

# SECURITY FOR EXPENSES.

A simple, FCA regulated service for holding funds  
as stakeholder in *escrow* under:

- Section 12 of the Party Wall etc. Act 1996
- Licences for access, scaffolding, and alterations
- Building Contracts
- Bonds (Highways etc.)
- Court Orders
- Rent deposits

Interest on all client funds is paid to UNICEF



# SECURITY FOR EXPENSES.

Security for Expenses Ltd provides a simple, fully regulated service for holding security under the Party Wall etc. Act 1996, under licences for access or alterations, for interim payments under the various forms of building contract, performance bonds, court orders and rent deposits.

## Security and Regulation

The company is regulated by the **Financial Conduct Authority** as a Small Payment Institution (No. [764090](#)) and supervised by **HM Revenue and Customs** as a Money Service Business (No. [12901103](#)). Money is deposited directly by the person giving security (PGS) into our segregated client account at Barclays Bank plc. which means that it is safeguarded under the **Payment Services Regulations 2017**.

Our Security Policy has been accepted by the FCA and is available on request. Our Operational Security and Risk Assessment is under continual review and audited as required by the FCA.

## Brief History

Security for Expenses Ltd was established in 2016 by Mikael Rust, a Chartered Building Engineer and founding fellow of the Party Wall Academy, with 40 years' experience in party wall matters. It was born out of frustration at the absence of any simple, regulated and readily accessible means of arranging security for expenses under the Party Wall etc. Act following the [warning](#) issued in December 2014 by the Solicitors Regulatory Authority against holding security in solicitors' client accounts. Our Service has been developed in wide consultation with eminent party wall surveyors and specialist solicitors and barristers.

The Service has been very well received by Owners, surveyors and the legal profession. In response to requests from our Customers we have extended our stakeholder service to cover security held under licences for access, scaffolding and alterations, payments under various forms of Building Contract, highways and similar performance bonds, court orders and rent deposits.

## Registration and Application

Party Wall Surveyors, architects, engineers and Contract Administrators are invited to register directly on the company website [www.securityforexpenses.co.uk](http://www.securityforexpenses.co.uk). This will make life easier when making subsequent applications and help to avoid errors when applications are made by others.

Applications for opening an account are made directly on our website and can be completed by any of the parties or their representatives.

## Standard Terms of Business

In simple terms, once the person giving security (PGS) has deposited funds into our client account we will only release them as and when directed in accordance with the applicable Release Mechanism. Of course the detail is more complicated but by sending money to us to hold as security for expenses the PGS enters into a contract under our Standard Terms of Business.

## Contact

Security for Expenses Ltd  
33, Mount Ephraim  
Tunbridge Wells  
TN4 8AA

Tel: 01892-884142

Email: [sfe@securityforexpenses.co.uk](mailto:sfe@securityforexpenses.co.uk)

Companies House Registration No 10113125



## What is Security for Expenses?

We use the term Security for Expenses in specific circumstances that fall into several categories of Transaction:

1. Under the Party Wall etc. Act 1996 (“the Act” or “the PWA”)
2. Under a Licence
3. Under a Building Contract
4. For the provision of a bond
5. As required by an order of the court
6. For holding a rent deposit

## Security under the Party Wall etc. Act 1996

When used in the context of Section 12 of the Party Wall etc. Act 1996, it applies only when a building owner wants to carry out work that must be notified to an adjoining owner under the Act.

Before any such work is started the adjoining owner may require the building owner to give security for any expenses that the adjoining owner might incur as a result of the works. In exceptional circumstances, the building owner may require the adjoining owner to give security for the cost of additional work included at the request of the adjoining owner or if the adjoining owner is responsible for part of the cost of works to a party structure.

A request for security for expenses must be made in writing before work starts.

