

General terms and conditions

for Carter Jonas approved suppliers

1 Introduction

- 1.1 Carter Jonas (**we, our or us**) is a leading UK property consultancy and estate agent. As part of our services, we may be appointed by our clients to act as their managing agent.
- 1.2 In our role as a managing agent, we manage our clients' property, estates, developments and other infrastructure on their behalf – including by arranging for works and services to be undertaken on our clients' behalf as their *agent*.
- 1.3 If you're a contractor or services provider and wish to be engaged by us on our clients' behalf to carry out works or services for them, then you must first agree to these Terms and be appointed by us as a Carter Jonas approved supplier. Please read these Terms carefully and make sure you understand them.

2 Definitions

In these Terms the following definitions apply:

Carter Jonas means Carter Jonas LLP, a limited liability partnership with company number OC304417 whose registered address is at One Chapel Place, London W1G 0BG;

Charges means, in respect of a contract you have entered into with one of our clients for works or services, the fees payable for those works or services under the contract;

Confidential Information means in respect of either Party, all data and information (whether written, oral or in electronic form) concerning the business and affairs of the Party or its affiliates that the other Party obtains or receives under or in connection with these Terms. Our Confidential Information includes all such data and information concerning the business and affairs of our clients;

Parties means you and us, and a **Party** means either you or us (as applicable);

Supplier Compliance Terms means the *Approved supplier compliance terms* set out at <https://www.carterjonas.co.uk/policies/terms-and-conditions> as updated by us from time to time;

Terms means these terms and conditions; and

you means a contractor or services provider wishing to carry out works or services, as applicable, for our clients.

3 The role of Carter Jonas

- 3.1 As part of the property management, consultancy and other services we provide as a managing agent, we've been appointed by our clients to act as their *agent*. This means we can do certain things on their behalf as if we are them.
- 3.2 The exact nature and scope of our authority to act on behalf of our clients may vary between clients. However, generally, we have our clients' authority to do all acts and things – including to negotiate, enter into and perform any contractual agreements – on their behalf as we decide are necessary or expedient to our role.
- 3.3 From time to time – and as part of our role as a managing agent – we may need to engage contractors and services providers to carry out works or services on our clients' behalf. These Terms explain more about our role where we do this – or anything else – on behalf of our clients. However, the most important thing to understand is that, where we do any of these things, we are acting on behalf of our clients as their *agent* – and not in our own capacity.

4 Becoming a Carter Jonas approved supplier

- 4.1 Before we can engage you on behalf of our clients to carry out works or services, you must be appointed by us as a *Carter Jonas approved supplier*. As part of this process, you'll need to complete an application form and confirm your agreement to these Terms, which are legally binding. You cannot become a Carter Jonas approved supplier or carry out works or services for our clients if you do not agree to these Terms.
- 4.2 By completing the appointment process, you confirm (i) you are acting in the course of business as either a contractor or services provider; and (ii) all information you provide is complete, accurate and up to date.
- 4.3 We'll consider your request to be appointed as a Carter Jonas approved supplier and let you know the outcome. Our acceptance of your request is at our complete discretion. Our appointment of you as a Carter Jonas approved supplier is non-exclusive and doesn't guarantee you will be offered any volume of business or be engaged by us on behalf of any of our clients.

- 4.4 If you're appointed as a Carter Jonas approved supplier, we may require you to re-complete our appointment process from time to time – for example, if our process is updated to address new client or supplier due diligence requirements. In such circumstances there is no guarantee you will continue to be appointed as a Carter Jonas approved supplier.

- 4.5 You must promptly tell us if any information you have provided as part of the initial (or any subsequent) appointment process materially changes.

5 Works and services

- 5.1 As part of our role as a managing agent, we may approach you – on behalf of a client – to obtain quotations and proposals, and to negotiate and agree terms and conditions, for works or services for our client's use and benefit. Where we do this, there is no guarantee we will (on behalf of the relevant client) choose to proceed with you.

- 5.2 If we wish to engage you to carry out any works or services on behalf of a client, then we'll look to enter into a legally binding contract with you for the same on behalf of the client as their *agent*. Except where we require otherwise, the contract will be based on one of our standard contract documents – as we explain further in Clause 7.

- 5.3 Once a contract for works or services has been prepared, you and the client may enter into it. Sometimes the client may wish to enter into the contract with you directly (for example, by signing the contract itself). However, ordinarily we will conclude the contract on the client's behalf (acting as its *agent*) – for example, by making a work order or statement of work available to you through our digital property management platform for acceptance in accordance with the relevant standard contract document. A contract may be formed without either party physically signing a document – for example, where you accept (or are deemed to accept) a work order or statement of work by starting to undertake the relevant works or services. The fact we may conclude a contract on a client's behalf does not mean we are party to it or have any obligations under it. Each contract you enter into for the provision of works or services is a contract existing solely between you and the relevant client.

