

TERMS OF ENGAGEMENT

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Introduction

These Terms of Engagement (“Terms”) should be read in conjunction with any relevant Letter of Engagement (“Letter”) agreed between the parties.

Carter Jonas LLP provides property services. In these Terms “Carter Jonas” “us” “we” or “our” means “Carter Jonas LLP” (company registration number OC304417) and where appropriate, any subsidiary or associated companies of firms whose Registered Office is One Chapel Place, London, W1G 0BG.

“Client” or “you” means the individual or organisation referenced in the Letter.

The “Agreement” comprises the following documents:

- the Letter and
- these Terms

In the event of any conflict between the clauses in these documents, the order of preference is as follows:

- the Letter
- these Terms

Acceptance of this Agreement takes place when you countersign the Letter or provide your written confirmation.

It is assumed that whoever instructs Carter Jonas has the authority to do so and we are entitled to rely upon any information provided to us by that individual. Furthermore, where instructions are received on behalf of an organisation, including LLPs, it is assumed that the appropriate officers have been made aware and given their approval.

All services shall be performed by Carter Jonas, or their appointee, only on the basis of this Agreement.

A hard copy of these Terms is available on request.

1. Letter of Engagement and variations

Our services ("Services") are detailed in the Letter. If you disagree with any element of the Services, this must be brought to our attention immediately.

Any party may request changes or variations, but this must be agreed in writing by both parties and may be subject to additional fees or other conditions or requirements.

No variation of this Agreement is binding unless agreed in writing between authorised representatives of Carter Jonas and the Client.

2. Fees and payment terms

Carter Jonas's fees ("Fees") are set out in the Letter. Value added tax ("VAT"), at the prevailing rate, shall be payable on all Fees and any other such sums due to Carter Jonas under this Agreement, unless otherwise stated in the Letter.

The fees and expenses due to Carter Jonas under the terms of this Agreement shall be payable by you. Non-payment of our fees, approved expenses or any other payments due to us from you will constitute a material breach of this Agreement. Any holding group and associated or parent companies / firms of the Client organisation will also be liable for the non-payment of all payments due to us as set out in the Agreement.

Where Carter Jonas receive and act upon an implied instruction, either verbally or by email, all Fees and payment terms set out in the Agreement will apply.

Disputed debt and late payment

A debt is disputed where you believe that the debt in whole or in part is not owed.

Our invoices clearly state that disputed debts must be notified to us within 14 days of receipt of the invoice by email to creditcontrol@carterjonas.co.uk or in writing to Carter Jonas Credit Control, 43 Priestgate, Peterborough. PE1 1AR.

Carter Jonas reserves the right to charge you interest both before and after any judgment on any unpaid invoice at the rate of 3% per month over the base rate of The Bank of England from the date payment becomes due until payment is made in accordance with the Agreement. Additionally, under the Late Payment of Commercial Debts (Interest) Act 1998 we reserve the right to claim interest and compensation for debt recovery costs on overdue amounts.

Concerns relating to provision of service by Carter Jonas or other related matters should be raised in accordance with the section of this contract titled "Complaints procedure and dispute resolution".

3. Cyber Crime and Illegal Scams

Cybercrime is criminal activity that either targets or uses a computer, a computer network or a networked device. The National Cyber Security Centre (<https://www.ncsc.gov.uk/>) is an excellent source of information on the types of threats and the preventative actions we can all take to protect ourselves.

Cybercrime and hacking are carried out by individuals or organisations, often using advanced techniques and skills, to make money illegally. Examples of this would include email and internet fraud including intercepting emails or stealing data from emails; identity fraud; and theft of financial or card payment data.

Malware attacks and phishing are increasingly common examples of cybercrime. A malware attack is where a computer system or network is infected with a computer virus or malware. A phishing attack is where spam emails are issued that are designed to trick individuals into doing something that undermines their security or that of the organisation they work for.

Carter Jonas takes system and cyber security very seriously and has both ISO 27001 and Cyber Essentials Plus accreditation. We have processes and procedures in place to protect our systems and the data we manage. We encourage all our clients to be similarly vigilant since we cannot accept liability for any losses arising if you fall victim to cybercrime or an illegal scam.

