

# London Lease Plan – Standard Terms of Business

## 1 Services

- 1.1 These terms of business and attached Schedule (“**Terms**”) are the sole defining document governing the provision of the Services (as defined in Clause 2) by the Highgate Energy trading as London Lease Plan (“**Highgate Energy trading as London Lease Plan**”) to the purchaser of the Lease Plan, Title Plan or Other Plan (“**Client**”) of the property to be inspected (“**Premises**”). The Terms supersedes any purchase order issued by the Client and all proposals, terms & conditions, statements, representations or warranties made by or between Highgate Energy trading as London Lease Plan and the Client (“**Parties**”) relating to the Services. No variation is valid unless agreed in writing by the Parties.
- 1.2 Full details of the Client, the Services, the Premises, the appointment time, timetable & method of delivery of any report will be detailed in the Schedule which will be attached to these Terms and form part of the contract between the Parties.

## 2 The Services

- 2.1 The Services shall consist of any inspection of the Premises by Highgate Energy trading as London Lease Plan and subsequent submission of a Lease Plan, Title Plan or Other Plan & Recommendation Report (“**LEASE PLAN, TITLE PLAN OR OTHER PLAN**”).
- 2.2 Highgate Energy trading as London Lease Plan will not provide:
- a survey, condition report or property valuation.
  - Professional services other than related to the provision of an LEASE PLAN, TITLE PLAN OR OTHER PLAN. Any such additional services will be dealt with by a separate contract.
- 2.3 Highgate Energy trading as London Lease Plan will undertake a visual inspection and will not look at parts of the Premises which are covered, unexposed or inaccessible Highgate Energy trading as London Lease Plan will not pull up carpets or floor boards. Lofts will only be visually inspected if it is safe to do so, access is within 3 metres of floor level & it will not damage the Premises.

## 3 Statutory Terms for the Preparation of an LEASE PLAN, TITLE PLAN OR OTHER PLAN (“Statutory Terms”)

- 3.1 The LEASE PLAN, TITLE PLAN OR OTHER PLAN will be prepared with reasonable skill and care.

## 4 Fees & Payment Terms

- 4.1 The Fees payable for the Services will be as detailed in the Schedule. Fees are to be paid in full (without any deduction or set-off) 30 days after submission of invoice.
- 4.2 Highgate Energy trading as London Lease Plan may charge interest on any outstanding Fees from the due date for payment until the date payment is made at the rate of 2% per annum above the base rate from time to time of NatWest Bank.

## 5 Cancellations or Postponement

- 5.1 If Highgate Energy trading as London Lease Plan is required to postpone the Services on the day of the appointment due to the failure of the Client to abide by his or her obligations under the Terms, the Fees may at Highgate Energy trading as London Lease Plan's entire discretion be increased by up to 50%
- 5.2 Highgate Energy trading as London Lease Plan may terminate the Terms if there is a conflict of interest.

## 6 Warranty & Complaints

- 6.1 Highgate Energy trading as London Lease Plan warrants that the Services will be performed in accordance with all legal requirements and the requirements of the HIGHGATE ENERGY TRADING AS LONDON LEASE PLAN's Accreditation Scheme & any relevant Code of Practice.
- 6.2 Except as expressly set out in Clauses 3.1 and 6.1, all warranties, terms & conditions, whether oral or written, express or implied by statute or otherwise which might have imposed obligations on the HIGHGATE ENERGY TRADING AS LONDON LEASE PLAN in relation to the Services will be excluded to the fullest extent permitted by law.
- 6.3 Highgate Energy trading as London Lease Plan will provide a high level of customer care at all times. In the unlikely event of any complaint, Highgate Energy trading as London Lease Plan will seek to resolve any initial complaint by telephone, email or in person as quickly as possible. Should the Client be unhappy with this response they should write to Highgate Energy trading as London Lease Plan setting out full details of the complaint within 5 working days. Highgate Energy trading as London Lease Plan will usually respond within no more than 15 working days to allow for holidays. A copy of the complaints handling

process is available on request. This does not affect the Client's legal rights.

## 7 Client Obligations

- 7.1 The Client will at his or her own expense provide all such information & co-operation as is reasonably required to enable Highgate Energy trading as London Lease Plan to provide the Services. This shall include
- provision of clear and safe access to all of the Premises,
  - ensuring that no child under the age of 16 is left alone to supervise the inspection;

## 8 Insurance -Highgate Energy trading as London Lease Plan will maintain insurance

## 9 Liabilities

- 9.1 Notwithstanding anything to the contrary in this Agreement, the liability of the HIGHGATE ENERGY TRADING AS LONDON LEASE PLAN under or in connection with this Agreement, whether arising from contract, negligence or howsoever will be limited as set out in this Clause 9.
- 9.2 The liability of the HIGHGATE ENERGY TRADING AS LONDON LEASE PLAN is unlimited in respect of any liability arising from:
- death or personal injury caused by the negligence of the HIGHGATE ENERGY TRADING AS LONDON LEASE PLAN;
  - any proven fraud on the part of the HIGHGATE ENERGY TRADING AS LONDON LEASE PLAN.
- 9.3 Highgate Energy trading as London Lease Plan will not be liable for any special, consequential or indirect damages, loss of profits (including direct loss of profits), loss of business, loss of revenue, loss of goodwill or loss of anticipated savings arising out of or in connection with the Terms.
- 9.4 The Client accepts that the Fees have been set in relation to the risks being assumed by Highgate Energy trading as London Lease Plan under the Terms, and that accordingly the limitations on the liability of Highgate Energy trading as London Lease Plan detailed in this Clause are reasonable.

## 10 Confidentiality & Data Protection

- 10.1 Subject to Clause 10.1 and any other contrary legal obligation:
- All personal information received from the Client will be treated as private & confidential, and will not be disclosed to any other parties without consent, and
  - The HIGHGATE ENERGY TRADING AS LONDON LEASE PLAN will comply with his or her obligations under the Data Protection Act 1998, and the Client is entitled to see any Personal Data held by the HIGHGATE ENERGY TRADING AS LONDON LEASE PLAN in respect of the Client.
  - How the Client's Personal Data will be used by the HIGHGATE ENERGY TRADING AS LONDON LEASE PLAN will be detailed in the Special Conditions in the Schedule.

## 11 Force Majeure - Except for any payment obligation imposed on the Client, neither party will be liable for a delay in performing, or for a failure to perform, obligations if that delay or failure is caused by circumstances beyond the reasonable control of that party.

## 12 Third Party Contractual Rights

- 12.1 The Client and a potential or actual buyer of the Premises may enforce the Statutory Term in Clause 3.1.
- 12.2 In relation to any other Terms, a person who is not a party to the Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms. This does not affect any right or remedy of a third party that exists, or is available, apart from that Act.

## 13 Applicable Law - The laws of England will govern the Terms, and the Parties submit to the exclusive jurisdiction of the English courts.