

ESTIMATE AND COST YOUR OBLIGATION TO YOUR CLIENT

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In the Code of Ethics it states that;

- 33 - (1) Members shall abide by the Code of Ethics of the Association.
- (2) The Code of Ethics of the Association requires that every member shall,
- (a) conduct his or her professional and private affairs in such a manner as to maintain public trust and confidence in the profession;
 - (b) ensure that clients are aware of the complexity of the type of surveys recommended and the nature of fees for service;

During 1975 the Association developed a Business Practice Manual and under the tab "Client Contact", the first insert is a form for "REQUEST FOR SURVEY". This client agreement form was also printed on page 24 of The Ontario Land Surveyor, Summer 1975 issue.

There is a note on this form which reads "The necessity for a Client Agreement Form has arisen in many offices of private practitioners. The Council of Management has requested that the "Request for Survey" be printed as an example of a typical agreement between client and surveyor. Council urges and encourages those members in private practice who have not as yet adopted such a form, to incorporate such a form in their business practice. This could alleviate to a great extent the complaints received from the public regarding fees charged by surveyors. Note the provision for signed concurrence of the client."

The necessity for a formal contract is even more evident today. Due to many factors involved in our ever changing business environment, it sometimes may not be

practical or feasible to prepare such a form in advance of the survey, however, the type of survey product, the estimate of the cost or the firm price, or the range estimate and the date that the product will be delivered should be given to the client in some form or other prior to starting the work.

If for any reason during the survey process it is necessary to make changes to the product, revise the estimate or the firm price, or the range estimate or to revise the delivery date, the client must immediately be made aware of these new conditions and given the opportunity to approve or to cancel the remainder of the work. It should be noted that the client is always responsible to pay for the work completed by the surveyor as stated in the "contract".

Should a surveyor fail to notify his client of a revised estimate, the courts have ruled that he cannot charge more than fifteen to twenty percent over the estimate. Failure of a surveyor to notify his client of a revised range estimate, limits the surveyor to charge up to the upper limit of the estimate. Estimates, range estimates or firm quotes must include disbursements unless specifically mentioned in the contract.

When a surveyor has been requested to perform a survey by an intermediary, (eg. a lawyer acting on behalf of his client) the surveyor should ensure that the "Request for Survey" form is completed by the intermediary (the lawyer) and a copy sent to his client.

If the surveyor has not stipulated in the "Request for Survey" that a plan will not be registered, deposited or forwarded until the account is paid, he cannot withhold registration, deposit or forwarding of the plan because of the fear he might not be remunerated for the survey.

