J.C ROBINSON

• Architectural Designers •
• Chartered Building Surveyers •

Standard Terms and Conditions of Appointment

1. DEFINITION

1.1 "Agreement" means the contract between the Firm and the Client for the Services set out in the Instruction or as subsequently agreed between the Client and the Firm.

1.2 "Client" means the addressee of the Instruction to whom the Services will be provided.

1.3 "Firm" means J C Robinson (Yorkshire) Limited (Company No. 11571785) registered in England at The Old Twine Mill, Low Laithe, Harrogate, HG3 4BU.

1.4 "Conditions" means these terms and conditions.

1.5 "Instruction" means a letter or email from the Firm to the Client setting out the Services and the Fees.

1.6 "Fee(s)" means the remuneration for the Services payable to the Firm under the Agreement.

1.7 "Disbursements" means costs and out of pocket expenses incurred and recoverable by the Firm from the Client.

1.8 "Services" means the services to be provided by the Firm to the Client described in the Instruction or as subsequently agreed between the Client and the Firm.

1.9 "Property" means the property or properties that are subject to the Firm's Services as detailed in the Instruction.

2. CARE AND DILIGENCE

2.1 The Agreement is formed upon either (i) the Client signing and returning the Instruction to the Firm, or (ii) the Client otherwise indicating to the Firm its agreement to the Instruction (after the Firm's submission of it) and the Firm emailing the Client to accept their order, whereupon, in either case, a contract shall be formed between the Client and the Firm upon the terms of these Conditions and the Instruction. These Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Firm shall use reasonable endeavours to meet any performance dates specified in the Instruction or otherwise proposed, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

2.3 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by the Client) shall be owned by the Firm.

2.4 The Client shall:

2.4.1 ensure that the terms of the Instruction are complete and accurate;

2.4.2 co-operate with the Firm in all matters relating to the Services;

2.4.3 provide the Firm, its employees, agents, consultants and subcontractors, with access to the Property and other facilities as reasonably required by the Firm to provide the Services;

2.4.4 provide the Firm with such information and materials as the Firm may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

2.4.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

2.5 The Firm will exercise reasonable skill, care and diligence in the performance of the Services but accepts no responsibility whatsoever to any parties other than the Client.

2.6 The Client acknowledges and agrees that none of the Firm's employees, officers or consultants individually has a contract with the Client or owes a duty of care or personal responsibility to the Client. The Client agrees they will not bring any claim against any such individuals personally in connection with the Services.

3. FEES

3.1 The Fees may be a fixed fee, or a fixed fee plus a performance related fee, or may be charged on a day-rate or hourly rate or other 'time and materials' basis. Details will be set out in the Instruction.

3.2 The Fee and any Disbursements together with any VAT (at the prevailing rate) on such amounts shall become due and payable by the Client to the Firm within 30 days of the issue of a valid VAT invoice for such amounts. The Client will pay to the Firm the agreed Fee plus VAT plus any disbursements without any deduction or set–off, in full cleared funds and in £ sterling.

3.3 The Firm may (at its discretion) request that the Client provide payment on account in respect of fees and expenses either at the outset or during the course of the Agreement. The Firm reserves the right to cease to act further, where requests for payment on account are not met.

3.4 Where the Firm charges by reference to a day-rate or hourly rate or other 'time and materials' basis, the Firm reserves the right to increase the Fees on an annual basis with effect from each anniversary of the commencement of the Agreement in line with either (at its discretion) any increase in the Firms' standard charge-out rates, or the percentage increase in the Retail Prices Index in the preceding 12-month period. The first such increase shall take effect on the first anniversary of the commencement of the Agreement (and, where the increase is based on the Retail Prices Index, shall be based on the latest available figure for the percentage increase in the Retail Prices Index).

3.5 If the Client fails to make a payment of any VAT invoice due to the Firm under the Agreement by the due date, then, without limiting the Firm's remedies, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, at the applicable rate from time to time under the Late Payment of Commercial Debts (Interest) Act 1998 (the "Act"). The Firm may also charge costs due to it under the Act.

3.6 Any further Services (beyond those set out in the Instruction) that the parties agree the Firm will provide, shall be provided upon these Conditions subject to the Fees set out herein or at the Firm's standard charges for such work from time to time unless otherwise agreed between the parties.

3.7 Except where Disbursements are included within the Fee, they will be charged as agreed in the Instruction, itemised and added to all invoices. Statutory fees which the Firm agrees to pay on behalf of the Client will be reimbursed by the Client to the Firm at cost.

4. SPECIFIC PAYMENT TERMS

4.1 Notwithstanding clause 3 above, where the Firm is providing a Professional Consultancy Certificate to the Client (the "Certificate"), the Firm reserves the right not to issue the Certificate to the Client until the final Fees have been paid.

4.2 Disbursements may include travel expenses. Any Disbursements to be charged to (and which will be paid for by) the Client, will be set out in the Instruction.

