

GENERAL TERMS OF ENGAGEMENT

INTRODUCTION

Place Partnership Limited is a limited company incorporated in England and Wales (registered number 09484378) whose registered office is at Placepro House, Unit 6 Berkeley Business Park, Wainwright Road, Worcester, WR4 9FA and is regulated by the Royal Institution of Chartered Surveyors ("RICS"). Our VAT registration number is: 215 5909 07.

- 1.0 When instructed to advise on a new matter, Place Partnership will normally send a letter confirming the instruction except where a fee bid or tender has been made and accepted (the letter, fee bid or tender are referred to in this document as "the Engagement Letter"). The terms of the Engagement Letter will, together with the terms contained in this document (the "General Terms of Engagement"), apply to the relationship between Place Partnership and its client.
- 2.0 References in these General Terms of Engagement to:
 - "Place Partnership", "we", "us", and "our" are to Place Partnership Limited.
 - "the client", "you" and "your" are to the Company, organisation or person to whom Place Partnership will provide the Services under the Contract.
 - "the Contract" is to the Engagement Letter, the Special Terms of Business for Valuations (if applicable") and these General Terms of Engagement together.
 - "Data Protection Legislation" means (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.
 - "Data Subject" has the meaning given to it in the Data Protection Legislation.
 - "Director" is to a title referring to a Principal of Place Partnership as defined by the RICS definition of "Principal" of a firm.
 - "Personal Data" has the meaning given to it in the Data Protection Legislation.
 - "RICS" is to the Royal Institution of Chartered Surveyors
 - "Services" is to the services that Place Partnership will provide the Client under the Contract.
 - "Special Terms of Business for Valuations" is to any client valuation and/or appraisal services undertaken by Place Partnership.
- 3.0 Place Partnership's General Terms of Engagement are published on its website. Place Partnership reserves the right to vary the terms of its General Terms of Engagement from time to time by publication and/or notification on its website and continued acceptance of services from Place Partnership shall be deemed acceptance of such terms.
- 4.0 Any dates specified in the Contract for performance of the Services by Place Partnership are, unless otherwise stated in the Engagement Letter, intended to be an estimate only and the Client shall not be entitled to terminate the Contract or recover losses incurred as a result of any delay in Place Partnership providing or performing the Services.
- 5.0 If there is any inconsistency between the Engagement Letter and these General Terms of Engagement, the Engagement Letter shall prevail.

- 6.0 The Services, and the fees and expenses to be paid by you, shall be as set out in the Engagement Letter.

INSURANCE AND LIABILITY

- 7.0 Place Partnership shall have and keep in effect professional indemnity insurance for an insured sum that is no less than the minimum sum as from time to time prescribed by RICS in relation to the nature of the Services being performed by Place Partnership under the Contract. Evidence that appropriate professional indemnity insurance has been affected and remains in effect is available on request.
- 8.0 Place Partnership shall provide the Services with reasonable skill, care and diligence and acknowledges that (save as otherwise provided in these General Terms of Engagement) Place Partnership shall be liable to you for losses, damages, costs or expenses ("losses") directly caused by its negligence or willful default.
- 9.0 Place Partnership shall not have liability for: (i) losses where there is no breach of the Contract or of any legal duty owed to the Client by us; (ii) losses that are not a reasonably foreseeable result of any such breach by us; (iii) any increased losses resulting from breach of the Contract by the Client; (iv) any business losses any/or losses to non-consumers.
- 10.0 Place Partnership will not be liable for any losses under any circumstances which are due or in any respect attributable to the provision of false, misleading or incomplete information or documentation by any party other than Place Partnership or losses which are due to any acts or omissions of any person other than Place Partnership or due to any cause beyond Place Partnership's reasonable control.
- 11.0 Place Partnership's liability shall be limited to the maximum amount specified in the Engagement Letter or if no sum is specified, the sum of £5million and Place Partnership shall have no liability for any losses in excess of such sum, save in the event any liability for fraud or such liabilities as cannot lawfully be limited or excluded. For the avoidance of doubt nothing in the Contract shall exclude Place Partnership's liability for death or personal injury caused by its negligence.
- 12.0 By accepting our General Terms of Engagement you are agreeing that Place Partnership alone will provide our Services to you and you agree not to bring any claim whether in contract, tort, under statute or otherwise against any individual Director, employee or consultant of Place Partnership.
- 13.0 If you have agreed a limitation or exclusion of liability with any other person (for example another adviser) in connection with a matter with which we are also advising you, you agree that we will not be liable to you for any amount which we would have been able to recover from that other person by way of indemnity, contribution or otherwise but are unable to recover because you agree, or are treated as having agreed with them any limitation or exclusion of their liability.
- 14.0 If you start any proceedings against us to claim for losses and there is another person who is liable (or potentially liable) to you in respect of the same losses, then you will, if we so request, join them into the proceedings, subject to any legal prohibition against your joining them in that way.

