



Surveyors advising in respect of compulsory purchase and statutory compensation

UK

2nd edition, September 2024

Effective from 23 December 2024

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RICS professional standard, UK

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Published by the Royal Institution of Chartered Surveyors (RICS)

Parliament Square

London

SW1P 3AD

www.rics.org



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ISBN 978 1 78321 535 5

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This document applies to the UK and Crown Dependencies. If any of the requirements contained in this document conflict with regional legal requirements, those regional legal requirements take precedence and must be applied.

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RICS standards framework

RICS' standards setting is governed and overseen by the Standards and Regulation Board (SRB). The SRB's aims are to operate in the public interest, and to develop the technical and ethical competence of the profession and its ability to deliver ethical practice to high standards globally.

The [RICS Rules of Conduct](#) set high-level professional requirements for the global chartered surveying profession. These are supported by more detailed standards and information relating to professional conduct and technical competency.

The SRB focuses on the conduct and competence of RICS members, to set standards that are proportionate, in the public interest and based on risk. Its approach is to foster a supportive atmosphere that encourages a strong, diverse, inclusive, effective and sustainable surveying profession.

As well as developing its own standards, RICS works collaboratively with other bodies at a national and international level to develop documents relevant to professional practice, such as cross-sector guidance, codes and standards. The application of these collaborative documents by RICS members will be defined either within the document itself or in associated RICS-published documents.

Document definitions

Document type	Definition
RICS professional standards	<p>Set requirements or expectations for RICS members and regulated firms about how they provide services or the outcomes of their actions.</p> <p>RICS professional standards are principles-based and focused on outcomes and good practice. Any requirements included set a baseline expectation for competent delivery or ethical behaviour.</p> <p>They include practices and behaviours intended to protect clients and other stakeholders, as well as ensuring their reasonable expectations of ethics, integrity, technical competence and diligence are met. Members must comply with an RICS professional standard. They may include:</p> <ul style="list-style-type: none"> • mandatory requirements, which use the word 'must' and must be complied with, and/or • recommended best practice, which uses the word 'should'. It is recognised that there may be acceptable alternatives to best practice that achieve the same or a better outcome. <p>In regulatory or disciplinary proceedings, RICS will take into account relevant professional standards when deciding whether an RICS member or regulated firm acted appropriately and with reasonable competence. It is also likely that during any legal proceedings a judge, adjudicator or equivalent will take RICS professional standards into account.</p>
RICS practice information	<p>Information to support the practice, knowledge and performance of RICS members and regulated firms, and the demand for professional services.</p> <p>Practice information includes definitions, processes, toolkits, checklists, insights, research and technical information or advice. It also includes documents that aim to provide common benchmarks or approaches across a sector to help build efficient and consistent practice.</p> <p>This information is not mandatory and does not set requirements for RICS members or make explicit recommendations.</p>

Glossary

Term	Definition
Acquiring authority	A client seeking to acquire land or rights where the use of compulsory purchase powers (by your client or another body) is contemplated is referred to as an 'acquiring authority' in this professional standard. However, for the purposes of this standard, this includes developers and other parties that may not have direct access to compulsory purchase powers. The same term also includes the compensating authority for injurious affection where no land is taken.
Claimant	For ease of reference, in this professional standard, a landowner or occupier from whom an interest or right is required is referred to as a 'claimant'. Where negotiations occur prior to the exercise of compulsory purchase, there may be no statutory right to a compensation claim (see section 8.2). The same term also includes parties with a statutory claim or anticipated claim for injurious affection where no land is acquired.
Compulsory purchase compensation code/compensation code	The compulsory purchase compensation code is a generic term referring to the body of statute and case law that concerns assessment of and eligibility for compulsory purchase compensation.
Scheme	The works or development for which the compulsory purchase powers are being sought or used. This may include related works for which compulsory purchase powers are not required.

1 Mandatory professional behaviour and competence

1.1 Mandatory professional behaviour and competence expected of RICS members when advising in respect of compulsory purchase and statutory compensation are listed below. In this document, 'you' refers to RICS members.

