement and its implications in compliance with the RICS/IRRV/RSA Rating Consultancy Code of Practice. If there is anything you are unsure about please contact us for clarification.**

### 1 The Client –

### 2 The Property/ies–

### 3 The Fees – 2005 Rating List.

#### 3.1 Consultancy Fee –

This will be payable on completion of a rating appeal and/or instruction. It will ensure all areas of general advice and information over the period of the 2005 Rating List. It also ensures that you can contact us at any time to discuss questions or problems and we will complete Notices of Return forms without additional charges.

#### 3.2 Performance-related Fee/Fixed Fee

To be agreed.

#### 3.3 Special Situations or Temporary Fees

Following your instructions to obtain a finite or short term savings our fee will amount to 25% of the total saving secured. An example of this would be a temporary reduction in assessment due to a material change in circumstances.

#### 3.4 Work to be Undertaken

- Inspection of premises
- Measurement of premises when necessary
- Researching rental evidence
- Lodging appeals
- Negotiating with Valuation Office
- Making subsequent appeals when appropriate
- Advising and making recommendations before reaching final agreement
- Auditing the rate demands
- Recovering rebates on behalf of client.

#### 3.5 Valuation Tribunal

In the event that Conneely Tribe is unable to agree the appeal with the Valuation Officer and the matter proceeds to Valuation Tribunal a separate fee would be applicable as set out in the Terms and Conditions attached.

#### 3.6 VAT

All fee bases are inclusive of reasonably incurred out-of-pocket expenses but would not include VAT.

#### 3.7 Transitional Adjustments

It should be understood that due to the effects of the Government's Transitional Adjustments there may be no immediate refund, where they apply.

#### 3.8 Payment Terms

The fee will be payable within fourteen days of the billing authority revising your rate account. In the case of late payment fees will be applied as set out in the Terms and Conditions.

#### 4 Information Required from Client

- A copy of the most recent rate demand
- A copy of your lease/s (not applicable where the premises are held freehold)
- Copies of any correspondence received from the Valuation Office and Billing Authority
- To advise Conneely Tribe of any material changes in circumstances affecting the property such as adjacent building works or changes in the locality affecting business.

#### 5 Conneely Tribe Client Account

CT operates a client account which is strictly monitored by the Royal Institution of Chartered Surveyors. We will pay any refund received into this account and forward the balance after deduction of the agreed fee to you within seven working days.

#### 6 Cancellation of Service

I understand that should CT instructions be cancelled the firm reserves the right to charge an abortive fee calculated on the basis set out in the Terms and Conditions attached.

#### 7 Complaints Procedure

A copy of CT's Complaints Handling Procedure is available on request.

I have signed below to indicate that I have understood the contents of this Fee Agreement and Terms and Conditions and hereby formally instruct Conneely Tribe to investigate the rating liability of the premises described above. This agreement should only be signed by a person with the authority to do so.

Signed: \_\_\_\_\_

Name (in block capitals): \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## Conneely Tribe Business Rates Services

# Information for Ratepayers (England and Wales)

### Appendix A to the RICS/IRRV/RSA Rating Consultancy Code of Practice

**This document contains important information. It must be provided as part of the written confirmation of the Terms of Engagement for Rating Consultancy advice.**

Your business rates bill, which may be a substantial part of your outgoings, is calculated by applying a national multiplier, known as the 'uniform business rate', to your property's rateable value. A rateable value is an estimate made by the Valuation Officer, representing the Inland Revenue, of a property's rental value at a particular date specified for each general rating revaluation. You may challenge the rateable value but the uniform business rate is set annually by central government. Following a revaluation, the government may provide for adjustments to rate liability by phasing increases, and decreases, in rates payable. These transitional arrangements are governed by very complex statutory regulations and may affect your rate liability calculation.

Your rating consultant will be able to explain the effect of the procedures in your particular circumstances, but to help you to understand some of them this document, which is not intended to be a comprehensive statement of the law, gives you outline information.

A general revaluation of rating assessments is normally undertaken every five years. New rateable values came into effect on 1 April 2000, and the next general revaluations will be in 2005 and 2010. The Valuation Officer may alter your assessment at any time to keep it up to date and to reflect the results of appeals and will notify you of any alterations to your assessment, including their effective date. Challenges to individual rateable values, known as 'proposals', can usually only be made against the assessment which is in force at the time the proposal is made. If your property has been affected by a material change of circumstances, for example, a physical change to the property or its locality which affects its value, you may have a right of appeal. A proposal may also be made challenging an assessment alteration made by the Valuation Officer.

Briefly, a rating assessment may be challenged by completing a standard 'proposal' form and sending it to the appropriate Valuation Officer who will acknowledge it. After a valid proposal is made there will be an opportunity to discuss the assessment with the Valuation Officer but if agreement is not possible the matter will be determined at a Valuation Tribunal hearing. The Valuation Tribunal may dismiss an appeal, or amend the assessment, including increasing it in exceptional circumstances. There is a further right of appeal from the Valuation Tribunal to the Lands Tribunal and, on points of law, to the higher courts. There are no charges made by either the Valuation Officer or the Valuation Tribunal, but fees are payable for appeals to the Lands Tribunal and the higher

courts, and additional fees will be charged by your professional advisers and legal representatives.

You should be aware that appeals are rarely dealt with quickly. When the Valuation Officer receives a valid proposal you will be advised of the timetable for negotiation. You have to continue paying full rates until any appeal is determined.

Following the agreement, or determination by the tribunals, of a rateable value, the local billing authority will be notified by the Valuation Officer of the revised value and will recalculate the rates payable, having regard to the consequential transitional arrangements if they apply. You should be aware that even if the rateable value is reduced there is still a possibility that, where transitional arrangements apply, the rates payable will not necessarily reduce and in very limited circumstances may increase. Your consultant will usually explain what effect a change to the rateable value will have on your bill and estimate the amount of any refund to which you may be entitled.

Your consultant must provide written Terms of Engagement which set out the minimum information required by the RICS/IRRV/RSA Rating Consultancy Code of Practice. The proposed terms for providing rating consultancy advice must make it clear whether the contract, and fee liability, will apply to just a single general rating revaluation or several, and whether it includes assessment alterations that may occur between revaluations. Where ratepayers seek professional assistance in the challenging of a rating assessment they will be responsible for any fees that may arise in accordance with the Terms of Engagement. Your consultant is required to explain to you, in the written Terms of Engagement, how the fees will be calculated and when they are payable.

**The provision of this information complies with the requirements of the RICS/IRRV/RSA Rating Consultancy Code of Practice. A copy of the Code of Practice will be provided by your rating consultant on request.**

**The Royal Institution of Chartered Surveyors (RICS) represents 110,000 individually qualified professional members worldwide who provide expert advice on all land, property, and construction issues. The Institute of Revenues Rating and Valuation (IRRV) represents practitioners in the valuation, administration and adjudication of local property tax and business rate matters. Rating consultancy is a specialist service provided by some members of RICS and IRRV. Membership of the Rating Surveyors' Association (RSA) is restricted to members of RICS with a minimum of five years' specialist experience.**