SUSSEX SURVEYORS LLP STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

All Instructions

1. To the best of our knowledge, we confirm that we have had no previous material involvement with this property or with you, our client. We will consult you if we become aware of any new instructions which may conflict with this matter. Any advice given by us in the course of our engagement and within our reports is only for the client's benefit alone so it may not be relied upon by a third party or disclosed without our previous consent. Any third party using our report is deemed to have accepted we have no liability to them.

2. We will use reasonable skill and care in the provision of our Services. Notwithstanding anything to the contrary contained in these Terms and Conditions, we shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of our profession.

3. Our aggregate liability arising out of, or in connection with any work we do, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed £500,000. This clause shall not exclude or limit our liability for actual fraud and shall not limit our liability for death or personal injury caused by our negligence. By not cancelling this instruction you confirm this is acceptable to you. None of our employees, partners or consultants individually has a contract with you or owes you a duty of care or personal responsibility. By not cancelling this instruction you confirm that you will not bring any claim against any such individuals personally in connection with our services.

4. Our liability under or in connection with these Terms and Conditions whether in contract or in tort, in negligence, for breach of statutory duty or otherwise in respect of any claim or series of claims shall not exceed the amount, if any, recoverable by us by way of indemnity against the claim or claims in question under professional indemnity insurance taken out by us and in force at the time that the claims or (if earlier) circumstances are notified to the insurers in question.

5. If you suffer loss as a result of our breach of contract or negligence, our liability shall be limited to a just and equitable proportion of your loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of a shortfall in recovery from any other party.

6. Our quoted fee includes reasonable time and resources in arranging the inspection, one visit to the property, taking necessary details and carrying out required investigations to be able to provide you with a written Report. You will appreciate that we have to preserve our position if necessary, attention is needed beyond the scope of instructions and we will of course advise you straight away if that becomes the case. **Our fee must be paid before we will release the report. By paying the agreed fee you confirm acceptance to all of the Terms and Conditions outlined herein.**

7. Our bank details, should you require them to pay us, are as follows: -

   Account Number: 21399217
   Sort Code: 40-25-03
   Account name: Sussex Surveyors LLP

   International Payments: -

   IBAN: GB06 HBUK 4025 0321 399217
   SWIFT: MIDLGB2112R

8. Any work outside the fee agreed is charged on time plus VAT and disbursements.

9. If any fee remains unpaid, we may elect without limiting our remedies not to perform any further work, retain custody of our documentation and charge interest on any amount outstanding 14 days after the date on which the invoice is sent to you, at the rate of 8% above HSBC Plc Base Rate from time to time applicable to the prevailing judgment debt rate.

10. Our liability shall be limited to that proportion of loss which it would be just and equitable to require us to pay having regard to the extent of our responsibility for the same and on the basis that those other contractors, consultants and suppliers who were engaged in connection with the project shall be deemed to have provided contractual undertakings on terms no less onerous than these Terms and Conditions to you in respect of the performance of their services and shall be deemed to have paid to you such proportion as it would be just and equitable for them to pay having regard to the extent of their responsibility.

11. Save in respect of personal injury or death, the Client shall look only to us (and not to any of our personnel) for redress if the Client considers that there has been any breach of these Terms and Conditions. The Client agrees not to pursue any claims in contract, tort, or statute (including negligence) against any of our personnel as a result of carrying out our obligations under or in connection with these Terms and Conditions at any time and whether named expressly in this Terms and Conditions or not. For the avoidance of doubt, "personnel" shall include, but not be limited to, directors, partners, employees, and officers.

12. No action or proceedings for any breach of these Terms and Conditions whether in contract or in tort or in delict or in negligence or for breach of statutory duty or otherwise shall be commenced against us after the expiry of 6 years from the date that we last performed our services for you under these Terms and Conditions.

13. You should also note that we will retain your files for a minimum of 6 years. After that period, they may be destroyed without further reference to you. If you request the files after the termination of our retainer and before they have been destroyed, we reserve the right to charge for their retrieval from storage, copying and delivery to you. Our valuation may be subject to routine monitoring under the RICS Conduct/Discipline regulations and please also be advised that the Partners maintain a strict "Complaints Handling" procedure, full details of which can be made available to you upon request.

14. Please be aware that we may have paid a referral fee to someone for this instruction.

15. You need to be aware that if you are instructing us as an individual, in your personal (not business) capacity, you have a right under Consumer Contracts Regulations 2013, to cancel by emailing us, this engagement of our services within two weeks of making the instruction. If you wish to wait this period before we commence work please advise us as soon as possible after reading these Standard Terms and Conditions. By paying the quoted fee you confirm that you understand you have a right to ask us not to start work on your behalf until after a 14-day cancellation period. However, as you have paid the fee you wish us to commence work immediately. As you have requested work to begin on your instruction during the cancellation period, you accept you are liable for any fees, disbursements and applicable VAT that may be charged for work reasonably incurred during that period. In the event that the work is completed during the 14-day cancellation period, you acknowledge you lose the right to cancel.

16. We will only inspect the property for Japanese Knotweed up to 4 metres from the main building. We will not enter any part of the property if we consider it unsafe to do so, e.g., insulation covers ceiling joists in the loft then we do not enter the loft beyond the ladder or immediately around the access hatch.

17. These Standard Terms and Conditions are subject to the law of England and Wales and the parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

18. If any part of these Terms and Conditions are held to be invalid or unenforceable, the remaining terms will continue in full force and effect.

19. We shall have no liability for any use of the Report for any purpose other than that for which it was prepared or provided by us.

20. Nothing in these Terms and Conditions shall confer or purport to confer on any third party any benefit or the right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. Where information relevant to the client is obtained from other sources (i.e., other clients) Sussex Surveyors LLP is under no duty of disclosure other than:
    a. Random inspection of files for audit/accreditation purposes
    b. Disclosure to professional advisers
    c. General reference to project etc. within advertising or promotional or tender material

22. Sussex Surveyors LLP disclaim any liability due to virus transmission etc.

23. Fee set off/withholding is not permitted.

24. Where we are requested to provide Warranties or enter into other Third-Party Agreements and the terms of these documents have not already been agreed, we are prepared to negotiate the terms of such documents and the additional fee, if any, that should be paid to us for entering into them. The Client shall not withhold payment of fees, pending agreement to such documents.

25. We shall not be liable to you as a result of any delay or failure to perform our obligations under these Terms and Conditions as a result of a Force Majeure event. For the purpose of this agreement, a Force Majeure event is an event beyond our reasonable control including but not limited to strikes, lockouts or other industrial disputes, government actions, failure of a utility service, a public or private telecommunications network or a transport network, act of God, war, riot, civil commotion, epidemic or pandemic, malicious damage, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. If the Force Majeure event prevents us from providing the obligations under these Terms and Conditions for more than 8 weeks, we shall, without limiting our other rights or remedies, have the right to terminate these Terms and Conditions immediately by giving written notice to you.