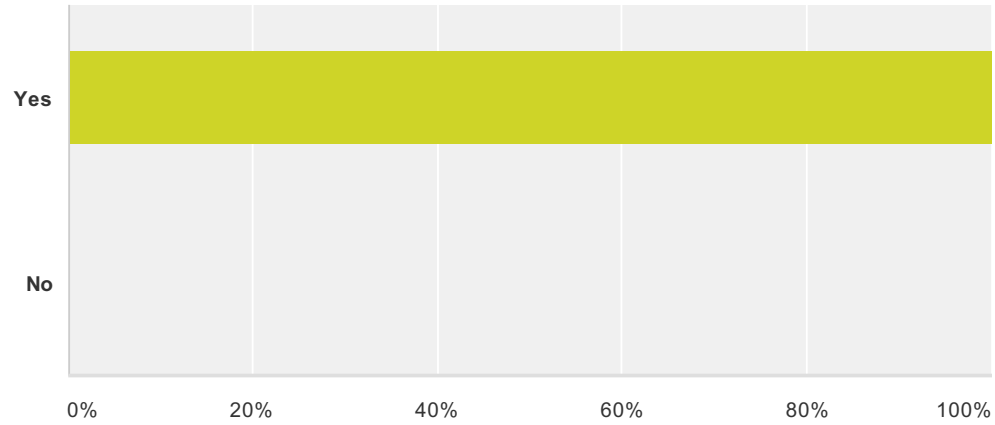


**Q1 Are you aware that the RICS Rules of Conduct for Members and Firms expressly directs them to avoid conflicts of interest irrespective of the service being provided?**

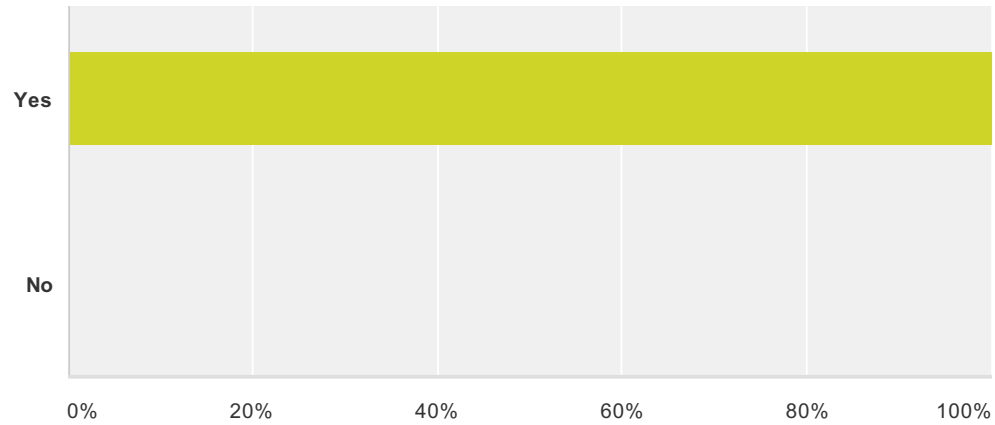
Answered: 1 Skipped: 0



Answer Choices	Responses	
Yes	100%	1
No	0%	0
Total		1

**Q2 Do you consider that the 'man on the Clapham Omnibus' would expect RICS regulated Members and Firms to comply with their institution's rules of conduct when providing services?**

