

TERMS OF BUSINESS

MICHAEL ROGERS LLP

Client Name: (the "Client")

Fee proposal letter dated:(the "Fee Proposal")

1. INTRODUCTION

The purpose of these terms of business and the Fee Proposal is to provide you with certain information particularly in relation to our fees and other payments and to clarify the respective obligations of Michael Rogers LLP and you as the Client.

Michael Rogers LLP will only undertake services for you on the basis of these terms of business and the terms of the Fee Proposal. These terms and the Fee Proposal will apply to the exclusion of all other terms and conditions and may not be varied unless this is agreed to, in writing, by a partner of Michael Rogers LLP.

If there is any ambiguity or conflict between these terms of business and the Fee Proposal, then the terms of the Fee Proposal will take precedence.

Within these terms of business "we" or "our" refers to Michael Rogers LLP and "you" refers to the Client.

2. ABOUT MICHAEL ROGERS LLP

In all situations your contracting relationship is solely with Michael Rogers LLP. Michael Rogers LLP has sole liability for the services undertaken for you and for all acts or omissions during the course of the instruction. No member, employee or consultant of Michael Rogers LLP is to have any personal legal liability for these services. In particular if a member, employee or consultant signs in his or her own name any letter, document or report whilst providing services to you, this does not mean that he or she assumes any personal legal liability for that letter, document or report.

Members, certain employees and consultants of Michael Rogers LLP may have the title of "partner". This does not imply that any of them is carrying on business with others in partnership as defined by the Partnership Act 1890.

3. OBLIGATIONS OF MICHAEL ROGERS LLP

Services to be provided

Michael Rogers LLP will undertake the services for you detailed in the Fee Proposal but it will not be responsible for matters outside the scope of those services. Should you need any further services to be provided, these must be agreed to in writing by a partner of Michael Rogers LLP.

Michael Rogers LLP will perform the agreed services for you in a professional manner but our duty of care is to you as our client and no other person may rely on its advice or other aspects of its services without its prior written approval.

Michael Rogers LLP will ensure that its services are undertaken by a suitably competent member of its team. If Michael Rogers LLP agrees with you that a specific individual will handle your instruction, it will endeavour to ensure that this will not change unless it is necessary either because of the absence of the relevant individual or because alternative specialist input proves necessary.

Conflict of interest

Michael Rogers LLP will take all reasonable steps to ensure that no conflicts of interest arise in relation to the provision of its services to you. It will notify you in the event that it becomes aware of any such actual or possible conflict of interest.

Confidentiality

Michael Rogers LLP will use all reasonable endeavours to keep information about you and your business confidential and will not disclose it to anyone outside Michael Rogers LLP, Michael Rogers Property Management Ltd or their agents without your consent unless the information is already in the public domain. Your consent to such disclosure is implied in relation to the proper handling of your instruction or when compelled by professional regulations or by law.

Michael Rogers LLP regularly uses email to communicate and will use reasonable measures to ensure that the transmission of its emails is secure. Subject to this you acknowledge and accept the risk associated with the use of emails.

4. LIMITATION OF INSTRUCTION

Michael Rogers LLP is always pleased to consider providing additional services to you within its competencies but unless otherwise stated and agreed in the Fee Proposal, you accept that your instruction to Michael Rogers LLP is limited as follows:

In relation to instructions for the disposal of a property interest

- Michael Rogers LLP is not responsible for making any structural survey or physical inspection of the property or for the testing of any services;

- Michael Rogers LLP shall have no management role or responsibility in relation to the property. You agree that you will be responsible for the property and in particular for making such security arrangements as you may feel are necessary.

In relation to instructions for the acquisition of a property interest

- Michael Rogers LLP shall not be responsible for making any local search or other enquiries of local or other authorities and for the investigation of the title of the property which will remain your responsibility;

- Michael Rogers LLP shall not be responsible for undertaking any structural survey or physical inspection of the property nor for the testing of any of its services.

5. FEES AND PAYMENT

Fees

Michael Rogers LLP provides details of its fees and the rate of its fees in the Fee Proposal. This is the basis upon which Michael Rogers LLP accepts your instructions.

Time and materials basis

If the agreed basis of fees is time and materials, Michael Rogers LLP may include inter alia time spent in meetings, travelling, preparation of documentation, research, telephone calls, correspondence and compliance with statutory requirements.

Sole and joint selling rights

Sole selling rights for freehold and leasehold transactions – If the Fee Proposal specifies that your instruction is being carried out on a sole selling rights basis, either by Michael Rogers LLP on its own or jointly with another agent or agents, you will be liable to pay the property disposal fee detailed in the Fee Proposal to Michael Rogers LLP, in addition to any other agreed fees or expenses in each of the following circumstances:

- if unconditional contracts for a sale, letting, lease assignment or licence, or a lease surrender of the property are exchanged in the period during which we have sole selling rights, even if the purchaser or tenant, was not found by us but by another agent or any other person, including you.

- if unconditional contracts for a sale, letting, lease assignment or licence, or a lease surrender of the above premises are exchanged after the expiration of the period during which we have sole selling rights but to a purchaser or tenant who was introduced to you during that period or with whom we had negotiations about the property during that period.

Joint selling rights - If a joint agent is appointed, it is the joint agent's responsibility to confirm their fees and terms of engagement directly with you. Unless otherwise specified in the Fee Proposal, the fees specified in the Fee Proposal do not include the fees or expenses that may be due to a joint agent. You accept that Michael Rogers LLP has no responsibility for the fees of a joint agent and is not a party to any agreement that you may have with a joint agent.

It is agreed that the terms "sole selling rights" or "joint selling rights" relates to our exclusive or joint instruction for the disposal of both a freehold or a leasehold interest which includes, but not exclusively, a sale, letting, assignment, licence or lease surrender of the premises.

Expenses

Michael Rogers LLP will endeavour to provide you with an estimate of expenses in relation to your instruction before they are incurred and will seek your prior approval to significant expenditure such as marketing expenses and specialist fees.

The Fee Proposal may also specify the basis of charging in relation to the expenses but in the event that these are not specified, the following shall apply:

- **Expenses specifically incurred on your behalf** - You are responsible for paying all expenses incurred in relation to your instruction. In relation to these expenses you may be invoiced directly by the relevant supplier, asked for a payment in advance or Michael Rogers LLP may seek reimbursement from you. Michael Rogers LLP will be entitled to receive and retain the usual commissions and discounts on any orders for goods and services placed on your behalf.

Unless otherwise stated in the Fee Proposal, if Michael Rogers LLP needs to instruct specialists or other professionals in relation to your instruction, the fees of those specialists will be due from you as an expense.

- **Other expenses incurred whilst servicing your instruction** - Normally routine overheads are included in the fee rates of Michael Rogers LLP. However in the event of non routine overheads including but not limited to in-house production of particulars, hotel accommodation or excessive travel expenses, Michael Rogers LLP may seek reimbursement at cost of these expenses.

When fees are due

You agree to pay the fees at the rates and on the due dates specified in the Fee Proposal. In the event that these are not specified the following shall apply:

- **Agency fees** become due on the earlier of possession being granted, exchange of unconditional contracts or completion of the transaction.

- **Time and materials fees** become due on the completion of the particular instruction to which the fee relates, subject to the submission of interim accounts on a bi-monthly basis.

- **Expenses** - Michael Rogers LLP may seek reimbursement of expenses from you as and when these are incurred.

Settlement of fees

Invoices must be paid within 14 days. If not, Michael Rogers LLP reserves the right to charge you interest on the overdue amount. Interest will be charged on a daily basis at the rate of 2% per annum above the base rate for the time being of Barclays Bank plc.

Michael Rogers LLP may also be entitled to recover any costs it incurs in recovering the overdue amount and to retain all documentation until settlement is received. If any account is outstanding from you for more than 28 days, then Michael Rogers LLP may choose not to do any further work for you until settlement is received or not to carry out any further work for you. You accept that Michael Rogers LLP will not be liable for any direct or indirect losses, costs or expenses that you may suffer as a result of Michael Rogers LLP withholding its services to you in these circumstances.

Any queries on invoices should be raised within 14 days of receipt of the invoice with the person who is dealing with your instruction.

Unless otherwise stated in the Fee Proposal, in respect of a freehold sale, we may submit our invoices to your solicitors and you agree that they may settle our invoice in full on completion of the sale.

VAT

All of the fees detailed in the Fee Proposal are quoted exclusive of VAT. VAT will be applied at the prevailing rate to all quoted fees and charges in accordance with current legislation.

6. CLIENT'S OBLIGATIONS

You agree that you have additional obligations as follows and that you will indemnify Michael Rogers LLP for any losses, damages, costs and expenses that it incurs in the event that you are in breach of your obligations:

Generally

You confirm and warrant in relation to the property that:

- all of the information provided by you and your professional advisers is complete and correct;
- there are no other material facts known to you which may be relevant to Michael Rogers LLP in carrying out its instructions

Unless advised by you to the contrary, you agree that Michael Rogers LLP is entitled to assume that:

- you have notified it either directly or through your advisers of all encumbrances, unduly onerous or unusual easements, restrictions, outgoing or conditions in relation to the property;
- the property complies with all relevant statutory requirements including but not limited to bye-laws and Health & Safety at work regulations;
- the property has been constructed and is occupied in accordance with valid planning and building regulations approval;

In relation to instructions for the disposal of property interests

All non residential buildings need to have an Energy Performance Certificate and advisory report and the disposal of such a building cannot be completed without such a certificate. You agree that unless you have instructed Michael Rogers LLP to arrange for an Energy Performance Certificate on your property, that you will make your own arrangements to ensure that this certificate is available for a prospective acquirer of the property before completion of the transaction.

You agree to use all reasonable endeavours to check and verify all marketing material sent to you for your approval and to notify Michael Rogers LLP immediately of any inaccuracies or misleading information.

Michael Rogers LLP is obliged under the Estate Agents Act 1979 to disclose to any prospective purchaser or lessee of any business or family connection that it or its employees may have with you. Michael Rogers LLP will carry out its own checks but you agree to immediately inform us if such a relationship exists. You accept that Michael Rogers LLP will need to declare this relationship in all sales and marketing literature.

In relation to instructions for the acquisition of a property interest

Michael Rogers LLP will use all reasonable care and skill in assisting you to acquire a property that fulfils your requirements but you confirm that you are ultimately and solely responsible for deciding whether the property is suitable for your needs and for carrying out the necessary investigations or inspections that you may feel is necessary.

7. LIABILITY TO CLIENT

Michael Rogers LLP always aims to ensure that the provision of its services is satisfactory to its clients. In the event of a problem arising these terms set out what Michael Rogers LLP reasonably believes to be fair restrictions on its potential liability to you given the services that it is providing, the fees to which it is entitled and the availability and cost of professional indemnity insurance. These limits apply to the extent that they are permitted by law. If any part of these restrictions is found by a court to be void or ineffective or not in accordance with any professional obligation, the remaining provisions shall continue to be effective.

In the event that Michael Rogers LLP is in breach of its obligations to you and may be liable to compensate you, you agree that the liability of Michael Rogers LLP is limited as follows:

- The maximum liability of Michael Rogers LLP in any event is £5 million including interest unless a different amount is specifically agreed with you in writing. It is likely that an increase in this limit will result in an increase to the fees that Michael Rogers LLP will charge;
- Michael Rogers LLP is not liable to the extent that the breach of its obligations is as a result of your act or omission;
- Where Michael Rogers LLP is jointly liable for your loss, its liability is to be limited to that proportion of your loss that is fairly and reasonably attributable to its breach. It shall not be liable to compensate you for the proportion that is attributable to other parties whether or not you are able to recover that proportion of your loss from the other party or parties.

- Michael Rogers LLP shall not be liable for any loss arising from or in connection with its compliance with any statutory obligation which it may have, or reasonably believes it may have, to report to the relevant authorities under the provisions of the money laundering legislation.

- Michael Rogers LLP shall have no liability to you, unless you inform it in writing of the breach of its obligations within 6 months of you becoming aware of the breach.

For the avoidance of any doubt, it is agreed that it is Michael Rogers LLP that may be liable for any breach of its obligations and you agree not to make any claim against any of its individual members, employees or consultants.

8. COMPLAINTS HANDLING PROCEDURE

Michael Rogers LLP has a formal complaints handling procedure, a copy of which is also available from any of its offices and can also be accessed on its website - www.michaelrogers.co.uk. In the first instance you agree to contact the person handling your instruction regarding your complaint. It is agreed that in the event of a dispute or a complaint both parties will follow the complaints handling procedure which provides you also with access ultimately to the Surveyors Ombudsman Scheme.

9. TERMINATION

It is agreed that the termination of Michael Rogers LLP's appointment will not affect any rights that either party may have prior to the date of termination.

In the event of early termination prior to the fulfilment of the instruction, it is possible that you may be liable to pay some fees.

Michael Rogers LLP or you may choose to terminate the instruction if a receiver, administrative receiver or administrator is appointed over all or any part of the assets of the other party or if the other party passes a resolution to wind up or has a liquidator appointed.

10. INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights in all documents prepared by Michael Rogers LLP in providing its services to you will not be transferred to you but Michael Rogers LLP will give you a licence to use these documents for the purposes for which they were created but not for any other use.

11. DATA PROTECTION ACT

Michael Rogers LLP is registered as a Data Controller under the Data Protection Act 1998 and complies with the current law on data protection. You accept that Michael Rogers LLP does store and use information about its clients within the parameters of its registration under that legislation.

12. MONEY LAUNDERING AND PROCEEDS OF CRIME LEGISLATION

Michael Rogers LLP is obliged to comply with the law relating to money laundering and proceeds of crime. As a result Michael Rogers LLP may have to check and verify your identity and if necessary, we will use an on line identity verification service. In most cases this will enable Michael Rogers LLP to confirm your identity without further documentation. However if your identity cannot be verified, further documentation may be requested from you to enable Michael Rogers LLP to act for you.

Michael Rogers LLP is obliged to report, without prior notification to you, any activity that it suspects may involve the proceeds of crime. This duty to report may override any duty of confidentiality that Michael Rogers LLP has towards you as its client. In some circumstances, Michael Rogers LLP may have to stop acting for you as a result of this legislation.

13. UNENFORCEABILITY OF TERMS

If any provision of these terms is found by a court to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of these terms, which shall remain in full force and effect.

14. NOTICES

All formal notices should be sent in writing to the registered office of Michael Rogers LLP at Chapter House, 33 London Road, Reigate, Surrey RH2 9HZ. We will use your address shown in the Fee Proposal for the service of any formal notices unless you advise us of an alternative address.

15. LAW

These terms shall be governed by and construed in accordance with English Law.

I AGREE WITH THE TERMS OF BUSINESS DETAILED ABOVE AND WITH THE FEE PROPOSAL LETTER DATED AND THAT I AM AUTHORISED TO AGREE TO SUCH TERMS.

SIGNED

POSITION

ON BEHALF OF COMPANY / LLP / PARTNERSHIP

DATE