Every case is different and there are many possible alternatives but in most cases the matter will proceed as follows:

1. The adjoining owner gives written notice under Section 12 of the Act requiring Security for Expenses,
2. The owners or the surveyors appointed under the Act agree the amount to be provided as security and in what form,
3. Before the work starts the person giving security for expenses (the “PGS”) deposits the agreed sum with us,
4. When the work is complete the parties or the surveyors direct us to release the money back to the PGS or to pay some or all of it to the other party and the balance to the PGS,
5. The money is released as directed and the account is closed.

The Act sets out a detailed procedure for the appointment of surveyors to resolve actual or technical disputes between the parties and any dispute over the release of money held as security will be resolved by the surveyors as a statutory tribunal.

Our role is simply to hold the security in “*escrow*” and to release it as directed by the parties or by the surveyors exercising their statutory authority under the Act.

## What form does Security for Expenses take?

Exactly how security is to be provided can be agreed by the parties or, more commonly, the surveyors. The most secure form is for an appropriate sum of money to be agreed and then deposited by the building owner or adjoining owner as appropriate in a secure “*escrow*” account until the work has been completed. Traditionally this has been held in the client account of one of the parties’ solicitor against a “solicitors undertaking” that the money will only be released as agreed by the parties or directed by the surveyors.

## Why can’t my solicitor hold the money?

In December 2014 the [Solicitors Regulatory Authority \(SRA\) issued a warning](#) that effectively barred solicitors from holding money in client accounts unless they were also providing legal advice in an underlying matter. If your solicitor is advising you in this way, then they can hold security for expenses in the traditional manner. It is unusual, however, for solicitors to be involved in party wall matters unless things have gone badly wrong or the project is particularly complicated.

## Can the Surveyors hold the money?

If one of the appointed surveyors is an employee of a firm regulated by the Royal Institution of Chartered Surveyors (RICS) which has a client account under the RICS regulatory scheme, then that surveyor can hold security in that client account. New guidance from RICS came into effect on 1 January 2020 and can be downloaded [here](#). A Chartered

Surveyor who is not one of the surveyors appointed under the Act is not authorised by RICS to hold security in a client account. In any other circumstance the surveyor must be regulated by FCA and supervised by HMRC for the provision of a Money Payment Service.

## Can Security for Expenses be provided by an insurance policy?

Contractor's insurances, householder's third-party liability and "Renovation Insurance" policies do provide some security but most insurance policies of this kind offer protection against negligence and problems can arise if the contractor has not been negligent. Special "non-negligent" insurance policies have been known to refuse to pay out because the damage was foreseeable. In practice insurance claims usually take time and do not always cover all the costs of the claimant. For these reasons surveyors are increasingly reluctant to accept insurance policies as providing an acceptable form of security.

Specific "security for expenses" insurance is available for security under the Party Wall etc. Act. This is controversial among surveyors as it undermines the surveyors' statutory authority to deal with any dispute that arises. As with any insurance policy a loss adjuster will be appointed to investigate any claim and the policy seeks to give insurers the right to refer to the Third Surveyor.

## For what kind of expenses can security be demanded?

The Act is not very helpful here and there are differences of opinion among party wall surveyors as to what kinds of expense it is intended to cover. There have been few cases brought to court on the point but lawyers practicing in this field seem agreed that security can be required for any expenses that an adjoining owner may incur as a result of the building owner's work. The most common are:

- Expenses in making the adjoining owner's premises safe and secure should the building owner abandon the works,
- Expenses in repairing damage caused by the building owner's works,
- The expense of the adjoining owner's surveyor's additional fees in the event of damage being caused or other contingencies.

The basic principle is that there should be sufficient funds available to cover any costs that might arise if the building owner was to abandon the works part way through or fail to meet its obligations under the Act, whether this is to compensate for damage caused, unnecessary inconvenience, actual losses or to meet the costs of making an award under the Act.

It will usually be the appointed surveyors who specify the risks against which security is held.

