

TERMS OF ENGAGEMENT

1 Introduction

These Terms, together with any Letter of Engagement which we send to you, are the terms and conditions on which we will act for you. No other terms and conditions will apply.

These Terms will become binding on you and us when you sign and return any Letter of Engagement which we send to you. If you do not sign and return the Letter of Engagement, these Terms will become binding on you and us by you continuing to instruct us to carry out work on your behalf.

These terms cannot be varied unless we both agree to do so in writing.

2 Contracting Parties

Your contract is with Landbridge Property LLP (t/a Landbridge) which is a limited liability partnership incorporated in England and Wales with registered Partnership number OC416790. There is no contract between you and any member, employee or consultant of Landbridge. Any advice given to (or other work done for) you by a member, employee or consultant of Landbridge is given (or done) by that person on behalf of Landbridge and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

You agree that, to the extent permitted under any applicable law, if, as a matter of law, a duty of care or other duty, liability or obligation would otherwise be owed to you by any member, employee or consultant of Landbridge, such duty is hereby excluded and you agree that you will not bring any claim against any member, employee or consultant of Landbridge in respect of any loss or damage that you or any person or company associated with you suffer or incur, directly or indirectly, in connection in any way with any advice given to or other work done for you.

3 Charges

Fees will be charged as set out in our Letter of Engagement. Unless otherwise agreed in writing, we will charge for our services and expenses bi-monthly. Unless otherwise agreed with you in advance and in writing, travel time will be charged at 50% of the prevailing fee rate together with the cost of travel. Expenses incurred on subsistence, goods and services purchased on your behalf, will be charged at cost. If the terms are varied during the course of the instruction, additional charges may be payable. All fees and expenses for services supplied in the UK are subject to VAT at the prevailing rate. Where we charge on a time basis, our fee rates are reviewed on 1 January each year. Any increase will apply automatically from that date.

4 Payment

Invoices will be submitted in Sterling and payment must be made of that amount net of conversion costs and bank charges. Invoices are payable within 14 days of the date of the invoice. If payment is not made on the due date, we may, in addition to any other remedies that we may have, suspend all of our work for you (whether or not relating to the unpaid invoice) and charge you interest at the annual rate of 2% per month from the due date until payment of the invoice (both before and after judgment).

Where we are instructed by more than one party, every party is jointly and severally liable for the payment in full of all of our invoices. If our invoice is to be paid by someone other than you, you will remain responsible for the invoice until the third party has paid it.

Unless we are acting for you as a consumer, you must pay all of our invoices in full without deduction or set-off.

5 Money Handling

Monies collected or distributed on your behalf, including deposits, are handled in accordance with the RICS Client Money Protection Regulations and through our specified Client Accounts. No interest shall accrue to your benefit upon any such monies.

6 Confidentiality

Information passed to us will be kept confidential and will not be disclosed to third parties except: (i) as authorised by you, in writing; or (ii) if the information comes into the public domain without any breach by us; or (iii) as required by law; or (iv) if we are required to disclose by regulatory or revenue authorities in which case we will endeavour to give you advance notice of such disclosure requirements. If, on your authority, we are working in conjunction with other professional advisers, unless you instruct us otherwise we may disclose any relevant aspect of your affairs to them.

7 Limitation of Liability

If we do not comply with these Terms then, except as set out below, we are responsible for loss or damage to you that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage are foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

We will not be responsible for:

- indirect or consequential loss;
- loss which is unforeseeable;
- loss of income;
- loss of profits;
- loss of business opportunity;
- loss of goodwill; or
- reduction in the value of any property.

Where we are responsible to you for loss or damage, our maximum aggregate liability to you for breach of these Terms, our negligence, or otherwise arising out of our work for you shall be limited to £5 million, unless otherwise agreed with you in writing.

Nothing in these Terms limits our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded as a matter of law.

8 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to the agreement covered by these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the agreement, including those set out in these Terms, but this does not affect a right or remedy of a third party which exists or is available apart from that Act.

9 Accidental Disclosure of Information

In the event that third parties obtain confidential information about your affairs by means of intercepted post, e-mails, facsimiles or telephone conversations, we are not to be held responsible. Whilst we implement systems to maintain security and confidentiality of these services, such security cannot be guaranteed.