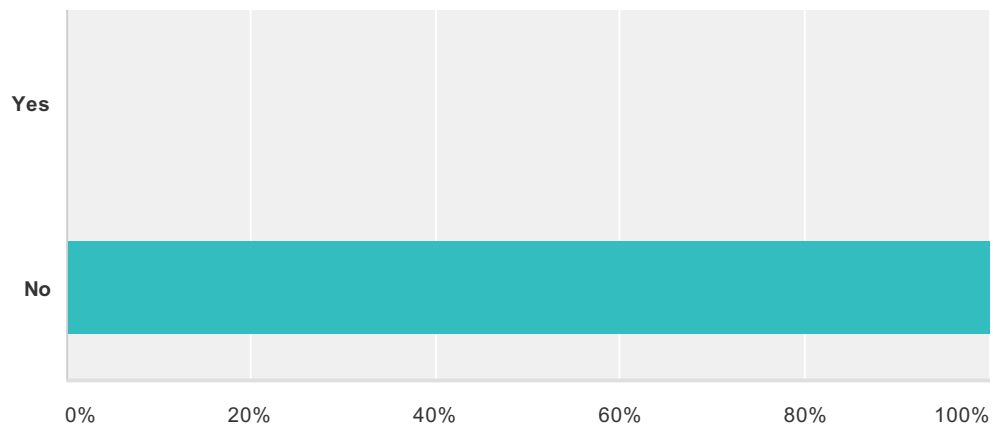
Answered: 1 Skipped: 0



Answer Choices	Responses	
Yes	100%	1
No	0%	0
Total		1

**Q3 Are you aware that in a number of high profile EWHC dilapidations cases decided in the last five years concerning substantially overstated claims, the claimant's chartered surveyor expert/assessor of the damages recoverable at law first formulated their client's claim for damages whilst acting on a contingency fee basis with a direct financial interest in the quantum of the claim they were suppose to be objectively assessing?**

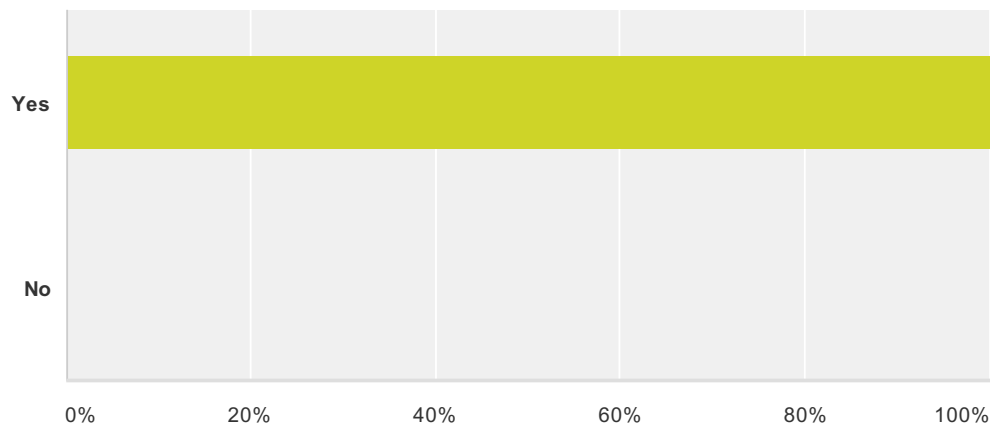
Answered: 1 Skipped: 0



Answer Choices	Responses	
Yes	0%	0
No	100%	1
Total		1

**Q4 Would you agree that a surveyor expert/assessor acting to formulate the damages recoverable at law in a dilapidation case under a contingency fee arrangement is materially different to the role and services to say the accountants Grant Thornton in R (Factortame Ltd) v Secretary of State for Transport, Local Government and the Regions (No 8) [2002] EWCA Civ 932, [2003] QB 381 were at no point where Grant Thornton the Witnesses of Fact or the Experts in the case?**

