



SCOPE OF SERVICES

# Dilapidations Services

Scotland  
May 2022



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# Dilapidations Services

For use with the RICS Short Form of Consultant's Appointment for Designated Services

## Additional notes

- These Services should be completed by inserting a 'tick' in the box next to the Service to be provided. For further information please refer to the RICS Short Form of Consultant's Appointment for Designated Services explanatory notes.
- All other Services that are not ticked shall be deemed to be Additional Services under the terms of this Appointment.
- Any bespoke Additional Services agreed between the Client and the Consultant should be inserted in Section 3.
- A schedule of 'typical' meetings is included with these Services in Appendix A. Completion of this schedule is also recommended.
- Refer to the current edition of the RICS guidance note *Dilapidations in Scotland*.

## 1 Consultant acting for Landlord, where the Landlord is the Client

### 1.1 Preparation of lease-end Schedule of Dilapidations prior to the end of the lease term

- A: [Not applicable in Scotland]
- B: Review all available legal documentation (lease, licences, etc.).
- C: Review all available technical information (surveys, drawings, planning applications, etc.).

#### Either:

- D1a: Appoint as a subconsultant the following specialists:  
 Mechanical and electrical engineer  
 Lift engineer  
 Other \_\_\_\_\_
- D2a: Brief each subconsultant in advance of their inspection.

- D3a: Review the subconsultant's draft Schedule of Dilapidations; make comments as appropriate.
- D4a: Incorporate each subconsultant's schedule into the Schedule of Dilapidations.

#### Or:

- D1b: Liaise with the Client's own specialists, as follows:  
 Mechanical and electrical engineer  
 Lift engineer  
 Other \_\_\_\_\_
- D2b: Brief each specialist in advance of their inspection.
- D3b: Review the specialist's draft Schedule of Dilapidations; make comments as appropriate.
- D4b: Incorporate each specialist's schedule into the Schedule of Dilapidations but note that the Consultant has no responsibility for the content of the specialist's work.
- E: Where opening-up works, testing of installations and/or making good of the premises is anticipated, liaise with the Client

regarding any additional access and consent requirements.

- F: Procure suitable temporary access equipment (such as a cherry picker).

**Either:**

- G1: Inspect the premises in advance of the subconsultants and/or specialists.

**Or:**

- G2: Inspect the premises at the same time as the subconsultants and/or specialists.
- H: Liaise with the Client or the Client's solicitor in respect of any notices that have or should be sent or served on the Tenant.
- I: [Not applicable in Scotland]
- J: [Not applicable in Scotland]
- K: [Not applicable in Scotland]
- L: Estimate costs for the works identified in the Schedule of Dilapidations.
- M: Publish the Schedule of Dilapidations to the Client in electronic format.
- N: Provide [ 3 ]\* number of hard copies of the Schedule of Dilapidations to the Client.
- O: If requested by the Tenant, following confirmation of instructions from the Client, send an electronic version of the Schedule of Dilapidations to the Client's Tenant.
- P: Discuss with the Client whether an offer to settle the dispute with the Tenant save as to costs is appropriate.
- Q: Discuss with the Client whether alternative dispute resolution (ADR) should be suggested at this stage to the Tenant.

\* Number in brackets is the default unless other number is inserted and initialled by both parties.

## 1.2 Preparation of lease-end Schedule of Dilapidations after the end of the lease term or updating an existing Schedule of Dilapidations after the end of the lease term

- A: [Not applicable in Scotland]
- B: Review all available legal documentation (lease, licences, etc.).
- C: Review all available technical information (surveys, drawings, planning applications, details of Tenant's works, etc.)

**Either:**

- D1a: Appoint as a subconsultant the following specialists:  
     Mechanical and electrical engineer  
     Lift engineer  
     Other \_\_\_\_\_
- D2a: Brief each subconsultant in advance of their inspection.
- D3a: Review the subconsultant's draft Schedule of Dilapidations; make comments as appropriate.
- D4a: Incorporate each subconsultant's schedule into the Schedule of Dilapidations.

**Or:**

- D1b: Liaise with the Client's own specialists, as follows:  
     Mechanical and electrical engineer  
     Lift engineer  
     Other \_\_\_\_\_
- D2b: Brief each specialist in advance of their inspection.
- D3b: Review the specialist's draft Schedule of Dilapidations; make comments as appropriate.
- D4b: Incorporate each specialist's schedule into the Schedule of Dilapidations (Note: the Consultant has no responsibility for the content of the specialist's work).

