

Your ref:
Our ref: DL/db/20-091/OPP-01099
DD: 01223 559482
E: darren.lewins@bidwells.co.uk
Date: 15 September 2020

Simon Crocker
Melbourn Parish Council
Melbourn Community Hub
30 High Street
Melbourn SG8 6DZ

By Email Only

Dear Simon

REINSTATEMENT COST ASSESSMENT MELBOURN PARISH COUNCIL

Further to your recent enquiry, thank you for the opportunity to provide a quotation to prepare a Reinstatement Cost Assessment in respect to the above. I set out our proposal below.

Understanding your Requirements

We understand that you require a Reinstatement Cost Assessment for insurance purposes of the following properties:

- Littlehands Nursery, The Moor, Melbourn, SG8 8ED
- Melbourn Sports Pavilion, The Moor, Melbourn, SG8 6DT
- The Old Fire Station, Station Road, Melbourn, SG8 6DX
- Car Park Workshop, High Street, Melbourn, SG8 6DZ
- Orchard Road Cemetery Lychgate, Orchard Road, Melbourn, SG8 6HL
- Orchard Road Cemetery Shed
- All Saints Churchyard Wall, High Street, Melbourn, SG8 6DZ
- War Memorial, High Street, Melbourn, SG8 6DZ
- 83 High Street, Melbourn, SG8 6AA
- Melbourn Community Hub, 30 High Street, Melbourn, SG8 6DZ

Scope of Service

We shall undertake a site inspection of each property in order to prepare a Reinstatement Cost Assessment Report.

Our assessment would be calculated on a Day One Basis to determine a re-building sum for insurance purposes. It would allow a cost for the rebuilding of destroyed property to a condition that is the same as the condition of the building prior to destruction. The declared value applies at inception of the insurance period and does not allow for inflation.

Re-building rates will be applied either to gross external or gross internal areas. The following items will be excluded:

- 1 Chattels, including furniture and contents.
- 2 Assets acquired after the date of valuation.
- 3 Consequential loss.
- 4 Cost of temporary relocation.
- 5 Local Authority fees.
- 6 Costs for sifting through fire damaged remains to locate any salvageable materials and contents.
- 7 The subsequent removal, storage and conservation of such materials and contents.
- 8 VAT.
- 9 The cost of replacing statutory and garden ornaments. The cost of removing asbestos or deleterious materials.

The following items will be included:

- 1 Demolition costs and temporary works.
- 2 Removal of waste arising from the demolition process (excluding asbestos and deleterious materials).
- 3 Floor and wall tiling, screeds, panelling and surface finishes.
- 4 Sanitary fittings, hot and cold water systems.
- 5 Essential heating systems.
- 6 Intruder alarm systems.
- 7 Architect's, Surveyor's and Engineer's fees for the reinstatement work.

Whilst value added tax (VAT) can be incurred on the reconstruction of the property, we would not include VAT within our assessment unless specifically requested to do so.

It will be assumed that the underground drainage and incoming services not in close proximity to the building can be re-used following a relevant event giving rise to insured loss.

Fee Proposal

We propose our service would be on a fixed fee basis of **£3,500 exclusive of VAT**.

We propose that further advice following the report would be undertaken on an hourly basis at a rate of £150 per hour exclusive of VAT.

Resource & Timescales

We confirm that we have sufficient resource to be able to inspect the properties within two weeks of instructions and provide the report within two weeks of inspection.

We would confirm that Bidwells would undertake all work in strict accordance with the Government guidelines in respect of Covid-19. Bidwells have a site visit procedure which would be strictly adhered to. Please advise of any site specific procedures that we need to be aware of, or any hazards which we need to be aware of for our Risk Assessment.

Terms of Engagement

The terms which we are able to provide Building Consultancy services and undertake the above services will be as follows.

In relation to this project, Darren Lewins would represent Bidwells and Simon Crocker would represent Melbourn Parish Council. The Bidwells Partner that will be responsible for our services to you is Dan Coston.

This Letter of Engagement, along with our Terms of Engagement for Building Consultancy, the Bidwells' Standard Terms of Business and the documentation listed below will form the basis of our Agreement with you.

The attached Terms of Engagement identify the way in which we will undertake our Services (which includes any additional services), matters that you are responsible for to us, the way that payments of fees and charges are to be managed, copyright, insurance, limitations on liability and dispute resolution options.

All references in the Agreement to Bidwells means Bidwells LLP and you are referred to Bidwells' Standard Terms of Business clause 2 in particular for more details of our limited liability status.

With reference to the Terms of Engagement:

- Clause 5 - We carry professional indemnity insurance in the amount of £5,000,000 on an each and every claim made basis.

For this Project we will carry public liability insurance in the amount of £1,000,000 and on the following basis.

- Clause 10 – Bidwells' liability for loss or damage arising under or in connection with the Agreement shall not exceed the amount of £1,000,000 or the amount of Bidwells' professional indemnity insurance for the Agreement, whichever is the lesser amount. We have agreed with you that taking account of the value of the project and the extent of our involvement that this limit will represent the maximum amount of our potential liability under the Agreement. Clause 10 also specifies a net contribution provision which applies a limit on our possible liability based on us being responsible for a just and equitable amount of losses or damage caused.

Bidwells provides a professional standard of service, but if at any time you are not satisfied, please bring the issue to our attention as soon as possible and we can discuss how to resolve the issue. We hope we shall be able to settle the matter but you may also have access to our formal complaints handling procedure, written details of which are available on request from Richard Pilsworth, Divisional Managing Partner, Building Consultancy, Bidwells LLP, Trumpington Road, Cambridge, CB2 9LD.

If you have any queries or concerns about these proposals please inform us by return, but if they are acceptable to you, please sign the copy of this Letter of Engagement to confirm that you wish us to proceed as set out in this Letter.

The terms and conditions of the Agreement identified in this Letter shall become contractually binding on you and us when having issued you with this Letter either:

- 1.1.1 (a) you sign the copy of this Letter of Engagement to confirm acceptance of the terms and conditions of the Agreement; or
- 1.1.2 (b) we otherwise notify you that we are able to provide the services on the terms and conditions of the Agreement.

Yours faithfully



for and on behalf of **Bidwells LLP**

Signed for and on behalf of the Client by way of confirmation of the terms and conditions of the Agreement:

I/we agree to the above terms and conditions of Agreement as set out within this letter.