5. TERMINATION OF INSTRUCTIONS

5.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party (the "Breaching Party") if:

5.1.1 the Breaching Party commits a material breach of any term of this Agreement which, in the case of a breach capable of being remedied, shall not have been remedied within fourteen (14) days of a written request to do so from the non-breaching party; or

5.1.2 the Breaching Party convenes a meeting of its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of its creditors; or

5.1.3 an order is made by a court of competent jurisdiction or a resolution is passed for the dissolution, winding-up or administration of the Breaching Party (other than due to a solvent restructuring); or

5.1.4 if a trustee, receiver, administrator or other similar officer is appointed in respect of all or any part of the Breaching Party's business; or

5.1.5 the Breaching Party is or becomes unable to pay its debts within the meaning of s.123 of the Insolvency Act 1986.

5.2 The Firm reserves the right to terminate the Agreement at its absolute discretion if requests for information and documentation are not provided within a reasonable time; if requests for payments of monies on account of expenses and/or costs are not met within a reasonable period of the request; if payment of invoices are not met when requested and delivered under the terms detailed in this Agreement; or if the Firm believes that the Client has supplied false, misleading or inaccurate information in the conduct of the matter.

5.3 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if the Client is a consumer (as defined therein) and if initial instructions were not received face to face, the Client has the right to cancel the Agreement within fourteen (14) days after the day the Firm emails the Client to confirm that the Agreement is formed. However, once the Firm has completed the Services, the Client cannot cancel the Agreement, even if the period is still running. If the Client cancels after the Firm has started the Services, the Client must pay the Firm for the Services provided up until the time the Client tells the Firm that they wish to cancel the Agreement.

5.4 To exercise their right to cancel under clause 5.3, the Client must inform the Firm by a clear statement (e.g. a letter sent by post or email). To meet the cancellation deadline it is sufficient for the Client to send their communication before the fourteen (14) day cancellation period has expired.

5.5 Where the Agreement is cancelled under clause 5.3, the Firm shall reimburse the Client for any payments received by them without undue delay and no later than fourteen (14) days after the day that the Firm was informed

about the Client's decision to cancel the Agreement. The Firm shall make the reimbursement using the same means of payment as used in the initial transaction, unless expressly agreed otherwise with the Client.

6. CONFIDENTIALITY

6.1 Neither party shall disclose any confidential information relating to the affairs, business, customers or clients of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent except to those of its employees, officers, representatives and/or advisors who need to know the information for the purposes of carrying out that party's obligations under this Agreement (except where that party is compelled to disclose such information by law).

6.2 Any report the Firm provides is confidential to and for the use only of the addressees of the report but the addressees may disclose the report on a non-reliance and without liability basis to their directors, officers, employees and professional advisors provided the relevant addressee procures any person to whom the Firm's report is disclosed pursuant to this paragraph keeps the report confidential and does not disclose it to any other party.

7. SUBCONTRACTING

7.1 The Firm may subcontract the provision of any Services provided that the Firm will retain responsibility to the Client for the provision of those Services.

8. MONEY LAUNDERING

8.1 The Client agrees to provide the Firm with any information reasonably required to enable the Firm to comply with any applicable laws relating to money laundering and the Firm's internal compliance policies relating to the same.

8.2 The Client also permits the Firm to undertake searches on their directors and beneficial owners as is required to enable the Firm to comply with applicable laws.

8.3 The Client agrees the Firm may retain such information and documentation for these purposes and make searches of appropriate databases electronically.

9. EXTENT OF INVESTIGATIONS / INFORMATION TO BE RELIED UPON

9.1 The Firm will carry out an inspection of the Property and/or investigations to the extent necessary to undertake the Services to be provided. The Firm will not inspect the woodwork and other parts of the structures which are covered, unexposed or inaccessible.

9.2 To the extent that the Client has provided the Firm with information and/or instructed the Firm to obtain information from a third party, the Client agrees that the Firm can safely rely upon the accuracy, completeness and consistency of this information (and shall not be liable as a result of doing so).

10. HEALTH AND SAFETY

10.1 If the Firm undertakes physical inspections of the Property, the Client shall or shall take all reasonable steps to procure that the owner and/or the occupier of the Property ensures the Property is safe to visit, provides the Firm with relevant Health and Safety Policies and arranges for any site visits to the Property to be hosted by a representative of the owner/occupier of the Property. If in the Firm's

reasonable opinion the Property is not suitable or safe for the Firm's staff or representatives to access, the Firm shall charge the Client (and the Client shall pay, at the Firm's standard rates from time to time) for the wasted visit to the Property, and (without prejudice to the Firm's other remedies) the Client shall ensure that the Property is suitable and safe for the Firm's staff to access/visit it, for the next arranged visit to the said Property.

11. COMPLAINTS PROCEDURE

11.1 The Firm is regulated by the Royal Institution of Chartered Surveyors and the Firm operates an approved complaints handling procedure. A copy of this procedure can be made available upon request.