- E: Request that the Client arranges access to the premises.
- F: Procure suitable temporary access equipment (such as a cherry picker).

**Either:**

- G1: Inspect the premises in advance of the subconsultants and/or specialists.

**Or:**

- G2: Inspect the premises at the same time as the subconsultants and/or specialists.
- H: Liaise with the Client or the Client's solicitor in respect of any notices that have or should be sent or served on the Tenant.
- I: [Not applicable in Scotland]
- J: [Not applicable in Scotland]
- K: [Not applicable in Scotland]
- L: Estimate costs for the works identified in the Schedule of Dilapidations.
- M: Publish the Schedule of Dilapidations to the Client in electronic format.
- N: Provide [ 3 ]\* hard copies of the Schedule of Dilapidations to the Client.
- O: If requested by the Tenant, following confirmation of instructions from the Client, send an electronic version of the Schedule of Dilapidations to the Client's Tenant.
- P: Discuss with the Client whether an offer to settle the dispute with the Tenant save as to costs is appropriate.
- Q: Discuss with the Client whether ADR should be suggested at this stage to the Tenant.

\* Number in brackets is the default unless other number is inserted and initialled by both parties.

### 1.3 [Not applicable in Scotland]

## 1.4 Preparation of a Schedule of Dilapidations to support a Repairs Notice during the Tenant's lease term

Note 1: [Not applicable in Scotland]

Note 2: [Not applicable in Scotland]

- A: [Not applicable in Scotland]
- B: Review all available legal documentation (lease, licences, etc.).
- C: Review all available technical information (surveys, drawings, planning applications, etc.).

**Either:**

- D1a: Appoint as a subconsultant the following specialists:  
     Mechanical and electrical engineer  
     Lift engineer  
     Other \_\_\_\_\_
- D2a: Brief each subconsultant in advance of their inspection.
- D3a: Review the subconsultant's draft Schedule of Dilapidations; make comments as appropriate.
- D4a: Incorporate each subconsultant's schedule into the Schedule of Dilapidations.

**Or:**

- D1b: Liaise with the Client's own specialists, as follows:  
     Mechanical and electrical engineer  
     Lift engineer  
     Other \_\_\_\_\_
- D2b: Brief each specialist in advance of their inspection.
- D3b: Review the specialist's draft Schedule of Dilapidations; make comments as appropriate to Dilapidations but note that the Consultant has no responsibility for the content of the specialist's work.

- E: If opening-up works, testing of installations and/or making good of the premises is anticipated, liaise with you regarding any additional access and consent requirements.
- F: Request that the Landlord arranges access to the premises.
- G: Procure suitable temporary access equipment (such as a cherry picker).

**Either:**

- H1: Inspect the premises in advance of the subconsultants and/or specialists.

**Or:**

- H2: Inspect the premises at the same time as the subconsultants and/or specialists.
- I: Liaise with the Client or the Client's solicitor in respect of any notices that have or should be sent or served on the Tenant.
- J: [Not applicable in Scotland]
- K: Estimate the costs for the works identified in the Schedule of Dilapidations.
- L: Publish the Schedule of Dilapidations to the Client in electronic format.
- M: Provide [ 3 ]\* hard copies of the Schedule of Dilapidations to the Client.
- N: If requested by the Tenant, following confirmation of instructions from the Client, send an electronic version of the Schedule of Dilapidations to the Client's Tenant.

\* Number in brackets is the default unless other number is inserted and initialled by both parties.

## 1.5 Preparation of a Schedule of Dilapidations relating to a Tenant's break option

- A: [Not applicable in Scotland]
- B: Review all available legal documentation (lease, licences, etc.).

- C: Review all available technical information (surveys, drawings, planning applications, etc.).

**Either:**

- D1a: Appoint as a subconsultant the following specialists:  
     Mechanical and electrical engineer  
     Lift engineer  
     Other \_\_\_\_\_
- D2a: Brief each subconsultant in advance of their inspection.
- D3a: Review the subconsultants' draft schedules; make comments as appropriate.
- D4a: Incorporate each subconsultant's schedule into the Schedule of Dilapidations.