- 15.0 All warranties, conditions and other terms implied by statute or common law are, to the maximum extent permitted by law, excluded from the Contract.
- 16.0 No third party may rely upon the advice or services provided to the Client under the Contract without the prior written consent of Place Partnership. The advice and services provided by Place Partnership will be provided to the Client only and will not be provided to any other party and, to the maximum extent permitted, we will not accept or assume responsibility to anyone other than the Client.

PAYMENT OF FEES

- 17.0 The fees payable by the Client for the Services will be set out in the Engagement Letter and are in all cases quoted exclusive of Value Added Tax (VAT) and disbursements. Unless otherwise stated, disbursements which will be payable by you in certain circumstances as set out in the Engagement Letter and as agreed with you prior to such disbursements being incurred.
- 18.0 Place Partnership shall be entitled to render fee accounts monthly in arrears unless otherwise agreed with you.
- 19.0 Fee accounts will, unless otherwise agreed, be addressed by Place Partnership to you and you will be responsible for their payment, notwithstanding that another party may have agreed to pay or reimburse part or all of the fees or disbursements.
- 20.0 Payment is to be made (including in the case of termination under paragraph 22 below) on receipt of the invoice or fee account by the Client or its solicitor, agent or representative.
- 21.0 All sums payable under the Contract are subject to VAT at the prevailing rate. Place Partnership reserves the right to charge interest, both before and after judgment, at the rate of 3% per annum above the published base rate for NatWest Bank plc accruing on a daily basis from the date which is 30 days after the date of the invoice until payment is made.

TERMINATION OF CONTRACT

- 22.0 Unless provided otherwise in the Engagement Letter, you may terminate the Contract at any time by giving us not less than 3 months' notice in writing.
- 23.0 Place Partnership shall be entitled to terminate the Contract immediately by giving notice in writing in the event that:
- 23.1 You become bankrupt or insolvent, including making a composition or arrangement with your creditors, you become subject to an administrative order, you go into liquidation or your assets are taken over by a third party;
 - 23.2 Place Partnership gives you written notice specifying a breach or breaches of the Contract and you have failed within 30 days of the service of such notice to remedy such breach or breaches;
 - 23.3 Performance or provision of the Service has been suspended for reasons beyond the reasonable control of either party for more than 28 days; or

- 23.4 You fail to give clear or proper instructions, within a reasonable period after being requested in writing by Place Partnership to do so, on how Place Partnership is to proceed, or you give instructions which conflict with the rules of professional conduct applicable to RICS members.
- 24.0 If the Contract is terminated for any reason Place Partnership shall be entitled to payment of fees earned and expenses incurred by Place Partnership for the Services performed up to the date of such termination.

