



TERMS & CONDITIONS OF BUSINESS

DEFINITIONS

In these Conditions:

"Affiliate" means any company, partnership or other entity which directly or indirectly controls, is controlled by or is under common control with Us;

"Conditions" means these terms and conditions of business;

"Confidential Information" means any technical, financial and commercial information obtained or received by You directly or indirectly from Us (and vice versa) in the course of or in anticipation of the Services;

"Information" means any documents, advice, information, reports, instructions and/or assistance that We may require from You for the purpose of performing the Services;

"Intellectual Property Rights" means patents, registered and unregistered trademarks and service marks, registered and unregistered design rights, copyright, database rights, rights in know-how and confidential information, applications for and rights to apply for any of the above, and any other similar rights recognised from time to time in any country, together with all

rights of action in relation to the infringement of any of the above;

"Materials" includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information or data in any form;

"Property" means the property/ies, which is/are the subject of

Your instructions to Us;

"Services" means the services and/or work performed or to be performed by Us as set out in the Engagement Letter and/or Service Specific Terms of Engagement, together with any other services and/or work which We provide or agree to provide to You from time to time;

"Terms of Engagement" means these Conditions, the Engagement Letter and the Service Specific Terms of Engagement, as may be varied in writing and agreed by Us and You from time to time;

"Transaction" means any transaction entered into by You in relation to which the Services are to be performed;

"We, Us and Our" means 3PL Real Estate Limited, a Company registered in England under company number 10067021 whose registered office is at Suite 16, Hampden House, Warpsgrove Lane, Chalgrove, Oxon OX44 7RW and

"You, Your and Yourself" means the person or persons, firm, company, authority or other organisation to whom We are to supply the Services.

1 Terms of Engagement

1.1 The Services will be provided pursuant to the Terms of Engagement.

1.2 The Terms of Engagement comprise the whole agreement between Us and You in relation to the provision of Services. Both parties acknowledge and agree that, in entering into the Terms of Engagement, they do not rely on, or have not relied on, any undertaking, promise, assurance, statement, representation, warranty or understanding (whether made orally or in writing) of any person (including Us and You) relating to the subject matter of the Terms of Engagement, other than as expressly set out in the Terms of Engagement.

1.3 If any provision (or part of a provision) of the Terms of Engagement is found by any court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions (or remainder of the affected provision) will remain in force.

1.4 Subject to the rights of any 3PL Real Estate Person granted under clause 14.7, the Terms of Engagement are made solely for the benefit of Us and You, and (where applicable) Our or Your successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else. Without prejudice to the foregoing, the Terms of Engagement do not and are not intended to give any rights, or right to enforce any of their provisions, to any person who is not a party to them.

1.5 The Engagement Letter constitutes an offer by Us to You to provide the Services specified in it on the Terms of Engagement. By counter-signing the Engagement Letter You formally accept the Terms of Engagement. Notwithstanding the previous sentence, You agree that all and any Services provided prior to Your counter-signature of the Engagement Letter shall be governed by the Terms of Engagement.

1.6 In the event of any conflict arising between the documents comprising the Terms of Engagement, the following order of precedence shall apply:

- (a) Engagement Letter;
- (b) Service Specific Terms of Engagement;
- (c) these Conditions.

1.7 The Terms of Engagement and any dispute arising out of or in connection with them or their subject matter, shall be governed by and construed in accordance with the laws of England and Wales. The parties both irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Terms of Engagement or their subject matter.

2 Changes in Scope

The scope of the Services will be limited to the matters set out in the Terms of Engagement. However, this does not preclude Us from considering and agreeing with You, in writing, changes to the scope of the Services from time to time.

3PL Real Estate Limited

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phone +44 (0)1494 853370 **email** admin@3plre.co.uk accounts@3plre.co.uk **web** www.3plre.co.uk

Vat No. GB236 2474 11 **Company Registration No.** 10067021



3 Timetable

3.1 We will discuss with You the nature and timing of the delivery of Services and the most effective way of implementing them. The timetable for completion of the Services assumes that the Information will be made available in good order and in a timely manner and will be provided in accordance with the provisions of clause 5.

3.2 Dates for performance and/or completion of the Services are estimates only and shall not be construed as being of the essence to the Terms of Engagement. We will, however, use reasonable endeavours to perform the Services on or by the dates specified.