10 General Data Protection Regulation

Landbridge is registered with the Information Commissioner's Office, registration number ZA327851. For our privacy policy visit www.landbridge.co.uk/privacy-policy.

11 Legal Documentation

We do not accept responsibility for the preparation of documents which are the responsibility of a solicitor or other legal/professional advisers. Where required, we will comment without any acceptance of liability on such matters about which we are expected to have knowledge.

12 Other Services

Our duties are limited to those set out in the Letter of Engagement, which incorporates and accompany these Terms. We will be pleased to provide additional services on terms to be agreed.

13 Intellectual Property Rights

We shall own all intellectual property rights (including, but not limited to copyright) in all plans, maps, drawings, models, specifications, photographs and all other records, documents, reports or presentational materials that we prepare for you (the "Materials") or otherwise arising out of the work we carry out for you. Subject to the following sentence, we hereby grant to you a personal, non-exclusive, non-transferable licence to use the Materials and to make copies for private use provided that such use or copying is necessary for the purpose for which the Materials were originally produced. If you fail to pay any fees due to us when due, we may terminate this licence immediately on giving you notice, and you shall (on request) return or destroy all hard copies of the Materials in your possession and permanently delete any electronic copies.

14 Disclosable Interest

In matters involving the sale of land or property, we will disclose to you, and any person with whom we negotiate, any interest we may have in the land or property, the subject of the sale/purchase, or in the proceeds of the sale. Such interest can arise in many different ways – for example, through any connections we may have with you or any member of your family or any business or company with whom you and/or we may have connections. Accordingly, please notify us in writing of any such connections of which you are aware.

15 Validity

Any proposals issued by us are valid for 28 days from the date of issue, unless otherwise indicated.

16 Anti-Money Laundering

For anti-money laundering purposes Landbridge is registered with the HMRC. We will require and retain evidence of identity of our clients and sometimes people related to them. We may ask you to provide such evidence and/or undertake electronic checks or searches. We do not accept any liability for losses which result from our compliance with the statutory obligations.

17 Termination

Either of us may terminate our engagement on giving the other 7 days' notice in writing.

You may terminate our engagement immediately on giving us written notice in the following circumstances:

- if we go into liquidation or bankruptcy or have a receiver or administrator appointed over all or part of our assets, or are the subject of any other formal insolvency procedure;
- if we commit a fundamental breach of these Terms and we do not correct the breach within 7 days of you asking us to do so in writing.

We may terminate our engagement immediately on giving you written notice in the following circumstances:

- if you go into liquidation or bankruptcy or have a receiver or administrator appointed over all or part of your assets, or are the subject of any other formal insolvency procedure;
- if you do not pay our invoice when due, whether or not the invoice relates to the engagement which we are terminating;
- you commit a fundamental breach of these Terms (other than failing to pay an invoice when due) and you do not correct the breach within 7 days of us asking you to do so in writing;
- you fail to provide us with proper and clear instructions or fail to comply with any reasonable requests that we make in order to allow us to properly perform our work for you.

When our engagement is terminated, you shall pay all fees and other expenses due for the period up to and including the date our engagement terminates.

18 Commission

If we receive commission from a third party in relation to a matter which we are handling for you, we will tell you accordingly.

19 Applicable Law

Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English Courts.

20 Problems/Complaints

Should you have any problems with our service, which you are unable to resolve with the partner, agent or professional responsible, you should contact Philip Summers, informing him of the nature of the problem. Address; Landbridge, Rivers Court, High Street, Sproughton, Ipswich IP8 3AP, Telephone: 01473 461203. He will make every effort to deal with the problem quickly and efficiently. Landbridge operates a formal procedure for complaints handling which complies with the minimum standard laid down by the RICS (Royal Institution of Chartered Surveyors). A copy of the procedure is available upon request. If the problem cannot be resolved, we shall further attempt to resolve the matter by agreeing with you the referral of the matter to an external mediation service. Clients who are consumers also have the opportunity to refer complaints to The Property Ombudsman, Commercial clients to the RICS Dispute Resolution Service.

21 Miscellaneous

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

We will not be responsible or liable for our failure to perform our obligations, if such failure is beyond our control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks