

TERMS AND CONDITIONS OF ENGAGEMENT

In these Terms and Conditions the following terms are used

“SBA” means Stephen Brear Associates of 29 – 30 Horsefair, Banbury, Oxon.

“Client” means the person, firm or company to whom SBA is to provide the services in accordance with these conditions and the letter of confirmation of instructions sent to the Client by SBA.

1.0 PRELIMINARY

- 1.1 SBA undertakes all services only on the basis of these terms which shall apply to the exclusion of any other terms and conditions.
- 1.2 No variation of these terms shall be binding unless agreed in writing between SBA and the Client.
- 1.3 These terms should be read in conjunction with the letter of confirmation of instructions sent to the Client by SBA. The service to be provided will be in accordance with that set out in the aforementioned letter.
- 1.4 The scope, nature and requirement of the work will be set out in broad terms and agreed in writing between the Client and SBA prior to the commencement of work or as soon as possible thereafter. All work will be carried out with reasonable skill and care.
- 1.5 SBA will give immediate notice in writing to the Client of any situation arising from force majeure which makes it impractical to carry out any of the previously agreed services and agree a suitable course of action with the Client.
- 1.6 The engagement may be terminated by either party on the expiry of reasonable notice given in writing. Termination by the Client will be subject to the payment of outstanding fees and expenses.
- 1.7 Copyright in all intellectual matters, documents and drawings prepared by SBA and in any works executed from those documents and drawings shall, unless stated otherwise agreed, remain the property of SBA.
- 1.8 Any documents, text or drawings prepared by SBA under this agreement that could be affected by the Property Misdescription Act 1991 - the Property Misdescriptions (Specified Matters) Order 1992, should not be included in any statements about land (which includes buildings) offered for sale without the information being cleared in writing by SBA.

2.0 PAYMENT TERMS

- 2.1 Fee invoices will be submitted to the Client in accordance with the terms of the SBA letter of confirmation of instructions or where not set out at appropriate intervals.
- 2.2 All payments are due on receipt of the invoice.
- 2.3 The Client will be responsible for payment of all fees. Where the Client is entitled to recover fees from any third parties, fee invoices will be settled whether or not recovery is possible.

- 2.4 Any queries must be raised in writing within 7 days of receipt of the invoice.
- 2.5 SBA reserve the right to charge the Client interest on any unpaid invoices at the rate of 9% per annum over the base rate for the time being of HSBC Plc. until such payment is made in accordance with the The Late Payment of Commercial Debts (Interest) Act 1988.

3.0 **DISBURSEMENTS**

- 3.1 Unless otherwise stated in the letter of confirmation of instructions, all fees are net of disbursements and the Client will pay all reasonable out of pocket expenses incurred in carrying out the services.

STEPHEN BREAR ASSOCIATES
September 2001