**Or:**

- D1b: Liaise with the Client's own specialists, as follows:  
     Mechanical and electrical engineer  
     Lift engineer  
     Other \_\_\_\_\_
- D2b: Brief each specialist in advance of their inspection.
- D3b: Review the specialist's draft Schedule of Dilapidations; make comments as appropriate.
- D4b: Incorporate each specialist's schedule into the Schedule of Dilapidations but note that the Consultant has no responsibility for the content of the specialist's work.
- E: If opening-up works, testing of installations and/or making good of the premises is anticipated, liaise with you regarding any additional access and consent requirements. The Client should take legal advice in respect of any such inspections.
- F: Request that the Landlord arranges access to the premises. The Client should take legal advice in respect of any such inspections.

- G: Procure suitable temporary access equipment (such as a cherry picker).

**Either:**

- H1: Inspect the premises in advance of the subconsultants and/or specialists.

**Or:**

- H2: Inspect the premises at the same time as the subconsultants and/or specialists.
- I: Liaise with the Client or the Client's solicitor in respect of any notices that have or should be sent or served on the Tenant.
- J: [Not applicable in Scotland]
- K: Estimate the costs for the works identified in the Schedule of Dilapidations.
- L: Publish the Schedule of Dilapidations to the Client in electronic format.
- M: Provide [ 3 ]\* hard copies of the Schedule of Dilapidations to the Client.
- N: Following confirmation of instructions from the Client (and the Client should take legal advice in this regard), send an electronic version of the Schedule of Dilapidations to the Client's Tenant (typically on a without prejudice basis).

\* Number in brackets is the default unless other number is inserted and initialled by both parties.

## 1.6 Settlement processes

### 1.6.1 Negotiation

- A: [Not applicable in Scotland]
- B: Make contact with the Tenant and/or their advisers.
- C: Send a copy of the Schedule of Dilapidations to the Tenant or the Tenant's surveyor.
- D: Meet the Tenant or their advisers (typically at the premises) to discuss the scope of the liability.

- E: If produced by the Tenant, receive a copy of the Tenant's Response.

- F: Report to the Client on the nature of the Tenant's Response.

**Either:**

- G1a: Appoint as a subconsultant the following specialists:  
     Mechanical and electrical engineer  
     Lift engineer  
     Other \_\_\_\_\_
- G2a: Brief each subconsultant.
- G3a: Review the subconsultant's draft comments; give feedback as appropriate.
- G4a: Incorporate each subconsultant's comments into the Scott Schedule.

**Or:**

- G1b: Liaise with the Client's own specialists, as follows:  
     Mechanical and electrical engineer  
     Lift engineer  
     Other \_\_\_\_\_
- G2b: Brief each specialist.
- G3b: Review the specialist's comments; give feedback as appropriate.
- G4b: Incorporate each specialist's comments into the Scott Schedule but note that the Consultant has no responsibility for the content of the specialist's work.
- H: Prepare a draft Scott Schedule incorporating the subconsultants' and/or other advisers' comments (Note: the Consultant is not responsible for the advice received from the Client's other advisers).
- I: Discuss the draft Scott Schedule with the Client.
- J: Discuss with the Client whether an offer to settle is appropriate.
- K: Discuss with the Client whether ADR should be suggested at this stage to the Tenant.



- L: Make any agreed changes to the content, liaise with the Client's other advisers in respect of changes to their content and publish the Scott Schedule in electronic format to the Tenant.

**Either:**

- Ma: Continue to negotiate with the Tenant or their surveyor until both sides have come to a proposed settlement figure that can be recommended to both parties.

**Or:**

- Mb: Continue to negotiate with the Tenant or their surveyor until the differences have been narrowed as far as possible.
- N: Report on a monthly basis on the progress of negotiations, whether settlement offers should be made, whether ADR should be considered and/or whether it may be beneficial to contact the Tenant direct.
- O: If a settlement figure is agreed between the parties, liaise with the Consultant or the Consultant's solicitor regarding the heads of the agreement (Note: the Consultant does not draft the agreement).
- P: If the Client or the Tenant issues proceedings, the Appointment to negotiate ends.

### 1.6.2 Alternative Dispute Resolution processes – Consultant supporting the Client's case

- A: [Not applicable in Scotland]

#### 1.6.2.1 Expert Determination/RICS Dilapidations Dispute Resolution Scheme

- A: Liaise with the Client and the Client's other advisers.
- B: Prepare written representations and counter representations as required.

#### 1.6.2.2 Mediation

- A: Liaise with the Client and the Client's other advisers.

- B: Attend the mediation, advising the Client verbally as required throughout the mediation process.