## Who decides how much money must be deposited as Security for Expenses?

The parties can agree between themselves the sum to be given as security but this is uncommon. Usually the surveyors will decide the sum to be deposited and will include this in their award with details of when and how the money is to be returned to the owner giving the security. If either party is unhappy with the amount determined by the surveyors, they can refer the matter to the Third Surveyor but only before the surveyors make their award. Once the award has been served, the parties can only appeal the award in the County Court.

## Security under Licences for Access or Alterations

It is increasingly common for security to be required by someone who grants a licence to another party for access over their land to carry out building works or erect scaffolding or by a landlord to a tenant wanting to carry out alterations to a building.

We hold security under licences in the same way as we do under the Party Wall Act. The only distinction is that licences do not have statutory authority but are made under common law.

## Security under Building Contracts

Contractors undertaking building works want to know that they will be paid but Employers are understandably reluctant to make payments in advance or on account. We can hold funds and release them to the contractor against a Certificate for Payment issued by the Contract Administrator (CA) under one of the standard forms of Building Contract.

In such cases our contract is with the Employer who agrees that we will honour without question certificates issued under the contract out of funds deposited with us.

## Security for Performance Bonds

Developers and contractors are sometimes required to give performance bonds, for example where a road system is to be adopted by the local highways authority. In such cases the Release Mechanism will be carefully defined in the Bond document itself and reproduced as a variation to our standard Terms & Conditions in our Transaction Schedule.

## Security for payments under a Court Order

Litigation is often settled “out of court” or before coming to trial and the terms set out in a Consent Order issued by the Court. This may require a sum to be held in *escrow* setting out in some detail the Release Mechanism under which the sum is to be paid out. This will be reproduced as a variation to our standard Terms & Conditions in our Transaction Schedule.

## Security for Rent Deposits

It is common for a tenant entering into a new lease to be required to pay a rent deposit. This can be a substantial sum to be held for a considerable period. As solicitors are increasingly reluctant to hold such funds in client accounts, it is often held by the landlord which is not always satisfactory to the lessee. We are able to hold such deposits and will vary our Terms & Conditions to reflect the Release Mechanism agreed by the parties.

## Why can't I send money from a non-UK bank account?

Under HMRC's supervision of Money Service Businesses under the Money Laundering Regulations and the FCA's rules governing Small Payment Institutions we can only accept money transfers from recognised UK bank accounts. If in doubt this can be easily checked by referring to your account's IBAN number which usually appears on your bank statement. If the IBAN number starts with GB it is a UK bank account.

## Are clients' funds covered by the Financial Services Compensation Scheme (FSCS)?

The FSCS does not cover Payment Service Directive Agents (PSD Agents). Instead, where the PSD Agent has segregated consumers' funds in a safeguarding account, which we do, those funds would be separated from the PSD Agent's other assets in the event of insolvency and used to repay the PGS and any Third Party as directed in the Release Mechanism.

## How do I get my money back?

When the time comes for the Security Sum to be released back to the PGS, we will issue a release form for online signature via [Signable](#), a UK based, secure, document signing service. You will need to confirm whether the release form is to be signed by the Parties or the Surveyors so we can issue the correct form. We will then make a trial transfer of £10.00 to the originating UK bank account. When the PGS confirms receipt, the balance will be transferred, normally on the next working day.

## How quickly will Security be released?

If we are directed to release the Security Sum in full, we will make a trial transfer of £10.00 to the originating UK bank account. When the PGS confirms receipt, the balance will normally be transferred on the next working day.

If any money is to be transferred to a third party or a different bank account, customer due diligence (CDD) will need to be satisfied before funds will be released. It may be simpler for the party giving security to satisfy all claims beforehand, so the surveyors can direct that security is returned in full without delay to the originating account without any further checks being necessary.