- 5.4 You acknowledge and agree that, where we instruct you to carry out works or services on behalf of a client, the terms and conditions of the relevant standard contract document will apply to those works or services – whether or not a formal work order, statement of work or similar document has been made available to you via our digital property management platform at the time of the instruction. The applicable standard contract document explains more about how this works, including how informal or urgent instructions are dealt with. We will, where reasonably practicable, make a formal work order or statement of work available to you (or ask you to accept one retrospectively) to document the agreed arrangements.

- 5.5 Where you enter into a contract with one of our clients, we may, in our role as the client's managing agent, perform all or part of the contract on their behalf as their *agent* – including by exercising their rights or performing their obligations. Examples of things we may do in our role as managing agent include managing the day-to-day provision by you, and receipt and use by the client, of works or services and making payments to you on their behalf (once we have been put in funds by the client and have their authority to do the same).

- 5.6 We do not have any obligations under any contracts we enter into with you on behalf of our clients as their *agent* and we are not in any way responsible or liable to you for our clients' performance or non-performance of the same – including any delay or failure to make payment.

- 5.7 You agree not to bring any claim or other legal action against us or any of our affiliates in relation to (i) the performance or non-performance of any contracts you have entered into with our clients; and/or (ii) any acts or omissions of our clients or any of their agents, subcontractors and/or representatives under or in connection with such contracts.

6 Your obligations as a Carter Jonas approved supplier

- 6.1 As a Carter Jonas approved supplier, we expect you to consistently deliver excellence to our clients – including by carrying out high-quality and cost-effective works and/or services.
- 6.2 During the period of your appointment as a Carter Jonas approved supplier and for so long as you carry out any works or services for

