

Robinson & Hall LLP
General Terms of Business

These Terms of Business apply to any services provided by Robinson & Hall LLP (“we”/“us”/“the firm”) to the client (“you”) and should be read in conjunction with any accompanying letters of engagement or specific terms of business. In the event of any conflict between a provision in these Terms of Business and a provision contained in a letter of engagement or specific terms of business then the provision of the letter of engagement or specific terms of business will prevail.

Robinson & Hall is the trading name of Robinson & Hall LLP, a limited liability partnership registered in England, no. OC310546, registered office 118 Bromham Road, Bedford, MK40 2QN. Any references to Robinson & Hall shall be construed as referring to Robinson & Hall LLP. The term “Partner” is used to refer to a Member of the LLP or the Director of a Corporate Member of the LLP and its use does not imply that the Members are trading as an unincorporated partnership.

Fee Basis and Payment

Fees will be calculated on the basis specified in the accompanying written terms of engagement. In the absence of any agreement to the contrary fees will be calculated by reference to the time spent by partners and staff dealing with the matter, including travelling time where appropriate.

In addition to the basic fees, expenses and disbursements may be incurred for which you will be charged. These may include, but shall not be restricted to, travelling, printing, copying, digital mapping data, copyright fees, searches and application fees. A standard charge of £10 will be added to your account at the beginning of the job to cover incidental printing and copying charges. We reserve the right to charge more than this amount should the actual cost of printing and copying exceed this figure.

VAT will be added to fees and expenses at the appropriate rate.

Details of hourly rates are available on request. Hourly rates are reviewed with effect from 1st April each year but we reserve the right to review rates at other times due to promotion, qualification or similar events. New staff will be charged at rates appropriate to their position, experience and expertise.

For fees calculated on a time basis an estimate of the fee will be provided if requested, but this can only be a guide. If it becomes apparent that the fee is likely to be greater than that originally estimated, we will provide you with a revised estimate as soon as practicable.

We reserve the right to ask for payments on account to cover any anticipated expenses, and to decline to undertake further work until such payments have been made. We reserve the right to require reimbursement of expenses and third party charges separately as these are incurred.

For fees charged on a time basis we reserve the right to charge interim fees on a three-monthly basis. For fixed fees the timing and amount of any interim fees will be specified in the accompanying written terms of engagement. In the event of non-payment of an interim fee we reserve the right to decline to undertake any further work and to charge you for all work undertaken to date.

Should our instructions be terminated before completion of the job, we shall charge a fee on a time basis for any work that has already been carried out and recover any expenses incurred.

For jobs on a fixed fee basis, if additional work is required to that originally agreed or if the scope of the job is wider than originally envisaged, we shall charge an additional fee to be agreed between us or in default of agreement charged on a time basis.

Where it has been agreed that the fees will be paid by a third party, we reserve the right to account to you in the first instance and seek reimbursement from the third party on your behalf.

Where our fees are paid via a third party acting on your behalf such as your solicitor you undertake to instruct them to pay any fees due to us together with any interest properly due without any deduction or set off.

Where you agree to the use of third party contractors or consultants we shall, if required, instruct such contractors or consultants on your behalf but the contractual relationship shall exist between you and the contractor or consultant and not with us. You will be responsible for payment of all fees and other costs incurred by the contractor or consultant and will indemnify us against any claims for fees or other costs incurred by the contractor or consultant.

All accounts must be settled within 28 days of issue. We reserve the right to charge interest (both before and after any judgement) on any unpaid invoice at the appropriate rate as determined by current and applicable late payment legislation on a daily basis from 28 days after the date of the invoice until the date of settlement in full. In addition, should the collection of an unpaid invoice be placed with a collection agency, any charges incurred in this respect will be added to the value of the invoice.

We accept payment by

- cash subject to a limit of £1000 without prior agreement,
- cheque or bankers draft subject to current cheque clearing periods,
- any major credit and debit cards subject to a surcharge (not exceeding the transactional charge levied on us by Barclaycard Merchant Services) on all Visa and MasterCard credit card payments (currently 2.2% of the transaction amount) and American Express (currently 3.35% of the transaction amount),
- bank transfer (our bank details are detailed at the foot of each invoice).