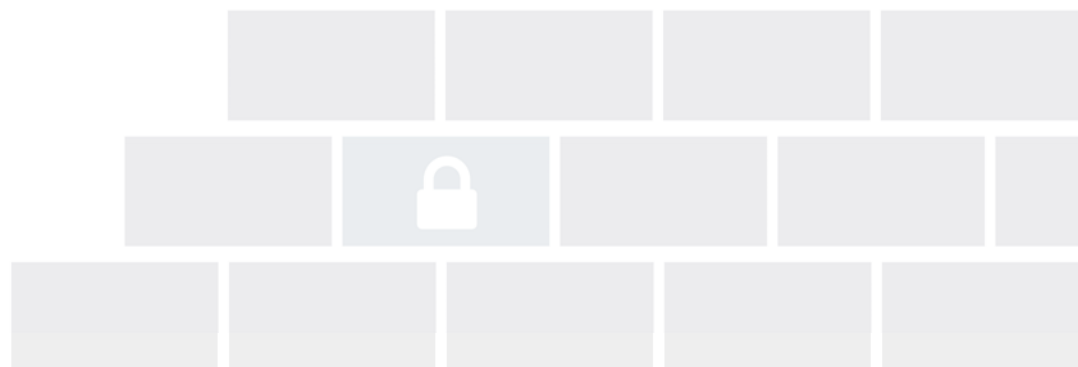
## Who gets the interest on funds held?

We hold funds in various amounts from a few hundred pounds to several hundred thousand for different clients and for different periods. Interest earned on the total held is paid to **UNICEF**.

It is a contractual term of the Company's service that any interest earned in the account is paid to a charity determined by the directors and shareholders. No interest is paid or credited to any client of the Company.

Because we hold clients' money in our client account as stakeholder, funds are not held for investment and are not, therefore, "Custodial Accounts" as defined in sub-paragraph 1(u) of Article 1 of the **FATCA** Agreement 2012.

30 December 2020



In using the **Service**, **Customers** agree to the following Terms:

### 1. General

- 1.1. The **Company** is not responsible for confirming the lawfulness of any appointments and selections of **Surveyors** or other consultants involved in the transaction process. In using the **Service**, **Customers** confirm their acceptance that all such appointments are valid and if made under the **Act** cannot be rescinded.
- 1.2. A **Security Agreement** will usually include conditions that must be met before the **Security Sum** can be released. Any such conditions are outside the control of the **Company** and are a matter between the **Customers**.
- 1.3. Where the **PGS** is a “consumer” meaning any individual acting for purposes which are outside any business he may carry on, the **Service** comes under The Financial Services (Distance Marketing) Regulations 2004. In such cases the right to cancel under Regulation 9 will apply and **Security for Expenses** will only be effective 14 days after the **Security Sum** and fees have been received, accepted and fully processed by the **Company**.
- 1.4. All **Security Agreements** must be in English.
- 1.5. The **Security Sum** will be held in one of the **Company’s** segregated Client Accounts and will not be mixed with the **Company’s** own money.
- 1.6. If Government authorities or similar bodies request that the **Security Sum** is withheld pending Money Laundering or Anti-Terrorism checks or make other requests of a comparable nature or if the **Company** suspects that these activities may be taking place the **Company** may delay payment until such checks are completed and the **Company** bears no liability for such delays.
- 1.7. The **Company** will communicate with **Customers** by displaying information on its website and by email. The **Company** is not obliged to communicate using any other method of communication.
- 1.8. English law applies to this contract.
- 1.9. A person who is not a party to this **Agreement** has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this **Agreement**.
- 1.10. All interest accruing to **Security Sum** held in the **Company’s** segregated client accounts will be paid to **UNICEF** or such other charity that the shareholders shall decide and details published on the **Company** website. Any negative interest applied to the **Security Sum** by the bank holding the funds will be deducted from the **Security Sum**.
- 1.11. If: (a) we reasonably suspect that the **PGS** has given us false information; or (b) we reasonably suspect that the account is being used for an illegal

purpose; or (c) the **PGS** behaves in an unreasonably threatening or violent manner towards our staff, then we may withhold funds which are due to be returned to the **PGS** and take reasonable steps to comply with the law and for the protection of our staff. We may deduct reasonable expenses incurred in so doing from the amounts due to be returned to the **PGS**.

- 1.12. The **Parties** will be responsible for all losses caused by any fraudulent activity on their part or that of any person acting with their authority.
- 1.13. We will not be liable to the **Parties** for any breach of or failure to perform our obligations where that breach or failure is due to abnormal circumstances beyond our control, and despite our reasonable efforts to rectify the situation.
- 1.14. In the event of failure of the banking system the **Company** will only be liable to the **PGS** for the amount recovered from the **Company’s** bank.
- 1.15. If any part of these **Standard Terms of Business** proves to be unenforceable it will not affect the validity of the remaining **Standard Terms of Business**. Any relaxation by us of any of the **Standard Terms of Business** from time to time does not affect our right to enforce the **Standard Terms of Business** strictly at any time.

### 2. Obligations of the Parties, Surveyors, Adjoining Occupiers and Contract Administrators

- 2.1. The **Parties, Surveyors, Adjoining Occupiers** and **Contract Administrators** agree that the personal details they submit to the **Company** will be accurate and correct and will update these details to keep them accurate.
- 2.2. It is the responsibility of the **Parties** or the **Surveyors** or the **Contract Administrator** to ensure that the conditions of the **Security Agreement** have been met and that the instructions for the release of the **Security Sum** are correct. The **Company** will act strictly in accordance with the instructions received.
- 2.3. The bank account details that are registered with the **Company** must be the personal bank account details of the **Customer** and not those of any other third party.
- 2.4. If the **Security Sum** is returned to the **PGS** by the **Company** in error or due to fraud the **PGS** agrees to return such sum to the **Company** on its request.
- 2.5. We may record telephone calls with any **Customers** to ensure that we provide a good service and that we follow instructions correctly.
- 2.6. Our records will be evidence of our dealings in connection with our **Service**. **Customers** agree not to object to the admission of our records as evidence in any legal proceedings on the grounds that such records are not originals, are not in writing or are documents produced by a computer.

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## 3. Fees

- 3.1. Fees must be paid into the **Company's** current account separately from the **Security Sum** before Security for Expenses will be confirmed as being effective or any payments will be made out of the **Security Sum**.
- 3.2. Any outstanding fees due to the **Company** may be deducted from any sum directed to be returned to the **PGS**.
- 3.3. The **Company** will not make any deductions in respect of fees from money directed to be paid to any Third Party except in cases where that Third Party is the result of a change of name or bank account of the **PGS**.

## 4. Payment

- 4.1. The **Company** may reject funds paid into its client account if those funds are not paid from the bank account registered with the **Company** or if not paid with the correct reference as instructed by the **Company** or if not for the exact amount instructed. A fee will be deducted from any returned funds.
- 4.2. Payments into the **Company's** client account must be made from a United Kingdom bank account.
- 4.3. Payments from the **Company's** client account will only be made into United Kingdom bank accounts.
- 4.4. By using the **Service**, the **Parties** confirm that an Award made under the **PWA** directing the release of the **Security Sum** is an instruction to the **Company** that will be executed fourteen days after the date the Award is received by the **Company** unless either **Party** gives notice to the **Company** that an appeal to the County Court has been made under Section 10(17) and provides a copy of the Notice of Appeal.
- 4.5. We aim to make payment by instructing our bank to transfer funds within three working days of completion of our procedures.
- 4.6. When we are directed to release the **Security Sum** in full to the originating account this will usually be done without further formalities.
- 4.7. When we are directed to release funds or make a payment to a third party we will make an initial transfer of £10.00. On confirmation of safe receipt we will transfer the balance.
- 4.8. When we are directed to release the **Security Sum** to any **Third Party** we need to undertake customer due diligence (**CDD**) as required by The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. The **Company** is not responsible or liable for any delay caused by the due diligence process.
- 4.9. When we are directed to release the **Security Sum** to any **Third Party** a further fee is payable. **CDD** may be carried out pending receipt of the additional fee at the discretion of the **Company**.
- 4.10. The **Parties** may agree or the **Surveyors** may determine that a **Third Party** shall be cleared in advance to receive funds in which case we will carry out **CDD** on receipt of the appropriate fee.