4 Services

We undertake to perform the Services using reasonable care and skill and in accordance with the professional standards to which We are subject.

5 Information

5.1 You shall provide to Us, free of charge and within any specified time limits, all Information as may be necessary or reasonably requested by Us at such time as shall permit Us to properly perform the Services in accordance with Our obligations under the Terms of Engagement.

5.2 You warrant that all and any Information is accurate, complete and consistent. Accordingly, You agree that We are not liable for (and shall indemnify Us against) the direct or indirect consequences of any inaccuracies, inadequacies or inconsistencies contained in the

Information, whether prepared by You or by a third party, or any shortfalls in or absence of such Information and whether or not supplied directly to Us by You or by such a third party.

5.3 You will notify Us immediately if anything occurs to render any Information untrue, inaccurate or misleading and/or if any claim is made by a third party in respect of such Information.

6 Intellectual Property Rights and Use of Our Materials

6.1 All Intellectual Property Rights in any Materials prepared by Us or otherwise generated in the course of carrying out the Services shall be owned exclusively by Us. Subject to clause 6.3, no part of any such Materials may be reproduced or transmitted or disclosed in any form or by any means without Our prior written permission.

6.2 All information, advice and Materials provided by Us to You are provided for Your use only and solely for the purpose(s) to which they refer. Accordingly, We accept no responsibility for any reliance that any third party may place on such information, advice or Materials, and/or for any reliance that You may place on such information, advice or Materials for any other purpose.

6.3 Neither the whole nor any part of the Materials referred to under clause 6.1, nor any reference thereto, may be included in any published document, circular or statement or published in any way without Our prior written approval.

7 Recommendations

The Services and any findings arising out of the Services will not in any way constitute recommendations on matters outside the scope of the Terms of Engagement. You are responsible for determining whether the scope of the Services as specified in the Terms of Engagement is sufficient for Your purposes in the context of Your wider investigations and due diligence.

8 Fees and Disbursements

8.1 The fees for Services will be as set out in the Terms of Engagement or as otherwise agreed by Us in writing.

8.2 If the fees for Services are not stated in the Terms of Engagement, Our fees will be based on Our standard hourly rates in force from time to time.

8.3 Unless agreed otherwise, Our fees are exclusive of any reasonable disbursements and expenses that any of the personnel engaged in providing the Services may incur in connection with the provision of the Services and any applicable VAT, all for which You will additionally be liable.

9 Payment Terms

9.1 Where We quote a fixed fee for Our Services, this quotation will only be valid for a period of 30 days from issue or as otherwise agreed. No contract will arise from any such quotation until We give written confirmation to You. You accept that We reserve the right to increase such fixed fee by such amount as is reasonable, as a result of any matters beyond Our control, a change in instructions from You or a failure by You to provide Us with satisfactory Information pursuant to clause 5 and We will give You prior written notice of any such increase.

9.2 We reserve the right to render regular and/or interim invoices where appropriate. Specifically where We are working on an hourly rate basis We may bill monthly except where We agree otherwise. We also reserve the right to immediately invoice You for the cost of any reasonable disbursements or expenses that We may incur in relation to the Services.

9.3 Save where otherwise agreed, Our terms of payment are net cash 14 days from the date of invoice. Time for payment will be of the essence.

9.4 If any invoice is overdue for payment, We will be entitled to refrain from continuing to perform any Services for You until such invoice is paid in full. We will also be entitled to retain any Materials produced by Us in the course of the Services and/or any Information belonging to You until all outstanding sums have been paid. We retain the right to charge interest on such outstanding sums at the annual rate of 6% accruing on a daily basis from the due date until the date of actual payment of the overdue amount, compounded quarterly, whether before or after judgement. You must pay Us interest together with the overdue amount.

9.5 In certain circumstances (which We will discuss with You), We may require You to make payment on account of any anticipated fees and/or disbursements and/or expenses to be incurred prior to the Services being commenced or continued.

10 Confidentiality

Both parties will (and will procure that their directors, officers, agents, contractors, consultants and employees will) at all times keep in strict confidence, and not use, any of the other party's Confidential Information, except:

- (a) in connection with the performance of the Services or as reasonably necessary for the purposes of the Transaction; or
- (b) as expressly stated in the Engagement Letter; or
- (c) as subsequently agreed to in writing by both parties; or
- (d) as otherwise required or permitted to be disclosed by law; or
- (e) where such Confidential Information is public knowledge (save where it becomes public knowledge through a breach of this clause 10).

