

Balfours

GENERAL TERMS OF BUSINESS

Introduction

- 1.1 These terms of business should be read together with an Appointment Letter that will apply to the provision of Services by us to you, subject to any agreed variations.
- 1.2 The Clients continuing instructions to the Firm will amount to the Clients acceptance of these terms of business. Unless otherwise agreed, these terms of business will apply to any future instructions given to the Firm.

2. Definitions

- 2.1 In these terms of business and the Appointment Letter the terms below mean the following:-
 - 2.1.1 "Agreement" means the agreement of the Firm to supply the Services to the Client subject to these terms of business and Appointment Letter;
 - 2.1.2 "Commencement Date" means the date the Firm receives the Clients signed copy of the Appointment Letter.
 - 2.1.3 "Expenses" means all out of pocket expenses and disbursements and other costs incurred by the Firm in providing the Services which may include, without limit, advertising, travelling, fax, telephone, special postal deliveries, sale boards, production of brochures and photographs (some expenses including photocopying, postage and telephone charges may be charged either as a disbursement or as part of the amount billed for the Services);
 - 2.1.4 "Fee" means the Firm's fee for providing the Services as set out in the Appointment Letter.
 - 2.1.5 "Materials" means any and all original works and materials developed, written or prepared by the Firm specifically for the purpose of providing the Services;
 - 2.1.6 "Services" means the services described in the Appointment Letter.
- 2.2 Words importing one gender include all other genders, words importing the singular include the plural and vice versa.

3. Appointment

- 3.1 With effect from the Commencement Date, the Client appoints the Firm to perform the Services and the Firm agrees to accept that appointment
- 3.2 The Firm will perform the Services with reasonable skill and care.
- 3.3 In accordance with the Money Laundering Regulations 2003, and the Firm's professional obligations as defined by the Royal Institution of Chartered Surveyors, the Firm requires the Client to provide the Firm with such documentation as is necessary to confirm the identity of any person, institution or other entity, for whom the Firm is retained, before the Firm can confirm instructions to act in any matter or transaction. The obligations of the Firm, pursuant to the Money Laundering Regulations, are explained in the letter which accompanies these terms and conditions, and also in an information leaflet produced by HM Treasury, NCIS, and the FSA entitled "Fighting Crime and Terrorism: We need your help".

4. The Client's Obligations

- 4.1 The Client will:
 - 4.1.1 co-operate with the Firm to facilitate the provision of the Services in such a way as the Firm may reasonably require from time to time including, without limit, providing safe access to land and buildings; and
 - 4.1.2 promptly provide to the Firm such information and documents as the Firm may reasonably consider are necessary or desirable to perform the Firm's obligations under this Agreement.
- 4.2 The Client will not offer employment to or use the services of, whether independently or via a third party, any member of the Firm's staff who has been working on the Client's matter for a period of six months following the end of any such involvement by the individual concerned; and following his ceasing to be employed by the Firm.

5. Ownership of Rights

- 5.1 All copyright, design rights and other intellectual property rights in the Materials will remain with the Firm until all Fees and Expenses are paid in full to the Firm.

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6. Storage of Papers and Deeds

6.1 The Firm may retain such of the Client's papers and documents as are in the Firm's possession if the Client fails to pay the Firm's invoices until such invoices are paid in accordance with this Agreement. Otherwise, the Firm will retain the Firm's file of papers relating to the Firm's provision of the Services (except for any of the Client's papers which the Client asks to be returned) for no more than six years after sending the Client the Firm's final invoice. The Firm may destroy the file six years after sending the Client the Firm's final invoice without further notice.

6.2 The Firm do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for the Client. However, at the Firm's sole discretion, the Firm may do so and may charge for the time the Firm spends reading papers, writing letters or doing other work necessary to comply with the Client's instructions. In that case, the Firm's charges will be calculated at such hourly rates as may apply at the time of the Client's request.

7. Fees and Expenses

7.1 The Firm will submit invoices to the Client in respect of the Firm's Fee and Expenses at the intervals set out in the Appointment Letter.

7.2 Invoices are payable immediately on receipt in full and without making any deduction, set off or counterclaim and in pounds sterling. If an invoice is not paid within 14 days of its date of dispatch the Firm may charge interest at 4% over the base lending rate of Lloyds TSB plc until the sum owed is paid in full.

7.3 Unless otherwise stated in the Appointment letter the Firm's Fee is calculated in time units of one quarter of an hour multiplied by the appropriate charging rate and the Firm will charge on the basis of time spent. Time spent will include meetings, travelling considering, preparing and working on projects; correspondence and making and receiving telephone calls or electronic communications.

7.4 Where the Fee is calculated on the basis of time spent, the Firm may change its charging rates from time to time and will notify the Client of any changes. Charging rates are reviewed annually, normally in July, and individuals' charging rates are increased on their promotion within the Firm.