Application and principal message	
1	You must be able to demonstrate a proper understanding of the statutes, statutory instruments, case law and government guidance in respect of the compulsory purchase process and compensation in the jurisdiction where your advice is to be applied, and which is relevant to the scope of your instruction. (2.7)
2	You must ensure you are able to discharge your duties to the required standard and consider all matters material to your instruction. (2.9)
3	You must be aware of the changes in responsibility that will occur should your duties later involve acting as an expert witness, and how this may affect the carrying out of work prior to that change. (2.11)
4	As soon as you become aware that judicial or quasi-judicial proceedings seem likely, you must advise your client in writing of your ability or otherwise to comply with the current editions of RICS' Surveyors acting as expert witnesses , Surveyors acting as expert witnesses in Scotland or other RICS requirements applicable to the jurisdiction in which you are working. (2.12)
Duty in providing advice	
5	You must endeavour to establish the material information and collect appropriate evidence during the period of your instruction. (3.2)
6	Where information material to the advice being given is not available, or is not evidenced or corroborated to your satisfaction, you must clearly state this to your client and advise what assumptions have been made. (3.3)
7	If you identify a material inaccuracy or change your view of a matter material to advice given, you must notify those instructing you without delay. (3.4)
8	You must provide your client with balanced and professional advice that seeks to secure an equitable outcome for a reasonable cost and within a reasonable timescale. (3.7)
9	Clients (on either side) can, and do, seek to influence RICS members. You must demonstrate your professionalism by resisting undue influence in the advice you give. (3.8)

Acceptance of and changes to instructions

10	You must not accept instructions to provide advice in matters unless you have the: <ul style="list-style-type: none"> a requisite competence appropriate for the assignment and b resources to complete the assignment within the timescale and to the standard required. (4.1)
11	You must, prior to accepting instructions: <ul style="list-style-type: none"> a advise those instructing you in writing that this RICS professional standard will apply and offer to supply a copy of the standard on request b ensure there is a written record, held by you, as to the matters on which advice is required, whether such written record is prepared on your initiative or those instructing you c confirm your terms of engagement to your client d be satisfied no conflict of interest arises and take account of RICS' professional standards and information in respect of conflicts of interest (you must report any actual or potential conflict of interest to those instructing you as soon as it arises or becomes apparent; this applies both before and after instructions have been accepted) and e undertake due diligence in line with statutory requirements and RICS' requirement concerning Countering bribery and corruption, money laundering and terrorist financing, as applicable. (4.2)
12	If your instructions are changed or supplemented, you must ensure there is a written record of this held, as required in 4.2(b). (4.3)

Inspection

13	Where an inspection of any property is required, it must always be carried out to the extent necessary to produce professionally competent advice, having regard to its purpose and the circumstances of the case. (5.1)
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Reports

14	In reporting your advice, you must consider all matters material to the instruction. (7.2)
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Claims and negotiations

15	In all cases, you must advise your client of the application of this professional standard and provide a copy on request. (8.1.2)
16	You must be aware of the distinction between shadow negotiations and the negotiation of statutory compensation following the exercise of compulsory purchase powers and how this affects your client's interests. (8.2.3)

Fees	
17	You must ensure the basis for fees and disbursements is reasonable in relation to the work required. (9.2)
18	You must ensure in all cases that the basis on which you propose to charge fees, the arrangements for payment, and any subsequent changes are agreed with your client in writing. (9.7)
19	You must ensure that the contingent basis of your fee does not unduly influence your advice to your client. (9.8)
20	You must make clear to your client, at the earliest opportunity and before fees are incurred, that they bear ultimate liability for your fees on the agreed fee basis. (9.13)
21	You must be clear with your client and advise them when time is to be spent on matters for which claimant's fees are not normally reimbursed by the acquiring authority and do so before that time is incurred. (9.14)

2 Application and principal message

2.1 This professional standard applies:

- when you provide advice regarding property interests and rights in the UK that relates to the seeking or use of compulsory purchase for the acquisition or use of land or rights by or against your client, or where the seeking or use of such powers is contemplated
- when you are advising a body that is relying on or seeking to rely on another body to seek or use compulsory purchase powers to acquire or use land or rights to assist with a project and
- where compensation for injurious affection arises where no land is taken.

