

RICHARD TURNER AND SON STANDARD TERMS OF BUSINESS

Client: File Reference:

1. DEFINITIONS

Unless otherwise agreed by the parties:

- 1.1 "The Client" means the person(s), firm, company or government department(s) for whom the Firm has been instructed to undertake the assignment.
- 1.2 "The Firm" means Richard Turner & Son
- 1.3 "The Land Agent" means the person appointed hereunder to undertake the Assignment.
- 1.4 "The Assignment" means the matter(s) to which these Terms of Business apply, referred to the Land Agent by the Client.
- 1.5 "Fees" mean the reasonable charges set out in clause 5 below.

2. GENERAL

- 2.1 These terms of business will constitute the agreement between you (as the Client) and us (as the Firm) to act on your behalf in respect of any instructions received from you. They will take effect immediately (subject to 2.4 below) and will continue until varied by agreement in writing, terminated, or otherwise brought to an end.
- 2.2 The Firm reserves the right to amend the terms of this agreement because of legislative or other changes. In this event, you will be notified in writing.
- 2.3 Additional terms may be agreed between us and these will be set out in a letter or written quotation separately. In the case of any conflict between these standard terms of business and the terms of any letter or written quotation from us, the terms of the letter or written quotation will prevail.
- 2.4 These terms will be deemed to have been accepted by you unless you inform us in writing within seven days of the terms being sent to you.

3. INSTRUCTIONS

- 3.1 The Firm normally requires clients to give instructions in writing, however verbal instructions may be acceptable at the Land Agent's discretion.
- 3.2 On receipt of any instructions, the Land Agent will investigate within the Firm to ascertain if a potential conflict of interest may arise as a result of accepting the Instructions. If no conflict is identified the Land Agent will proceed with your instructions. Where an actual or perceived Conflict of Interest arises the nature of the conflict will be established and discussed with you (as Client) in line with the Conflict of Interest Procedures adopted by us. Unless you (as Client) believe it is in your best interests for us to complete the instructions and an Informed Letter of Consent is completed by you (as Client) your instructions will be declined.
- 3.3 You will be entitled to terminate our authority to act on your behalf at any time by giving us notice in writing to that effect together with payment of all outstanding accounts. By so doing you will also be liable for payment in respect of any work which we have undertaken on your behalf for which no account has been issued as at the date of receipt of your notice.

4. THE CLIENT

- 4.1 You agree to:
 - a) provide timely, full and clear instructions in writing supported by good quality copies of documents within your possession or arrange or ensure the provision of all these things; any instructions will create a contract for the our provision of services to you.
 - b) deal promptly with every reasonable request by the Land Agent for authority, information and documents;
 - c) pay the Firm's fees as expressly agreed or as specified in these Terms of Business and more particularly section 5 below and in addition to fees, will pay all disbursements and other costs as referred to in clause 5 below and any applicable VAT on fees disbursements and costs at the rate in force from time to time.
 - d) ensure that adequate access for us and our representatives to any land and buildings and to any deeds, plans, drawings, models or information, whether stored in hard copy or in an electronically retrievable form, which we may require in order to supply services.

5. CHARGES - FEES, EXPENSES AND DISBURSEMENTS

- 5.1 Generally fees are calculated based upon the amount of time spent dealing with your instruction. Chargeable time includes time spent by us on such matters as telephone calls, writing letters and emails, dealing with documents, research, case preparation, attending meetings or hearings, travelling, site inspections, and producing reports.
- 5.2 The Firm may present invoices at such intervals as considered reasonable and payment of each invoice is due within 30 days of presentation (the "Payment Period"). The Firm accepts payment by BACS or cheque only. Where the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002, ("the late payments legislation") apply, we shall be entitled to charge statutory interest on any overdue accounts following expiry of the Payment Period. We may terminate our engagement and cease acting if payment of any fees billed are unduly delayed. However, it is not our intention to use these arrangements in a way which is unfair or unreasonable.

- 5.3 Fees will be calculated on a percentage commission or commission per unit basis, or an hourly rate by reference to the following factors:
- a) The complexity of the instructions received
 - b) The level of effort, skill and specialised knowledge required
 - c) The level of responsibility and liability involved
 - d) The number and importance of documents prepared or perused
 - e) The timescale in which instructions are required to be completed
 - f) The amount or value of any money or property involved
 - g) The value and importance of the matter to you
 - h) The operating costs of the Firm
 - i) Any Health & Safety implications
- 5.4 Hourly charges are made in 6 minute units and the ranges of hourly charges, which are reviewable annually and may be revised at other times, are currently:
- a) Surveyors £95 to £150 per hour
 - b) Assistants £50 to £80 per hour
- 5.5 If required, an estimate of the likely fees for completing the instruction can be provided and details of the fees incurred at any point during an instruction. You may set a limit to the fees which we may incur without referring back to you by notifying us in writing. If no written notification is received, no limit will apply.
- 5.6 In some instances (e.g. compulsory purchase and other statutory compensation cases) all or part of the fee may be payable by a third party. Statutory interest may also be payable on the Firm's fee. In such cases we shall be entitled to request payment of the fee, plus statutory interest (if applicable), direct from the third party concerned.
- 5.7 Out-of-pocket expenses reasonably incurred in completing the instruction will be charged in addition to the fee. For example, you may be charged for postage, photographs, travelling expenses, maps and plans etc.
- 5.8 Disbursements include charges from third parties on your behalf in completing the instruction and will be payable by you in addition to the fee. These will be charged at the cost to us and will include press adverts and other marketing costs (where appropriate).
- 5.9 VAT will be payable at the standard rate on all of the charges listed above including fees, expenses and disbursements. You shall be responsible for payment of the VAT even when a third party pays our fees and expenses for you. Where the fee payable by a third party (see 5.5) payment may not include VAT if you are VAT registered. In that event you will be liable for payment of the VAT due on the fee. Upon receipt of payment from you, we will issue a receipted VAT account to enable you to recover the VAT.
- 5.10 If you have any queries regarding the amounts shown on any invoices you are advised to notify the Land Agent immediately. Any such queries must be raised within 30 days of the date of the invoice, after which time you will be deemed to have accepted the invoice.
- 5.11 In the event of a dispute as to the amount of the fee, such sum as is not disputed shall be paid forthwith pending resolution of the dispute, irrespective of any set off or counter claim which may be alleged.

6. DEBT RECOVERY

- 6.1 The Firm employ the services of debt recovery agents for collection of overdue accounts. In the event that their services are required, you will be responsible for all charges levied by the Firm's debt recovery agents in recovering the debt together with any costs incurred in respect of legal action taken by the Firm or on the Firm's behalf.

7. DISPUTE/COMPLAINTS

- 7.1 The Firm aim's to provide you with a service which fully satisfies your requirements. We would therefore welcome any constructive comments which you might care to make which might help us to improve our service to you and to other clients in the future.
- 7.2 If, however, you are not happy with the service provided (for whatever reason) we would like to know about it as soon as possible, and would hope to resolve any dissatisfaction promptly.
- 7.3 Any complaints should be first raised with the Land Agent's manager. Thereafter, if the matter remains unresolved, you will be referred to Richard Turner, Proprietor of the Firm. A copy of our complaints handling procedure is available on request.

8. THE CRIMINAL FINANCES ACT 2017; THE MONEY LAUNDERING, TERRORIST FINANCING AND TRANSFERS OF FUNDS(INFORMATION ON THE PAYER) REGULATIONS 2017; THE BRIBERY ACT 2010

- 8.1 The 2017 Regulations require us to take reasonable steps to obtain satisfactory evidence of client identity before accepting any instruction involving estate agency work as defined by Section 1 of the Estate Agents Act 1979. For private individuals this will involve us copying and retaining on file documents to verify the client's full name, date of birth and residential address; for example the client's driving licence or full passport and a recent utility bill or bank statement. For corporate clients reasonable steps may include a Companies House Search or certified copy of incorporation. In all cases copy documents must be retained on the client's file for at least five years after either the completion of the transaction or the end of our business relationship with the client. Personal data obtained by the Firm under the 2017 Regulations may only be processed for the prevention of money laundering and terrorist financing.

- 8.2 The 2017 Regulations would require the Firm to register with HMRC were our activities involve accepting cash payments of €10,000 euros (or the equivalent in £9,040 sterling, as at 3.1.2019). The Firm will not therefore accept such cash payments.
- 8.3 In order to comply with the 2017 Acts and the Regulations the Firm has in place anti-money laundering systems and controls. Furthermore, we have a legal duty to report to the National Crime Agency (NCA) if we have any knowledge or suspicion (or reasonable grounds for the same) that another person is engaged in money laundering or financing terrorism.
- 8.4 The Firm is committed to carrying out its business fairly, honestly and openly and maintain zero tolerance towards bribery, in compliance with the requirements of the 2010 Bribery Act.

9. INDEMNITY INSURANCE

- 9.1 The Firm will maintain Professional Indemnity Insurance cover for an amount not less than five million pounds (£5,000,000) for any one claim or series of claims arising from a single action.
- 9.2 The Firm will maintain such cover for a period of six years from the date of completion of any instruction.
- 9.3 Where, by virtue of your instructions, the Land Agent has express or implied authority to act in the capacity as your Agent, we will be entitled to an indemnity from you in respect of any claims made by a third party for any loss, injury, damage or legal or other expenses arising from the carrying out of your instructions (unless caused by our negligence).

10. DATA PROTECTION, COPYRIGHT, CONFIDENTIALITY & THIRD PARTY RIGHTS

- 10.1 The Firm promises to respect the data held on you, and to keep it secure. The Firm will keep your details on a database for administration and accounting purposes, so that we can make conflict of interest searches and send you, with consent only, relevant information on services or on events that may interest you. You have the right to withdraw consent for their data to be used for marketing at any time.
- 10.2 The Firm is committed to protecting the confidentiality and security of information it collects and holds about its Clients. We hold this information for legitimate business reasons under Article 6(1) of the General Data Protection Regulations (GDPR), as it is necessary to carry out instructions; provide a service; comply with our regulatory requirements and for the processing of data. The personal information we hold may be disclosed when necessary to conduct business, or as permitted or required by law. The Firm hereby conforms to the principles of GDPR acknowledging that it is their responsibility to do so.
- 10.3 Copyright and other intellectual property rights in any original material (including correspondence), document, drawing, plan, model or report produced by us for you shall remain vested in the Firm, and whom grant you only a non-exclusive, non-assignable licence to use any such copyright work only for the purposes for which it was prepared. The Firm may also provide copies of other material, the copyright and/or intellectual property rights in which may belong to third parties. We do not authorise you to copy or otherwise use any third party material in any manner which might amount to an infringement of the copyright and/or intellectual property rights of any third party.
- 10.4 If you have any questions or concerns about the use of your data, please contact the Firm's Data Protection Officer (John Hardman).
- 10.5 If you wish to update any copy information provided to us previously, please inform the Land Agent.
- 10.6 You are entitled to request that your data is erased, or no longer used for marketing purposes. Some data however will need to be retained for at least six years in order to ensure we can carry out Conflict of Interest checks, or to ensure the data is not recaptured and used for marketing once more, and also to enable compliance with legal and financial regulations.
- 10.7 The advice and services provided by us are for your benefit only and may not be used or relied upon by anyone else. The Firm will accept no liability to any third party to who or which you may disclose our advice or purport to transfer the benefit of any services supplied by us or to whom or which you may show any document, drawing, model or report produced by us for you.

11. TERMINATION

- 11.1 The Land Agent expects to continue to act until being otherwise advised by you. However, the Land Agent may bring instructions to an end at any time, but will not normally do so unless:
 - a) a conflict of interest arises.
 - b) the Land Agent considers that it is not in your best interest that the Firm should continue to represent the you.
 - c) the Land Agent becomes aware that you may be engaged in any improper or illegal activity; or you instruct the Land Agent to act in a manner contrary to Law.
 - d) there is a material breach, by the other, of the terms of this agreement (for example your failing to pay any invoice when due or persistently failing to give the Land Agent proper instructions)
 - e) you give the Land Agent instructions which directly or impliedly require the Land Agent to breach any undertaking which has been given to a third party with your consent.
 - f) the Firm has reason to believe that you are insolvent or unable to pay debts for whatever reason.
- 11.2 If instructions are terminated either by you or by us, you will only be liable for fees and payments to the date of termination of the instructions together with any fees or payments for work necessary to complete work in hand as agreed between the parties. A lien may be placed on your documents and any monies held on your behalf by the Firm until fees are settled. Please note the file remains the Firm's property other than documents you have provided or agreements you have signed with third parties. Analysis of and answering fee queries will be charged at the usual rates with the exception of providing copies of our time sheets. You will also be responsible for any fees and expenses arising from the Firm ceasing to act for you, or the transfer of the work to another advisor of your choice.

12. FORCE MAJEURE

12.1 Neither the Client nor the Land Agent nor the Firm shall be liable for any loss or damage which may be suffered by the other as a direct result or indirect result of the performance of this agreement being prevented, hindered delayed or rendered uneconomic by circumstances or events beyond our control including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or act of terrorism.

13. MISCELLANEOUS

13.1 Any notice to be given by the us to you shall be deemed properly given if put in writing and sent by personal delivery, first class post, email or facsimile transmission to your address from which instructions were given to the Land Agent. Any such notice shall be deemed to have been duly given upon the date on which it was given if sent by personal delivery, forty eight hours after posting if sent by post and upon the date of transmission if sent by facsimile transmission.

13.2 Nothing in this agreement shall limit or exclude either party's liability for wilful misrepresentation or fraud.

13.3 If at any time any part of the agreement between you and the Land Agent is or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other parts of the agreement.

13.4 No part of this agreement shall be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

13.5 This contract between you and us shall be governed by and construed in accordance with English Law.

13.6 If the Firm is to be involved in litigious or contentious work, as advisors, expert witnesses, arbitrators or advocates, further special terms of engagement will apply.

I / We accept Richard Turner & Son's Standard Terms of Business

Signed:

Date: