



RHODRI THOMAS  
CONSULTANCY LTD

## RHODRI THOMAS CONSULTANCY LTD STANDARD TERMS OF BUSINESS

### 1. Agreement:

These Standard Terms of Business together with our Terms of Engagement Letter set out the basis on which we shall carry out your Instruction(s).

### 2. RICS:

These Standard Terms of Business and the terms set out in the Terms of Engagement Letter, also contain information required by the Royal Institution of Chartered Surveyors (RICS).

### 3. Conflict of Terms:

Where there is a conflict between these standard Terms of Business and the terms set out in the Terms of Engagement Letter, the terms in the Terms of Engagement Letter will prevail.

### 4. Interpretation:

“we”, “our” and “us” means Rhodri Thomas Consultancy Ltd, a private Limited company.  
“you’ and “your” means the Client as defined in the Terms of Engagement Letter.  
“Terms of Engagement Letter” means our letter setting out the basis on which we shall carry out your instruction or instructions.  
“Instruction” and “Instructions” means the work and services carried out by us as specified within the Terms of Engagement Letter.  
“Special Assumptions” means the special assumptions set out in the Terms of Engagement Letter.

### 5. Fees:

We will charge a fee for the work carried out for you as specified in the Terms of Engagement Letter. Where the urgency of instructions or where deadlines of a case require an extraordinary amount of time to be incurred quickly, there may be an increased charge.

If the work is not completed or your instructions are withdrawn you will pay for the time spent by us on the work up to the time when work ceased.

As you are the client, you are ultimately responsible for the payment of our fees, even if a third party has agreed to pay all or part of your fees. Our method of charging is set out in our Terms of Engagement Letter.

### 6. Invoices and time for payment:

We will deliver invoices to you as set out in the Terms of Engagement Letter. Unless we are instructed otherwise, we will usually invoice you by email although if a hardcopy is required this will be provided on request.

All invoices are due for payment within 21 days of issue. In the event the invoice has not been paid in full by you within 2 months of issue we may charge interest on the unpaid amount at the rate of four per cent above the National Westminster Bank base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and 2013.



Where Rhodri Thomas Consultancy Ltd incurs additional costs and charges as a result of non-payment, including court costs/debt collection fees and charges, we reserve the right to charge for all third party recovery fees and charges, which will be added to the outstanding debt and (where allowed under statute) recovered from customers.

**7. Disbursements:**

All travel and out-of-pocket expenses incurred by us in the performance of the Instruction(s) are repayable by you to us in addition to the fees charges by us. Mileage will be charged at the prescribed rate as set out in the Terms of Engagement Letter. We will inform you if the rate changes. Expenses will be charged at costs.

We may invoice you for repayment of out-of-pocket expenses at any time.

**8. Performance of Services:**

We shall use reasonable skill and care in undertaking the Instruction(s) and within a reasonable time unless specified in the Terms of Engagement Letter.

If we need to engage other professionals on your behalf we will do so as your agent. We cannot be responsible for any act or omission of such a professional unless we have otherwise agreed in writing.

We may use contractors to undertake part or parts of the Instruction(s) being supplied to you. Where other parties are to be used this will be agreed between you and us.

**9. Scope of Services:**

You have instructed us to undertake the Instruction(s) on your behalf.

In the event that your Instruction(s) to us change after the commencement, we will be entitled to refuse to accept such altered Instruction(s) subject to clause 5.

We will not be responsible to you for the work of any other professional adviser or contractor.

**10. Advice:**

We will not accept any liability for any verbal advice given that you wish to rely on that is not provided by us in writing.

Any advice given by us, unless otherwise agreed in writing by us, is solely for your benefit and must be kept confidential. Our advice may not be relied on by you except for the purposes of the matter to which it relates. It may not be disclosed to any third party unless we agree that you may do so, or if you have a legal duty to disclose it. Our advice may not be used or relied on by any third party without prior written consent.

We will not be under any obligation to update any advice to take account of events occurring or information received after the advice has been delivered in final written form.

**11. Your Agreement:**

You will pay us fees as specified in these Standard Terms of Business and/or the Terms of Engagement Letter.

In addition to fees you will pay us all disbursements and other costs as referred to in clause 7 and any applicable VAT on all fees, disbursements and costs incurred in completing the Instruction(s) at the rate in force from time to time.

You agree to ensure that we have adequate access for us and our representatives to any property, deeds, documents, plans, drawings, models and information which we may require in order to undertake the Instruction(s).

## 12. Exclusions and limitation of liability:

12.1 Subject to clauses 12.2, the extent of our liability to you for any loss or damage suffered by you as a direct result of the breach of our Instruction(s) shall be limited to the limit on our professional indemnity insurance cover **PROVIDED** that we shall only be liable where such loss or damage was a reasonably foreseeable consequence of our breach of our Instruction(s) or our negligence.

12.2 We shall not be liable for

- Any loss or damage suffered as a result of incomplete, inaccurate or erroneous information or Instructions provided or made available to us by you: or
- In any event, any loss of profits, revenue sale or business, turnover, contracts, loss or damage to goodwill, loss or damage to reputation, or liability in relation to any other contract you may have entered into.

12.3 If you suffer loss as a direct result of our breach of contract or negligence, our liability shall be limited first to clause 12.1.

12.4 All fees under this Instruction(s) shall be paid by you in full without any set-off, counterclaim or deduction.

12.5 The limit on our professional indemnity insurance may vary but will not be less than the minimum level of cover required by RICS Rules of Conduct. If you require us to accept liability in respect of a larger potential loss than that for which we have insurance cover, you must notify such requirement to us in writing and we will ascertain the cost of obtaining (if possible) additional insurance protection and thereafter notify you of the additional fee or charge that would be payable by you to enable us to accept a higher level of liability.

12.6 The RICS recommends the use of liability caps to RICS regulated firms as a way in which to manage the risk in professional work. Our aggregate liability arising out of, or in connection with, these services, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed £500,000. This clause shall not exclude or limit our liability for actual fraud and shall not limit our liability for death or personal injury caused by our negligence.

## 13. Force majeure:

Neither you nor we shall be liable for any loss or damage which may be suffered as a result of the performance of our Instruction(s) being prevented, hindered, delayed or rendered uneconomic by circumstances or events beyond our control.

## 14. Data protection:

14.1 We have informed the Information Commissioner of the extent to which we process personal data, as defined in the General Data Protection Regulation and Data Protection Act 2018 (“the DPA”) and we will comply with our obligations under the DPA.

14.2 To enable us to discharge the services agreed in our Engagement Letter, comply with related legal and regulatory obligations and for the related purposes including updating and enhancing client records and analysis for management purposes, as a data controller, we may obtain, use, process and disclose personal data about you / your business / company / partnership / its shareholders / members / officers / employees and associates including contractors / tenants / occupiers and licensees as described in our privacy notice. We confirm when processing data on your behalf that we will comply with the provisions of all relevant data protection legislation and regulation, namely the General Data Protection Regulation and the Data Protection Act 2018.



14.3 You are also an independent controller responsible for complying with data protection legislation and regulation in respect of the personal data you process and, accordingly where you disclose personal data to us you confirm that such disclosure is fair and lawful and otherwise does not contravene relevant requirements.

14.4 Our privacy notice, is available upon request.

## **15. Copyright, confidentiality and third party rights:**

Copyright and other intellectual property rights in all original material produced by us for you shall be released and made available to you and your other advisors only, although any other material where the copyright or intellectual property rights may belong to third parties may not be copied in any manner which might amount to an infringement of the copyright and/or intellectual property rights of that third party.

Subject to being authorised by law or where the information becomes publicly available we will not disclose any confidential information to any third party other than to your other professional advisors and consultants.

We will accept no liability to any third party to whom you disclose our advice.

We are required by law to report arrangements that may involve the proceeds of crime and may not be permitted to tell you that this has been done. If we are required for any reason (whether during the course of a matter or after it has ended) compulsorily to disclose documents or to give information orally or in writing relating to a matter or your affairs pursuant to a Court Order, notice or demand served by an entity or person with the authority to compel such disclosure, then we shall comply. We will be entitled to be paid for the cost of such compliance by you at our then existing hourly rates.

## **16. Communications**

We will communicate with you and others in connection with your Instruction(s) by email to any email address provided to us and you accept the risks that this form of communication poses and the potential of it reaching the intended recipient.

Email travels over the public internet and is subject to its shortcomings. Once a message has left our server, we cannot guarantee that it will remain confidential or when or whether the message will arrive. If you do not wish us to communicate by email, whether with you or others (e.g. other professionals, other advisors or on your behalf at other addresses), please advise us in your instruction. Our legal notice attached to all emails contains other important restrictions and notices.

## **17. Storage**

We will retain your files for a minimum of six years from the date on which the Instruction(s) was effectively completed as required by the RICS Rules. After this time your files may be destroyed. We will contact you before we destroy any files.

“File” means any file or documents stored in any format, including physical or electronic and in or on any medium. You agree that your files may be stored in a number of different media and formats and accept that there is a risk of damage and/or corruption associated with all systems of file storage.

## **18. Complaints and dispute resolution procedure**

Rhodri Thomas Consultancy Ltd is regulated by the RICS and is a member of the Property Ombudsman scheme. Our policy is to look at complaints objectively and take a constructive approach to reaching a satisfactory conclusion. A copy of the Rhodri Thomas Consultancy Ltd Complaints Handling Procedure can be made available upon request. Any complaints should be directed in the first instance in writing to Rhodri Thomas, Director, Rhodri Thomas Consultancy Ltd.

## **19. Termination**

You may terminate any Instruction(s) with us at any time by giving us 1 month's written notice to that effect for consultancy Instruction(s) and 3 months written notice to that effect for estate management Instruction(s).

Either of us may terminate the Instruction(s) immediately in the event of a material breach of either these Standard Terms of Business or the terms set out in the Terms of Engagement Letter.

The provisions of clauses 12,15,17 shall survive Termination of the Instruction(s)

Termination of the Instruction(s) shall not affect any rights which shall have accrued to either us or you prior to such termination.

## **20. Variation:**

The Instruction(s) may only be varied between us and you in writing.

## **21. Money laundering and compliance**

Under the Proceeds of Crime Act 2002 Or the Money Laundering Regulations 2003 (as amended) we may be required to make a disclosure to the appropriate government authorities and may then be unable to advise you either immediately or at all that such a disclosure has been made. You agree to our taking such steps should they in our reasonable view become necessary.

We are required to carry out customer due diligence for the purposes of complying with the Money Laundering Regulations, periodically review and keep records of the information for a minimum of 5 years.

As part of our enhanced customer due diligence, we employ the service of third-party credit check provider Veriphy Ltd. By agreeing to our Terms of Business, you agree to Veriphy Ltd undertaking checks to verify your identity, ensuring regulatory compliance.

## **22. Entire agreement and non-reliance**

These Terms of Business and the Terms of Engagement Letter constitutes the entire agreement between us and you. Nothing in this clause 22 shall limit or exclude any liability for fraudulent misrepresentation.

## **23. Miscellaneous**

Any notice to be given by us to you shall be deemed properly given if put in writing and sent by personal delivery or first-class post to your address from which instructions were given to us. Any such notice shall be deemed to have been duly given upon the date on which it was given if sent by personal delivery or twenty-four hours after posting if sent by post.

No delay or omission on our part in exercising any right, power or remedy under these Standard Terms of Business with you shall impair such right, power or remedy or operate as a waiver thereof. Except as may otherwise be expressly agreed between the parties in writing, no part of our Standard Terms of Business shall be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise. No benefits under our terms are to be conferred by you to any third party. You agree that you will not provide a copy of any work, including without limitation any valuation report, constituting the Instruction(s) to any third party.



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These Standard Terms of Business shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.

**24. Registered Office:**

Rhodri Thomas Consultancy Ltd, is a private limited company, registered on the Register of Companies in England and Wales at Companies House with company number 16377313 whose registered address is Perry House, Tollard Royal, Salisbury SP5 5PS.