7.5 In addition to time spent, the Fee may be adjusted to take account of the value of the matter; any exceptional circumstances; express service; professional expertise required; and antisocial hours. This adjustment may be up or down.

7.6 The Firm will give estimates wherever possible, but the ultimate Fee may be more or less than the estimate depending on the actual time spent on the matter. The Firm will periodically review any estimate given and will inform the Client promptly if the Firm's estimate changes.

7.7 Value Added Tax at the current rate will apply to all amounts that are payable incl expenses.

7.8 The Firm will not accept cash on behalf of itself or its Clients in excess of 15,000 Euros

8. Confidentiality

8.1 The Firm will not disclose to any third party without the Client's consent any confidential information the Firm obtain concerning the Client's business or affairs unless the Firm is required to disclose such information either by law or by any regulatory body or by the Firm's professional indemnity insurers. The Firm's duty of confidentiality will not apply to information that:

8.1.1 was already in the Firm's possession and at the Firm's free disposal before the Client disclosed it to the Firm;

8.1.2 is subsequently disclosed to the Firm without any obligations of confidence by a third party who has not obtained it directly or indirectly from the Client;

8.1.3 is or becomes generally available to the public on a non-confidential basis through no act or fault of the Firm's.

8.2 Any advice that the Firm may give as part of the Services, whether orally, in writing or by email is not to be disclosed by the Client to anyone else without the Firm's consent. Any advice provided is provided on the basis that no one other than the Client may rely upon it.

9. Termination

9.1 This Agreement will commence on the Commencement Date and will continue until either the Client terminates it on giving the Firm written notice or the Firm with good reason (which will include, without limit, any failure by the Client to pay any invoices in accordance with this Agreement or the Client's being declared bankrupt), terminate it on giving the Client written notice.

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9.2 If this Agreement is terminated, termination will not affect any rights or remedies which either party may already have acquired against the other.

10. Effect of Termination

10.1 When this Agreement comes to an end or is terminated:

10.1.1 The Client will on receipt of a final invoice pay to the Firm all unpaid Fees and Expenses up to the date of termination.

10.1.2 The Client will deliver up to the Firm or, at the Firm's option, destroy all Materials and other equipment or documents belonging to the Firm.

11. Notices

11.1 If the Client wishes to write to the Firm formally in relation to the Agreement or the Services, the Client should write to The Firm at the address specified in the Appointment Letter unless the Firm advises the Client otherwise. If the Firm wishes to write to the Client formally in relation to this Agreement or the Services, the Firm will write to the Client at the address specified in the Appointment Letter unless the Client advises the Firm otherwise.

11.2 Any communication referred to in paragraph 11.1 must either be delivered personally or sent by first class post, by fax or email. For the purposes of the Agreement it will be assumed that the communication has been received

11.2.1 when it was delivered, if delivered by hand;

11.2.2 48 hours after posting, if sent by first class post;

11.2.3 when despatched, if sent by fax, provided that despatch must be confirmed by the sending of a copy of the fax by first class post to the recipient;

11.2.4 on receipt by the sender of a delivery confirmation (if by email).

12. General

12.1 The Firm may employ other professionals and/or subcontractors to carry out the Services, but the Firm will be responsible for the acts and omissions of those professionals as if the Firm had performed the Services itself. This Agreement will apply to any other professional who performs the Services. The Client may not transfer the Client's rights or obligations under this Agreement without the Firm's written permission.

12.2 The Agreement and these terms of business will be governed by English Law. Any disputes will only be dealt with in the Courts of England and Wales.

12.3 If any of these conditions or any part is not valid for any purpose, this will not affect the rest of these conditions.

12.4 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12.5 This Agreement replaces any previous agreement between the Client and the Firm in relation to the matters dealt with in it and each party agrees that there is no other documentation or information relating to the matters dealt with in the Agreement or the Services

12.6 If there is any inconsistency between these terms of business and the Appointment Letter, the Appointment Letter will take precedence.

13 Disputes

13.1 The Firm operates a Clients Complaints Procedure in accordance with the regulations and bye-laws of the RICS. Details of this scheme shall be made available on request.

13.2 If a dispute is not resolved internally, the matter may be referred, on the agreement of both parties, to mediation by a Member of the Royal Institution of Chartered Surveyors' accredited mediator's panel.

13.3 If the dispute is not so referred, or is not resolved by mediation, then the matter must go for final resolution by a third party. For the purpose of satisfying the RICS regulations the matter may be referred by either party for determination by a single arbitrator to be appointed by the parties or, in default of agreement within 21 days of the dispute being notified by one party to the other, to be appointed by the President or Vice-president for the time being of the Royal Institution of Chartered Surveyors