Client Monies

Where we hold money on your behalf, such money will be held in the firm's designated client bank account which is maintained separate from the firm's funds. The client account will be operated and all funds dealt with in accordance with RICS regulations. We will not pay interest on client's monies unless agreed at the time the funds are deposited.

Fees received in advance will be held in the firm's client account until the fee invoice is raised. Unless the fee has been agreed beforehand, the monies will remain in the client account for 14 days after the invoice is raised after which the monies will be transferred in settlement of the fee invoice.

We are covered by RICS' Client Money Protection Scheme. 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.

Money Laundering Regulations

In common with all regulated professions we are required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 to:

- maintain identification procedures for clients and beneficial owners;
- maintain records of identification evidence and the work undertaken for the client; and
- report, in accordance with the relevant legislation and regulations.

We have a statutory obligation under the above legislation to report to the Serious Organised Crime Agency (SOCA) any reasonable knowledge or suspicion of money laundering. Any such report must be made in the strictest confidence.

In fulfilment of our legal obligations, neither the firm's partners nor staff may enter into any correspondence or discussions with you regarding such matters.

Personnel

We will endeavor not to change personnel on jobs but reserve the right to do so where unavoidable or considered to be in the best interests of you or the firm.

Exclusion and Limitation of Liability

The work will be undertaken for the sole benefit of the named client and we will not accept any responsibility whatsoever to any person or organisation to whom our advice is not addressed. This contract may not be assigned by you to a third party and the Contracts (Rights of Third Parties) Act 1999 or any amendment or re-enactment shall not apply to this agreement.

Our liability to you for loss shall be limited to reimbursement of the proportion of that loss occasioned by our act or omission and will take into account any contributory responsibility for such loss on the part of your other advisors or of third parties whether or not liability for that loss may be limited under the terms of your agreement with the advisors or third parties concerned.

We shall not be liable for errors or omissions in information which is provided by third parties.

We shall not be liable for any loss occasioned our inability to provide or continue to provide services to you resulting from any loss beyond our reasonable control.

Personal responsibility is not assumed by any partner or employee of the firm and any action for negligence or breach of contract should be taken only against the firm.

Data Protection

By instructing Robinson & Hall LLP, you give consent for your details to be held on our databases for the purposes of administering your account and work undertaken for you and for marketing purposes. Such information shall be held in accordance with the Data Protection Act and our data security policy. No information will be disclosed to third parties or used for other purposes without your permission unless we are legally obliged to do so.

Quality Control

As part of our ongoing commitment to providing quality service some of our files are periodically subject to an independent quality review. The reviewers are highly experienced and professional and are bound by the same requirements for confidentiality as the firm's partners and staff.

Reservation of Title

Ownership of all products supplied by us remains vested in us until full payment of all outstanding fees and expenses. Ownership of correspondence, file records, electronic communications, digital data and other documents not specifically produced for you remains vested in us but we shall provide you with copies of all relevant documents if requested. We reserve the right to charge for providing this information after completion of the work. Unless agreed otherwise in writing, files and records will be retained for 10 years from the date of completion of the work and then destroyed.

Copyright

Neither the whole nor any part of any work produced or any reference thereto may be included in any document, circular or statement or published in any way without our prior written approval of the form and context in which it may appear.

Insurance Work

This firm is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority 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 Financial Services Authority website at www.fsa.gov.uk/register.

Electronic Communication

As email is open to data corruption we do not accept any responsibility for changes made to such communication after despatch. Nor will we be liable to you for any loss arising in the event of total or partial failure of transmission or reception of information sent by email, transmission or reception in a totally or partially indecipherable form, corruption by viruses or interception by third parties.

Complaints Handling Procedure

We operate a Complaints Handling Procedure and independent redress process in accordance with and approved by RICS Regulation. A copy of the procedure is available on request. This procedure does not apply where we are acting in the capacity of expert witness.

Termination of Instructions

We reserve the right to cease to act for you in any matter on giving you reasonable notice.

Governing Law

This contract is made under and governed by English Law.

Application and Amendment

Unless otherwise agreed these terms of business will apply to any further instructions from you. We reserve the right to amend our terms and conditions from time to time.