

Dobson-Grey Limited
Terms and Conditions of Engagement

1. Introduction

When instructed to advise You on any new matter Dobson-Grey will also provide You with a letter confirming the instruction, except where a formal fee bid or formal proposal has been made and accepted (the letter, fee bid or proposal are herein referred to as "the Engagement Letter and/or fee quote"). The terms of the Engagement Letter and/or fee quote will be deemed to incorporate these Terms and Conditions of Engagement, which together will form the contract ("the Contract").

2. In these Terms and Conditions of Engagement:

"Dobson-Grey"	means Dobson-Grey Limited
"You"	means the company, partnership, limited liability partnership or other organisation or person with whom the Contract is agreed.
"Services"	means the services with which Dobson Grey provides you under the Contract.

3. Variations to Contract

Any replacement of, or variation, or addition to, the Contract shall only be binding upon Dobson-Grey and you only if agreed in writing by both parties. No representation whether orally or otherwise about or in relation to the Services shall have any effect upon the terms of the Contract unless expressly agreed in writing by Dobson- Grey and you as a variation to the Contract. Once agreed, the Contract will take effect and will remain effective and binding unless and until terminated in accordance with paragraphs 24 to 25 below.

4. Any dates specified in the Contract for performance of the Services by Dobson-Grey are, unless otherwise stated in the Engagement Letter and/or fee quote, intended to be an estimate and the time for performance under the Contract shall not be of the essence.

5. In the event of any inconsistency between the Engagement Letter and/or fee quote and these Terms and Conditions of Engagement, the Engagement Letter and/or fee quote shall prevail.

6. The Services, and the fees and expenses to be paid by you, shall be as set out in the Engagement Letter and/or fee quote.

7. Professional Indemnity and Insurance

Dobson-Grey shall have and keep in effect professional indemnity insurance in the minimum sum as from time to time prescribed by the Royal Institution of Chartered Surveyors in respect of the performance of the Services. Dobson-Grey shall on written request by you produce evidence by way of Certificate of Insurance or receipt of premium or otherwise as appropriate that the professional indemnity assurance has been affected and remains in effect.

8. Dobson-Grey shall provide the Services with reasonable skill, care and diligence and acknowledges that (save as otherwise provided in these Terms and Conditions of Engagement) Dobson- Grey will be liable to you for losses, damages, costs or expenses ("losses") directly caused by its negligence. Subject to paragraph 11, Dobson-Grey or shall have no other liability of any nature, whether in contract, tort or otherwise, for any losses whatsoever, and howsoever caused, arising from or in any way in connection with the Contract.

9. Liability

Dobson-Grey 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 Dobson-Grey or losses which are due to any acts or omissions of any person other than Dobson-Grey or due to any cause beyond Dobson-Grey' reasonable control. Dobson-Grey shall however have for no liability for:

- (i) indirect or consequential loss;
- (ii) loss of profits;
- (iii) loss of revenues;
- (iv) loss of goodwill.

10. The liability of Dobson-Grey shall in any event be limited to the maximum amount specified in the Engagement Letter and/or fee quote or if no sum is specified the sum of £5,000,000 and shall have no liability for

any losses in excess of such maximum amount.

11. The exclusions and limitations in paragraphs 9 to 12 will not operate to exclude or limit any liability for fraud or liabilities which cannot lawfully be limited or excluded. For the avoidance of doubt nothing in these terms shall exclude Dobson-Grey liability for death or exclude injury caused by its negligence.

12. **Limitation**

There is a risk that we will be prejudiced by a limitation or exclusion of liability which you agree with any other person (for example, another adviser) in connection with a matter in which we are advising you. This is because such a limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person by way of contribution if we were required to pay you more than our proper share of the liability. Accordingly, in order that our position is not adversely affected by any limitation or exclusion of another person's liability, 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 on their liability.

13. If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

14. All warranties, conditions and other terms implied by statute or common law are to the fullest extent permissible by law, excluded from the Contract.

15. No third party may rely upon the advice or services provided under the Contract without the prior written consent of Dobson-Grey. The advice and services provided by Dobson-Grey will be provided to you only and will not be provided to any other party and to the fullest extent permitted by law we will not accept or assume responsibility to anyone other than you for the advice and services provided by us.

16. **Payment of fees**

Fees for the Services will be set out in the Engagement Letter and/or fee quote and are in all cases quoted exclusive of Value Added Tax (VAT), and will be subject to VAT in accordance with current VAT regulations. Unless otherwise stated, all fees are exclusive of disbursements, which will be payable by you in addition.

17. Dobson-Grey shall be entitled to render fee accounts monthly in arrears unless otherwise agreed with you.

18. Fee accounts will, unless otherwise agreed, be addressed by Dobson-Grey 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.

19. Payment is to be made by you within 20 days of the date of the fee account. Payment shall be made in pounds sterling by the method(s) specified on the fee account from time to time. Time for payment shall be of the essence.

20. No payment shall be deemed to be received until Dobson-Grey has received cleared funds.

21. If you dispute that payment of any item set out in the fee account is due, you shall give notice in writing within seven days of the date of the account stating the reason for such dispute. Dobson-Grey and you shall immediately use their reasonable endeavors to agree the amount of any disputed item. If no such notice is given within seven days of the date of the fee account then the fee account will be deemed to have been accepted by you in full.

22. Completion is defined as the sooner of the sale going unconditional or engrossment of the purchase agreement for sale. It will exclude any link to payment of the fee at the point of golden brick. In the event of 'golden brick', monies will be payable the sooner of Planning Judicial Review or upon engrossment of the Agreement for lease or the lease itself whatever the sooner.

23. **Interest**

Dobson-Grey reserves the right to charge interest on overdue amounts, from the date upon which payment is due, at the rate of 2½% over Natwest Bank base rate from time to time in force from the due date for payment until payment is made provided that, in the case of an item correctly disputed by you, interest shall run only from the date seven days after the correct amount of such item is agreed or is otherwise determined.

24. You shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

25. Termination

Unless provided otherwise in the Engagement Letter and/or fee quote, you may terminate the Contract at any time by giving notice in writing. Dobson-Grey shall be entitled to terminate the Contract immediately in the event that:

- i) you become bankrupt or make any composition for the benefit of creditors or, being a company, make any voluntary arrangement with your creditors or become subject to an administrative order or go into liquidation whether voluntary or compulsory (other than for the purposes of solvent reconstruction or amalgamation) or an encumbrancer takes possession of or a receiver is appointed in respect of any of your assets;
- ii) you fail to pay all fees and disbursements due to Dobson-Grey within 30 days from the date of the account (or in the case of items disputed in good faith, within seven days after the date when the correct amount is agreed or determined following a reference to a third party);
- iii) it has given written notice to you 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;
- iv) Performance of the Services has been suspended for reasons beyond the reasonable control of either party for more than 28 days; or
- v) you fail to give clear or proper instructions, within a reasonable period after being requested in writing by Dobson-Grey to do so, on how Dobson-Grey are to proceed, or give instructions which conflict with the rules of professional conduct which apply to Chartered Surveyors.

26. Consequences of Termination

- i) Dobson-Grey shall immediately be entitled to payment of fees earned and expenses incurred by Dobson-Grey for the Services performed up to the date of such termination; and
- ii) you shall compensate Dobson-Grey for all indirect and consequential expenses and disbursements reasonably and properly incurred in consequence of the termination (including, but not limited to, the cost of engaging, redeploying or dismissing staff).

27. Ownership and retention of documents

Dobson-Grey 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. Dobson-Grey reserves the right to make a charge for the costs incurred in storing or retrieving files and documents after the six-year period.

28. Conflicts of interest and confidentiality

It is Dobson-Grey' practice to check for conflicts of interest before accepting instructions. You accept however that Dobson-Grey provides a range of professional services to clients and that there can be no certainty that all situations where a conflict of interest may arise will be identified. You therefore undertake to notify Dobson-Grey 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 Dobson-Grey believes that your interests can be properly safeguarded by the implementation of appropriate procedures, Dobson-Grey will discuss and seek to agree such procedures with you.

29. Save as agreed with you or as required by law, Court or arbitration proceedings, professional duty or as requested by regulatory authorities or as is necessary to protect Dobson-Grey' own legitimate interests, Dobson-Grey 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.

30. You accept that Dobson-Grey 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.

31. Associated Persons

In relation to any matter, unless the Engagement Letter and/or fee quote expressly states otherwise, you agree to and

accept the provisions of the Contract on your own behalf and as agent for each Associated Person. You confirm that you have or will have authority to retain Dobson-Grey on behalf of each Associated Person. You will procure that each Associated Person will act on the basis that they are a party to and are bound by the relevant Contract. All references in these Terms of Engagement (other than in this paragraph) and in the Engagement Letter and/or fee quote to "you" (and derivatives of it) will mean you and each Associated

Person. In this paragraph and in the Engagement Letter and/or fee quote:

"Your Group" means you and your subsidiaries and subsidiary undertakings and any holding company you may have and all other subsidiaries and subsidiary undertakings of any such holding company. The expressions "subsidiary", "subsidiary undertaking" and "holding company" shall have the meanings given to them in the Companies Act 1985.

"Associated Person" means in respect of a matter (unless the Engagement Letter and/or fee quote expressly states otherwise) any member of your Group which is a recipient of, or as a matter of law is entitled to rely on, our services in relation to that matter and any other person or organisation which the Engagement Letter and/or fee quote identifies as, or we and you agree in writing may be treated as, a recipient of our services in relation to that matter.

32. Anti-Money Laundering Legislation

As a consequence of the statutory duties imposed upon chartered surveyors and others involved in relevant areas of business Dobson-Grey will in applicable circumstances require proof of identity to be provided by clients or prospective clients before accepting or acting on instructions.