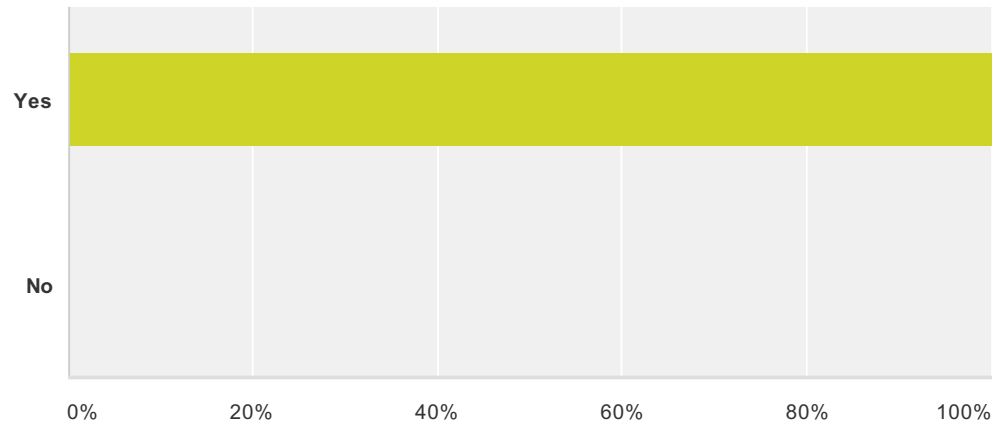
Answered: 1 Skipped: 0



Answer Choices	Responses	
Yes	100%	1
No	0%	0
<b>Total</b>		<b>1</b>

**Q5 Do you think that a surveyor expert/claims assessor acting at the pre action stages with a contingency fee interest in the quantum of the claim is at risk consciously or otherwise of inflating or understating the damages recoverable, suppressing the evidence and/or 'sullyng the purity of justice'?**

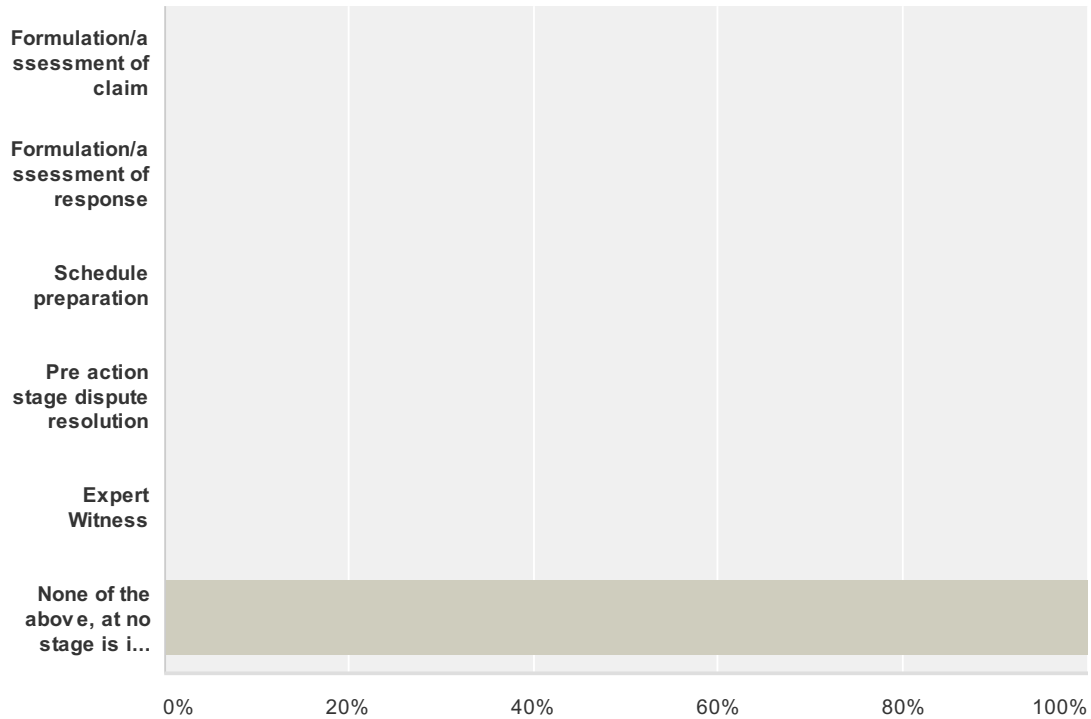
Answered: 1 Skipped: 0



Answer Choices	Responses	
Yes	100%	1
No	0%	0
Total		1

**Q6 Do you think that it is ethically or professionally appropriate for surveyors to act on a contingency fee basis in a dilapidation matter at any of the following stages?**