- 4.11. The **Company** will only release the **Security Sum** in accordance with the **Release Mechanism** as defined in the schedule of definitions, unless varied in the Transaction Schedule. The **Security Sum** will only be paid into bank accounts validated by the **Company** and not into any other account.
- 4.12. Receipt of funds by the **Company** will be treated as occurring when funds are irrevocably cleared in our account and our fee has been paid.
- 4.13. We use a secure online service for signing security release forms. Depending on who is to authorise release, either the parties or the surveyors will receive an email from us via [signable](#) with a link to a secure site where the release form can be signed.
- 4.14. It takes longer to confirm the source of funds when payment is made by BACS, CHAPS or other intermediary banking services. When payment is made by such means the **PGS** must provide a Confirmation Statement from their bank confirming details of the payment.
- 4.15. Once payment of the **Security Sum** is made to the **Company** it will only be released by the appropriate **Release Mechanism**.
- 4.16. The **Company** may delay or refuse release of the **Security Sum** if: (a) we reasonably suspect fraudulent activity may be involved; or (b) instructions are unclear, incomplete or not in the required form; or (c) to do so might be contrary to a law, regulation, code or other duty which applies to us; or (d) we have any other valid reason for not acting on received instructions. If we refuse to make a payment we will notify you by email or any other suitable form of communication and, if possible, give our reasons for doing so.
- 4.17. The **Company** will not be liable for any loss suffered in respect of a payment that has not been authorised or which has been incorrectly paid unless we are notified without undue delay and not later than one month after the date of the payment. This Condition will not apply if we have failed to provide information about the payment.
- 4.18. In the event of the **PGS** becoming insolvent or struck off the register at Companies House the **Security Sum** will be released as and when directed in accordance with the **Release Mechanism** to the legally appointed receiver or administrator and the **Company's** Third Party **CDD** fee will be deducted from the balance to be returned.

## 5. Information

- 5.1. The **Company** will hold information on its **Customers** in accordance with UK Data Protection law for the legitimate purpose of providing the **Service**.
- 5.2. Any personal information provided to us will be used to discharge our obligations under the Payment Services Regulations 2017, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and other relevant legislation and may be disclosed to third parties for those purposes.



- 5.3. Information comprises all the details we hold about any **Customer** and may include information obtained from third parties. We may use and share information to help us: (a) assess financial risks, (b) recover debt, (c) prevent and detect crime, (d) understand our customers' requirements, (e) develop and test products and services.
- 5.4. We do not disclose information to anyone except: (a) where we have permission; or (b) where we are required or permitted to do so by law; or (c) to fraud prevention agencies and other companies that provide a service to us; or (d) where we may transfer rights and obligations under this agreement.
- 5.5. As required by HMRC, information will not be erased for six years from the date that the **Transaction** account is closed. Until that time a **Customer** has no right to erasure of data held.

## 6. Prevention of Fraud, Money Laundering, Terrorist Financing, etc.

- 6.1. As a registered Money Service Business, we are required to carry out certain checks as part of crime prevention measures. We may contact **Customers** by post, telephone (including mobile phone), email or we may leave a message asking them to call us. We may ask them to contact us or to pay a token amount to us by bank transfer from their registered bank account to confirm their identity. If they do not respond to us in a timely manner, we may (a) assume that the **Transaction** has not been authorised in which case it will not proceed or (b) proceed with the instruction based on the directions received.
- 6.2. We may take whatever action we consider appropriate to meet any obligations relating to the prevention of crime, money laundering and terrorist activity and the provision of financial and other services to persons who may be subject to sanctions. This may include, but is not limited to, investigating and intercepting payments into and out of the **Company** and investigating the source of or intended recipient of funds. It may also include making enquiries to establish whether a person is subject to sanctions or is politically exposed. Exceptionally, this may delay the execution of directions or the receipt of cleared funds but, where possible, we will indicate the

reasons for and likely length of any delay. If we are not satisfied that a payment in or out of the **Company** is lawful, we may refuse to deal with it.