33. It is the policy of Dobson-Grey not to accept cash payments or deposits in excess of 15,000 euros (or the sterling equivalent) or linked payments or deposits the total of which would exceed that amount.

34. You accept that the duties and constraints imposed by the relevant legislation will 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 Dobson-Grey under this legislation.

35. Other matters

In accordance with the RICS Code of Conduct Regulations a copy of Dobson-Grey complaints procedure is available on request.

36. Reports and Advice

Reliance on drafts: You shall not place reliance on draft reports, conclusions or advice, whether oral or written, issued by us the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final report or advice issued.

Use and Purpose of Advice and Reports: Any advice given or report issued by us is provided solely for your use and benefit unless expressly permitted in the Engagement Letter and/or fee quote and then only in connection with the purpose in respect of which the Services are provided. Unless required by law, you shall not provide such report or advice to any third party or refer to us or the Services without our prior written consent, which we may at our discretion grant, withhold or grant subject to conditions. In no event, regardless of whether consent has been provided, shall we assume any liability or responsibility to any third party to whom any advice or report is disclosed or otherwise made available, and you will indemnify us against all claims resultant from your breach of this clause 2.2.

Your Responsibility for information provided: You warrant represent and undertake to us (except as otherwise specifically notified to us by you in writing) that all information provided by and on your behalf in respect of the Services is complete and accurate and is not misleading (either on its face or by inference or omission) and that there are no other material facts known to you that may be relevant to us in carrying out the Services and further that we may rely on such information. Any reports issued or conclusions reached by us may be based upon information provided by and on your behalf. Accordingly, we assume no responsibility and make no representations with respect to the accuracy or completeness of any information provided by you and on your behalf.

37. Electronic communications

During the Engagement we may wish to communicate electronically with each other. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. We each agree to use commercially reasonable procedures to check for the most commonly known viruses before sending information electronically, but we recognize that such procedures cannot be a guarantee that transmissions will be virus free. Accordingly, we shall each be responsible for protecting our own interests in relation to electronic communications and for ensuring that an electronic communication is not misaddressed.

Under the provisions of The Telecommunication (Lawful Business Practice) (Interception of Communications) Regulations 2000, Dobson-Grey reserves the right to monitor electronic communications.

Dobson-Grey will only hold and use personal data about you, your employees and representatives, for the purposes of providing the Services or to keep you, your employees and representatives informed of activities.

38. Intellectual Property

All intellectual property rights (including copyright, database rights, design rights, (whether registered or unregistered), trade mark rights (or patent rights) in any materials created or produced by us in relation to the Services (including any reports, forecasts, drawings, spreadsheets, plans or other material) shall remain the property of Dobson-Grey absolutely unless otherwise expressly stated in the Letter of Engagement provided always that we hereby grant to you a revocable license to use and copy such materials for your own internal use.

39. Assignment

Dobson-Grey may assign the benefit of a Contract to any partnership or corporate entity (including a limited liability partnership) which carries on our business in succession to us. Such assignee may also assume all of Dobson-Grey' obligations under the Contract and you will accept the performance by such assignee of the Contract in substitution for the performance by Dobson-Grey. Other than as envisaged by this paragraph 38, neither Dobson-Grey nor you may assign or transfer the benefit or burden of the Contract without the written consent of the other party.

40. 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.

41. In the event that any of the terms or provisions of the Contract are or shall become invalid, illegal or unenforceable in any respect, the remainder of the Contract shall remain valid and enforceable.

42. Failure or delay by Dobson-Grey in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

43. Rights of Third parties

The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. Accordingly no third party shall have any right to enforce or rely on any provision of the Contract.

44. Law and Jurisdiction

These 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.

45. Entire Agreement

The Contract constitutes the whole agreement between the parties relating to this subject matter and supersedes any previous agreements, drafts, undertakings, representations and arrangements whether unwritten or oral relating to this subject matter. Nothing in the Contract shall, however, limited or exclude liability for fraud.

46. Indicative Disbursements

Dobson-Grey will be entitled to render monthly disbursements charges in arrears. All disbursements are exclusive of VAT. Disbursements include but are not limited to stationary costs, maps, plans, mileage at 75 pence per mile. Please see below list of indicative stationary costs these may be subject to change and are to be used for guidance purposes only. All costs are to be charged back as part of disbursement costs.

Type of Stationary	Cost
A4 White Paper	£0.02 per sheet
A4 Headed Paper	0.18p per sheet
A4 Plain Grey Paper	0.08p per sheet
A3 Paper	£1 per ream
Labels	0.03p per 5 labels
Dividers	0.19p per 50 dividers
Spring Files	0.50p per spring file
Basic Lever Arch Folder	£1.30 per folder
Hard back A4 Folder	£4.00 per folder

Polly Pockets	0.22p per 10 polly pockets
A4 Brown Envelope	0.18p per envelope
Small White Window Envelope	0.22p per envelope

Signed.....

On Behalf of

Date.....