We will never email you to amend our banking details. If you receive an email purporting to be from Carter Jonas asking for payment to an account, you do not recognise or requesting that you click on a link to change your personal details it is highly unlikely to be genuine. Please contact us immediately to check whether it is genuine before you act. It is your responsibility to ensure that emails and attachments are virus free, and that you do not send any money or personal or banking information without first confirming the recipient's identity.

To ensure your security we will not accept changes to your bank details by telephone or email. If you wish to notify us of a change to your bank details to those originally provided, please note that we will contact you to verify this and will require additional documentation and/or confirmation before this can be actioned. You should also be aware that in most instances we are unable to make payments to bank accounts that are unconnected to you or the organisation you work for.

4. Payments on account

During the course of an instruction, we may raise an invoice for payment on account for fees, expenses and other charges incurred up to that point which will be subject to our standard payment terms. Monies paid on account which are not subsequently required for fees, expenses and other charges will be refunded to you within 28 days of the end of the instruction.

5. Expenses and Third-Party Services

Our standard expenses will be charged at the rates shown below:

- Photocopying / Telephone calls / Postage - 5% of total fees.
- Mileage - £0.65 per mile.

Where we instruct third party services on your behalf, including independent advisors, contractors, suppliers, and other service providers, they will be advised to raise associated invoices in your name, and you will be responsible for settling these amounts directly.

If Carter Jonas is required to instruct and manage a third-party advisor or specialist contractor on your behalf, we will charge an administration fee of 7% of the net cost in addition to the third-party fee due, unless otherwise agreed in writing.

Where a service requires payment in advance, such as a planning application, we may request funds from you to cover this cost before proceeding on your behalf.

6. Early termination

Unless otherwise agreed in the Letter of Engagement, in the event the instruction is terminated early, you will be liable for all fees, expenses and other charges incurred up to the point of termination in line with our standard hourly charges or calculated as a pro-rata charge based on the agreed fee, as appropriate, plus VAT as applicable. This does not affect your right to cancel.

7. Conflicts of Interest

Carter Jonas has procedures in place to ensure that appropriate conflicts of interest checks are carried out on every instruction so that any conflicts, or potential conflicts, can be identified and addressed with you as soon as possible.

Carter Jonas and the Client confirm that they are not aware of any personal family or business relationship which exists between the Client, Carter Jonas or any persons/business associated with Carter Jonas that has not otherwise been disclosed. Should you become aware of an actual or potential conflict please bring it to our attention as soon as possible.

8. What we expect from you

You warrant that to the best of your knowledge, all information provided by you and/or your advisors is correct.

You must advise Carter Jonas of all material facts relevant to us acting as agent and you must advise us of any unusual or onerous encumbrances, restrictions, including planning restrictions, easements, outgoings, tenure, tenancies, conditions attaching to the property and other relevant matters. We shall, unless otherwise expressly agreed, rely upon all information and data provided to us by you or your legal or other professional advisors.

Our advice is made on the condition that there have been no matters undisclosed which could materially affect our opinion. You also agree to notify Carter Jonas as soon as you become aware of any inaccuracy or change in circumstances during the Agreement which might affect the accuracy of any statement.

Where we are marketing a property for you, under The Consumer Protection from Unfair Trading Regulations (2008) and the Business Protection from Misleading Marketing Regulations Consumer Protection Regulations (2008), we are responsible for any incorrect, incomplete or misleading information distributed in connection with the Property. You warrant that that all information provided directly or you or your professional advisors regarding the Property is complete and correct. Furthermore, you confirm that there are no other material facts known to you relating to the Property which may be relevant to Carter Jonas in carrying out the instructions as agreed. Where appropriate, you undertake to indemnify Carter Jonas and to keep us indemnified against any losses, damage, costs and expenses (including legal fees) arising out of, or by virtue of, your instructions to us and any other losses, damages, costs and expenses by virtue of default or negligence of Carter Jonas arising from misinformation supplied by you.