12. DATA PROTECTION

12.1 The following definitions apply in this clause 12:

12.1.1 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach**, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

12.1.2 **Data Protection Legislation**: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

12.1.3 **Domestic Law**: the law of the United Kingdom or a part of the United Kingdom.

12.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

12.3 The parties acknowledge that for the purposes of the Data Protection Legislation, (i) in respect of personal data of or relating to the Client (including individual employees, agents or officers of the Client) acquired by the Firm for the purposes of the Services, the Firm is the Data Controller and will handle and process that personal data in accordance with the Firm's privacy policy available on its website at [www.jc-robinson.co.uk], and (ii) in respect of third party personal data provided by the Client to the Firm for the purposes of the Services ("**Third Party Personal Data**") the Client is the Data Controller and the Firm is the Data Processor.

12.4 Without prejudice to the generality of clause 12.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of relevant Personal Data (including without limitation the Third Party Personal Data) to the Firm for the duration and purposes of the Agreement.

12.5 Without prejudice to the generality of clause 12.2, the Firm shall, in relation to any Third Party Personal Data processed in connection with the performance by the Firm of the Services:

12.5.1 process that Third Party Personal Data only on the written instructions of the Client unless the Firm is required by

Domestic Law to otherwise process Third Party Personal Data. Where the Firm is relying on Domestic Law as the basis for processing Third Party Personal Data, the Firm shall promptly notify the Client of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Firm from so notifying the Client;

12.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Third Party Personal Data and against accidental loss or destruction of, or damage to, Third Party Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

12.5.3 ensure that all personnel who have access to and/or process Third Party Personal Data are obliged to keep it confidential;

12.5.4 have the right to appoint processors to process Third Party Personal Data, provided that the Firm:

12.5.4.1 shall ensure that the terms on which it appoints such processors comply with the Data Protection Legislation, and are consistent with the obligations imposed on the Firm in this clause 12;

12.5.4.2 shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Firm; and

12.5.4.3 shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to the Firm's reasonable satisfaction, that the objection is due to an actual or likely breach of the Data Protection Legislation, the Client shall indemnify the Firm for any losses, damages, costs (including legal fees) and expenses suffered by the Firm in accommodating the objection;

12.5.5 transfer Third Party Personal Data outside of the UK as required, provided that the Firm shall ensure that all such transfers are effected in accordance with the Data Protection Legislation;

12.5.6 assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

12.5.7 notify the Client without undue delay on becoming aware of a Third Party Personal Data breach;

12.5.8 at the written direction of the Client, delete or return Third Party Personal Data and copies thereof to the Client on termination of the Agreement unless required by Domestic Law to store the Third Party Personal Data; and

12.5.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 12.

12.6 Either party may, at any time on not less than 30 days' notice, revise this clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Agreement).

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement and any non-contractual obligations arising in connection with it are governed by and construed in accordance with English Law and the parties agree to submit any dispute to the exclusive jurisdiction of the English Courts.

14. CONFLICTS OF INTEREST

14.1 In accordance with the Rules of Conduct of the Royal Institution of Chartered Surveyors, the Firm has procedures to identify situations where a specific conflict of interest or potential conflict of interest may arise.

14.2 If the Firm becomes aware of any conflict of interest affecting the provision the Services, the Firm will notify the Client as soon as reasonably practicable and shall endeavour to agree with the Client how to deal with the conflict.

15. PROFESSIONAL INDEMNITY AND INSURANCE

15.1 The Firm maintains Professional Indemnity Insurance and will use all reasonable endeavours to maintain such insurance for the duration of this Agreement.

15.2 Information concerning the Firm's Professional Indemnity Insurance will be supplied upon request.

16. LIMITATION OF LIABILITY

16.1 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:

16.1.1 death or personal injury caused by negligence;

16.1.2 fraud or fraudulent misrepresentation; and

16.1.3 any other liability that cannot be lawfully excluded.

16.2 Subject to clause 16.1, the Firm's total liability to the Client shall not exceed:

16.2.1 In respect of any liability covered by the Firm's professional inde insurance policy, the sum of £2 million;

16.2.2 In respect of any other liability, a sum equal to 100% of the total Fees payable by the Client in respect of the Services.

16.3 The Firm's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement.

16.4 Subject to clause 16.1, the Firm shall not be liable for:

16.4.1 Loss of profits

16.4.2 Loss of sales or business.

16.4.3 Loss of agreements or Agreements.

16.4.4 Loss of anticipated savings.

16.4.5 Loss of use or corruption of software, data or information.

16.4.6 Loss of or damage to goodwill.

16.4.7 Indirect or consequential loss (including without limitation any increases in Council Tax or the Community Infrastructure Levy incurred by the Client as a result of the Services).

16.5 This clause 16 shall survive termination of the Agreement.