#### 1.6.2.3 Arbitration

- A: Liaise with the Client and the Client's other advisers.
- B: At the direction of the arbitrator, prepare written evidence of fact, as required.
- C: At the direction of the arbitrator, attend any hearing to provide evidence of fact (Note: any appointment as an expert witness would be subject to a separate agreement).

## 2 Consultant acting for the Tenant, where the Tenant is the Client

### 2.1 At lease end, preparing the Scott Schedule/Response

- A: [Not applicable in Scotland]
- B: Review the Landlord's Schedule of Dilapidations.
- C: Review all available legal documentation (lease, licences, etc.).
- D: Review all available technical information (surveys, drawings, planning applications, etc.).

#### Either:

- E1a: Appoint as a subconsultant the following specialists:
  - Mechanical and electrical engineer
  - Lift engineer
  - Other \_\_\_\_\_
- E2a: Brief each subconsultant in advance of their inspection.
- E3a: Review the subconsultant's report; make comments as appropriate.
- E4a: Incorporate each subconsultant's report into the Scott Schedule/Response.

#### Or:

- E1b: Liaise with the Client's own specialists, as follows:
  - Mechanical and electrical engineer
  - Lift engineer
  - Other \_\_\_\_\_
- E2b: Brief each specialist in advance of their inspection.
- E3b: Review the specialist's report; make comments as appropriate.
- E4b: Incorporate each specialist's report into the Scott Schedule/Response but note that

the Consultant has no responsibility for the content of the specialist's work.

- F: Request that the Client/the Landlord arrange access to the premises.
- G: Procure suitable temporary access equipment (such as a cherry picker).

#### Either:

- H1: Inspect the premises in advance of the subconsultants and/or specialists.

#### Or:

- H2: Inspect the premises at the same time as the subconsultants and/or specialists.
- I: Meet the Landlord's surveyor on-site to review the Schedule of Dilapidations.
- J: Liaise with the Client or the Client's solicitor in respect of any notices that have or should be sent or served by the Landlord.
- K: Publish a draft Scott Schedule to the Client.
- L: Consider, by obtaining information from public sources, from the Client and from the Client's other advisers, what is known or anticipated about the Landlord's intentions for the property.
- M: Apply the Landlord's anticipated intentions (if known by this time) to the Scott Schedule/Response.
- N: Estimate the costs for the works identified in the Scott Schedule.
- O: Discuss with the Client or their other advisers how any other limitation on the Landlord's likely loss is best evidenced.
- P: Prepare a draft Scott Schedule/Response, incorporating any advice received by the Client's other advisers (Note: the Consultant is not responsible for advice given by third parties).
- Q: Discuss the draft Scott Schedule/Response with the Client, make any agreed changes to our content, liaise with the Client's other

advisers in respect of changes to their content.

- R: [Not applicable in Scotland]
- S: [Not applicable in Scotland]
- T: Publish the Scott Schedule/Response to the Client in electronic format.
- U: Provide [ 3 ]\* hard copies of the Schedule of Dilapidations to the Client.
- V: Following confirmation of instructions from you, send an electronic version of the Scott Schedule/Response to the Landlord's surveyor.

\* Number in brackets is the default unless other number is inserted and initialled by both parties.

## 2.2 Advising on scope of works required to comply with tenancy obligations

- A: [Not applicable in Scotland]
- B: Review all available legal documentation (lease, licences, etc.).
- C: Review all available technical information (surveys, drawings, planning applications, etc.).

### Either:

- D1a: Appoint as a subconsultant the following specialists:
  - Mechanical and electrical engineer
  - Lift engineer
  - Other \_\_\_\_\_
- D2a: Brief each subconsultant in advance of their inspection.
- D3a: Review the subconsultant's report; make comments as appropriate.
- D4a: Incorporate each subconsultant's report into the schedule of works.

### Or:

- D1b: Liaise with the Client's own specialists, as follows:
  - Mechanical and electrical engineer
  - Lift engineer
  - Other \_\_\_\_\_
- D2b: Brief each specialist in advance of their inspection.
- D3b: Review the specialist's report; make comments as appropriate.
- D4b: Incorporate each specialist's report into the schedule of works but note that the Consultant has no responsibility for the content of the specialist's work.
- E: Request that the Client arranges access to the premises.
- F: Procure suitable temporary access equipment (such as a cherry picker).

