

FEE ARRANGEMENT

(version 4 – August 2026)

between

EAST WEST RAILWAY COMPANY LIMITED (EWR Co)

and

(the Affected Party)

And

(the Agent)

Affected Party:

Property:

Affected Party's Agent:

Date (add when signed):

The Parties are entering into this Fee Arrangement to establish the scope of services, fee rates, and payment terms for reasonable and properly incurred professional surveyor fees reimbursable by EWR Co. under their discretionary policy as set out in their [Guide to Reimbursement of Agent Fees](#) or any subsequent update.

To benefit from the discretionary policy, Agents who are members of the Royal Institution of Chartered Surveyors must confirm their compliance with [RICS Professional Standard](#) relating to providing advice in respect of compulsory purchase and statutory compensation. We expect all surveyors and other professionals advising people affected by the project to be familiar with this professional standard and comply with its requirements, in the same way.

In all circumstances and in accordance with the Professional Standard, agents must confirm that ultimate liability for fees is borne by the landowner: *'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.'*

Scope of Services

The scope of this Fee Arrangement is limited to the reasonably and properly incurred Agent's fees for providing the following professional services to the Affected Party:

- Attending meetings with clients and/or EWR Co to understand impacts of the scheme and engaging with EWR on scheme design and how impacts might be mitigated
- Considering and agreeing terms to dispose of land interest by agreement
- Providing compulsory purchase and compensation advice in connection with the proposed acquisition and/or occupation of land

For the avoidance of doubt, EWR Co will not contribute towards any professional Agent fees incurred in connection with objecting to its proposals, making representations or responding to consultations. The Affected Party is to meet its own costs for taking part in any planning or consenting process in accordance with Government guidance on the "Award of costs: examinations of applications for development consent orders" or any successor guidance.

Schedule of Fee Rates and Initial Cap

EWR Co will reimburse the Affected Party's reasonable and properly incurred professional fees (for their Agent) in accordance with the hourly rates agreed below (which may be subject to review) and capped at £ (Agreed Cap).

Grade	Hourly Rate
Director	
Associate Director	

Senior Surveyor	
Surveyor	
Graduate Surveyor	
Business Support	

The Affected Party or Service Provider must notify EWR Co in writing if fees have reached 80% of the Agreed Cap. Any increase to the Agreed Cap must be approved in advance and in writing by EWR Co.

Expenses and travel costs

In addition to hourly rates in relation to Agents fees, we may pay reasonable travel and other expenses if supported by receipts or tickets.

- Mileage will be reimbursed at HMRC's standard rates (currently 55p per mile for the first 10,000 miles in a tax year and 25p per mile thereafter)
- Public transport costs are only reimbursed at the cheapest standard fare

General office expenses (such as stationery, postage, telephone calls, and photocopying) are expected to be included in the hourly rate.

Reimbursement Terms

The contractual arrangement for the provision of professional advice is between the Agent and the Affected Party, and this relationship is not affected by this Fee Arrangement.

For the avoidance of doubt, any reimbursement of professional fees is in accordance with the discretionary fees policy set out in EWR Co's Guide to the Reimbursement of Agent Fees.

The Affected Party and/or Agent shall provide the information set out in Step 4 and Step 5 of EWR Co's Guide to the Reimbursement of Agent Fees.

EW R Co also require the following information on receipt of a final invoice:

(Delete if N/A)

Invoices should be made out to the Affected Party and marked as payable by EWR Co. The Invoice should be emailed to the Case Manager appointed by EWR Co copied to land@eastwestrail.co.uk

Invoices shall only be payable by EWR Co at appropriate intervals as matters progress.

The Agent and the Affected Party shall agree the applicable VAT treatment in respect of the fees with EWR Co prior to the submission of any invoice. VAT shall only be included on an invoice where the VAT treatment has been agreed in advance with EWR Co, and any invoice that includes VAT shall clearly state the agreed VAT position and the basis on which VAT is charged.

Signed to acknowledge the provisions of this Fee Arrangement

Affected Party/Parties:

Signed: _____

Name: _____

Date: _____

Agent:

Signed: _____

Name: _____

Date: _____

EWR Co:

Signed: _____

Name: _____

Date: _____