Signed:

Print Name:

Dated:

Position:

TERMS OF ENGAGEMENT – BUILDING CONSULTANCY

1 GENERAL

- 1.1 Subject to the Letter of Engagement, these Terms of Engagement apply along with Bidwells LLP's Standard Terms of Business (see attached) which together with any designs, drawings or other documents referred to in the Letter of Engagement, shall form 'the Agreement' between Bidwells and the Client. In the event of any conflict between the Standard Terms and these Terms of Engagement, these Terms shall take priority. In the event of any conflict between the Letter of Engagement and any other provision in the Agreement, the Letter shall take priority.
- 1.2 The Agreement shall become contractually binding when Bidwells issues the Client with the Letter of Engagement and:
- 1.2.1 the Client signs the Letter of Engagement confirming the terms and conditions of the Agreement; or
- 1.2.2 Bidwells otherwise notifies the Client that it is able to provide the Services on the terms and conditions of the Agreement.
- 1.3 Defined terms shall have the meanings set out in the Letter of Engagement or as otherwise specified in these Terms.
- 1.4 Where an action is required under the Agreement within a specified period of days from a particular date, that period commences immediately after that date. The period will include Saturdays and Sundays but excludes any day that is Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.
- 1.5 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be, delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received; if delivered by hand, whichever is the earlier of on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service (whichever is the earlier). This clause does not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause "writing" shall not include e-mail.
- 1.6 The Agreement shall apply to all services and works provided by Bidwells in connection with the Project, regardless of the date of the Agreement.
- 1.7 The Agreement constitutes the whole agreement between Bidwells and the Client in regard to its subject matter and supersedes all previous agreements.
- 1.8 If any court or competent authority decides that any provision of the Agreement is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

2 BIDWELLS SERVICES

- 2.1 Bidwells shall:
- 2.1.1 exercise reasonable skill, care and diligence in the performance of the Services specified in the Letter of Engagement and its obligations under the Agreement;
- 2.1.2 make all reasonable endeavours to undertake the Services accounting for any programme agreed in connection with the Project but Bidwells does not warrant that any programme will be achieved and shall not be responsible for delays which are due to circumstances beyond its control and/or for which Bidwells is not responsible;
- 2.1.3 not, without the consent or authority of the Client, give to any person an instruction the effect of which would be to materially vary the Project, increase the cost of, or time taken to complete, the Project;
- 2.1.4 inform the Client of the likely effect of anything relating to Bidwells' Services which Bidwells believes would materially vary the Project, increase the cost of, or time taken to complete the Project.
- 2.2 The Client shall hold others and not Bidwells responsible for their services and works and where Bidwells makes periodic visits to site to monitor workmanship and progress, to check the use of materials, the works' conformity to specification and to report generally on the progress and quality of the works, Bidwells' responsibility is to monitor the same for the purposes of undertaking its Services. Such inspections are for the provision of information only.

- 2.3 Bidwells shall request contractors to provide information such as bank or trade references as the Client requests as part of tender documentation but Bidwells is not responsible for the financial viability of contractors selected for tendering or executing building works.
- 2.4 Where the Client directly appoints a specialist consultant or contractor or a works contractor, Bidwells shall not be liable for any loss, injury or damage incurred through the default of the specialist or contractor. Bidwells shall be responsible for the direction and integration of the specialist's services or contractor's works only where expressly required. .

3 CLIENT'S RESPONSIBILITIES

- 3.1 The Client, not Bidwells, shall:
- 3.1.1 satisfy itself as to the adequacy of the professional indemnity insurance of any other consultants or specialists engaged in regard to the Project;
 - 3.1.2 be responsible for obtaining and satisfying itself of the adequacy of warranties from other specialists and consultants.
- 3.2 Bidwells shall be entitled to rely upon the Client's representative as having the authority of the Client for all purposes relating to the Agreement and the Client shall promptly inform Bidwells in the event of any replacement.
- 3.3 All the Client's instructions to Bidwells under or in connection with the Agreement (including to vary, add to or suspend the Services) shall be given in writing, or, if given orally, confirmed in writing within 7 (seven) days.
- 3.4 The Client shall promptly convey to Bidwells any decision or information held by the Client necessary for the proper performance of the Services.
- 3.5 Bidwells liability in regard to or in connection with any works relating to the Project shall be limited to omissions or errors reasonably discoverable by Bidwells undertaking periodic inspections of the Site. Where frequent or constant inspection is necessary or required, a resident surveyor, clerk of works or resident engineer should be appointed by the Client to supervise the day-to-day administration of the works.

4 PAYMENT FOR SERVICES

- 4.1 Bidwells shall submit a fee invoice for undertaking the Services:
- 4.1.1 monthly, or at the conclusion of agreed service stages, whichever is the more frequent;
 - 4.1.2 at suspension or termination of the Services;
 - 4.1.3 when work proves to be abortive, in respect of the Project; and
 - 4.1.4 at conclusion of the Services.
- 4.2 Payment invoices shall be issued in accordance with the terms set out in the Letter of Engagement and shall state the amount specified as due at the payment due date and the basis of calculation of that amount.
- 4.3 Payment of each invoice shall become due to Bidwells on the date of issue of the invoice. The final date for payment of any amount due shall be 14 (fourteen) days after the relevant due date.
- 4.4 Payment notices
- 4.4.1 No later than 5 (five) days after a payment becomes due, the Client shall notify Bidwells of the sum that the Client considers to have been due at the payment due date and the basis on which that sum is calculated.
 - 4.4.2 Unless the Client has served a notice under clause 4.4.3, it shall pay Bidwells the sum referred to in the Client's notice under clause 4.4.1 (or, if the Client has not served such a notice, the sum referred to the Bidwells' invoice) (together referred to as "the notified sum") on or before the final date for payment of the relevant amount.
 - 4.4.3 Not less than 7 (seven) days before the final date for payment, the Client may give Bidwells notice that it intends to pay less than the notified sum. Any such notice shall specify the sum that the Client considers to be due on the date the notice is served and the basis on which that sum is calculated.
 - 4.4.4 Unless a notice is given as provided for in clause 4.4.3 the Client shall pay the notified sum. The Client shall not in any event delay payment of any undisputed part of any invoice.

- 4.5 Bidwells may suspend performance of any or all Services and obligations under the Agreement by giving at least 7 (seven) days notice in writing stating its intention to do so in the event that the Client fails to pay any amounts due by the final date for payment and in the absence of an effective notice under clause 4.4.3 of the intention to pay less than the notified sum. The right to suspend performance shall cease when the Client makes payment of the amount due. The Client shall pay to Bidwells a reasonable amount in respect of Bidwells costs and expenses arising out of such a suspension. Any such period of suspension shall be disregarded in computing any contractual date for completion of the Services. Such a suspension shall not be treated as a suspension under clause 6 below.
- 4.6 In addition to the fees identified in the Letter of Engagement, Bidwells shall be entitled to reimbursement of expenditure relating to:
- 4.6.1 fees, other charges and disbursements of any main or other contractor, supplier, clerk of works, other consultant, professional or consultant engaged with the prior written consent of the Client whether directly or as agent for the Client, and whether or not working under the direction or supervision of Bidwells;
 - 4.6.2 the reasonable cost of producing or reproducing documents, drawings, maps, photographic and other records and presentation materials;
 - 4.6.3 reasonable travel and hotel expenses (including mileage for car travel);
 - 4.6.4 unit charges (but not standing charges) for communications by telephone, facsimile transmission, post, messenger, etc;
 - 4.6.5 fees and advertising costs in connection with applications for local government consents such as planning permission and building regulation consent;
 - 4.6.6 any other fees or expenses which the Client has authorised Bidwells in writing to incur.
- 4.7 Unless expressly agreed to the contrary, in addition to the fees identified in the Letter of Engagement Bidwells shall be entitled to payment at the hourly rate specified in the Letter of Engagement for, any work arising out of or in connection with:
- 4.7.1 preparing maintenance manuals or other documents (drawings, maps, photographic and other records, models and presentation materials);
 - 4.7.2 varied instructions resulting in additional or abortive services or work;
 - 4.7.3 defects in materials or in the work of others;
 - 4.7.4 reinstatement of damaged work;
 - 4.7.5 determination of a main or other contractor's employment under a building contract and the appointment of new (main or other) contractors;
 - 4.7.6 overrun of a contract administered by Bidwells where such overrun is beyond Bidwell's control;
 - 4.7.7 investigating, negotiating and agreeing loss and expense claims.
- 4.8 Upon written request, Bidwells shall provide:
- 4.8.1 time sheets where the fee is based on time charges;
 - 4.8.2 original receipts or other evidence of expenses or disbursements.
- 4.9 Where Bidwells' fees are based on a percentage of construction costs, those costs shall include:
- 4.9.1 adjustments consequent upon variations and fluctuations;
 - 4.9.2 expenditure of provisional, prime cost sums, or contingencies;
 - 4.9.3 the value of materials, labour or services provided by the Client free of charge; but shall exclude the value of any loss and expense claims.
- 4.10 Where Bidwells is involved in additional services or work because of:
- 4.10.1 changes in the scope of the Project;

- 4.10.2 changes in the programme for the Project;
- 4.10.3 changes instructed to the Services; and/or
- 4.10.4 the commencement of adjudication, arbitration or litigation,

the Client shall pay Bidwells additional fees calculated (unless otherwise agreed) on the time charge basis set out in the Letter of Engagement.

