

## Covering Letter

According to the information provided, the fee for the bch homerate service without a site visit is as quoted.

The fee is fixed and will be debited from your account via the Worldpay site. If it transpires that your home is not suited for this service we will either hold the fee on account and deduct from the agreed on site survey fee or we will refund you the amount paid within 7 days of us confirming to you that we cannot proceed.

The assessment will be confined to the building reinstatement cost for insurance purposes and not the market or sale value, nor for the purpose of establishing any maintenance or structural defects. In this respect it should not be assumed from our report that any buildings assessed are free of such defects, or hazardous materials such as asbestos and the like.

We would also emphasise that the assessment will be based on information provided by the Building Cost Information Service (BCIS Online) and other approximate estimating methods rather than, for example, a detailed bill of quantities, the cost of which would be prohibitive and beyond the scope of this instruction. The notes, which accompany our report, explain in more detail the basis of the assessment.

As you will appreciate, in assessing the value, which should be regarded as indicative, we will rely upon information provided by you and information in the public domain e.g. internet searches and Google Earth. We will also assume a standard insurance policy definition of 'buildings' applies. In view of the limitations of an assessment without a site visit, which will always be more accurate, no liability can be accepted for any inaccuracy resulting from this exercise.

The instruction will be carried out in accordance with our standard terms and conditions detailed below. Continued instruction will amount to acceptance of these terms. In particular, we would draw attention to paragraph 5, which relates to the limitation of our liability and the fact that the duties and responsibilities owed are those of the Company, rather than any director, employee or agent.

Unless any specific objection is raised, a copy of our report will be issued to your broker, if applicable. We operate a Complaints Handling Process, a copy of which can be provided upon request.

## Standard Terms and Conditions

### 1. Definitions

- 1.1. Company – Barrett Corp & Harrington Ltd
- 1.2. Services – the service or services as specified in the Covering Letter
- 1.3. Covering Letter – the letter to which these Terms and Conditions are attached
- 1.4. Client – the person(s), firm, business or company that purchases the Services from the Company.

### 2. Basis of Contract

- 2.1. The Covering Letter is and shall be read as, a part of these Terms and Conditions.
- 2.2. The Services to be undertaken will normally be set out in the Covering Letter or, in the absence of an applicable letter, as otherwise agreed with the Client.
- 2.3. These Terms and Conditions and the Covering Letter supercede any earlier terms of engagement that may have been agreed with the Client.
- 2.4. The terms of the Covering Letter override these Terms and Conditions to the extent of any inconsistency.

2.5. The Client's continued instructions amount to acceptance of these Terms and Conditions.

2.6. The Company reserves the right to suspend or cancel the contract if it is prevented from carrying out its business and obligations under this contract due to circumstances beyond its control.

### **3. Fees and Payment**

3.1. The Company's fees for provision of the Services will be set out in the Covering Letter.

3.2. If the scope of the Services is altered or significantly different to that envisaged by the Company, after discussion with the Client but at the Company's sole discretion, the Company reserves the right to amend the fee as appropriate.

3.3. Unless otherwise agreed, payment is due immediately for the above homerate service or within 7 days of the report and invoice date for other Services. If payment is not received by the due date, interest will be charged on a daily basis at 2% above the base rate of the Company's bank. The Company also reserves the right to add an administrative charge for chasing any debt.

### **4. Access and Information**

4.1. If applicable, the Client will allow the Company reasonable access to the premises, facilities and information as reasonably required to undertake the Services.

4.2. If agreement cannot be reached as to the information and access required then the Contract for the specified Services will be deemed cancelled.

### **5. Limitation of Liability**

5.1. Nothing in these Terms and Conditions shall exclude or limit the Company's liability for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

5.2. The Company shall not be liable for any consequential, indirect or economic loss of whatever nature arising out of this contract.

5.3. The aggregate liability of the Company in connection with this contract, whether for negligence or breach of contract, shall in no event exceed £5,000,000.

5.4. In the event that any claim, for any reason whatsoever, fails to be accepted or met by the Company's liability insurers, then such claim will be limited to the value of the fee for the Services provided but where the Services cover a portfolio of more than one property the claim shall be limited to the value of the fee for the Services provided in respect of the property or properties which is or are the subject matter of the claim.

5.5. The duties and responsibilities owed to the Client are solely and exclusively those of the Company. No employee, director or agent of the Company shall owe the Client any personal duty of care, or be liable for any loss or damage howsoever arising, as a consequence of the acts or omissions of such employee, director or agent (including negligent acts or omissions) save and to the extent that such loss or damage is caused by the fraud, dishonesty, wilful misconduct or unauthorised conduct on the part of such employee, director or agent. This term is enforceable by and for the benefit of employees, directors and agents of the Company.

### **6. Client Indemnity**

6.1 The Client shall indemnify the Company against all costs, claims, actions, losses or liabilities that may arise as a result of the Company performing the Services in accordance with the contract.

### **7. Insolvency etc**

7.1. The Company may at its sole discretion suspend or cancel the contract if the Client is wound up or (if an individual) becomes bankrupt or the Client is deemed unable to pay its debts or enters into negotiation for an arrangement or composition with or for the benefit of its creditors or is unable to pay the agreed fee in full by the due date.

7.2. Suspension or cancellation of the contract under 7.1 shall be without prejudice to the rights and remedies of either party accrued up to that date.

## **8. General**

8.1. Any intellectual property rights created by the Company during the course of performing this contract shall remain the Company's property.

8.2. If any condition in this contract is held to be invalid it will not affect the rest of the contract.

8.3. No third party shall have the benefit of or the right to enforce the Conditions under the Contact (Rights of Third Parties) Act 1999.

8.4. By the Client agreeing to the Company providing the Services the Client hereby consents in accordance with the Data Protection Act 1998 to the Company holding and processing in any form and transferring data the Company collects in relation to the Client for the purposes of providing the Services.

8.5. The Client hereby consents to any report relating to the Services being forwarded to the Client's broker, agent and/or insurance company as appropriate.

8.6. This contract shall be governed, interpreted and construed in all respects in accordance with English Law.