9. Third party information

Where we supply information to you which has been received from a third party including but not limited to suppliers, landlords and other agents, then, unless otherwise stated by us, we shall have no liability in relation to such information. We will act at all times in good faith in our provision of the Services but do not accept any liability for the services of any third party introduced to you or for the information they may provide. Any introductions are made on a purely voluntary basis and do not form part of the Services. No warranty or representation is given or made in respect of any third party or the quality of the services offered by them.

Where we instruct a third party on your behalf you will be liable to pay their fees directly as stated in clause 5 above.

10. Confidentiality

Both the Client and Carter Jonas shall during the term of this Agreement and thereafter, keep confidential all information (including but not limited to trade secrets, drawings, specifications, documents, design materials, user guides and other data, and any information reasonably regarded as confidential by the parties) ("Confidential Information") which may become known and which relates to the other, unless that information is public knowledge or already known to the relevant party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party.

Neither you nor Carter Jonas shall, without the prior written consent of the other, use such Confidential Information for any other purpose or disclose it to any third party (except its professional advisors or as may

be required by any law or any legal or regulatory authority). This obligation extends to include all Partners, employees, directors and officers of both you and Carter Jonas and any associated Group companies and ultimate beneficial owners.

Neither the Client nor Carter Jonas shall make any public announcement disclosing the particulars of this Agreement without the prior written consent of the other, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

If you receive a request for information under current UK data protection regulations which impacts, or may potentially impact on, Carter Jonas you must notify us promptly in writing by email to compliance@carterjonas.co.uk and we will agree with you what disclosures are appropriate to ensure that confidential and/or commercially sensitive information is protected where necessary.

Carter Jonas is also obliged to cooperate with any Freedom of Information Act (FOI) requests it may receive from public bodies or other local authorities. In this instance, where a FOI request is made and involved information relating to you or your company, we will let you know of such request prior to making any such disclosure and agree with you which disclosures can be made.

11. Duty of care and third-party rights

Unless otherwise stated in the Letter the Services provided by us are for your benefit only and may not be relied upon by any third party. Our duty of care is to you as our Client and does not extend to any third party unless specifically agreed and clearly stated in the Letter. A person who is not party to this Agreement shall not have any rights under or in connection with it pursuant to the Contract (Rights of Third Parties) Act 1999.

Carter Jonas will, in the performance of the Services including any additional services instructed under the agreement, exercise and continue to exercise all the reasonable skill, care and diligence to be expected of a properly qualified and competent advisor, experienced in carrying out services similar to the Services in respect of projects of a similar size, scope, value, character and complexity.

12. Intellectual property

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 Carter Jonas. Carter Jonas grants to the Client a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use materials (as may be specified by Carter Jonas) that are created by Carter Jonas in connection with its provision of the Services, solely for internal, non-commercial purposes, for the term of the Agreement. The parties shall agree which materials are subject to this licence in advance of such use.

The Client grants to Carter Jonas a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to Carter Jonas for the term of the Agreement for the purpose of providing the Services to the Client.

13. Ownership of documents

We follow best practice as set out in the RICS regulation on the ownership of files. Unless otherwise agreed in the Letter, where we are acting as your agent, all documents produced by us or received from third parties during our appointment belong to you. Where we are providing a service and acting as a principal you will be entitled to own all documentation relating to the Services as defined in the Letter. For the avoidance of doubt, unless otherwise agreed in writing, the intellectual property rights contained within all files will remain vested in Carter Jonas as outlined above.

In the event of non-payment of the agreed Fee we reserve the right to retain documents which may otherwise belong to you until such times as settlement is agreed on any outstanding sum due to us.

14. Document retention and disposal of files

We will retain files either in hard copy or soft copy for as long as we are legally required to do so or for a period otherwise agreed with you. On completion of a matter paper files will generally be placed in secure storage. At your request we will return documents to you otherwise we reserve the right to destroy files without further reference to you at the end of the retention period.

15. Health and safety

You are responsible for all health and safety and environmental obligations in accordance with all applicable laws and regulations which may impact directly or indirectly on the appointment of Carter Jonas, in so far as they may apply to the services provided by Carter Jonas.

16. Regulation

Carter Jonas is regulated by the Royal Institution of Chartered Surveyors ("RICS") and is also authorised and regulated by the Financial Conduct Authority ("FCA") for the purposes of credit broking and insurance mediation activities.

17. Client Monies

Money received on behalf of the Client will be held in a designated client account. Our client bank accounts are managed in accordance with the RICS regulations and are subject to annual audit.

18. Right to cancel

Business Users

If the Client is a company or is acting in the course of a trade or profession, you shall have no right to cancel this Agreement, except as those expressly prescribed in the Letter. Carter Jonas may, in its sole discretion, enter into good faith discussions with you regarding the cancellation of this Agreement.

Consumers

If you are receiving Services from us as a consumer (i.e. for personal, private reasons) you have a right to cancel within 14 working days ("Cancellation Period"), from the date of this Agreement without giving any reason.

Notice of you exercising your right to cancel must be made before the end of the Cancellation Period either by email to or in writing to the Carter Jonas office managing this Agreement.

If you cancel this Agreement, you shall pay us an amount representing Carter Jonas' expenses as well as the proportion of the Services performed up until the date of cancellation or as otherwise outlined in the Letter.

Carter Jonas's right to cancel

Carter Jonas may terminate this Agreement by giving you 14 working days' notice without giving any reason.

19. Limitation of liability

Carter Jonas maintains Professional Indemnity Insurance in accordance with the RICS Regulations.

Carter Jonas's total liability to the Client in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement (except for those liabilities which cannot legally be limited) shall not exceed £5 million unless otherwise specified in the Letter.

Carter Jonas's total liability for any loss or damage to the Client's property, including but not limited to physical assets owned by the Client, is limited to £500,000 unless otherwise specified in the Letter.

Further limitations on liability for all other losses or damage may apply and will be defined in the Letter.

Carter Jonas shall not be liable for any indirect or consequential loss including loss of income, loss of revenue, loss of profit, loss of business, loss of anticipated savings or loss of data.

Nothing in this Agreement shall exclude or limit in any way our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by law.

20. Fire safety and related advice

Carter Jonas will provide no advice or make any recommendation or representation as to the combustibility or compliance (or otherwise) with fire safety regulations of any external cladding systems, glazing, doors, external wall system and/or internal wall system (including insulation and fire breaks) of any building or structure, including for the avoidance of doubt whether any such systems or building or structure complies with The Building Regulations for England & Wales 2010, Building (Scotland) Regulations 2004 or The Building Regulations (Northern Ireland) 2012 or any re-enactment thereof.

If and to the extent that any such advice is required by the Client, then the Client will be required to directly engage an appropriate specialist third party consultant, and the Client acknowledges that it will exclusively rely on the advice of such specialist third party consultant in respect of such matters. Where Carter Jonas has agreed to procure such advice for the benefit of the Client, at the Client's request, through the engagement of an appropriate specialist third party consultant, the advice of the specialist third party consultant is deemed to be provided directly to the Client, and the Client acknowledges that it will exclusively rely on the advice of such specialist third party consultant.

21. Anti-corruption

Carter Jonas complies with all relevant UK legislation and regulation relating to anti-bribery and anti-corruption and has procedures in place to ensure compliance with the requirements.

Carter Jonas complies with all applicable anti-slavery and human trafficking laws and regulations

22. Equality and diversity

Carter Jonas is committed to ensuring that it does not discriminate in any way on the grounds of sex, marital status, age, sexual orientation, disability, race, colour, religion, nationality or ethnicity and undertakes to comply with all applicable current UK legislation and regulation in this regard.

23. Money laundering regulations

Carter Jonas complies with all anti money laundering legislation in the UK. Where we are required by law to confirm the identity of our clients, we use a third-party electronic verification system, and you may be asked for evidence of your identity to enable these checks to be completed. We will be unable to proceed with the Agreement until this obligation has been met.

24. Assignment

You shall not be entitled to assign, sub-contract or otherwise dispose of your rights or obligations under this Agreement without our prior written consent (not to be unreasonably withheld or delayed).