This clause 10 will survive termination (howsoever caused) of the Terms of Engagement or their expiration on completion of the Services.

11 Complaints

If You are for any reason dissatisfied with Our service We should be advised immediately so that We can deal with it and put it right. You agree that You will not take any action or commence any proceedings against Us before

You have first referred Your complaint to Us in accordance with Our complaints procedure, details of which are available from 3PL Real Estate Limited. . The purpose of such referral is to enable Your complaint to be reviewed and responded to by Us, with a view to resolving the dispute or difference in a manner satisfactory to both parties.

12 Client Money and Anti-Money Laundering Procedures

12.1 All client money is held in separate client accounts in accordance with and subject to the requirements of the Members' Accounts Rules of the Royal Institution of Chartered Surveyors.

12.2 You agree to comply with all Anti-Money Laundering Procedures We have in place from time to time, and understand and accept that We are unable to provide the Services unless such procedures have been successfully completed in advance.

13 Termination

13.1 The Terms of Engagement shall terminate automatically on completion of the Services.

13.2 Without prejudice to any other rights or remedies which the parties may have:

- (a) either party has the right to terminate the Terms of Engagement on 28 days written notice to the other; and
- (b) We may terminate the Terms of the Engagement immediately on giving written notice to You if:
 - (i) a conflict of interest arises; or

- (ii) You commit a material breach of any of the provisions of the Terms of Engagement (including, but not limited to, any breach of the payment terms specified at clause 9).

13.3 Either party may terminate the Terms of the Engagement immediately on giving written notice to the other if the other party becomes bankrupt or insolvent, or if an order is made or a resolution is passed for its winding up (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets or business, or if it makes any composition with its creditors or takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

13.4 On termination of the Terms of Engagement for any reason, You will immediately pay Us for all outstanding unpaid sums and interest, and in respect of Services supplied prior to termination but for which no invoice has been submitted, We may submit an invoice, which shall be payable immediately on receipt.

14 Limitation of Liability

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION 14

14.1 This Condition 14 sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, directors, officers, agents, contractors and consultants) to You in respect of:

- (a) any breach of the Terms of Engagement;
- (b) any use made by You of the Services or the Materials, information and advice provided by Us in performing the Services;
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the provision of the Services, whether made by Us or any third party.

14.2 All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from the Terms of Engagement.

14.3 Nothing in these Conditions limits or excludes Our liability for:

- (a) death or personal injury resulting from negligence; or
- (b) any damage or liability incurred by You as a result of any fraud or fraudulent misrepresentation made by Us, or
- (c) such other matters for which liability cannot lawfully be limited or excluded.

14.4 Subject to clause 14.2 and clause 14.3:

- (a) We shall not be liable for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill or similar loss; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of savings; or
 - (viii) loss of use; or
 - (ix) loss of opportunity; or

- (x) loss of, or corruption of, data or information; or
- (xi) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; irrespective of whether or not We knew or ought to have known that such a loss might arise.

(b) Subject to clause 14.3 Our aggregate liability to You in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise in connection with any matter under the Terms of Engagement will be limited to the higher of £5 million or 10 times Our fee for providing the Services.

14.5 Without prejudice to the other provisions of this clause 14, We will not be liable in respect of any of the following:

- (a) any failure or delay in providing the Services where You have not complied with the Terms of Engagement;
- (b) any failure by Us to remind You of relevant deadlines;
- (c) in respect of any third party providers whom We may engage in the course of the Services or to whom We may refer You;
- (d) any findings or recommendations not expressly set out in Our final report;
- (e) checking the accuracy of the Information, including without limitation boundary lines;
- (f) advising You in relation to taxation matters;
- (g) any failure by You to hold any necessary consents, permissions or authorisations required for the Transaction;
- (h) any other matters set out in the Service Specific Terms of Engagement.

14.6 Where You are comprised of more than one entity, then Your liability will be joint and several with such other entity or entities.

14.7 You agree not to bring any claim for losses arising in connection with any matter under the Terms of Engagement against any of Our, or Our Affiliates', employees, officers, directors or consultants (each a "3PL Real Estate Person"). You accept that any such claim must be brought against Us. Both parties agree that any 3PL Real Estate Person may enforce this clause but that these Conditions (including this clause) may be varied at any time without the need for consent from any 3PL Real Estate Person. Where a loss is suffered by You for which We and any other person are jointly responsible, any recoverable loss by You from Us will be proportionate to Our relative contribution to the loss suffered.