While the geographic scope of this standard is the UK, many of the principles are globally applicable and may support RICS members outside these jurisdictions.

2.2 The mandatory standards in this document have been highlighted in bold in the main text and set out in section 1 for ease of reference.

2.3 The standards set out in this document are in addition to the latest version of [RICS Valuation – Global Standards](#) (Red Book Global Standards) where they apply.

2.4 This RICS professional standard applies to property rights and interests in the UK only. RICS members in other territories may wish to consider whether this document is of assistance in guiding good practice in their region.

2.5 For ease of reference, in this professional standard, a landowner or occupier from whom an interest or right is required is referred to as a 'claimant'. Where negotiations occur prior to the exercise of compulsory purchase, there may be no statutory right to a compensation claim (see section 8.2). The same term also includes parties with a statutory claim or anticipated claim for injurious affection where no land is acquired.

2.6 A client seeking to acquire land or rights where the use of compulsory purchase powers (by your client or another body) is contemplated is referred to as an 'acquiring authority' in this professional standard. However, for the purposes of this standard, this includes developers and other parties that may not have direct access to compulsory purchase powers. The same term also includes the compensating authority for injurious affection where no land is taken.

2.7 Compulsory purchase is a complex area of practice. As an RICS member advising a client in respect of compulsory purchase or the exercise of statutory powers to carry out works or take rights over or in a property interest, **you must be able to demonstrate a proper understanding of the statutes, statutory instruments, case law and government guidance**

in respect of the compulsory purchase process and compensation in the jurisdiction where your advice is to be applied, and which is relevant to the scope of your instruction.

It is your responsibility to keep up to date with changes in case law, guidance and legislation, including secondary legislation, and to be aware of the different statutory provisions that apply to different areas of the UK.

2.8 The exercise of compulsory purchase powers can have a significant impact on the homes and livelihoods of those affected. It is especially important that RICS members advising acquiring authorities, commercial partners, landowners and occupiers do so competently and responsibly and act at all times in accordance with the [RICS Rules of Conduct](#). The aim of all parties and in particular the surveyors acting for them should be to reach agreement on a fair package of compensation, mitigation, or where appropriate removal of the land from the order or threat of a future order. This should be done as straightforwardly as possible, and the conduct of both sides should be reasonable and should take account of the constraints, challenges and impacts faced by the other.

2.9 The roles you may be called on to perform in a case involving compulsory purchase or the exercise of statutory powers are many and varied. **You must ensure you are able to discharge your duties to the required standard and consider all matters material to your instruction.** The roles that may arise include:

- advising an acquiring authority contemplating the use of compulsory purchase powers or statutory powers or a commercial partner of such an authority, including land acquisition strategy, pre-powers negotiations, and estimates of potential compensation liability
- advising owners and occupiers under threat of compulsory purchase how to protect their position, including potential objection to any order, preparations in advance of acquisition to protect compensation entitlement, and pre-powers negotiations
- being involved in alternative dispute resolution (ADR) or appearing as an expert witness at an inquiry or before the Lands Chamber of the Upper Tribunal or the Lands Tribunal for Scotland (see also RICS' *Surveyors acting as expert witnesses* and *Surveyors acting as expert witnesses in Scotland*) and
- negotiation of compensation arising from compulsory purchase acting on behalf of the acquiring authority, an authority's commercial partner or the owner or occupier of the property interest acquired.

2.10 Compulsory purchase and statutory compensation may involve elements of business valuation, town planning, forensic accountancy and other specialisms as well as property valuation and procedural matters. Where you are not able to provide an appropriate standard of advice in relation to any matter, you should clearly agree with your client the limits of your duties, perhaps working in cooperation with other advisers to provide comprehensive advice.

2.11 **You must be aware of the changes in responsibility that will occur should your duties later involve acting as an expert witness, and how this may affect the carrying out of work prior to that change.**

2.12 This professional standard also applies to the provision of advice to assist a client to decide whether to initiate or defend judicial proceedings that fall within the scope of paragraph 2.1. **As soon as you become aware that judicial or quasi-judicial proceedings seem likely, you must advise your client in writing of your ability or otherwise to comply with the current editions of RICS' *Surveyors acting as expert witnesses*, *Surveyors acting as expert witnesses in Scotland* or other RICS requirements applicable to the jurisdiction in which you are working.**

Effective date

2.13 This professional standard is effective from 23 December 2024 and supersedes the RICS professional standard *Surveyors advising in respect of compulsory purchase and statutory compensation*, 1st edition.

3 Duty in providing advice

3.1 The compulsory purchase process and the assessment of statutory compensation require objective judgement. If you cannot adhere to paragraph 2.7 and 2.9 (above), you should either decline your client's instruction or, where appropriate, seek support from a suitably experienced professional. It may be appropriate to seek support rather than declining the instruction if you are particularly familiar with the property or your client's business or have particular experience in the type of valuation required. You should avoid duplicating advice provided by another surveyor, and you should not maintain an instruction unnecessarily.

3.2 You must endeavour to establish the material information and collect appropriate evidence during the period of your instruction. Where further information becomes available, you should recommend to your client that your advice be updated.

3.3 Where information material to the advice being given is not available, or is not evidenced or corroborated to your satisfaction, you must clearly state this to your client and advise what assumptions have been made.

3.4 If you identify a material inaccuracy or change your view of a matter material to advice given, you must notify those instructing you without delay.

3.5 The VAT status of the claimant and the land should be established and taken into consideration.

3.6 Your professional duty is to your client. This duty applies unless you are instructed to carry out the role of an expert witness, as defined in RICS' *Surveyors acting as expert witnesses* or *Surveyors acting as expert witnesses in Scotland*. You should be aware of the requirements of these RICS documents and consider how they may influence your conduct and advice in matters prior to a role as an expert witness. Where an expert witness role appears likely to be required, you should consider, with your client, whether any such role should be carried out by the same person who gives advice leading up to the commencement of expert witness work.

3.7 You must provide your client with balanced and professional advice that seeks to secure an equitable outcome for a reasonable cost and within a reasonable timescale. It is important you advise your client based on your knowledge and experience. You should not put forward a negotiating position or seek to pursue a course of action demanded by your client that cannot, in your professional opinion, be reasonably supported and, where necessary, evidenced. This applies whether you are advising a claimant, an acquiring authority, or an acquiring authority's commercial partner.

3.8 Clients (on either side) can, and do, seek to influence RICS members. You must demonstrate your professionalism by resisting undue influence in the advice you give.

4 Acceptance of and changes to instructions

4.1 You must not accept instructions to provide advice in matters unless you have the:

- a requisite competence appropriate for the assignment and
- b resources to complete the assignment within the timescale and to the standard required.

4.2 You must, prior to accepting instructions:

- a advise those instructing you in writing that this RICS professional standard will apply and offer to supply a copy of the standard on request
- b ensure there is a written record, held by you, as to the matters on which advice is required, whether such written record is prepared on your initiative or those instructing you
- c confirm your terms of engagement to your client
- d be satisfied no conflict of interest arises and take account of RICS' professional standards and information in respect of conflicts of interest (you must report any actual or potential conflict of interest to those instructing you as soon as it arises or becomes apparent; this applies both before and after instructions have been accepted) and
- e undertake due diligence in line with statutory requirements and RICS' requirement concerning *Countering bribery and corruption, money laundering and terrorist financing*, as applicable.

4.3 If your instructions are changed or supplemented, you must ensure that there is a written record of this held, as required in 4.2(b).

4.4 When acting for a client claiming or expecting to claim compensation, you should identify the expected claimant or claimants and the interest or interests in land for each claimant as part of your instructions. If the claimant is different from your client, this should be made clear. There may be circumstances where you have a client who is not the claimant, such as where the claimant is a special purpose vehicle or other related party. You and your client should be clear on which party has or is likely to have the statutory entitlement to compensation and on what basis.

5 Inspection

5.1 Where an inspection of any property is required, it must always be carried out to the extent necessary to produce professionally competent advice, having regard to its purpose and the circumstances of the case.

