

1. Terms

- 1.1. In these Conditions Harrison Clarke Limited is referred to as "we", "us" or "our" and the client to whom we contract to supply services is referred to as "you" and "your".
- 1.2. Our responsibility is solely to you and we will perform our services with all reasonable care and skill and will always act in good faith.
- 1.3. Your contract is with Harrison Clarke Limited. No Harrison Clarke Limited director, employee or consultant contracts with you directly or assumes legal responsibility to you personally in respect of work performed on behalf of Harrison Clarke Limited. All correspondence and other outputs sent to you in the course of our appointment with you shall for all purposes be treated as having been sent on behalf of Harrison Clarke Limited.
- 1.4. Our services and fees are as stated in our initial fee proposal to you, or as superseded by any subsequent communication.
- 1.5. The terms of our appointment are binding between you and us and may only be varied if mutually agreed in writing with you and accepted in writing by your authorised signatory and one of our Directors or Associate Directors who has signed our letter of appointment. Email correspondence can stand in for written signed communication as appropriate.

2. Charges and Expenses

- 2.1. If there is a material change in the scope of our instructions, we will agree with you, in writing, an additional or alternative fee arrangement.
- 2.2. All fees quoted in our letter of appointment are exclusive of VAT, which will be charged at the applicable rate. VAT shall also be payable by you on disbursements and other amounts due, where applicable.
- 2.3. In the event of our appointment being terminated for whatever cause, we reserve the right to charge for the work carried out (even if incomplete) in accordance with the fee basis agreed for the appointment or any subsequent agreed variations to the terms of our appointment.
- 2.4. Any fee quotations provided will remain open for acceptance for 14 days from the date they are sent. We reserve the right to amend our fee structure if instructed after this period.
- 2.5. Where our fees relate to provision of fixed fee reports, we must receive payment in full prior to issuing our report or discussing our findings.

3. Payment

- 3.1. Our invoices are due for payment upon receipt by you.
- 3.2. We reserve the right to charge interest calculated on a daily basis from the 31st day following the date of the invoice at the rate of 5% per month interest and to charge any reasonable debt collection costs incurred by us in the recovery of any outstanding payments that are properly due by you to us.

4. Complaints Procedure

- 4.1. In the event that you feel that we are falling short of the high standards that we set ourselves in the services we provide, please do let us know. Our Complaints Procedure involves a full investigation of any complaints that we receive and has been designed to comply with the Royal Institution of Chartered Surveyors ("RICS") Rules of Conduct. A written copy of our Complaints Procedure will be made available upon request.

5. Liability

- 5.1. All information that has been or will be supplied to us by you or your representatives has been or will be accepted as being correct unless otherwise stated.
- 5.2. Nothing in this appointment shall exclude or limit a party's liability for death or personal injury caused by that party's negligence, or for fraudulent misrepresentation.
- 5.3. Neither party to the appointment shall be liable to the other party for any indirect, special or consequential loss or damage howsoever caused, whether in contract, tort, negligence or otherwise.
- 5.4. A party shall not be liable to the other party for any failure or delay in performance of its obligations under this appointment where such failure or delay is due to reasons outside its reasonable control.

- 5.5. Subject to condition 5.6 below, our maximum liability (in contract, tort, negligence or otherwise) to you howsoever arising in relation to any property to which the appointment relates, shall in no circumstances exceed 25% of the value (on the basis identified in the appointment or if no basis is expressed Market Value as defined by the RICS) on the date of this instruction of that property.

- 5.6. Our maximum aggregate liability to you arising from, or in relation to, this appointment (in contract, tort, negligence or otherwise) howsoever arising shall not in any circumstances exceed £2 million.

- 5.7. You agree that you will not bring any claim relating to this appointment (in contract, tort, negligence or otherwise) personally against any Harrison Clarke Limited director, employee or consultant.

6. Documents

- 6.1. Unless expressly stated in our letter of appointment, all intellectual property rights in all reports, drawings, accounts and other documentation created, prepared or produced by us in relation to our appointment (including without limitation spreadsheets, databases, electronic mail or any other electronically produced or stored documents) belongs to us.

7. Termination

- 7.1. Our services under the terms of our appointment will terminate when any one of the following events occurs:
 - 7.1.1. The job is finished; or
 - 7.1.2. If you and we consider that it is not in the mutual best interest of the two parties for us to continue to act on your behalf; or
 - 7.1.3. If you do not pay our invoices as they fall due, or we reasonably anticipate that that will be the case; or
 - 7.1.4. If either you or us becomes insolvent, or has a receiver, liquidator, administrator or administrative receiver appointed; or
 - 7.1.5. If either you or us ceases or threatens to cease trading.
 - 7.1.7. If any acts or omissions of clients or their agents result in unreasonable delays.
- 7.2. We reserve the right to charge all time expended on a project at our usual hourly rate on projects where matters are frustrated or delayed through the acts or omissions of our clients or their agents, or upon early termination. Invoices in this respect will be submitted whenever deemed reasonable by us, but will not be sent more frequently than once per calendar month. Any invoices raised in this respect will be subject to our standard payment requirements.

8. General

- 8.1. We do not give legal advice. You should seek legal advice as appropriate from your lawyers. We have no responsibility for the content of any legal advice that is obtained.
- 8.2. We maintain professional indemnity insurance (details available on request).
- 8.3. We comply with the Data Protection Act 2018 in relation to your personal data.
- 8.4. The parties to the appointment shall provide all necessary cooperation to ensure that each party complies with the obligations of the Bribery Act 2010.
- 8.5. All discussions we have with you, advice we give to you and documentation provided by you to us will be kept confidential, unless we agree with you otherwise.
- 8.6. For the purposes of the Contract (Rights of Third Parties) Act 1999, you and we agree that it is not intended for any term of the appointment to be enforceable by any third party who, but for the Act, would not have been entitled to enforce such terms.
- 8.7. If at any time any part of the appointment is held to be or becomes void or otherwise unenforceable for any reason, then that part will be deemed omitted from the appointment. The validity or enforceability of the remaining parts of the appointment shall not in any way be affected or impaired as a result of that omission.
- 8.9. The appointment, and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with English Law and the exclusive jurisdiction of the English Courts.