### Either:

- G1: Inspect the premises in advance of the subconsultants and/or specialists.

### Or:

- G2: Inspect the premises at the same time as the subconsultants and/or specialists.
- H: Liaise with the Client or the Client's solicitor in respect of any notices that have or should be sent or served by the Landlord.
- I: Provide a draft schedule of works to the Client.
- J: Consider, by obtaining information from public sources, from you and from your other advisers, what is known or anticipated about the Landlord's intentions for the property.
- K: Apply the Landlord's anticipated intentions (if known by this time) to the schedule of works.
- L: Estimate the costs for the works identified in the schedule of works.

- M: Discuss with the Client or their other advisers how any limitation on the Landlord's likely loss is best considered when deciding what, if any, works to procure.
- N: Publish the schedule of works to the Client in electronic format (Note: the schedule of works is not a specification of works and should not be used as such).

### 2.3 Advising on scope of works required to comply with a break option

Note: The Consultant does not give advice or prepare notices and does not give advice regarding any monies that may be required to be paid to the Landlord.

- A: Liaise throughout with the Client, the Client's other advisers and the Client's solicitors.
- B: Review all available legal documentation (lease, licences, etc.).
- C: Review all available technical information (surveys, drawings, planning applications, etc.).

#### Either:

- D1a: Appoint as a subconsultant the following specialists:  
     Mechanical and electrical engineer  
     Lift engineer  
     Other \_\_\_\_\_
- D2a: Brief each subconsultant in advance of their inspection.
- D3a: Review the subconsultant's report; make comments as appropriate.
- D4a: Incorporate each subconsultant's report into the schedule of works.

#### Or:

- D1b: Liaise with the Client's own specialists, as follows:  
     Mechanical and electrical engineer  
     Lift engineer  
     Other \_\_\_\_\_

- D2b: Brief each specialist in advance of their inspection.
- D3b: Review the specialist's report; make comments as appropriate.
- D4b: Incorporate each specialist's report into the schedule of works but note that the Consultant has no responsibility for the content of the specialist's work.
- E: Request that the Client arranges access to the premises.
- F: Procure suitable temporary access equipment (such as a cherry picker).

#### Either:

- G1: Inspect the premises in advance of the subconsultants and/or specialists.

#### Or:

- G2: Inspect the premises at the same time as the subconsultants and/or specialists.
- H: Liaise with the Client or the Client's solicitor in respect of any notices that have or should be sent or served by the Landlord.
- I: Provide a draft schedule of works to the Client.
- J: Estimate the costs of the works identified in the schedule of works.
- K: Publish the schedule of works to the Client in electronic format (Note: the schedule of works is not a specification of works and should not be used as such).
- L: Discuss with the Client the proposed procurement method and timescales for the works, and which works are required to be completed in advance of the proposed break date.
- M: Discuss with the Client the date by which any proposed works must be commenced in order to maximise the likelihood that the work will be completed prior to the break date.

## 2.4 Responding to a Landlord's interim schedule/Repairs Notice during lease term

- A: Review all available legal documentation (lease, licences, etc.).
- B: Review all available technical information (surveys, drawings, planning applications, etc.).

### Either:

- C1a: Appoint as a subconsultant the following specialists:
  - Mechanical and electrical engineer
  - Lift engineer
  - Other \_\_\_\_\_
- C2a: Brief each subconsultant in advance of their inspection.
- C3a: Review the subconsultant's report; make comments as appropriate.
- C4a: Incorporate each subconsultant's report into the Scott Schedule.

### Or:

- C1b: Liaise with the Client's own specialists, as follows:
  - Mechanical and electrical engineer
  - Lift engineer
  - Other \_\_\_\_\_
- C2b: Brief each specialist in advance of their inspection.
- C3b: Review the specialist's report; make comments as appropriate.
- C4b: Incorporate each specialist's report into the Scott Schedule but note that the Consultant has no responsibility for the content of the specialist's work.
- D: Request that the Client arranges access to the premises.
- E: Procure suitable temporary access equipment (such as a cherry picker).

### Either:

- F1: Inspect the premises in advance of the subconsultants and/or specialists.

### Or:

- F2: Inspect the premises at the same time as the subconsultants and/or specialists.
- G: Liaise with the Client or the Client's solicitor in respect of any notices that have or should be sent or served by the Landlord.
- H: Provide a draft Scott Schedule to the Client.
- I: Estimate the costs of the works identified in the Scott Schedule.
- J: Prepare a draft Scott Schedule, incorporating any advice received by the Client's other advisers (Note: that the Consultant is not responsible for advice given by third parties).
- K: Discuss the draft Scott Schedule with the Client, make any agreed changes to the content, liaise with the Client's other advisers in respect of changes to their content.
- L: Publish the Scott Schedule to the Client in electronic format.
- M: Following confirmation of instructions from the Client, send an electronic version of the Scott Schedule to the Landlord's surveyor.

## 2.5 Dilapidations claim against a Landlord

- A: [Not applicable in Scotland]
- B: Review all available legal documentation (lease, licences, etc.).
- C: Review all available technical information (surveys, drawings, planning applications, etc.).

**Either:**

- D1a: Appoint as a subconsultant the following specialists:  
     Mechanical and electrical engineer  
     Lift engineer  
     Other \_\_\_\_\_
- D2a: Brief each subconsultant in advance of their inspection.
- D3a: Review the subconsultant's draft Schedule of Dilapidations; make comments as appropriate.
- D4a: Incorporate each subconsultant's schedule into the Schedule of Dilapidations.

**Or:**

- D1b: Liaise with the Client's own specialists, as follows:  
     Mechanical and electrical engineer  
     Lift engineer  
     Other \_\_\_\_\_
- D2b: Brief each specialist in advance of their inspection.
- D3b: Review the specialist's draft Schedule of Dilapidations; make comments as appropriate.
- D4b: Incorporate each specialist's schedule into the Schedule of Dilapidations but note that the Consultant has no responsibility for the content of the specialist's work.
- E: If opening-up works, testing of installations and/or making good of the property is anticipated, liaise with the Client regarding any additional access and consent requirements.
- F: Request access to the property.
- G: Procure suitable temporary access equipment (such as a cherry picker).

**Either:**

- H1: Inspect the property in advance of the subconsultants and/or specialists.

**Or:**

- H2: Inspect the property at the same time as the subconsultants and/or specialists.
- I: Publish a draft Schedule of Dilapidations to the Client.
- J: Estimate the costs of the works identified in the Schedule of Dilapidations.
- K: Publish the Schedule of Dilapidations to the Client in electronic format.
- L: Provide [ 3 ]\* hard copies of the Schedule of Dilapidations to the Client.
- M: If requested by the Landlord, following confirmation of instructions from the Client, send an electronic version of the Schedule of Dilapidations to the Client's Landlord.

\* Number in brackets is the default unless other number is inserted and initialled by both parties.

## 2.6 Settlement processes

### 2.6.1 Negotiation

- A: [Not applicable in Scotland]
- B: Make contact with the Landlord and/or their advisers.
- C: Meet the Landlord or their advisers (typically at the premises) to discuss the scope of the liability.
- D1a: Appoint as a subconsultant the following specialists:  
     Mechanical and electrical engineer  
     Lift engineer  
     Other \_\_\_\_\_
- D2a: Brief each subconsultant.
- D3a: Review the subconsultant's draft comments; give feedback as appropriate.

**Or:**

- D1b: Liaise with the Client's own specialists, as follows:
  - Mechanical and electrical engineer
  - Lift engineer
  - Other \_\_\_\_\_
- D2b: Brief each specialist.
- D3b: Review the specialist's comments; give feedback as appropriate.
- E: Prepare a draft Scott Schedule incorporating the subconsultants' and/or other advisers' comments (Note: the Consultant is not responsible for the advice received from the Client's other advisers).
- F: Discuss the draft Scott Schedule with the Client.
- G: Discuss with the Client whether an offer to settle is appropriate.
- H: Discuss with the Client whether ADR should be suggested at this stage to the Landlord.

**Either:**

- Ia: Negotiate with the Landlord or their surveyor until both sides have come to a proposed settlement figure that can be recommended to both parties.

**Or:**

- Ib: Negotiate with the Landlord or their surveyor until the differences have been narrowed as far as possible.
- J: Report to the Client on a monthly basis the progress of negotiations, whether settlement offers should be made, whether ADR should be considered and/or whether it may be beneficial for the Client to contact the Landlord direct.
- K: If a settlement figure is agreed between the parties, liaise with the Client or the Client's legal advisers regarding the heads of the settlement agreement (Note: the Consultant does not draft the settlement agreement).

Note: Where the Client or the Landlord issues proceedings then this Appointment to negotiate ends.