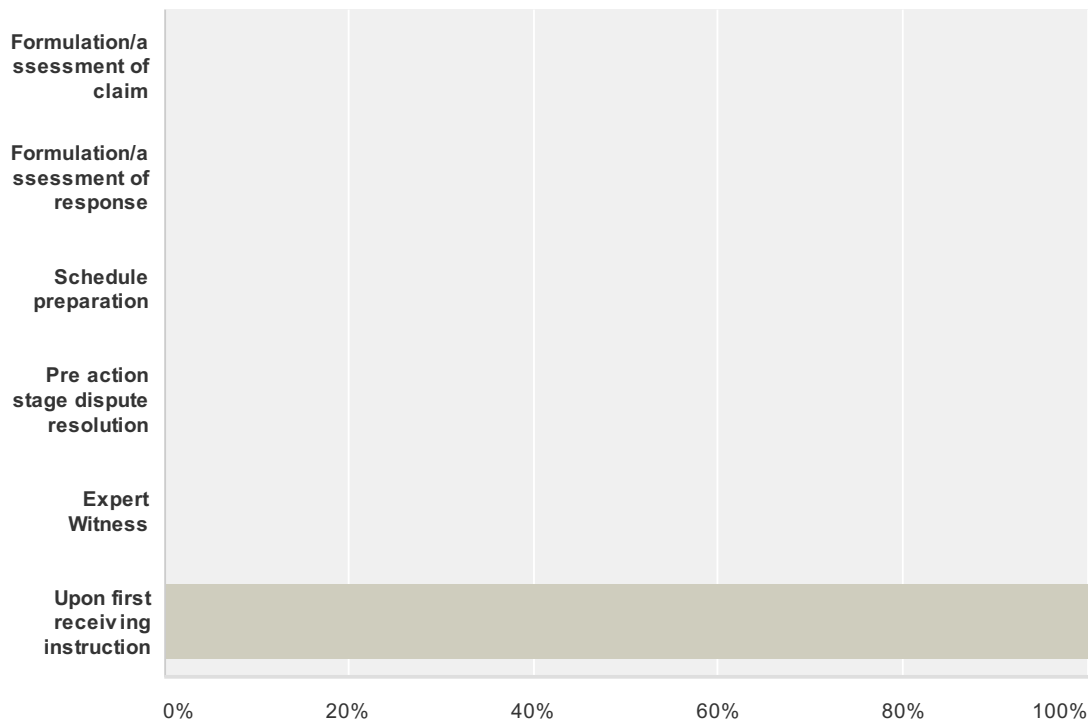
Answered: 1 Skipped: 0



Answer Choices	Responses	
Formulation/assessment of claim	0%	0
Formulation/assessment of response	0%	0
Schedule preparation	0%	0
Pre action stage dispute resolution	0%	0
Expert Witness	0%	0
None of the above, at no stage is it appropriate.	100%	1
<b>Total Respondents: 1</b>		

