

**Terms of Appointment
Business Rent Services**

1. Scope of Services and Agreement

1.1 CVS shall provide the Services set out overleaf.

1.2 The Services provided to you and the contract under which those Services are provided is with CVS and not with any individual director, employee or agent of CVS. Acceptance of our commencement of the provision of Services to you shall be deemed to be acceptance of these Terms of Appointment.

1.3 CVS will remain instructed to act exclusively in respect of the Services set out, as sole agent for the Client, until either the Services are concluded by CVS or the agreement is terminated under clause [9] below. For completeness, the ability of CVS to charge fees in respect of savings achieved will continue throughout any succeeding years to lease expiry or next rent review.

2. Client's Obligations

2.1 The Client will during the currency of this agreement keep CVS updated in writing about any proposed changes or amendments relevant to the Services and will forward to CVS within 7 days of receipt any documentation relevant to the Services.

2.2 CVS shall be entitled to make the following assumptions and shall be under no duty to verify as such: (a) that all of the information provided by the Client relevant to the Services is complete and correct. (b) that all information relevant to the instruction in the possession of the Client or which reasonably ought to be in the possession of the Client, has been disclosed to CVS.

3. Definitions

3.1 "Client" means the person, company or partnership detailed as such overleaf.

"Property" means the property or properties listed overleaf or on any Additional Site Schedule in respect of which the Services will be provided".

"Services" means the services specified overleaf.

"RICS" means the Royal Institution of Chartered Surveyors.

4. Payment

4.1 The Client shall pay the fees (together with expenses and VAT) to CVS for the performance of the Services as set out overleaf.

4.2 All fees and charges under the Agreement are exclusive of Value Added Tax which if due shall be paid concurrently, in addition, at the prevailing rate.

4.3 Payment shall be made within 28 days of the invoice date.

4.4 CVS reserves the right to charge interest and debt recovery costs in respect of any amounts that remain unpaid after the date for payment. Interest will be calculated at the rate of 2% per month or part thereof.

5. Third Party and Court Proceedings

5.1 Whilst CVS always endeavours to reach a negotiated settlement there are occasions when this is not possible, in circumstances such as the settlement of: (a) a dispute by means of mediation (b) a rent review referred to an Independent Surveyor who will act (depending on the wording in the lease) as either an Independent Expert or Arbitrator; (c) a lease renewal referred to the County Court or PACT (Professional Arbitration on Court Terms); (d) a dilapidations claim resolved by referral to an Independent Surveyor, or by representation in court. At this time CVS' role changes to that of Expert Witness. The mandatory RICS Practice Statements and Guidance Notes "Surveyors Acting As Expert Witness" states that our first duty is to the third party/court and our fee basis will need to change to reflect this change in our role and will be discussed at that time. CVS will not proceed down this route without the Client's prior approval. The fees and costs of the third party, tribunal or Court will be the Client's responsibility. For the avoidance of doubt CVS' fees for the work carried out up to this point will be based, on the agreed contingency fee basis, on the landlord's best offer to settle prior to the third party process.

5.2 For the avoidance of doubt, CVS assumes no responsibility for the exercise of any notice clauses or other similar notice requirements within any lease documentation and accepts no liability for any failure by the Client or his legal representative to exercise such notices on time and in such manner as the lease may require.

6. Issue of Invoice

6.1 CVS shall be entitled to forthwith issue an invoice, upon the occurrence of the circumstances outlined overleaf, or in the event of suspension, cancellation or termination of this contract pursuant to the terms set out hereinafter.

6.2 Fees for rent reviews shall be payable following provisional acceptance of negotiated terms subject to the preparation of rent review memoranda.

6.3 Fees for lease renewals shall be payable once instructions, as to provisionally agreed heads of terms, are issued to the Client's legal advisors. In the event of additional advice or services being required following this time additional fees may be applicable.

6.4 Fees for dilapidations will be payable once the claim has been agreed between the parties, or all works have been completed. In the event further advice or services are required, additional fees will be discussed at that time.

6.5 Fees for lease re-gears will become payable once terms have been agreed and solicitors instructed.

6.6 In calculating fees payable, any incentives such as rent free periods will be taken account of in calculating the financial benefit of any reductions achieved.

6.7 For the avoidance of doubt, the Client is responsible for any solicitor fees incurred in respect of the finalisation of any legal documentation in respect of the Services.

7. Professional Indemnity Insurance

7.1 CVS is required to comply with the regulations of the RICS in respect of the maintenance of professional indemnity insurance. CVS shall maintain such professional indemnity insurance provided that it is available at commercially reasonable rates. Such insurance shall be with an insurer who is listed for this purpose by the RICS.

7.2 The level of PI Insurance cover appropriate for the instruction being undertaken is limited to £1,000,000. CVS shall on the written request of the Client provide evidence that PI insurance is in existence.

7.3 CVS' liability to the Client arising out of these terms of appointment shall be limited to the amount specified in 7.2 above. CVS will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

8. Documentation

8.1 The copyright in all documents prepared by CVS in providing the services shall remain the property of CVS. Subject to payment by the Client of the fees properly due to CVS under this Agreement CVS grants to the Client an irrevocable non-exclusive royalty-free licence to copy and use the documents for any purpose related to the Services. The costs of copying any documents for the Client by CVS shall be recharged to the Client.

8.2 CVS shall not be liable for any use of the documents for any purpose other than that for which they were prepared and provided by CVS or for any use by a third party.

8.3 No reliance will be placed by the Client on draft reports or other draft documents or advice (oral or written) provided by CVS as these may vary significantly from any final report.

9. Suspension and Termination

9.1 If the Client materially breaches its obligations under this Agreement CVS may serve on the Client a notice specifying the breach and requiring its remedy within 28 days, and if the Client thereafter fails to remedy that breach within that period CVS may terminate this Agreement by giving written notice to the Client.

9.2 If a conflict shall arise during the course of CVS' work with the Client it may not be able to continue to act for the Client. If such a conflict arises CVS will discuss the position with the Client and agree an appropriate course of action.

9.3 In the event of any suspension or cancellation of this contract the Client shall reimburse and indemnify CVS with and in respect of all expenses relative thereto, including interest charges, legal charges or other professional fees and with any liquidated damages which CVS shall sustain in connection therewith. Such liquidated sum shall comprise either the best estimate of hours spent pertaining to the instruction at the prevailing hourly rate of the instructed CVS Surveyor, subject to a minimum charge of £1,500, or the fee that would have been generated by virtue of the work undertaken by CVS up to the point of suspension or cancellation, whichever is the higher. VAT will be added at the prevailing rate.

10. Complaints

10.1 In the event that the Client has a complaint the Client shall be entitled to have access to the Complaints Handling Procedure maintained by CVS, copies of which are available on request from CVS' Client Services Director.

11. Notice

11.1 Any notice to be given under this Agreement shall be in writing and delivered by hand or sent by recorded delivery post to the party at the address showing in this Agreement or to such an address as the other party may have specified from time to time by written notice to the other.

12. Liability of Employees

12.1 The duties and responsibilities owed to the Client are solely and exclusively those of CVS. No employee of CVS shall be liable to you for any loss or damage howsoever arising as a consequence of the acts or omissions of such employee (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.

12.2 This term is intended to be enforceable by and for the benefit of the employees of CVS in accordance with RICS requirements.

13. Data Protection

13.1 As a result of CVS' relationship with the Client, CVS may hold personal data about individuals within the Client's business. CVS will process that information only in connection with providing the services and for the purpose of contacting them about other services CVS may offer.

14. Transfer of Rights

14.1 Neither party may assign any of their respective rights or obligations under this appointment to any third party without the prior written consent of the other party. However you agree that CVS may transfer all its rights under this appointment to any successor partnership or body corporate which succeeds to the business of CVS and that such partnership or body corporate may assume all of CVS' obligations under this appointment in its place.

15. Confidentiality

15.1 All the work carried out by CVS is on a confidential basis. CVS will only disclose its files if required to do so by a court or other tribunal of competent jurisdiction, to appropriate professional bodies, its professional advisors or otherwise only with the Client's written consent.

16. Law

16.1 The construction validity and performance hereof shall be governed by the Laws of England and all disputes which may arise under, out of or in connection with this contract shall be the subject of proceedings taken in the Manchester County Court which court shall have exclusive jurisdiction at CVS' absolute discretion. The parties hereto agree that service of any notice in the course of the performance of this contract or thereafter, at the addresses given overleaf shall be valid and sufficient.