- 6.3. We shall not be responsible for any loss or delay incurred as a result of us taking the actions set out in this section.

## 7. Complaints

- 7.1. If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know by emailing [sfe@securityforexpenses.co.uk](mailto:sfe@securityforexpenses.co.uk). Our complaints handling procedure complies with Regulation 101 of the Payment Services Regulations 2017 and is available on our website.
- 7.2. We will investigate the situation and try to put matters right without delay. Where appropriate we will also take steps to prevent a recurrence. You may also be able to refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

## 8. Disputes Between Parties

- 8.1. The dispute process detailed in this section does not relate to a dispute between a **PGS** and the **Company**. A dispute between a **PGS** and the **Company** will be dealt under the complaints procedure above.
- 8.2. The **PWA** requires that in the event of a dispute between the **Parties** over the release of the **Security Sum** then the dispute resolution process set out in Section 10 of the **Act** shall be engaged and the **Company** will not be under any obligation to release any part of the **Security Sum** until properly directed by the **Surveyors** or the Court.
- 8.3. Disputes between **Parties** are not under the control of the **Company**. In using our **Service**, **Customers** understand and accept that the **Company** is duty bound to follow the payment instructions of the **Surveyors** if a dispute has arisen between the **Parties**.
- 8.4. The **Company** is not responsible for the actions, decision, conduct or payment of the **PGS**, the **Parties**, **Surveyors**, **Contract Administrator** or any other person not employed or authorised by the **Company**.

30 December 2020

## Revisions

- |            |  |
|------------|--|
| 2019-07-02 | Clause 4.9 amended   |
| 2020-12-30 | Clauses 1.1, 1.3, 1.10, 1.15, 3.1, 3.3, 4.4, 4.8, 4.9, 4.11, 4.17, 5.1, 5.3, 8.1 and 8.2 amended<br>Clauses 4.13 and 4.18 replaced |

Definitions	Party Wall etc. Act 1996	Licence	Building Contract	Bond	Court Order	Rent Deposit
<b>Regulations</b>	The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017					
<b>The Company</b>	Security for Expenses Limited registered at Companies House, Cardiff (company number 10113125)					
<b>Customers</b>	Any person or entity using our Service or named in a Transaction Schedule including but not restricted to the PGS, parties, surveyors, Contract Administrator and Adjoining Owners.					
<b>The Act</b>	Party Wall etc. Act 1996					
<b>PWA</b>	Party Wall etc. Act 1996					
<b>Owner</b>	A "building owner" or "adjoining owner" as defined in Section 20 of the Act.	The person or entity granting the Licence (usually referred to as the "owner of neighbouring land")				
<b>Adjoining Occupier</b>	An occupier of adjoining property as defined in Section 20 of the Act					
<b>Licensee</b>	The person or entity to whom the Licence is granted					
<b>Contractor</b>	The person or entity named as the Contractor in the Building Contract					
<b>Employer</b>	The person or entity named as the Employer in the Building Contract					
<b>Contract Administrator (CA)</b>	The person named in the building contract with authority to direct payment from the Security Sum to the Contractor or Sub-Contractor					

