

HENRY H BLETSOE AND SON LLP
General Terms and Conditions of Business

These General Terms and Conditions of Business apply to any services provided by Henry H Bletsoe and Son 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. These documents together constitute the contract between us (“Contract”), which will also apply retrospectively where provision of the services has commenced before this Contract is made. In the event of any conflict between a provision in these General Terms and Conditions 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.

We hope these General Terms and Conditions of Business will help you to understand how we operate and enable you to use our services to the best effect.

Our Details

Bletsoes is the trading name of Henry H Bletsoe and Son LLP, a Limited Liability Partnership registered in England & Wales under Partnership Number OC371369. Our registered office address is: Oakleigh House, Thrapston, Kettering, Northamptonshire NN14 4LJ.

Our VAT registration number is 119 1791 63.

We are regulated by the Royal Institution of Chartered Surveyors (RICS).

We use the term "partner" to refer to a member of the LLP or an employee or consultant with equivalent standing and qualifications.

Your Instructions

If your initial instructions to us are not in writing, we will normally write to you, confirming the scope of the work to be carried out by us. In any event, we will notify you of the basis of our charges and other relevant details. Where this letter varies our standard terms, the content of the letter shall prevail over these standard terms of business. You will appreciate that it is important to supply to us, as soon as you can, all relevant information to enable us to act effectively on your instructions.

Where our clients for the purposes of this engagement are a partnership, then each of the partners shall be jointly and severally liable for our fees and disbursements.

Identity Checks

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

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

In order to enable us to meet our statutory obligations and to meet anti-money laundering requirements, new clients (and existing clients for whom we do not hold sufficient evidence of identity) will be asked to provide evidence of identity, or documents relating to the formation of a company and, on occasion, information and evidence as to the source and/or destination of funding. Until we receive this information, our work may be delayed. We may also have to cease acting for you, if we do not receive this information.

Any personal data we receive from you for the purposes of our money laundering checks will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your consent. You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

We undertake to keep your affairs confidential, however we have a statutory obligation under the above legislation to report to the National Crime Agency (NCA) 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. If we make a disclosure in relation to your matter, we may not tell you that a disclosure has been made. We may need to stop working on your matter for a period of time and may not be able to tell you why.

Conduct of Work

We will allocate the conduct of your work to ensure that the matter is undertaken by individuals with the appropriate expertise. We will tell you the name of the person whom we propose will deal with your instructions. However, you can at any time telephone, or write to, your contact partner. The contact partner's concern is to see that we provide a good service to you.

We aim to offer an efficient and effective service to all of our clients and we will deal with your work in a competent and professional manner, with care and diligence. If at any time during the conduct of the matter on your behalf, circumstances arise which result in our having a conflict of interest, we may be obliged to cease acting for you. You will appreciate that, in that event, you will still be responsible for our charges up to that time.

In accordance with the Royal Institution of Chartered Surveyors' Rules of Professional Conduct, our firm operates a formal procedure for dealing with complaints from clients and others. A copy of our Complaints Procedure is available to you upon request.

The Cost

The basis of our fee will be agreed with you when the instruction is confirmed and may be based on a fixed fee, a percentage of money received by you, on a time recorded basis, or a combination of these as set out in our letter of instruction. Partners and employees of our firm record the time spent working on each client matter. For many types of work, an hourly charging rate or rates will be used and we will provide you with appropriate details of these rates. We review such rates from time to time and they may vary during the course of work we are carrying out for you.

Occasionally, we may ask you to pay in advance for certain expenses that will necessarily be incurred on your behalf. Any payments made to third parties in carrying out your instructions, will be added to our charges. As set out in our letter of instruction, we reserve the right to charge in addition for any travelling or out of pocket expenses, photocopying and for any international or conference telephone calls. In addition, we are obliged to charge VAT at the prevailing rate, where appropriate.

If, for any reason, the matter cannot be completed (or if you withdraw your instructions, or we cannot continue to act) we will make a reasonable charge for our work, together with any expenses incurred on your behalf and VAT. For a matter which does not proceed, you will normally be responsible for our charges, even in a case where a third party would have been responsible for payment, had the matter been completed. A fixed or percentage based fee will normally remain payable in full, notwithstanding any dis-instruction, depending upon the precise circumstances, including any provisions in the letter of instruction. In order that you can budget for charges, we may submit interim invoices at appropriate intervals, depending upon the type of work, the circumstances of the case and the time spent on the matter.

We may ask you to make a payment on account of our anticipated fees, in which case we will normally provide you with an estimate of the fees which will be incurred. You will understand that estimates can only be approximate and should not be regarded as fixed quotations. Where unexpected difficulties arise, during the course of the matter, which involve greater charges being incurred, we will on request, provide you with a revision of any earlier estimate. For certain work, fixed charges or charges up to a maximum level may be agreed.

Fixed fees and percentage fees are based on the assumption that all information, access and communication which we require is provided promptly by you, or the relevant third party and in the specified format. Where unreasonable delays or difficulties arise, we reserve the right to charge reasonable additional fees.

Our fees are payable, irrespective of taxation by judicial body, or their not being fully recovered from another party to a dispute. These fees will also remain payable by you, if you are required to make a payment to another party to a dispute. Where our fees are to be reimbursed in full, or in part, by a third party, you will remain responsible for payment in full of our invoice. Payment of our fees should not be delayed because of non-reimbursement by the third party.

Payment Terms

Our invoices are due for payment upon issue. If an invoice remains unpaid 30 days after the date of issue, then we reserve the right to charge interest at a rate of 4% above our banker's base rate on the whole, or the outstanding part of our invoice. In the event of a dispute as to the amount of our fees and/or costs or charges, such sum as is not disputed shall be paid forthwith, pending the resolution of the dispute.

We reserve the right to discontinue work on all your current matters, if any invoice is not settled promptly. Interest will run, both before and after any judgement, from 30 days after the invoice date, until the date we receive payment of the invoice and any interest charged. You will also be responsible for any costs and expenses we incur, in recovering amounts due from you.

Where you are entitled to recover our charges from a third party and you are registered for VAT, our invoice will be addressed to you, to enable you to recover VAT and you must pay that VAT to our firm, on delivery of our invoice.

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

Your Money

Your money will be held in a client bank account with Barclays Bank, 8 Market Place, Kettering in the appropriate Client account, namely: Henry H Bletsoe and Son LLP Client Account, Henry H Bletsoe and Son LLP Deposit Client Account, Henry H Bletsoe and Son LLP Residential Client Account, Henry H Bletsoe and Son LLP Residential Deposit Client Account, Henry H Bletsoe and Son LLP Client Card Account, or Henry H Bletsoe and Son LLP Auction Client Account. Unless specifically agreed, no interest will be paid on any deposit and any interest earned will be treated as part of our remuneration. In the case where any deposit interest is due to you it may be paid gross and not net of basic rate income tax, unless you are resident overseas. Please remember that, for tax purposes, you should disclose to HMRC details of any interest payments which we make to you. All client money which we receive, will be dealt with in accordance with the rules set out by the Royal Institution of Chartered Surveyors and in accordance with our Client Money Handling Procedure, a copy of which is available on request.

Where we receive a payment in advance of undertaking any work this will be paid into the client account.

Please note that all financial transactions within the livestock market are conducted with Henry H Bletsoe and Son LLP acting as principal. Sale proceeds are not paid into a client bank account and, consequently, the RICS Client Money Protection Scheme (CMPS) will not apply to protect the vendor.

Our Commitment

In carrying out our work on your behalf, we will exercise reasonable care and skill in the performance of our obligations. Any reports or services which we may provide should not be transferred to a third party, without our express consent. Where, through act or omission, you do transfer any report or service provided by us, you will be required to indemnify us against any liability arising from a third party claim.

Client Documents

Where requested and appropriate, we will retain any documents provided to us, in connection with our work.

Working papers are normally kept by us for a period of between six and sixteen years, depending on the type of matter. At the end of the relevant period these working papers may be destroyed, unless we receive your written instructions, during the matter, that the papers are to be retained. If you have lent documents to us, they will normally be returned to you, once we no longer require them, unless we are entitled to retain them in relation to outstanding charges. We are entitled to retain money, documents and property belonging to you (whether we received them from you, or recovered them from another person) until our charges and any expenses incurred on your behalf are paid in full, whether or not those funds, documents or property are held in connection with the matter to which our unpaid charges and expenses relate.

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.

Electronic Communication

As email is open to data corruption, we do not accept any responsibility for changes made to such communication after dispatch. Nor will we be liable to you for any loss arising in the event of a 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.

Confidentiality and Privacy

Information of a confidential nature about you and your affairs is held in the strictest confidence by this firm and will not be disclosed by us to any third party, without your consent, unless we are required to do so by law. We comply with the General Data Protection Regulations ("GDPR"), current domestic data protection legislation and our duty of confidentiality. We use the information you provide primarily for the provision of services to you and for related purposes, including: updating and enhancing our client records; statutory and regulatory returns; analysis to help us manage our business; and marketing our services.

Our use of your information is subject to your instructions, GDPR, current domestic data protection legislation and our duty of confidentiality. We hold client's details in accordance with our Privacy Policy, a copy of which is available upon request and on our website.

Where we undertake work for you in conjunction with your other advisers, we may assume that we have your authority to discuss relevant confidential information with them, unless you tell us otherwise.

Henry H Bletsoe and Son LLP is regulated by the Royal Institution of Chartered Surveyors, who aim to ensure that a high level of service is provided to clients. Under the rules of the Royal Institution of Chartered Surveyors, your file may be the subject of monitoring and review under the Institution's Conduct and Disciplinary Regulations.

We will be pleased to correspond with you by email when appropriate, although we are bound to point out that email communications may not be secure. Should we receive an email from you, we will assume (unless you tell us otherwise) that you are prepared for us to respond by email, despite the likely confidential nature of our communication.

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 organization to whom our advice is not addressed. This Contract may not be assigned by you to a third party and the Contract (Rights of Third Parties) Act 1999 or any amendment or re-enactment shall not apply to this Contract.

In the interests of our clients and as required by our rules of professional conduct, issued by the Royal Institution of Chartered Surveyors, we maintain professional indemnity insurance. Where, despite our best efforts, we make a mistake, by which we mean any breach of our duties to you, then if we are liable to compensate you, you agree that our liability will be limited in the following respects:

- Henry H Bletsoe and Son LLP is the legal entity providing advice to you and therefore liable to you in respect of any negligent advice, acts or omissions;
- the maximum liability to you for any errors or omissions in advice, where the provision of that advice is governed by these terms of business, including negligent advice, acts and omissions is £2,000,000 (two million pounds) (unless a different amount is agreed with you in writing), save in respect of :
 - death or personal injury caused by negligence, or
 - loss resulting from any other situation where the law prohibits us from excluding or limiting our liability to you.

where no maximum limit of liability shall apply;

- this overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or similar mistake;
- for the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake;
- we are liable for any loss that we directly cause and for any indirect or consequential loss or loss of anticipated profit or other benefit, where the total liability does not exceed £2,000,000. Otherwise we have no liability for any indirect or consequential loss or loss of anticipated profit or other benefit;
- we are not liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it); and
- if others are also responsible for your loss, our liability is limited to our fair share, whether or not you are able to recover the rest from the others.

In any case our liability to you will be limited to a just and equitable proportion of your total damage, having regard to the extent of your own responsibility and that of any other party who may also be liable to you, regardless of your ability to enforce remedies against that party.

Your contract with us will always be with Henry H Bletsoe and Son LLP alone and it shall be a condition of such contract that only Henry H Bletsoe and Son LLP may be liable in respect of any breach of contract, negligence or other default relating thereto, and you shall not in any circumstances make a claim against any member, employee, agent or other representative of Henry H Bletsoe and Son LLP, in connection with such contract for the service we provide to you.

For planning matters our advice is provided based on our interpretation of current planning policies. Whilst we may give an opinion on the potential for obtaining planning permission, ultimately the decision is not ours. We will not be held liable for any losses incurred as a result of a planning consent being refused or delayed for reasons beyond our control.

We are required by the Royal Institution of Chartered Surveyors to have in place professional indemnity insurance. By instructing us, you confirm your consent to us providing our insurer with your file(s) as required by the insurer, to enable the insurer to provide indemnity for any compensation you are entitled to receive, if we have acted negligently or in breach of contract on your matter.

Tax Advice

Please note that, except as expressly otherwise agreed in writing, we will not provide tax advice, whether in relation to a transaction that is proposed or otherwise. Where we agree to give tax advice, it is on the express basis you will not rely solely on our advice, but also obtain advice from your tax advisor. In any case, where there may be tax implications and we have not expressly agreed to advise upon them, you should consult your tax advisors.

Marketing

We normally enter details of new clients and client contacts onto our marketing database, in order to send to clients newsletters, publications, etc. which may be of interest, together with invitations to seminars and presentations. Please let us know if you would prefer not to receive such information.

General

Except to the extent otherwise expressly agreed with you in writing by our duly authorised representative, the contract between you and us shall not confer a benefit on any third party and no third party shall be entitled to enforce any of its terms or otherwise to rely upon it. We may at any time transfer our business and assets to another entity incorporated by us to carry on our practice, or in connection with a merger of our practice with another one. If we do this then, with effect from the time that we notify you that we have done so, all our rights and obligations arising out of or relating to any work for you (whether past, ongoing, or future) shall transfer to that entity which shall be solely responsible for the performance of such work thereafter. Accordingly, you shall at that time be deemed irrevocably to release us from all our obligations and liabilities to you, and to accept instead the obligations and liability of that entity towards you.

The contract between us shall be governed by and construed in all respects in accordance with English law and, save in respect of actions by us to recover sums due from you, the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute or claim arising out of or in connection with the contract between us.

Application and Amendment

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

Henry H Bletsoe and Son LLP
April 2024