## Q7 When should a surveyor expert/assessor disclose the basis of their fee retainer?

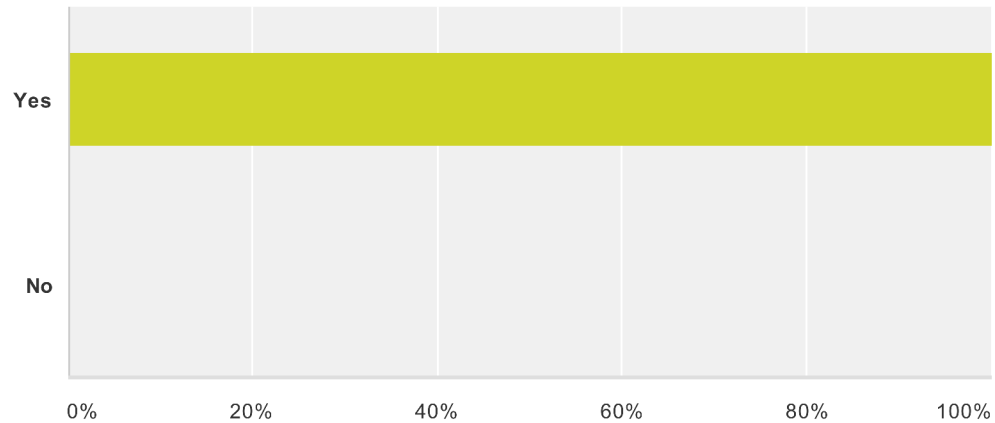
Answered: 1 Skipped: 0



Answer Choices	Responses	
Formulation/assessment of claim	0%	0
Formulation/assessment of response	0%	0
Schedule preparation	0%	0
Pre action stage dispute resolution	0%	0
Expert Witness	0%	0
Upon first receiving instruction	100%	1
<b>Total Respondents: 1</b>		

**Q8 Given the judiciary's desire to encourage out of court settlement would it be beneficial to achieving this objective if surveyors offering dilapidation claims assessment services under contingency fees with an interest in the quantum of the claim were prevented from acting under contingency fees?**

Answered: 1 Skipped: 0

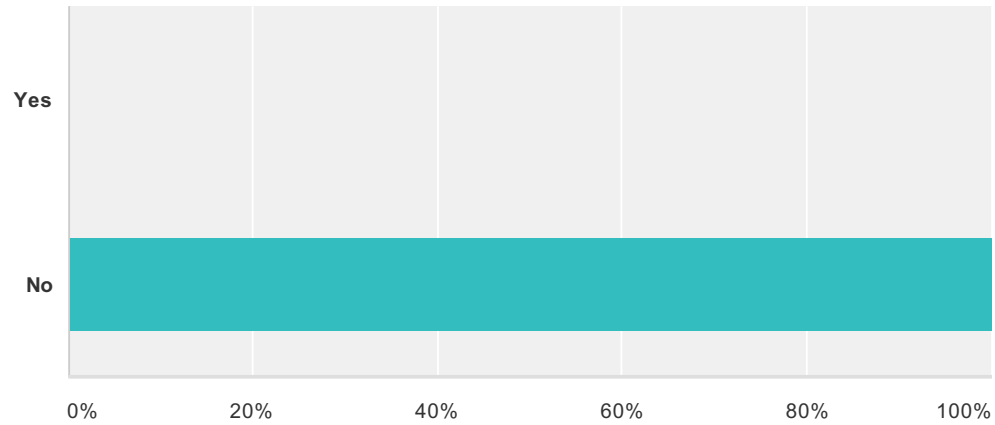


Answer Choices	Responses	
Yes	100%	1
No	0%	0
Total		1



**Q9 Do you agree with the argument that  
surveyors contingency fee arrangements  
facilitate an access to justice that  
outweighs the risk of sullyng justice by  
such fee terms?**