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Definitions	Party Wall etc. Act 1996	Licence	Building Contract	Bond	Court Order	Rent Deposit
<b>Parties</b>	The building owner(s) and the adjoining owner(s) under the Act	The parties named in the Licence	The Employer and the Contractor or Sub-Contractor	The parties named in the Bond	The parties named in the Order	The parties named in the Lease
<b>Surveyors</b>	The surveyor(s) appointed or selected in accordance with Section 10 of the Act	The surveyors or other persons or entities named in the Licence.				
<b>Person Giving Security (PGS)</b>	The owner, person or entity providing the money to be held by the Company as Security					
<b>Licence</b>		The Licence agreed by the Parties as submitted to the Company				
<b>Building Contract</b>			The form of contract for building works entered into by the Employer with the Contractor or by a Sub-Contractor with a Sub-Contractor			
<b>Security Sum</b>	The sum deposited with us as Security for Expenses under the Act	The sum deposited with us as Security	The sum deposited with us as Security under the Building Contract	The sum deposited with us as Security		
<b>Security Agreement</b>	The conditions agreed between the parties or awarded by the surveyors under which Security for Expenses is to be released	The conditions under which the Security Sum is to be released which may be set out in the Licence	The conditions under which the Security Sum is to be released as set out in the Building Contract	The conditions under which the Security Sum is to be released as set out in the Bond	The conditions under which the Security Sum is to be released as set out in the Order	The conditions under which the Security Sum is to be released as set out in the Lease
<b>Transaction</b>	The deposit of the Security Sum with the Company and the disbursement by the Company of the Security Sum as and when directed					
<b>Risk-free Transaction (RFT)</b>	A Transaction in which the Security Sum is returned in full to the originating account					
<b>The Service</b>	The service offered by the Company by which it holds money "in escrow" on behalf of the Parties and releases it in accordance with the Release Mechanism					
<b>Transaction Schedule</b>	The schedule prepared by the Company setting out details of the Transaction including the PGS, parties, surveyors, CA, Security Sum and any variations to the Company's Standard Terms of Business					

Definitions	Party Wall etc. Act 1996	Licence	Building Contract	Bond	Court Order	Rent Deposit
<b>CDD</b>	Customer due diligence in accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017					
<b>Release Mechanism</b>	Receipt by the Company of the Company's release form signed by the parties, any two of the surveyors, the third surveyor alone or an order of the Court.	Receipt by the Company of the Company's release form signed by the parties or their surveyors or an order of the Court.	Receipt by the Company of a Certificate for Payment issued by the CA under the Building Contract.	As defined in the Variations on the Transaction Schedule form part of the Company's offer.		
<b>Terms of Business</b>	The standard Terms under which the Company provides the Service and which form the basis of the contract between the Company and the Company's website.					
<b>Agreement</b>	The contract between the Company and the PGS for the provision of the Service effected by the PGS transferring funds to the Company's client account and paying the setting up fee.					
<b>HMLR</b>	Her Majesty's Land Registry					

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Setting Up Fee	Security Sum Held	Net Fee	VAT	Payable
A	up to £15,000	£ 450.00	£ 90.00	£ 540.00
B	£15,001 to £100,000	£ 750.00	£ 150.00	£ 900.00
C	£100,001 to £500,000	£ 1,150.00	£ 230.00	£ 1,380.00
D	over £500,000	by negotiation		
Where the Building Owner or the Person Giving Security is not resident or registered in the United Kingdom the next fee band will apply. This includes the Channel Islands and the Isle of Man.				
The full fee must be paid before Security is deemed to be effective.				
The Setting Up fee includes release of security in full in a single payment to the PGS				
If the Security Sum is "topped up" to the next fee band the difference between the fee bands will be applied.				
<b>Additional fees:</b>				
E	Reissuing Offer and Transaction Schedule:	£ 75.00	£ 15.00	£ 90.00
F	CDD per third party payee:	£ 250.00	£ 50.00	£ 300.00
G	Fee per interim payment:	£ 75.00	£ 15.00	£ 90.00
H	Additional "top-up" deposit under same Transaction:	£ 75.00	£ 15.00	£ 90.00
J	Final payment under Building Contract:	£ 200.00	£ 40.00	£ 240.00
If the Security Sum is "topped up" to the next fee band the difference between the fee bands will be applied.				
VAT rate:	20%			

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