14.8 You agree to indemnify Us and keep Us indemnified against any liability which arises from a third party obtaining from You or using any Confidential Information and/or any Materials, information or advice provided by Us to You, unless We have agreed in writing to accept liability to such third party or the third party is a client of Ours and is permitted to obtain and use such Materials, information or advice.

15 Force Majeure

We will not be liable to You for any delay or failure to fulfil Our obligations under the Terms of Engagement caused by circumstances outside Our reasonable control.

16 Correspondence, Papers and File Destruction

16.1 All Materials in Our possession or control that have been generated for Our internal purposes or are addressed to Us relating to the Services (unless expressly notified otherwise upon their provision)

shall be Our sole property. We will not be obliged to provide or make available to You such Materials unless We agree otherwise.

16.2 All Confidential Information provided to Us by You will be returned or destroyed upon Your request, provided that We may retain copies of any Confidential Information which forms the basis of Our Materials and advice.

16.3 It is acknowledged that certain Materials may legally belong to You. We shall return such Materials to you upon Your request. Where You do not request that such Materials are returned We shall retain such Materials for a period of at least three years following termination of the Terms of Engagement. Such retention by Us shall be at Your risk and We shall have no liability to You for or caused by the destruction of or damage to such Materials. We may destroy correspondence and other Materials that We store, electronically or otherwise on or after the third anniversary of the termination of the Terms of Engagement.

17 Staff

If, without Our prior written approval, You directly and/or indirectly employ, engage and/or otherwise use the services of any member of Our or of any of Our Affiliates' staff ("Staff") to work on an engagement for You during the term of the Terms of Engagement or during the twelve-month period following expiry or termination of the Terms of Engagement, You will be liable to pay to Us a recruitment fee equal to four months total average fee income for the Staff member concerned. You acknowledge and agree that this sum is a genuine attempt to estimate the costs that will be incurred by Us in recruiting a replacement for such Staff.

18 Assignment

Neither party may transfer or assign any rights or obligations under the Terms of Engagement without the prior written consent of the other party.

19 Notice

Notices given under these Conditions shall be in writing in the English language, and may be delivered in person or sent by courier, post or fax to the address or fax number set out in the Terms of Engagement, or to such other address or fax number as may be notified by either party to the other from time to time.

20 Publicity

We are keen to obtain publicity for work undertaken on behalf of Our clients. Unless details of the Services undertaken for You are publicly available, We will not externally publicise such details without Your prior written permission. However, You hereby agree to Us including such details in proposals or other similar submissions made to Our prospective clients, unless You subsequently expressly prohibit such disclosure in writing.

21 Health, Safety, Environment & Quality

21.1 When visiting Our premises, You shall comply with Our Safety, Health, Environment and Quality Policies and Procedures, copies of which can be obtained by contacting 3PL Real Estate.

21.2 Where We agree to provide the Services at Your premises, or at a third party's premises, You shall be responsible for giving or obtaining any Information, safe access licences, consents or permissions which may be necessary to enable Us and Our personnel

to provide the Services at the premises in question. You or the operator of the premises shall also ensure that all appropriate health & safety acts, regulations, codes of practice or information sheets have been followed so as to ensure the health and safety of Our personnel.

21.3 Our Safety, Health & Environmental risk assessments and control measures are given on the basis of, and in strict reliance upon, all material facts and information having been accurately and fully disclosed to Us by You and You agree to confirm all such facts and information in writing.

22 Data Protection

22.1 Any personal data which You have provided and/or will provide to Us will be used by Us in fulfilling Our obligations to You under the Terms of Engagement. We will not pass Your personal data to any third party other than for this purpose. We may therefore pass this personal data to third parties for use by them to provide services and/or supply products which are reasonably necessary for Us to perform the Services.

22.2 If at any time in the future You wish to stop receiving any Marketing Information from Us then please contact Our Marketing Department at admin@3plre.co.uk or by informing Your normal 3PL Real Estate contact.

23 RICS

3PL Real Estate Limited is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct for Firms and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As an RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. The firm's nominated RICS Responsible Principal is Martin Loveridge, Director, 01494 853370.

3PL Real Estate Ltd – February 2025