5.2 Where possible, a suitable record of the size, configuration, relevant features and condition of the property, which is representative of the circumstances at the compensation valuation date, should be prepared and agreed with the other party. Bear in mind that the property may be demolished, altered or otherwise materially changed by the proposed works before compensation is settled. In some matters, the acquiring authority will provide a record of condition for the property and the RICS member will need to confirm that this is fit for purpose.

6 Valuation and Red Book Global Standards

6.1 When carrying out valuations in respect of compulsory purchase or other statutory purposes, it is necessary to comply with the applicable statutory requirements.

6.2 *RICS Valuation – Global Standards* (the Red Book Global Standards) will apply to valuations; therefore, PS 1 and PS 2 will be applicable for all valuations and VPS 1–5 exceptions may be applicable.

6.3 If an appropriate exception under VPS 1–5 of the Red Book Global Standards applies, then as per PS 1 5.7, the exception should be explicitly stated and explained in the valuation report.

6.4 For further guidance, see [RICS Valuation – Global Standards: UK national supplement](#) UK VPGA 16 Valuations for compulsory purchase and statutory compensation.

7 Reports

7.1 You should provide written advice to your client at appropriate intervals, including when establishing or assessing the quantum of a claim or parts of a claim, and when your opinion of that quantum materially changes.

7.2 In reporting your advice, you must consider all matters material to the instruction.

8 Claims and negotiations

8.1 Access to information

8.1.1 When undertaking negotiations for the sale or purchase of land or rights under compulsory purchase or the shadow of compulsory purchase, you should take appropriate steps to ensure that your client is aware of the following information and where they can access it (alternatively, copies can be provided):

- this RICS professional standard
- the [RICS consumer guide on compulsory purchase](#)
- the [Land compensation claims protocol](#) published by the Compulsory Purchase Association and
- [UK government compulsory purchase and compensation guides 1–4](#) (as applicable).

8.1.2 In all cases, you must advise your client of the application of this professional standard and provide a copy on request.

8.2 Negotiations prior to compulsory purchase

This subsection relates specifically to the acquisition of land and rights under the threat of compulsory purchase.

8.2.1 UK government guidance on the use of compulsory purchase powers recommends negotiation for the acquisition of land and rights by agreement prior to and alongside seeking compulsory purchase powers. It is for the acquiring authority and the claimant to decide whether and when to engage in such negotiations, but you may be instructed to undertake negotiations or to advise your client on whether or when to engage. Such negotiations prior to the triggering of statutory compensation are referred to as being under the 'shadow' of compulsory purchase powers and are referred to as shadow negotiations in this professional standard.

8.2.2 A statutory right to compensation will not arise until the power of compulsory purchase is exercised in respect of a right or interest. This will most commonly be by the service of a notice to treat, the execution of a general vesting declaration or the acceptance of a blight notice. The date that statutory compensation is triggered is not the same as the valuation date, but it creates the statutory entitlement to compensation.

8.2.3 You must be aware of the distinction between shadow negotiations and the negotiation of statutory compensation following the exercise of compulsory purchase powers and how this affects your client's interests. Some of the main differences are set out below.

Statutory compensation negotiations	Shadow negotiations
Acquisition of land or rights is outright	Options or conditional agreements can be used if agreed between the parties.
Compulsory purchase compensation code applies	The compulsory purchase compensation code is not mandatory. The code may be used by agreement between parties, another basis can be used, or departures from the code can be mutually agreed. UK government guidance recommends the acquiring authority offers code-based settlements unless the property is already on the open market and that the overall cost of the compulsory purchase process can be taken into account.
Obligation to sell or grant right	No obligation on the affected party. The acquiring authority is seeking to acquire by agreement in accordance with UK government guidance. Efforts made are likely to be tested at inquiry.
Statutory right to compensation for reasonable professional fees	No statutory right to reimbursement of fees for the affected party. The affected party is at risk unless a fee agreement is entered into with the acquiring authority. UK government guidance recommends that acquiring authorities consider reimbursement of reasonable costs for negotiations (not objections) in the shadow period.

8.3 Statutory compensation claims

8.3.1 When making a claim for statutory compensation following the exercise of compulsory purchase powers, you should use any model form that exists for the purpose or replicate that information in any claim that is made.

8.3.2 When submitting a statutory claim for compensation, you should ensure that the claim form or claim letter together with any supplementary valuations, comparable evidence, calculations or other information provides sufficient information to enable the compensating authority to understand the claim and how it is supported. This should include an indication of how the quantum has been calculated and the evidence or reasoning relied on. Where a partial claim is made due to additional losses yet to be incurred, this should be stated.

8.3.3 You should provide a quantified and supported claim unless you can demonstrate a good reason why it is not possible to do so wholly or in part. Where this is not possible, you should provide a quantified and supported claim as soon as you are reasonably able to do so.

8.3.4 When advising an acquiring authority, you should provide a quantified assessment of the compensation in response to the received claim to the claimant or their professional adviser in writing as soon as you are reasonably able to do so. This should provide sufficient

information to enable the claimant to understand the acquiring authority's position and how it is supported. This should include an indication of how the quantum has been calculated and the evidence or reasoning relied on.

8.3.5 You should not submit claim figures that you cannot professionally support. You should advise your client if there is a risk the final agreed or determined amount will be materially different from the amount claimed (for claimant clients) or assessed (for acquiring authority clients).

Advance payment requests

8.3.6 When submitting an advance payment request, you should include a quantified claim amount for each head of compensation being claimed if you have not already done so.

8.4 Conduct of negotiations

8.4.1 When negotiating statutory compensation, you should have regard to the principles below, whether you are acting for a claimant or an acquiring authority. When negotiating in advance of the exercise of powers, the principles should be followed subject to the proviso that the claimant is not obliged to engage in negotiations. To the extent that the claimant does wish to engage, they are not necessarily constrained by the compulsory purchase compensation code. The parties should:

- discuss each other's positions constructively with the objective of agreeing as much as possible and identifying as precisely as possible the issues that cannot be agreed
- ensure that, at appropriate points, each party's position is clearly set out in writing
- from time to time, review their own positions in respect of the negotiation and communicate any change in those positions to the other party promptly and in writing
- consider at all stages whether ADR would assist in resolving either the whole claim or specific issues within the claim and
- disclose sufficient information to enable the other party to understand properly the substance of the party's position, the evidence available to support it and any other material information relevant to the negotiation.

9 Fees

9.1 This professional standard supersedes the RICS guidance notes *Calculation of fees relating to the exercise of statutory powers in connection with land and property* (1st edition (2006) and 1st edition for Scotland (2014)).

9.2 You must ensure the basis for fees and disbursements is reasonable in relation to the work required.

9.3 Surveyors' fees incurred in advising a claimant on a statutory compensation claim are generally recoverable by the claimant as an additional part of the compensation if they have been reasonably and properly incurred. However, this only applies once a statutory compensation claim has arisen (see section 8.2).

9.4 A claimant should be able to expect an acquiring authority to reimburse the full cost of professional advice incurred in the preparation and negotiation of a compensation claim provided such costs are reasonable and reasonably incurred. Examples of potential areas of work that may be required are set out in [Appendix A](#). An acquiring authority should expect to reimburse reasonable fees on the basis that is contracted between the surveyor and the claimant and notified to the acquiring authority, unless the resulting fee is not reasonable in all the circumstances.

9.5 An acquiring authority has no statutory liability to reimburse professional fees for the preparation and negotiation of a compensation claim until a statutory liability to pay compensation arises (see section 8.2). However, once such a liability does arise, it can be retrospective and include costs reasonably incurred before the date the statutory liability arose.

Where a statutory liability to reimburse fees is yet to arise, RICS members should consider seeking an agreement from the acquiring authority that reasonable fees will be reimbursed.

9.6 RICS members advising in relation to compulsory purchase require a detailed understanding of a complex area of law and a host of professional, technical and 'soft' skills, as well as knowledge of valuation and an understanding of the use and basis of occupation of the property to be acquired. As a consequence, it would be reasonable to have regard to the following.

- The work required is appropriate to the task at hand.
- The work required may be increased by the circumstances of the claim, for example, if entry dates are materially deferred, requiring claim items to be updated or refreshed.
- The travelling costs (including the time spent) of a surveyor travelling long distances to carry out the case. For example, claimants may reasonably wish to employ experts who are already familiar with their property or business but may not be local to the land being

acquired. That may lead to a better outcome for both parties and the need to travel may be able to be managed to mitigate cost.

- Some claimants may require more reassurance and guidance than others, particularly those that have little exposure to business or property matters. RICS members should seek to deliver an efficient and cost-effective service, but this may still require additional time to advise your client appropriately in some cases.

9.7 When advising claimants, you must ensure in all cases that the basis on which you propose to charge fees, the arrangements for payment, and any subsequent changes are agreed with your client in writing. Where it is intended to seek reimbursement of fees from the acquiring authority, this agreement should be presented promptly to the acquiring authority. While it is not for the acquiring authority to direct the basis on which a surveyor should charge their client, the acquiring authority should take this opportunity either to agree with what has been presented to them or to raise their concerns to be discussed. This should assist in minimising the potential for disagreement or dispute when fees are claimed. Concerns raised at this initial point are likely to carry more weight should a dispute arise further down the line.

9.8 A fee that is conditional on the outcome of the negotiation, such as only being payable on settlement, is referred to in this professional standard as a 'contingent fee'. A contingent fee should only be used in exceptional circumstances and carries risks that you and your client should carefully consider. **You must ensure that the contingent basis of your fee does not unduly influence your advice to your client.**

9.9 A contingent fee basis is not acceptable for any work where you act as an expert witness or otherwise owe a duty to a court, inquiry, tribunal or similar body. Further details on this can be found in RICS' [Surveyors acting as expert witnesses](#) or [Surveyors acting as expert witnesses in Scotland](#).

9.10 Fees may be included in a request for an advance payment of compensation.

9.11 You should take measures to monitor the level of fees accruing and keep your client and, where appropriate, the acquiring authority informed on a regular basis. Agreeing a schedule for billing may benefit in this regard.

9.12 A compulsory purchase or statutory compensation specialist working with a local surveyor who knows the property and business well can frequently help identify issues to be addressed and provide useful insight in preparing, evidencing and negotiating a claim. Care should be taken to avoid duplication of work. The addition of other specialisms such as minerals, planning, forensic accounting (and many others) can be beneficial. Such an approach should be discussed with your client at an early stage.

9.13 **You must make clear to your client, at the earliest opportunity and before time is incurred, that they bear ultimate liability for your fees on the agreed fee basis.**

9.14 You must be clear with your client and advise them when time is to be spent on matters for which claimant's fees are not normally reimbursed by the acquiring authority and do so before that time is incurred.

Bases for calculating fees that form part of the claim

9.15 A variety of bases are likely to be utilised for the reimbursement of fees. Such bases may include, but are not limited to:

- time spent multiplied by an hourly rate (subject to an annual review, where projects span a longer period) and
- a predetermined 'fixed fee' arrangement where the scope of work can be clearly defined.

9.16 A fee basis is more likely to be considered appropriate if it would be likely to lead to a fee that is reasonable, having regard to the issues under consideration, and that reflects the extent of work that the RICS member will carry out.

9.17 Some acquiring authorities propose a fee based on a scale or band relating to the perceived level of activity expected in respect of an acquisition. While this might be an appropriate basis that is acceptable to you and your client, care should be exercised to ensure that the adoption of such an approach does not unreasonably restrict the extent of advice that you are able to give. Members should consider, as an alternative, an interim fee limit, which can be increased by agreement in the event that further work is required than was initially envisaged.

9.18 An acquiring authority or developer partner may choose to enter into an agreement to reimburse reasonable professional costs before a statutory liability arises. The UK government gives guidance on when such agreements should be considered. RICS members acting for claimants or acquiring authorities and developer partners should ensure that any such agreement is clear on the basis on which fees will be reimbursed, when they will be paid, and any conditions or limitations on the level of reimbursement. Such agreements should be in writing, and it should be clear to whom the acquiring authority or developer partner is agreeing to make payment.

10 Recording time

10.1 RICS members should accurately record the time spent and the nature of the work carried out in relation to a compulsory purchase or statutory compensation claim as the time is incurred. In many cases, the time spent working on a claim will form a significant factor in the assessment of the fee. RICS members may be required to verify and justify the time spent working on a claim. The extent to which the record is accurate and comprehensive may be a significant factor when the reasonableness of the fee claim is assessed.

11 Disputes

11.1 Where a settlement on statutory compensation cannot be reached by negotiation, either party can refer the matter for determination by the applicable tribunal or court. Courts and tribunals will consider what efforts the parties have made to resolve or narrow the areas of dispute before resorting to litigation. You should also consider the risk and cost that may be incurred by your client in litigation and consider alternative means of dispute resolution with your client.

11.2 The [Land compensation claims protocol](#) published by the Compulsory Purchase Association is recommended to RICS members as an approach to avoiding or reducing the scope of disputes and reducing the potential cost and risk of litigation.

11.3 The RICS Dispute Resolution Service provides a dispute resolution service aimed specifically at [disputes over statutory compulsory purchase compensation](#), and this service is recommended to RICS members.

12 Complaints

12.1 Complaints may arise during compulsory purchase instructions. Compulsory purchase is an emotive process that can directly impact the homes and livelihoods of those affected.

Complaints from your client regarding the service received from you as their adviser

12.2 These complaints should be dealt with through your complaints-handling procedure (where it exists) and, where necessary, escalated to RICS.

Complaints from the opposing party (not your client) regarding your conduct on the case

12.3 These complaints should be responded to professionally and the complainant informed of their option to escalate a complaint to RICS.

Where your client wishes to make a complaint against an RICS member advising the opposing party

12.4 You should advise your client on the appropriate course of action.

12.5 Complaints made against professional advisers advising an opposing party should relate to the conduct of the professional adviser and not a dispute over the quantum of compensation. Where your client is unhappy with the settlement on offer, and in your professional opinion there is a case for a different settlement, you should advise your client on appropriate dispute resolution rather than a complaint against the professional adviser acting for the opposing party.

12.6 Where there is a conduct matter to be addressed, complaints should not be vexatious. You should advise your client against making vexatious or unfounded complaints against professional advisers acting against them.

12.7 Where there is a matter of conduct by an RICS member to be addressed, RICS Regulation can consider concerns from an individual who is not a client of an RICS member or a regulated firm regarding a breach of an RICS professional standard. Evidence would need to show that the RICS member or regulated firm who is the subject of the complaint was culpable for the breach and that the breach was sufficiently serious to warrant disciplinary action and that such disciplinary action was necessary in the public interest.

12.8 Note that, where the RICS professional standard *Surveyors acting as expert witnesses* or *Surveyors acting as expert witnesses in Scotland* applies, different complaints requirements will apply.

Appendix A Potential scope of work and fees

A1.1 To assist RICS members acting for claimants and acquiring authorities when assessing the scope of reasonable professional fees, this appendix sets out examples of work that might reasonably be required in advising a claimant client. This list is not exhaustive, nor will all the items listed apply to every case:

- undertaking anti-money laundering and conflict of interest checks
- meetings, emails, written correspondence and phone calls with the client, acquiring authority and/or its representatives (this may also include the client's professional team, e.g. legal, accountants, town planners, engineers, etc. as reasonably required)
- review of formal documentation from the acquiring authority, e.g. notice to treat, general vesting declaration, book of reference, etc.
- comparable research, valuation due diligence and valuation work
- advice on mitigating loss
- advising on accommodation works
- property inspection(s)
- review of lease/tenure documentation
- relevant and reasonable case law research and other research
- review/consideration of accounts/trading information
- collation and consideration of disturbance evidence
- planning investigations/research
- liaison and documentation of possession
- preparation of claims and supporting evidence
- negotiations
- updates and reporting, including report on agreed terms
- liaison with legal advisers on documentation of settlement
- reasonable travel and disbursements.

Delivering confidence

We are RICS. As a member-led chartered professional body working in the public interest, we uphold the highest technical and ethical standards.

We inspire professionalism, advance knowledge and support our members across global markets to make an effective contribution for the benefit of society. We independently regulate our members in the management of land, real estate, construction and infrastructure. Our work with others supports their professional practice and pioneers a natural and built environment that is sustainable, resilient and inclusive for all.

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