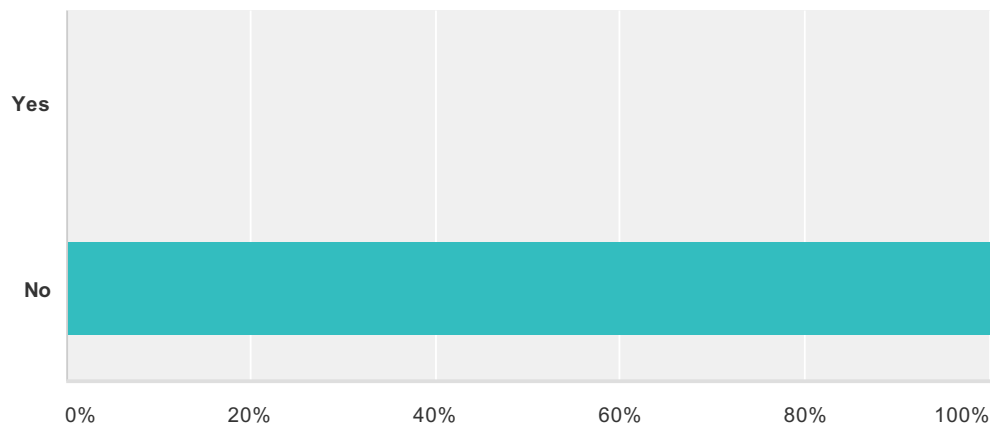
Answered: 1 Skipped: 0



Answer Choices	Responses	
Yes	0%	0
No	100%	1
Total		1

**Q10 Given the Jackson Report, if a case came before you where it became apparent that one of the parties expert surveyors opinion was formulated under a contingency fee arrangement and the case subsequently collapsed due or due in part to that experts opinion would you be minded to award any of the significant litigation costs directly against the surveying Member/and or Firm as a consequence of Maintenance?**

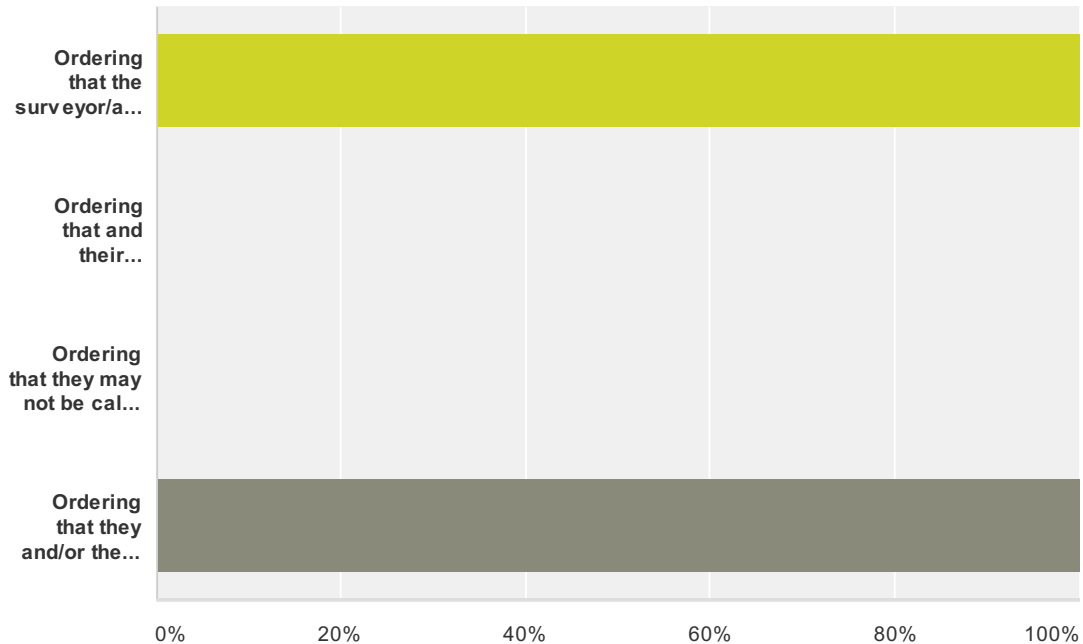
Answered: 1 Skipped: 0



Answer Choices	Responses	
Yes	0%	0
No	100%	1
<b>Total</b>		<b>1</b>

**Q11 If it became apparent during litigation that a surveyor expert/assessor has acted on a contingency fee basis and had, as a consequence, deliberately overstated/understated the claim would you consider exercising any of the following judicial discretions at a interlocutory hearing?**