CONFLICTS OF INTEREST CONFIDENTIALITY AND DATA PROTECTION

- 25.0 It is Place Partnership's practice to check for conflicts of interest before accepting instructions. You accept however that Place Partnership provides a range of professional services to clients and that there may be no certainty that all situations where a conflict of interest may arise will be identified. You therefore undertake to notify Place Partnership promptly of any conflict or potential conflict of interest relating to the provision of the Services of which you are, or become aware. Where a conflict or potential conflict is identified by either party and Place Partnership believes that your interests can be properly safeguarded by the implementation of appropriate procedures, Place Partnership will discuss and seek to agree such procedures with you.
- 26.0 Save as agreed with you or as required by law or regulation, professional duty or as is necessary to protect Place Partnership's own legitimate interests, Place Partnership shall not disclose to any other person (except its own advisers) any confidential information relating to you or your business which is provided or obtained during the provision of the Services.
- 27.0 You accept that Place Partnership owes a duty of confidentiality to all of its clients and accordingly that it will not be required to disclose to you, or to use on your behalf, any documents or information in its possession and in respect of which a duty of confidentiality is owed to another client or former client.
- 28.0 Place Partnership and you (each "a Party" and together "the Parties") will comply with all applicable requirements of the Data Protection Legislation. This paragraph 28.0 onwards is in addition to, and does not relieve, remove or replace, each Party's obligations under the Data Protection Legislation.
- 29.0 Without prejudice to the generality of paragraph 28.0, both Parties will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to each other for the duration and purposes of this Contract.
- 30.0 Without prejudice to the generality of paragraph 28.0, the Parties shall, in relation to any Personal Data which may be processed in connection with the performance by them of their obligations under this Contract:
- 30.1 process that Personal Data only on the written instructions of the other Party and only as required for the purpose of the performance of this Contract;
- 30.2 ensure that they have in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or

damage to, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services,

ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by them);

- 30.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 30.4 not transfer any Personal Data outside of the European Economic Area;
 - 30.5 assist the other Party 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;
 - 30.6 notify the other Party without undue delay on becoming aware of a Personal Data breach;
 - 30.7 at the written direction of the other Party, delete or return Personal Data and copies thereof to the other Party on termination of this Contract; and
 - 30.8 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the other Party or their designated auditor.
- 31.0 The Parties do not consent to the other Party appointing any third party processor of Personal Data under this Contract.

RETENTION OF DOCUMENTS

- 32.0 Subject to paragraphs 28.0 to 31.0, Place Partnership will retain all files and documents for a reasonable period, which will in any event be not less than six years after performance of the Services is completed or terminated but thereafter may dispose of them unless requested in writing by you not to do so. Place Partnership reserves the right to make a charge for the costs incurred in storing or retrieving files and documents after the six year period.

INTELLECTUAL PROPERTY RIGHTS

- 33.0 Place Partnership will retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services. We grant you a non-exclusive, non-transferable, royalty-free licence to use such documents or other works solely for purposes relating to the Services provided by Place Partnership.

MONEY LAUNDERING REGULATIONS

- 34.0 Place Partnership will require formal evidence of your identity before accepting or acting on instructions. We are required to report any suspicions of money laundering activity to the relevant authorities and we may not be permitted to tell you if we make such a report.
- 35.0 It is the policy of Place Partnership not to accept cash payments or deposits in excess of £5,000 (or equivalent) or linked payments or deposits the total of which would exceed that amount.
- 36.0 By entering into the Contract, you accept that duties and constraints imposed on Place Partnership in law take precedence over instructions received from you, where such instructions, if acted upon, would or may result in an offence or a breach of duty by Place Partnership.

GENERAL MATTERS

- 37.0 Place Partnership may assign the benefit of a Contract to any partnership or corporate entity (including a limited liability partnership) which carries on its business in succession to it. Such assignee may also assume all of Place Partnership obligations under the Contract, and you will accept the performance by such assignee of the Services in substitution for the performance by Place Partnership. Other than as envisaged by this paragraph 37, neither Place Partnership nor you may assign or transfer the benefit or burden of the Contract without the written consent of the other party.
- 38.0 Any notice required to be given by one party to the other shall be in writing and shall be served by first class post to, or by delivery to, the last known address of the other party. If delivered by hand, such notice shall be deemed to have been received on the date of delivery and, if sent by post, shall be deemed served on the second working day after posting.
- 39.0 In the event that any of the terms or provisions of the Contract are found to be invalid, illegal or unenforceable in any respect, the remainder of the Contract shall remain valid and enforceable.
- 40.0 Failure or delay by Place Partnership in enforcing or partially enforcing any provision of the Contract will not be considered as a waiver of any of its rights under the Contract.
- 41.0 A person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 42.0 These General Terms of Engagement shall be governed and interpreted in accordance with the laws of England and each of the parties submits to the non-exclusive jurisdiction of the English Courts.
- 43.0 The Engagement Letter and these General Terms of Engagement constitutes the whole agreement between the parties relating to the Services and replaces any previous agreements and arrangements whether written or oral relating to this subject matter.

COMPLAINTS PROCEDURE

44.0 In accordance with the RICS Rules of Conduct a copy of Place Partnership's complaints procedure is available on request.

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