5 INSURANCE

In regard to its obligations under the Agreement, Bidwells shall take out professional indemnity insurance and/or public liability insurance with an insurer listed for this purpose by the RICS and at the rate and for the period specified in the Letter of Engagement, subject to being able to obtain such insurance on commercially reasonable rates and terms.

6 SUSPENSION AND TERMINATION

- 6.1 The Client may suspend performance by Bidwells of all or any of the Services by giving 7 (seven) days notice in writing. If the Services have been suspended for a period of more than 12 (twelve) months, either party may terminate the Agreement by giving written notice to that effect.
- 6.2 The Client may terminate the appointment of Bidwells under the Agreement by giving 14 (fourteen) days written notice to Bidwells.
- 6.3 Where the Services have been suspended by the Client and the Agreement has not been terminated, the Client may, by giving reasonable notice, require Bidwells to resume the performance of the Services.
- 6.4 If the Client materially breaches its obligations under the Agreement, Bidwells may serve on the Client a notice specifying the breach and requiring its remedy within 14 (fourteen) days, and if the Client then fails to remedy that breach within that period, Bidwells may terminate the Agreement giving written notice to the Client.
- 6.5 If either party:
 - 6.5.1 commits an act of bankruptcy or has a receiving or administrative order made against it;
 - 6.5.2 goes into liquidation;
 - 6.5.3 becomes insolvent; and/or
 - 6.5.4 makes any arrangements with its creditors;

the other may suspend performance of the Services or may terminate the appointment by giving written notice.

7 CONSEQUENCES OF SUSPENSION AND TERMINATION

- 7.1 If performance of the Services has been suspended under clause 4.5 or clause 6 above, or if the Agreement has been terminated pursuant to the provisions of clause 6 above:
 - 7.1.1 the Client shall pay Bidwells any amounts due to Bidwells up to the date of suspension or termination together with a fair and reasonable amount commensurate with the services performed by Bidwells up to that date.
 - 7.1.2 unless the Agreement has been terminated by the Client because of a material breach by Bidwells, the Client shall pay Bidwells within 28 (twenty-eight) days of written demand any consequential costs necessarily incurred as a result of the suspension or termination such as for loss of profits or business.
- 7.2 Termination of the Agreement shall be without prejudice to any other rights and remedies of the parties.

8 COPYRIGHT

Bidwells may publish or join in publishing any description or illustration of the relevant project or works with the prior consent of the Client.

9 ASSIGNMENT

Neither the Client nor Bidwells may assign or transfer the benefit of the Agreement or any rights arising under it without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

10 LIABILITY

- 10.1 Nothing in these Terms shall limit or exclude Bidwells' liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession). Subject to this clause 10.1, the following parts of clause 10 shall apply.
- 10.2 No action or proceedings arising from any breach of Bidwells' obligations under the Agreement shall commenced after the expiry of 6 (six) years from the date of the last of the Services performed under the Agreement, or if earlier, practical completion of the construction of the relevant works or project.
- 10.3 In any action or proceedings:
- 10.3.1 Bidwells' liability for loss or damage shall not exceed the amount specified in the Letter of Engagement or in the absence of such an amount, the amount of Bidwells' professional indemnity insurance for the Agreement; and;
 - 10.3.2 no employee or agent of Bidwells shall be personally liable to the Client whether in contract, tort (including negligence) or for any other liability whatsoever arising under or in connection with the Agreement.
- 10.4 Bidwells shall not under any circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for
- 10.4.1 loss of profits;
 - 10.4.2 loss of sales or business;
 - 10.4.3 loss of agreements or contracts;
 - 10.4.4 loss of anticipated savings;
 - 10.4.5 loss of or damage to goodwill;
 - 10.4.6 loss of use or corruption of software, data or information; or
 - 10.4.7 any indirect or consequential loss.
- 10.5 The total liability of Bidwells shall be limited to:
- 10.5.1 the amount specified in the Letter of Engagement or in the absence of such an amount, the amount of Bidwells' professional indemnity insurance for the Agreement; and
 - 10.5.2 shall not exceed such sum as it is just and equitable for Bidwells to pay having regard to the extent of Bidwells' responsibility for the loss and/or damage in question and on the assumption that:
 - 10.5.2.1 all other consultants and contractors providing work or services for the Project have provided to the Client contractual undertakings on terms no less onerous than those of Bidwells under the Agreement;
 - 10.5.2.2 there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other person referred to in this clause; and
 - 10.5.2.3 all the persons referred to have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for that loss and/or damage.
- 10.6 Bidwells shall not be liable for any claim arising out of or in connection with pollution, contamination or asbestos related matters.

11 LEGAL ADVICE

Bidwells does not hold itself out as qualified to provide legal advice and will not be responsible if the Client relies upon Bidwells' advice as to contractual or other legal matters. The Client is recommended to obtain appropriate legal advice.

12 DISPUTE RESOLUTION

- 12.1 The parties shall use reasonable endeavours to resolve any dispute or difference between them through negotiation or mediation.
- 12.2 Where the Agreement is a "construction contract" as defined under The Housing Grants, Construction and Regeneration Act 1996, then either party may refer a dispute or difference arising under or in connection with the Agreement to adjudication at any time and Part 1 of the

Scheme for Construction Contracts (England and Wales) Regulations (as amended) shall take effect as if it was incorporated into this clause. The adjudicator shall be nominated at the request of either party by the Royal Institute of Chartered Surveyors.

- 12.3 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

13 GENERAL INSURANCE MEDIATION (GIMA)

- 13.1 Bidwells LLP is not authorised by the Financial Services Authority (FSA). However, we are included on the Register maintained by the FSA so that we can carry out insurance mediation activity, which is broadly advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Royal Institution of Chartered Surveyors (RICS). The Register can be accessed via the FSA website www.fsa.crov.uk/register.

13.2 What general insurance mediation services will we provide?

We do not provide advice or make recommendations regarding insurance. However, we will assist in dealing with any claims, which can include:

- notifying the claim to the insurer;
- completing claim forms;
- negotiating the settlement of a claim.

- 13.3 It is important that you notify us immediately of any incidents which may result in a claim. Where you deal directly with the broker or insurer after the initial setting up of the policy you should refer to the policy documents for details of how to make a claim. If you wish us to act on your behalf, it is essential we are involved at the earliest opportunity to take steps to protect your interests.

- 13.4 If you receive a letter of claim from a third party this must be passed, without acknowledgement, directly to us or your insurance broker/provider.

- 13.5 If you wish to notify us of a claim, please contact the Partner named in your Letter of Engagement.