25. Non-waiver

Any failure by us to insist upon the strict performance of any of the terms of this Agreement will not be deemed a waiver of any right of Carter Jonas to insist upon the strict performance of the Terms or exercise any of our rights or remedies.

26. Severability

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall to that extent be deemed not to form part of the Agreement, but that shall not affect the validity and enforceability of the remainder of the Agreement.

27. Entire agreement

This Agreement constitutes the entire agreement between the parties.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

28. Complaints procedure and dispute resolution

Carter Jonas is regulated by the RICS and is registered with relevant ombudsman services. A copy of the Carter Jonas Complaints Procedure is available on the website or can be requested by emailing compliance@carterjonas.co.uk. For the avoidance of doubt, all fees raised including any disputed sums will remain due unless otherwise confirmed in writing by Carter Jonas.

29. Applicable laws

This Agreement and any dispute or claim (including non-contractual disputes, claims or obligations) arising out of or in connection with it are subject to English Law. Both parties submit to the exclusive jurisdiction of the English Courts.

30. Data protection

The terms “Controller”, “Data Subject”, “Processor”, “Processing” and “Personal Data” have the meaning set out in the current Data Protection Legislation in relation to data that are processed under this Agreement.

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to the General Data Protection Regulation ((EU) 2016/679) (the **GDPR**); the UK GDPR (as such term is defined in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) (such legislation being referred to as the UK GDPR), the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), along with any associated guidance and Codes of Practice, in each case as may be amended, updated or supplemented from time to time.

To the extent that either party acts in its capacity as a Controller, the parties shall:

- ensure that they have a legal basis (or a “processing condition” as referred to in Data Protection Legislation) to process any relevant shared Personal Data;
- in respect of the relevant shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to the Data Subjects for them to understand what of their Personal Data the disclosing party is sharing with the receiving party, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the receiving party or a clear description of the type of organisation that will receive the Personal Data;

- undertake to inform the Data Subjects, in accordance with Data Protection Legislation, of the purposes for which the party will Process Personal Data and provide all of the information necessary to ensure that the Data Subjects understand how their Personal Data will be processed by the receiving party;
- not retain or process the shared Personal Data for longer than is necessary to carry out the relevant purpose ("Purpose") and delete the relevant Personal Data when the Purpose is complete;
- notify the other party as soon as reasonably practicable after becoming aware of a Security Breach (even if such breach has not yet been fully investigated); and (where applicable) handle any Security Breach, in an expeditious and compliant manner.

To the extent that Carter Jonas acts as a Processor, Carter Jonas shall in particular:

- process the Personal Data only to the extent necessary for the purpose of providing the Services and in accordance with any written instructions from the Client and this paragraph;
- implement and maintain appropriate technical and organisational measures in accordance with the relevant data protection legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
- ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;
- not engage any third party to carry out its Processing obligations under this Agreement without letting the Client know and ensuring that such third parties will be subject to Processing obligations equivalent to those set out in this paragraph;
- as soon as reasonably possible and without undue delay notify the Client about any request (including subject access request) or complaint received from Data Subjects without responding to that request (unless authorised to do so by the Client) and assist the Client by technical and organisational measures, insofar as possible, for the fulfilment of the Client's obligations in respect of such requests and complaints;
- notify the Client without undue delay as soon as it becomes aware of any breach in data security.
- maintain appropriate records and information in compliance with Data Protection Legislation and on request by the Client make available such records and information necessary to demonstrate Carter Jonas's compliance with these provisions; and
- on termination or expiry of this Agreement, destroy or return (as the Client directs) all Personal Data in its power, possession or control and delete all existing copies of such data except to the extent Carter Jonas is required to retain a copy the Personal Data by law;
- We will include your details on our client management database, and we may use this to send you items of interest from time to time. If you wish to amend or request that we delete the data we hold please email datamanagement@carterjonas.co.uk. You hereby consent to Carter Jonas transferring the relevant Personal Data outside of the European Economic Area, provided that the following conditions are fulfilled:
 - You or Carter Jonas have provided appropriate safeguards in relation to the transfer;
 - The Data Subject has enforceable rights and effective legal remedies;
 - Carter Jonas complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - Carter Jonas complies with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data.