### 2.6.2 Alternative Dispute Resolution processes – Consultant supporting the Client's case

- A: [Not applicable in Scotland]

#### 2.6.2.1 Expert Determination/RICS Dilapidations Dispute Resolution Scheme

- A: Liaise with the Client and the Client's other advisers.
- B: Prepare written representations and counter representations as required.

#### 2.6.2.2 Mediation

- A: Liaise with the Client and the Client's other advisers.
- B: Attend the mediation, advising the Client as required throughout the mediation process.

#### 2.6.2.3 Arbitration

- A: Liaise with the Client and the Client's other advisers.
- B: Prepare written evidence of fact, as required.
- C: Attend any hearing to provide evidence of fact.

Note: Any appointment as an expert witness would be subject to a separate agreement.

## 3 Bespoke Additional Services

- 3.1 Enter or attach bespoke Additional Services agreed with the Client.

# Appendix A: Schedule of meetings to be attended by the Consultant

## 1 Client meetings

Attendance: Partner  Director  Associate  Project surveyor   
 Other  (please specify) \_\_\_\_\_

Frequency: Daily  Weekly  Monthly  Quarterly   
 No attendance required  Other

Please specify requirements: \_\_\_\_\_

## 2 Design team meetings

Attendance: Partner  Director  Associate  Project surveyor   
 Other  (please specify) \_\_\_\_\_

Frequency: Daily  Weekly  Monthly  Quarterly   
 No attendance required  Other

Please specify requirements: \_\_\_\_\_

## 3 Project team meetings

Attendance: Partner  Director  Associate  Project surveyor   
 Other  (please specify) \_\_\_\_\_

Frequency: Daily  Weekly  Monthly  Quarterly   
 No attendance required  Other

Please specify requirements: \_\_\_\_\_



#### 4 Site meetings

Attendance: Partner  Director  Associate  Project surveyor   
 Other  (please specify) \_\_\_\_\_

Frequency: Daily  Weekly  Monthly  Quarterly   
 No attendance required  Other

Please specify requirements: \_\_\_\_\_

#### 5 (Other) meetings

Attendance: Partner  Director  Associate  Project surveyor   
 Other  (please specify) \_\_\_\_\_

Frequency: Daily  Weekly  Monthly  Quarterly   
 No attendance required  Other

Please specify requirements: \_\_\_\_\_

## Appendix B: Glossary of terms

<b>Client Group Company</b>	Any subsidiary of the Client or any holding company of the Client or any other subsidiaries of any such holding company (other than the Client) within the meaning of section 1159 of the <i>Companies Act 2006</i> .
<b>Dilapidations</b>	Breaches of lease covenants that relate to the condition of a property during the term of the tenancy or when the lease ends.
<b>Landlord</b>	A person or organisation that owns a property or an area of land and leases that property or area of land to another in exchange for rent or another benefit.
<b>Repairs notice</b>	A record of items of disrepair that have occurred during a tenancy provided to a Tenant or a Landlord.
<b>Response</b>	The reply from the Tenant (or their surveyor) to the Schedule of Dilapidations. This is usually a letter/email and a Scott Schedule.
<b>Schedule of Dilapidations</b>	The document prepared by the Landlord (or their surveyor) listing outstanding reinstatement, repair, legal compliance and decoration items to the property, suggesting remedial works and, in some cases, estimating the cost of the remedial works.
<b>Scott Schedule</b>	A document to be prepared to the Court listing the outstanding issues of a case. In respect of Dilapidations, a Scott Schedule is an extended version of the Schedule of Dilapidations that enables the Tenant (or their surveyor) to respond to the content of the Schedule of Dilapidations.
<b>Tenant</b>	A person first having or requiring from the Client or a Client Group Company a leasehold interest in the Project or any part of it.

## Delivering confidence

We are RICS. Everything we do is designed to effect positive change in the built and natural environments. Through our respected global standards, leading professional progression and our trusted data and insight, we promote and enforce the highest professional standards in the development and management of land, real estate, construction and infrastructure. Our work with others provides a foundation for confident markets, pioneers better places to live and work and is a force for positive social impact.

Americas, Europe, Middle East & Africa  
**[aemea@rics.org](mailto:aemea@rics.org)**

Asia Pacific  
**[apac@rics.org](mailto:apac@rics.org)**

United Kingdom & Ireland  
**[contactrics@rics.org](mailto:contactrics@rics.org)**



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