13.6 Compensation Arrangements

We are covered by the RICS' Clients Money Protection Scheme. You may be entitled to compensation through that scheme if we cannot meet our obligations. This will depend on the business and the circumstances of the claim.

14 COMPLAINTS

- 14.1 Please address any complaint to the Partner notified in your Letter of Engagement. We operate a formal complaints procedure in accordance with the requirements of the RICS, a copy of which is available upon request. If your complaint is not resolved to your satisfaction, you may refer it to one of the following dispute resolution schemes:

For Consumer Redress –

- Ombudsman Services: Property www.ombudsmanservices.org/property.html

For Commercial Redress -

- RICS Dispute Resolution Service www.rics.org/drs
- CEDR Solve www.cedr-solve.com
- Arbitration Procedure for Surveying Disputes www.idrs.ltd.uk

Author: P Kentish
Date reviewed: 05/01/2016

TERMS OF BUSINESS

1 INTRODUCTION

The Agreement between us comprises the current Terms of Business, our Letter of Appointment and applicable Terms of Engagement. This document sets out the terms on which we accept instructions as further defined in our Letter of Appointment, the Terms of Engagement. In the event of any conflict or discrepancy between the terms in these standard Terms of Business, our Letter of Appointment and Terms of Engagement, the terms in our Letter of Appointment and Terms of Engagement shall take priority where they expressly vary by specific reference to any clause in these terms.

2 DEFINITIONS AND INTERPRETATION

2.1 The terms set out below shall have the meanings set out beside them.

Bidwells or "we"	Has the meaning given to it in Clause 3.1
Service or Services	The services supplied or to be supplied by Bidwells as described in the applicable Letter of Appointment and/or Terms of Engagement
Client or "you"	Has the meaning given to it in the Letter of Appointment
CDM Regulations	Has the meaning given to it in clause 12.3
Intellectual Property Rights	All: copyright; patent rights; trade or service marks; design right; rights in or relating to databases; rights in or relating to confidential information; and any other intellectual property rights (registered or unregistered) throughout the world; including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for past infringements
GDPR	Has the meaning given to it in clause 21.1

2.2 The following rules of interpretation shall apply in this Agreement:

- (i) reference to this Agreement shall mean these standard Terms of Business together with all terms set out in any Terms of Reference and Letter of Appointment;
- (ii) reference to "including" in this Agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words;
- (iii) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation;
- (iv) references to clause numbers shall be to those in this Agreement;
- (v) reference to the singular shall include the plural and vice versa and references to a gender shall include the other gender;
- (vi) the headings in this Agreement are for ease of reference only and shall not affect its interpretation;
- (vii) reference to this Agreement shall include a reference to it after it has been amended, added to or replaced by a new agreement.

3 CONTRACTING PARTIES

3.1 Your contract is with Bidwells LLP ("Bidwells") which is a limited liability partnership incorporated in England and Wales with registered number OC344553. A limited liability partnership is a body corporate which has "members". However, it is more usual for senior professionals to be referred to as "partners". The term "Partner" is used to refer to a member of Bidwells LLP or an employee or director of Bidwells with equivalent standing or qualifications. There is, however, no partnership between the members or between the members and Bidwells LLP. References in our Agreement to "firm",

“we”, or “our” are references to Bidwells LLP. A list of the names of the members of Bidwells LLP together with a list of those non-members who are designated as partners is available for inspection at Bidwell House, Trumpington Road, Cambridge, CB2 9LD.

3.2 Where two or more Client parties jointly instruct us, we are only able to accept instructions on the following basis:

- 1.1.1 we have each of the Client’s authority to discuss relevant confidential information with all of the joint Clients.
- 1.1.2 we will share any advice given or work undertaken with all or any of the joint Clients
- 1.1.3 we may accept, and rely upon, instructions given by any one of the Clients unless the Clients inform us in writing to the contrary
- 1.1.4 each Client will be jointly and severally liable to Bidwells under this Agreement.

3.3 The duties and responsibilities owed to the Client are exclusively those of Bidwells. No partner, employee, director or consultant of Bidwells shall owe to the Client any personal duty of care or be liable to the Client for any loss or damage whatsoever arising as a consequence of the acts or omissions of such partner, employee, director or consultant of Bidwells (including negligent acts or omissions) save and to the extent that such loss or damage is caused by the fraud, dishonesty, willful misconduct or unauthorized conduct on the part of such partner, employee, director or consultant of Bidwells. It is agreed that each of our partner, employee, director or consultant of Bidwells will have the right to enforce this paragraph pursuant to the Contracts (Rights of Third Parties) Act 1999. We reserve any right we may have to rescind or vary these Terms of Business without having to seek the consent of any third party.

3.4 Acceptance of this Agreement and our instruction is confirmed by either our confirmation of receipt of your signed Terms or our commencement of the provision of the Service to the Client, whichever first occurs.

4 OUR SERVICES

4.1 Bidwells is regulated by The Royal Institution of Chartered Surveyors (RICS) Firm No: 000625. Our duties and Services are limited to those set out in this Agreement. Bidwells is a multidisciplinary business. We will be pleased to provide additional services on terms to be agreed (as described in more detail in the initial Letter of Appointment). Any proposals issued by us are valid for acceptance within 28 days from the date of issue unless otherwise indicated.

4.2 We warrant that our Service will be provided with all reasonable skill and care and substantially in accordance with appropriate Practice Statements of RICS or other appropriate professional bodies. Our Services are defined in our Letter of Appointment and Terms of Engagement.

4.3 If either of the warranties in clause 4.2 above is breached, you will notify us without delay and we will use our reasonable endeavours to remedy the problem within a reasonable time. You will give us a reasonable opportunity to comply with our obligation under this section before you will be entitled to take any other action.

4.4 Apart from the terms set out above, no conditions, warranties or other terms apply to the Services or to anything else supplied under this Agreement. In particular, no implied conditions, warranties or other terms relating to satisfactory quality or fitness for any particular purpose will apply to anything supplied under this Agreement.

5 PERSONS RESPONSIBLE FOR YOUR WORK

5.1 In this Agreement, we will confirm to you the Partner responsible for your work, and the agent/professional (if different) unless they are known to you from previous dealings. We will use our reasonable endeavours to tell you if there is to be any change.

6 YOUR INSTRUCTIONS AND INFORMATION

6.1 Bidwells shall act in accordance with and shall be entitled to rely upon the accuracy and completeness of the information provided by the Client, the client’s advisers and any instructions which are received or in the reasonable opinion of Bidwells appear to have been received from a person authorised to give instructions on behalf of the Client. Bidwells shall bear no liability in respect of any advice or anything done by it in good faith and in accordance with such instructions and/or in reliance upon such information.

6.2 The Client undertakes to promptly (i) provide free of charge to Bidwells any information that is reasonably necessary for Bidwells to perform the Service; (ii) notify Bidwells of any changes relating to this information; and (iii) ensure that its decisions, instructions, consents or approvals in relation to all matters properly referred to it shall be given in such reasonable time so as not to delay or disrupt the performance of the Service by Bidwells; and (iv) carry out any obligation or responsibility sets out in the Letter of Appointment, Terms of Business and/or the Terms of Engagement. Bidwells shall have no liability for any failure to provide or delay in providing, the Service which is associated with any failure by the Client to comply with this section.

7 CHARGES

7.1 Fees (‘remuneration’ in the case of sales or acquisitions) will be charged as set out in our Agreement. With the exception of our Estate Agency services, unless otherwise agreed in writing, we will charge for our fees and expenses plus VAT monthly. Were our Fees or remuneration are not noted as inclusive of expenses and costs, these will be incurred on travel and subsistence, and on goods and services purchased on your behalf, and will be charged at cost or as otherwise agreed in writing. If the Terms are varied or there is any change in the Client’s requirements during the course of the instruction,

additional charges may be payable. All fees and expenses for services supplied in the UK are subject to VAT at the prevailing rate. Where we charge on a time basis, our fee rates are reviewed on 1 January each year and we shall use our reasonable endeavours to notify you of the new rates. Any increase will apply automatically from that date.

8 PAYMENT

- 8.1** Invoices will be submitted in Sterling and payment must be made for that amount net of conversion costs and bank charges. We reserve the right to ask you to make payments on account from time to time and to submit interim invoices. If we send an invoice to you and we are at that time holding on your behalf (in our client account) money which is not held for another designated purpose, we shall pay (or partly pay) our invoice.
- 8.2** Unless otherwise specified in our Agreement invoices will become payable on the date rendered. It is not our practice to send statements. In the event of late or non-payment, without affecting any other right or remedy to which we may be entitled (i) we may charge interest and recovery costs in respect of any amounts that remain unpaid after the date for payment until receipt of payment in full. Interest will be calculated in accordance with the "Late Payment of Commercial Debts Regulations 2002"; and/or (ii) we may suspend the provision of Services until receipt of payment in full.
- 8.3** Unless otherwise agreed between us in writing, each and every party (whether an individual firm, partnership, company, or any other legal entity) whose interests we represent while acting in accordance with your instructions will be jointly and severally liable for the payment in full of all of our fees, remuneration, expenses, and VAT. This applies irrespective of any agreement reached between you and any other party as to how our fees etc are to be paid or to whom we address or you ask us to address our invoices and other communications.
- 8.4** If our invoice is to be paid by someone other than you, you will remain responsible for the invoice until the third party has paid it. This is because you are our Client and if the third party does not pay we generally have no right to claim against that third party.

9 CONFIDENTIALITY

- 9.1** We are under a professional, statutory and other legal obligation to keep the affairs of clients confidential to those necessarily engaged in this instruction. Information passed to us will be kept confidential and will not be disclosed to third parties except: (i) with your prior written consent; or (ii) if the information comes into the public domain without any breach by us; or (iii) as required by law; or (iv) if we are required to disclose by regulatory or revenue authorities in which case we will endeavour to give you advance notice of such disclosure requirements. If on your authority, we are working in conjunction with other professional advisers, unless you instruct us otherwise in writing we may disclose any relevant aspect of your affairs to them. You will treat our confidential information in the same way.
- 9.2** We owe the same duty of confidentiality to all our clients. Accordingly you give your informed consent and agree that if at any time we possess information in respect of which we owe a duty of confidentiality to a former or another current client, we may act for you, subject to our rules of professional conduct, even though the information may be material to an Agreement with you. You agree that we will not be required to disclose such information to you nor use it on your behalf.
- 9.3** We may outsource certain business support functions including, but not limited to, IT, archiving and document storage to 3rd party organisations. Where such services are outsourced we will take all reasonable steps to ensure your information is kept confidential and only processed in accordance with your instructions. You consent to such outsourcing arrangements including the transfer of any personal data to such organisations. Further details of these arrangements can be found in our Privacy Policy.
- 9.4** We are subject to third-party audit for various reasons, including certification to ISO Standards. Such auditors operate under strict confidentiality rules. Unless you request otherwise in writing, any information we hold may be viewed during an audit.

10 CONFLICTS OF INTEREST

- 10.1** If the Client is aware or becomes aware of a possible or actual conflict of interest, this shall be notified immediately to Bidwells. Where a potential or actual conflict of interest arises, then Bidwells shall take account of legal constraints, professional regulations and the Client's and other clients' interests to determine whether Bidwells should continue to act for both parties, for one party, or for neither. In the event of such a conflict arising, Bidwells shall in its discretion, be entitled to terminate this Agreement with immediate effect by giving notice in writing to the Client.
- 10.2** You agree that, without detracting from our duty of confidentiality to you and subject to our rules of professional conduct, we may now or in the future without your consent act for your competitors or other clients whose interests are or may be opposed to or in conflict with yours or those of members of your group. However, where we are acting for you on a project, we will not act for another client on the same project unless and to the extent that we are permitted to do so by such rules.

11 INSIDE INFORMATION

- 11.1** If you are a company which has, or the subsidiary of a company which has, securities which are listed on a regulated market you will notify us if a matter, on which we are advising you is or becomes 'inside information' in relation to that company or its securities following which we will implement our internal procedures relating to the handling of that information.

12 HEALTH AND SAFETY

- 12.1** You are responsible for the condition of your property, for the health, safety and welfare of your employees and for putting in place the necessary measures to comply with your duties under health and safety legislation.
- 12.2** We will implement your instructions in accordance with these Terms of Business and liaise with you as required over your health and safety management arrangements. However, the law does not allow you to contract out of your health and safety duties and you should seek your own specialist health and safety advice to help you comply with your duties.
- 12.3** For the purposes of the Construction (Design and Management) Regulations 2015 (the “CDM Regulations”) you confirm acceptance of the following dutyholder appointments in relation to routine construction work which is undertaken in relation to your property on the basis that such dutyholder roles apply in each case and subject to the provision that acceptance of the appointments may be declined or this agreement may be terminated at any point.
- “Client”, being the person or organisation commissioning, contracting with the supplier and paying for the work.
 - “Designer”, being the person or organisation designing or specifying the nature of the work or aspects of it.
 - “Contractor”, being the person or organisation carrying out the construction work.
 - “Principal Designer”, being the person or organisation controlling the design and specification of the work including coordinating the activities of other designers.
 - “Principal Contractor”, being the person or organisation carrying out the construction work and coordinating the activities of other contractors.
- 12.4** The identities of duty holders under the CDM Regulations will be determined on a job-by-job basis. The purpose of this Agreement is to confirm that you understand the roles; are aware of the duties relating to each role; and accept the relevant duty holder appointments for routine construction work, thereby avoiding the requirement to make separate appointments for each construction job of a routine nature where we act on your behalf in arranging and monitoring construction work.

13 LIMITATION OF LIABILITY

- 13.1** Neither party's liability (i) for death or personal injury caused by its negligence or the negligence of its employees or agents; or (ii) for fraudulent misrepresentation; or (iii) for any other liability that cannot under applicable law be excluded or limited; is excluded or limited by this Agreement, even if any other term of this Agreement would otherwise suggest that this might be the case. The Client's liability to pay any charges due under this Agreement is not limited or excluded
- 13.2** Other than as set out in clause 13.1, Bidwells shall not be liable (whether for breach of contract, negligence or for any other reason) for any (i) loss of profits; or (ii) loss of sales; or (iii) loss of revenue; or (iv) loss of any software or data; or (v) loss or waste of management or staff time; or (vi) indirect, consequential or special loss.
- 13.3** Subject to clauses 13.1 and 13.2, our total liability under or in connection with this Agreement and howsoever arising (and whether in respect of any and all breaches of contract or breach of duty, tortious (or delict in Scotland) including negligence or otherwise), shall be limited to a maximum of £1 million in aggregate.
- 13.4** Bidwells and the Client believe the limitations and exclusions of liability set out in this clause are reasonable having regard to our joint assessment of the amount of any liability, the charges and the availability of professional indemnity insurance. If this limit is not acceptable please contact the Partner responsible to discuss agreeing higher limits; any variation agreed will be recorded in writing.

14 NET CONTRIBUTION

- 14.1** If you suffer loss or damage as a result of our breach of contract or of our negligence, our liability shall be limited to a just and equitable proportion of the total loss or damage you suffer other having regard to the extent of the responsibility of any other party who may also be liable to you in respect of such loss or damage. Our liability in the circumstances shall not be increased by reason of any actual or potential shortfall in recovery from another party whether due to any exclusion or limitation of liability which you have agreed with another party, difficulty in enforcement, settlement of claims, insufficient assets or insurance of another party or any other reason. The extent to which any loss or damage will be recoverable by you from us will be limited so as to be in proportion to our contribution to the overall fault for such loss or damage, taking into account any contributory negligence by you, your other advisers and/or any other third party responsible to you and/or liable in respect of such loss. We shall not be liable to you for any indirect or consequential loss or damage whatsoever.

15 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 15.1** Except as provided for under clause 3 above (Bidwells staff) a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any Terms of the Agreement but this does not affect a right or remedy of a third party which exists or is available apart from that Act.
- 15.2** No liability whatsoever is accepted in relation to any third party or for any report or other advice for any other purpose without the express written consent of Bidwells.

16 LEGAL DOCUMENTATION

- 16.1** We do not accept responsibility for the preparation or retention of legal documents which are the responsibility of a solicitor or other legal/professional advisers. Where required, we will comment on matters within our skill and/or knowledge without any acceptance of liability on such matters about which we are not expected to have the skill and/or knowledge.
- 16.2** Following the preparation of Heads of Terms, Memorandum of Sale or similar and prior to exchange of unconditional contracts or completion of missives in Scotland we shall provide you with commercial advice regarding these terms etc and if required by you we will monitor the progress of the legal and conveyance process by your legal or other advisors. We do not act between the parties post exchange of unconditional contracts or completion of missives in Scotland in the conveyance of property or transfer of funds.

17 INTELLECTUAL PROPERTY RIGHTS

- 17.1** Unless otherwise agreed in writing, all Intellectual Property Rights in and relating to all materials used by us in connection with the Services and all works (including documents and reports) prepared by us for you including all plans, maps, drawings, models, specifications, photographs and all other records, documents, reports or presentational materials remain the property of Bidwells. All associated know-how shall reside with us or our licensors (e.g. RICS requirements in the Practice Paper: "Whose Files are they Anyway?" 2013), Ordnance Survey). In relation to any third-party materials, the Client shall comply with such additional licence terms as may from time to time be applicable to such materials.
- 17.2** Subject to payment by the Client of the fees, remuneration and expenses properly due to Bidwells under this Agreement Bidwells grants to the Client a royalty-free, irrevocable non-exclusive licence to copy and use the documents for any purpose related to the applicable instruction and as necessary for the purpose for which the works were originally produced and intended but not otherwise. Such licence shall carry the right to grant sub-licences and these licenses and sub-licences shall be transferable to third parties for any purpose related to the applicable instruction only with the prior written agreement of Bidwells which shall not be unreasonably withheld. You will not disclose or make available any details of our advice to any third party without our prior consent. Any further use, if acceptable to Bidwells, shall be subject to separate consent, terms and a further fee.
- 17.3** Bidwells shall not be liable for any use of documents, reports or advice for any purpose other than that for which they were prepared and provided by Bidwells or for any use by a third party and the Client shall indemnify Bidwells against any claims, costs, loss, damages expenses incurred or suffered associated with any allegation or claim made by such a third party.
- 17.4** No reliance will be placed by the Client on draft reports or interim advice (oral or written) provided by Bidwells as these may vary significantly from any final report or advice.

18 DISCLOSABLE INTEREST

- 18.1** In matters involving the sale of land or property, we will disclose to you, and any person with whom we negotiate, any interest we may have in the land or property, the subject of the sale/purchase, or in the proceeds of the sale. Such interest can arise in many different ways – for example, through any connections we may have with you or any member of your family or any business or company with whom you and/or we may have connections. Accordingly, please notify us in writing of any such connections of which you are aware.
- 18.2** Where Bidwells is aware of a declarable interest, the relevant disclosure will be made on all sales and marketing particulars.

19 ANTI-MONEY LAUNDERING

- 19.1** Bidwells LLP is registered with Her Majesty's Revenue & Customs (HMRC) under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and 2019. Our Registration Number is XKML00000127857. We operate anti-money laundering procedures that may require us to collect, hold, verify, update and retain current evidence of the identity of our clients, their beneficial owners and sometimes other people related to them or prospective purchasers/tenants. We may use an industry recognised third-party provider to carry out electronic checks and may ask you to provide evidence of your identity or others within your control, including prospective purchasers/tenants. These electronic checks will leave a 'soft footprint' but will not affect your credit rating. By instructing us, you recognise that under the Regulations section 43 (1) Clients who are not listed on a regulated market, must on request from Bidwells provide information regarding its identity including the senior persons responsible for its operations, legal owners, beneficial owners and its articles of association or other governing documents including any body corporate or trust which is directly or indirectly a legal owner or beneficial owner. You agree to us carrying out such checks and we reserve the right to pass on to you the cost of doing so. The information will not be disclosed to any other person, except for those duly authorised to regulate or conduct enquiries under these Regulations. For more details of the basis on which we process this data, please refer to our Privacy Policy.
- 19.2** The Client undertakes to deliver without undue delay and no later than an exchange of contracts or completion of missives in Scotland for the sale of property proof of identity, proof of the source of funds or other information as necessarily required to satisfy these Regulations. This shall include directing others within the control of the Client (including prospective purchasers/tenants and their beneficial owners if appropriate) to provide as we may require appropriate information to Bidwells. You agree promptly to provide all necessary information for us to undertake these checks and accept that we are unable to commence work or continue our Service on your behalf until they are satisfactorily completed.
- 19.3** If there is a material change in the controlling interests of the owners or ownership of the property including beneficial owners or of a prospective purchaser/tenant or their beneficial owners during our appointment, you will notify us of the

changes as soon as practicable so that any necessary further steps can be taken. Pending completion of further checks you agree that the sale/letting process may be suspended until Bidwells has received all information that we deem necessary to comply with our regulatory obligations.

- 19.4** Bidwells may cease to act for the Client in the event that the Client does not provide satisfactory information of the identity of these parties within two weeks of Bidwells' request. Where we are required to withdraw from this instruction and/or this Agreement for lack of this information, Bidwells reserves the right to fees, remuneration and expenses and VAT due to date under this Agreement or 50% of any transactional fee or remuneration plus all expenses, disbursements and VAT that would have been payable should the transaction have completed, whichever is the greater.
- 19.5** You agree that we may provide copies of this information to other advisers you instruct or whom we instruct on your behalf for their use in meeting similar requirements imposed upon them.
- 19.6** We do not accept any liability for losses which you may incur due to our compliance with the statutory obligations.

20 THE BRIBERY ACT 2010

- 20.1** It is the policy of Bidwells to conduct all of its business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption or circumstances which may give the perception of impropriety. We are committed to acting professionally and with integrity in all of our business dealings and relationships. In order to give effect to our values and comply with the Bribery Act the Client must immediately notify Bidwells in writing if the Client becomes aware of any person (employee, agent, intermediary, contractor, private individual, commercial organisation or public official) connected with Bidwells that has breached or committed an offence under the Bribery Act or participated in any form of corrupt behaviour.
- 20.2** Bidwells shall have the right to terminate this Agreement with the Client immediately in writing, without penalty or liability if Bidwells reasonably believes that the Bribery Act has been breached or an offence has been committed. The Client agrees to adhere to Bidwells Antibribery and Corruption Policy available to download from our website and all applicable UK laws relating to anti-bribery and corruption including but not limited to the Bribery Act.

21 DATA PROTECTION

- 21.1** Bidwells is subject to the Data Protection Act 2018 and GDPR. "GDPR" means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and in the UK.
- 21.2** In the course of Bidwells providing Services under the Agreement, it may be necessary from time to time for Bidwells to have access to personal data belonging to or retained by the Client and for Bidwells to process that personal data on behalf of the Client.
- 21.3** For the purposes of this Agreement, the following terms have the same meaning as in the GDPR:
 personal data;
 data controller;
 data processor;
 processing; and
 data subject.
- 21.4** In relation to any transfer and processing of personal data, other than in relation to our General Insurance Distribution activities which will be subject to clauses 22.4-6 below, as referred to in paragraph 21.1 above it is the intention of the parties that:
 (i) the Client will be the data controller; and
 (ii) Bidwells will be a data processor or sub-processor.
- 21.5** The Client will:
 (i) ensure that it is fully and lawfully entitled to transfer the relevant personal data to Bidwells so as to allow Bidwells lawfully to process the personal data in accordance with this Agreement on behalf of the Client;
 (ii) subject to Bidwells complying with its obligations under this clause, be responsible for ensuring that the processing of the personal data complies with the GDPR (including the eight principles set out in the GDPR). The obligations in this clause 21.5 include taking all steps necessary, including, (without limitation) where appropriate, in relation to the data to be processed under this agreement:
 (iii) obtaining, recording and managing valid and lawful consent from each of the relevant data subjects for the processing by Bidwells of all of the personal data for all of the purposes described in this Agreement; and
 (iv) notifying and obtaining consent from data subjects of the transfer to and processing of personal data by Bidwells and its sub-processors under this Agreement;
 (v) taking all steps to ensure that Bidwells shall not be in breach of the GDPR; so as to ensure that the transfer to Bidwells of the personal data and its processing by Bidwells in accordance with the Agreement complies with the GDPR.
- 21.6** Each party shall have in place and undertakes to maintain throughout the term appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage, or disclosure of any personal data so that, having regard to:
 (i) the state of technological development; and
 (ii) the cost of implementing any measures; and
 (iii) the nature, scope, context and purposes of processing; and
 (iv) the risks of varying likelihood and severity to the rights and freedoms of data subjects;

- (v) the measures taken ensure a level of security appropriate to the risk.
- 21.7** Bidwells will take reasonable steps to ensure:
- (i) the reliability of all of its personnel (whether employees or contractors) that may have access to the personal data; and
 - (ii) that they are adequately trained in the handling of personal data;
 - (iii) that they have committed to confidentiality obligations.
- 21.8** Bidwells will act only in accordance with the Client's documented instructions in relation to the personal data and will not use the personal data for any purpose other than to provide the Services under the Agreement. The Client's instructions are documented in the schedule to the applicable Letter of Appointment.
- 21.9** The data transferred to Bidwells under this Agreement at all times remains the property of the relevant data controller.
- 21.10** The Client confirms its approval of the subcontractors notified by Bidwells. Bidwells is otherwise permitted to subcontract the processing of any personal data if the third party has been notified to the Client.
- 21.11** In the event of any actual or suspected security breach in relation to the personal data processed under the Agreement, Bidwells shall provide written notice to the Client without undue delay and, in any event within 48 hours. Bidwells shall provide such reasonable assistance to the Client in relation to such breach as may be reasonably required of Bidwells under applicable law.
- 21.12** Bidwells shall provide reasonable assistance to the Client in relation to any data subject's request to exercise any data subject's rights under applicable law. In relation to such request:
- (i) each party shall promptly notify the other in writing on receipt of such a request from a relevant data subject;
 - (ii) to the extent permitted under applicable law, Bidwells shall be entitled to charge and the Client shall pay Bidwells' fees in relation to the provision of such reasonable assistance.
- 21.13** Bidwells will maintain such records of its processing of personal data under this Agreement as may be required by law or Bidwells may deem reasonably sufficient to demonstrate compliance with this clause. Bidwells shall permit the Client and its third-party representatives, on reasonable notice during normal business hours to:
- (i) gain access to, and take copies of, the records; and
 - (ii) inspect all such records, documents and facilities and equipment;
- for the purpose of auditing Bidwells' compliance with its data processing obligations under this Agreement. Bidwells shall give all necessary assistance to the conduct of such audits.
- 21.14** If any supervisory authority imposes a fine or penalty jointly on the Client and Bidwells, Bidwells shall be liable subject to the terms of this Agreement and only to the extent that the fine is attributable wholly and directly to a breach by Bidwells of Bidwells' obligations under this clause 21.
- 21.15** Bidwells may send the Client business and marketing communications which may be of interest to the Client. For further details, please refer to our Privacy Policy. Should the Client not wish to receive such mail from Bidwells relating to our Service please advise the Partner responsible for the applicable instruction

22 GENERAL INSURANCE DISTRIBUTION

- 22.1** General Insurance Distribution activity involves work we do on your behalf where we arrange insurance, advise on policies or assist with claims etc as part of property/estate management. The person responsible for insurance distribution activities at Bidwells is Finlay Clark; Managing Partner, Scotland.
- 22.2** We will not usually receive a commission for handling your insurance business, but where we do, we will advise you of the amount and seek your consent to retain the payment. Where your consent is not received, it will be paid to your credit as per Clause 28 of this agreement.
- 22.3** Bidwells is an Ancillary Insurance Intermediary (AII) regulated by RICS. We can arrange insurance cover to meet your insurance requirements after evaluating your demands and needs:

Either: We will provide you with information about insurance products available which meet the needs we have identified, but we will not provide you with advice or a recommendation and you will need to make your own choice about how to proceed.

Or: We will provide you with advice and a personal recommendation after we have assessed your insurance needs. Where we give advice and make a personal recommendation, it will be based on one of the following:

- a limited number of insurers or brokers with whom we commonly do business (a list of these will be provided) or
- from a single insurer only
- we will not give advice on the basis of a fair analysis of the market

The service we have provided will be specified in the Demands and Needs Statement* issued to you upon implementation of a new policy or renewal of an existing policy. We will only offer policies for your stated needs and will not seek to cross-sell other products or services outside of your identified requirements.

Our insurance services are ancillary to our primary activities and it will not normally be a requirement of the main contract that you place your insurance through us.

*A Demands and Needs Statement provides simple and clear information on the basis on which an insurance product is offered and how it relates to your requirements. This will be accompanied by an Insurance Product Information Document (IPID) where available, or a policy summary issued by the insurer concerned, to enable you to confirm that the cover meets your needs.

22.4 This Firm is not authorised by the Financial Conduct Authority (FCA). However, we are included on the Register maintained by the FCA so that we can carry out general insurance distribution activity which is broadly advising on, selling, and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the RICS. The Register can be accessed via the Financial Conduct Authority website www.fca.org.uk/register.

22.5 In relation to the personal information you provide to us in connection with our Insurance Distribution activities, we are a data processor, with regard to the personal information referred to in clause 21.2.

22.6 We act as your agent and will collect data, including personal information and risk details, solely to enable us to obtain and provide insurance quotations, arrange and administer your insurance. Data collected by us is contractual, and for our legitimate business interests as an insurance intermediary and we will be unable to offer any quotation or insurance if you refuse to provide certain personal data, including health, financial and criminal records data (which is collected in accordance with the Data Protection Act 2018), where these would affect the provision of cover and/or performance of insurance contracts. Your information will be held securely by us and shared with insurers and anyone else involved in the normal course of arranging and administering your insurance which could include reputable providers outside the EU, to enable them to provide accurate terms and they will also obtain data about you and your insurance history from various insurance anti-fraud databases, such as the Claims and Underwriting Exchange as well as publicly available websites and credit referencing agencies.

22.7 We will not give anyone else any personal information except on your instructions or authority, or where we are required to do so by law, or our regulatory requirements. Information about you and your insurances will be held while you are a client and for a period of six years after expiry of Your policies. Under the Data Protection Act 2018 data subjects have the right to see, and correct, personal information about them that we hold. Please write to our data protection officer at our usual office address if you wish to exercise your rights or have a complaint about our use of your data.

22.8 Your Responsibility to Provide Information:

You have a duty under the Insurance Act 2015 to make a fair presentation of the risk to insurers. This duty applies when you take out your insurance cover, throughout the life of your policy, and when you renew your insurance. This duty includes a need for the person in your business that you have nominated as the Insurance contact to undertake a reasonable search for *material information* which is known, or ought reasonably to be known, by anyone playing a significant role in making business decisions in your business (such as your company's principals, directors, senior management or shareholders) and staff responsible for arranging or administering your firm's insurance. You should advise us of any particular concerns which led you to seek insurance cover and any special or unusual facts relating to the risk.

You must ensure that all *material statements* of fact are substantially correct and not misleading, and any *material information* which is a matter of expectation or belief (eg. an estimate or forecast) is provided in good faith. Failure to disclose any material information or change in circumstances to your insurers which could influence the cost, or their decision to accept your insurance, could mean that your policy could be invalidated or cancelled without refund, or that part or all of a claim may be not be paid. 'Material Information or changes in circumstances' could include Your inability to comply with any conditions or warranties applicable to your policy, which should be notified to Us immediately. '*Material statements*' and '*material information*' are information which could influence the judgement of a prudent insurer in determining whether to take on a risk and on what terms.

23 CLIENT MONEY

23.1 We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with in accordance with the Client Money Protection Scheme of the Royal Institution of Chartered Surveyors (RICS). You may be entitled to compensation through the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim. A copy of the Regulations is available on request. Where funds are held in a discreet client account bank charges will be deducted from that account. We will specify in which bank account we will hold the money by name, sort code, number and address of the bank.

24 PROFESSIONAL INDEMNITY INSURANCE

24.1 Bidwells is regulated by the RICS. Details of our professional indemnity insurance specified in the Provision of Services Regulations 2009 is available and can be requested from the Bidwells Finance Director.

25 PROBLEMS AND COMPLAINTS

25.1 Our aim is to provide a first-class service, however, if you wish to register a complaint, please contact us by writing to the Senior Partner, Patrick McMahon, at Bidwells LLP, Bidwell House, Trumpington Road, Cambridge, CB2 9LD or by phone on 01223 841841 or by email at patrick.mcmahon@bidwells.co.uk. We will, wherever possible, endeavour to resolve the matter within three business days, however if this is not possible, we will aim to make a final response to you as soon as is

practicable and keep you reasonably informed as to progress. We anticipate that we will be able to provide a substantive response to the majority of complaints within four weeks, but always within eight weeks. If you cannot settle your complaint with us, you may be entitled to refer it to an appropriate dispute resolution facility, approved by RICS for this purpose. Details of the relevant scheme are available on request, along with a copy of our Complaints Policy. The Complaints Policy does not affect the contractual rights of either party to this Agreement, and all fees, remuneration and expenses plus VAT remain payable in accordance with clause 8.

25.2 Bidwells notes the following redress schemes in the Complaints Policy: The Property Ombudsman (TPO) for Residential Agency, Centre for Effective Dispute Resolution (CEDR Solve) and RICS Dispute Resolution Service.

26 ASSIGNMENT

26.1 Neither party may assign any of their respective rights or obligations under this Agreement in whole or part to a third party without the prior written consent of the other party which shall not unreasonably be withheld.

27 TERMINATION

27.1 The contract may be terminated immediately by either party in writing in the event of the other going into liquidation or bankruptcy or having a receiver or administrator appointed over all or part of its assets, or being the subject of any other formal or substantially insolvency or bankruptcy procedure in any jurisdiction.

27.2 We may terminate this Agreement to act for you at any time by giving you at least 30 days notice in writing.

27.3 We may be obliged to stop acting for you in accordance with statutory or regulatory requirements, including RICS or other professional regulations including the receipt of insufficient information under the Anti-Money Laundering Regulations or regarding conflicts of interest.

27.4 In the event of either party being in material or fundamental breach of any of the Terms of this Agreement, the other may immediately terminate the Agreement and/or applicable instruction in writing if the breach is incapable of remedy; or if it is capable of remedy, the aggrieved party shall serve on the other fourteen days' notice requiring such breach to be remedied and, if such breach is not remedied within the fourteen-day period, this Agreement and/or the applicable instruction shall automatically terminate. Any notice to be given shall be given to you at your principal place of business or contract address, and to us at the office which has been responsible for the work under this Agreement.

27.5 If you decide or we decide that we will no longer act for you, you will be liable to pay on receipt of an invoice all fees, remuneration and expenses plus VAT, costs and charges incurred up to the point at which we cease to act, without deduction or setoff. We will be entitled to retain all your papers and documents while there is money owing to us or for fees and any disbursements we have paid on your behalf.

27.6 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect. Termination of this Agreement will not affect any accrued rights or liabilities which either Bidwells or the Client may have by the time termination takes effect.

28 COMMISSION

28.1 If we receive commission from a third party in relation to a matter which we are handling for you, we will tell you accordingly and will return the payment to your credit unless you give us written authority to retain such commission.

29 PAPERS HELD BY THE FIRM

29.1 On completion of Services and payment of our remuneration, final fees, expenses, costs and charges plus VAT we will return to you, at your request and if appropriate, any documents provided to us for the purposes of this instruction and any other papers to which you are entitled. After completing the Services for you, we will keep electronically and/or physically, our records of the instruction (except for any you asked to be returned to you) for no more than seven years and on the understanding, that after that period of time, we have your authority to destroy these records.

30 FORCE MAJEURE

30.1 No liability is accepted by Bidwells for direct or indirect loss or damage as a result of the provision of Services being prevented, delayed or rendered inappropriate by reasons of circumstances beyond our reasonable control, including but not limited to Act of God, government action, war, riot, acts of terrorism, strike, trade dispute or labour disturbance, fire, flood, storm or in obtaining information of any description.

31 ENTIRE AGREEMENT

31.1 This Agreement contains the whole agreement between the Client and Bidwells and supersedes all prior representations, proposals, agreements or undertakings (whether written or oral). This Agreement shall apply subject to any subsequent variations which are agreed in writing between us.

32 GOVERNING LAW AND JURISDICTION

32.1 Our relationship with you will be governed by English law which shall apply to this Agreement and any disputes arising under or relating to this Agreement. Bidwells and the Client agree to submit to the exclusive jurisdiction of the English Courts.

Version: 18 June 2019