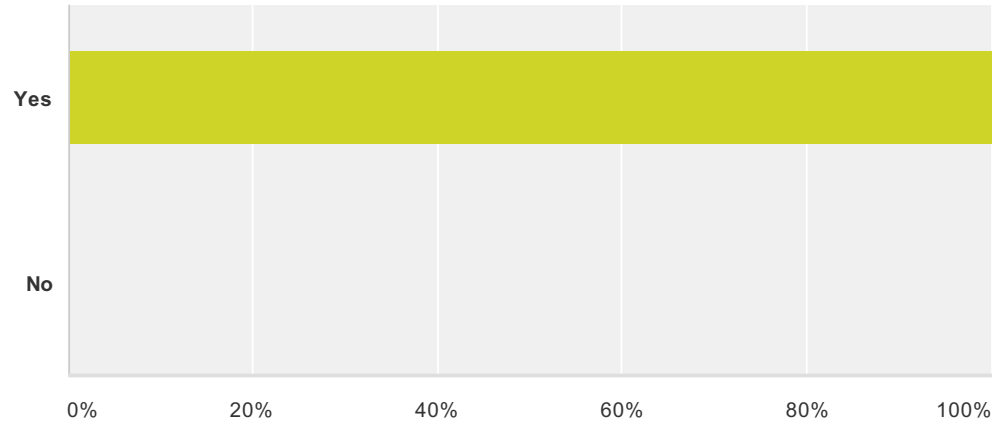
Answered: 1 Skipped: 0



Answer Choices	Responses	
Ordering that the surveyor/assessor may not/ may no longer act as an expert witness in the litigation	100%	1
Ordering that and their evidence may not be relied upon at trial	0%	0
Ordering that they may not be called to give oral evidence at trial	0%	0
Ordering that they and/or their firm should be joined to the proceedings in relation to the matter of costs	100%	1
Total Respondents: 1		

**Q12 Would you consider it fraudulent for a surveyor expert/assessor to deliberately overstate or understate a claim of damages recoverable at law in order to misrepresent that claim in the hope it settles at a figure which is financially advantageous to them under the terms of a contingency fee arrangement?**

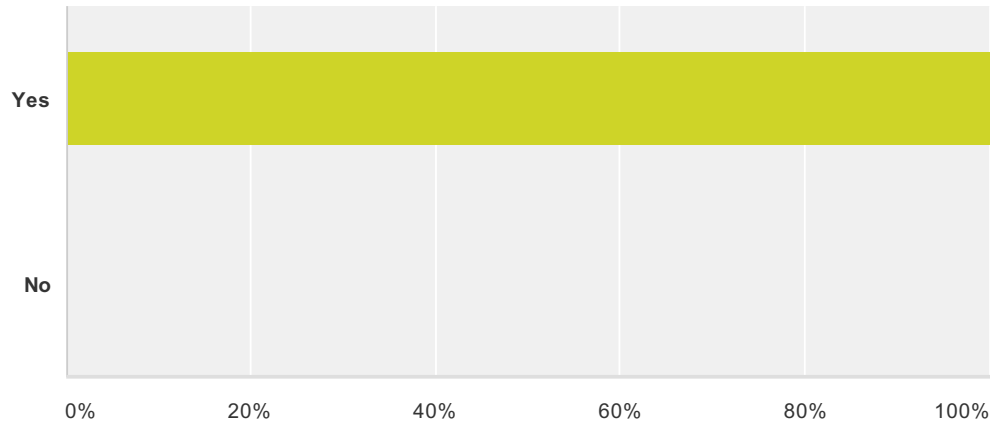
Answered: 1 Skipped: 0



Answer Choices	Responses	
Yes	100%	1
No	0%	0
<b>Total</b>		<b>1</b>

**Q13 Should the RICS uphold its own regulations and insist its regulated Members and Firms do not offer dilapidations services under contingency fees arrangements at any stage?**

Answered: 1 Skipped: 0



Answer Choices	Responses	
Yes	100%	1
No	0%	0
Total		1