- our clients under contracts you have entered into with them, you shall:
- (a) ensure you and your personnel are appropriately experienced, qualified, accredited, regulated, authorised, licensed and trained to carry out the type of works or services you offer to and contract to carry out for our clients;
 - (b) operate your business and carry out all works and services you contract to carry out for our clients in compliance with all applicable laws and regulations;
 - (c) have and maintain all necessary regulatory and supervisory consents, licences, authorisations, permissions, registrations and approvals necessary for you and your personnel to carry out the type of works or services you offer to and contract to carry out for our clients;
 - (d) comply with any reasonable and lawful instructions and requirements we may notify to you from time to time in relation to your appointment; and
 - (e) comply with the Supplier Compliance Terms, which terms shall form part of (and are incorporated into) your contractual agreement with us relating to your appointment as a Carter Jonas approved supplier based on these Terms.
- 6.3 You shall carry out the works or services you contract to provide to our clients in accordance with the relevant contracts.
- 6.4 You will be responsible for health and safety and other related matters in respect of the works and/or services you carry out for our clients. You must notify us immediately of any health, safety, wellbeing, structural, environmental event or concern occurring during the carrying out of any of the same for any one or more clients.
- 6.5 During the period of your appointment as a Carter Jonas approved supplier and thereafter for as long as is required under any contracts you have entered into, you shall maintain in full force and effect professional indemnity, employers liability and public liability insurance policies (together with any other insurance policies required under the provisions of those contracts) with reputable insurers and comply with provisions of the policies at all times. Each policy shall have a minimum per claim limit of indemnity of £5,000,000, unless you are a sole trader or have fewer than five employees, in which case a minimum per claim limit of indemnity of £1,000,000 shall apply. On request, you will provide us with copies of the policies and evidence the relevant premiums have been paid.
- ## 7 Standard contract documents
- 7.1 We use certain standard contract documents to contract with Carter Jonas approved suppliers for works or services on our clients' behalf. Up to date copies of our standard contract documents are available at <https://www.carterjonas.co.uk/policies/terms-and-conditions>.
- 7.2 When you become a Carter Jonas approved supplier and agree to these Terms, you agree that – except where we require otherwise – any contracts you enter into to provide works or services to our clients will be concluded on the basis of the standard contract document chosen by us in our role as the relevant client's agent.
- 7.3 We may make changes to our standard contract documents from time to time – for example, to change each party's rights or obligations or to update them to better address legal or compliance issues. Whilst we may try to notify you of any material changes to our standard contract documents, we are not obliged to do so. It is your responsibility to review each contract based on one of our standard contract documents before you enter into it to make sure you are happy with it and understand its terms. You should obtain independent legal advice if you are unsure or have questions about any of our standard contract documents.
- ## 8 Construction Industry Scheme
- 8.1 The Construction Industry Scheme is a UK Government scheme. Under the scheme terms, if our client is a CIS contractor, they must collect advance payments of tax and National Insurance on behalf of HMRC for qualifying works.
- 8.2 For each contract we enter into with you on behalf of one of our clients, we'll tell you if the works or services you are instructed on are for a CIS contractor client. Where the client is a CIS contractor, they will have to tell HMRC each month of the payments made to all subcontractors and advise what deductions have been made. The rate applied depends on your CIS registration status, which we will verify with you on behalf of the client.
- 8.3 You do not need to register for CIS but – if you choose to do so – you must let us know your CIS registration status and provide any information we request to help with verification.
- 8.4 Deductions under CIS will be made in accordance with applicable law. As at the date that these Terms were last updated, the deduction rate is (i) 30% if you are not CIS registered; (ii) 20% if you are CIS registered; and (iii) 0% if you have HMRC approval to be paid gross. Please note that, if it has not been possible to verify your CIS status, deductions will be made as if you are not registered.
- 8.5 If you do not want to carry out works or services for CIS registered clients, you must tell us at the time that you request to be appointed as a Carter Jonas approved supplier.
- 8.6 You are responsible for making your returns to HMRC through your regular tax filing; neither we nor our clients accept any responsibility for that. Tax can be a complicated area, and you may wish to get professional advice.
- ## 9 Administration fees
- 9.1 In respect of each contract you enter into with one of our clients, you shall pay us an administration fee – unless we agree with you in writing that no administration fee, or a different administration fee, will apply to that contract (or to a category of contracts you enter into with our clients). The administration fee for each contract will be an amount in pounds sterling equal to a percentage of the total charges you invoice to the client under the contract, plus any applicable VAT. The applicable percentage will depend on the part of our business that the works or services relate to (for example, Commercial, Residential, Rural or Infrastructure) and will be the percentage published in our administration fee schedule available at <https://www.carterjonas.co.uk/policies/terms-and-conditions> (**Administration Fee Schedule**), as updated by us from time to time. The Administration Fee Schedule may also identify categories of contract or supplier in respect of which no administration fee (or a different administration fee) applies. We may also publish in the Administration Fee Schedule any other arrangements that apply to the administration fee – for example, whether the fee is deducted at source or invoiced separately.
- 9.2 Where the applicable administration fee is invoiced separately, we will, once every calendar quarter, prepare and submit an invoice to you setting out details of (i) each invoice for Charges you have submitted under the contracts you have entered into with our clients during the period; and (ii) the total administration fees due to us in respect of those invoices plus any applicable VAT. Upon request, you will provide us with any information we need to prepare our quarterly invoice.
- 9.3 You agree to pay each invoice we submit to you within 30 days of the invoice date. Failure to make any payment to us by the due date may (without prejudice to any other rights or remedies we may have) result in us terminating your appointment as a Carter Jonas approved supplier.
- 9.4 If you do not make payment to us when due, we may charge interest at 3% per annum above the prevailing base rate of Barclays Bank plc on all such unpaid amounts in relation to the period between the date payment becomes overdue and the date payment is made in full.
- 9.5 We may update the Administration Fee Schedule from time to time. We will give you not less than 30 days' prior written notice of any change to the rates or other arrangements set out in the Administration Fee Schedule. Any change will take effect in respect of contracts you enter into with our clients on or after the date the change takes effect.
- ## 10 Confidentiality
- 10.1 You and we agree to hold each other's Confidential Information in confidence. In particular, neither you nor we shall disclose the other's Confidential Information to any third party except as allowed by Clause 10.3.
- 10.2 The provisions of Clause 10.1 shall not apply to any information which (i) is or becomes public knowledge other than by breach of this Clause 10; (ii) is already in the possession of the receiving Party without restriction in relation to disclosure before the date of its receipt from the disclosing Party (or one of its affiliates); or (iii) is received from a third party (who, for the avoidance of doubt, is not an affiliate of the receiving Party) who lawfully acquired or developed it and who is under no obligation restricting its disclosure.
- 10.3 A Party may disclose Confidential Information in relation to the other Party:
- (a) with the prior written consent of the other Party;
 - (b) to those of its officers, employees, professional advisers (including its auditors and legal advisers), insurers, affiliates or subcontractors as may be reasonably necessary for the purpose of fulfilling its obligations under these Terms or, in the case of professional advisors and insurers, for use in

	their professional capacity, provided that before any such disclosure that Party shall make such officers, employees, professional advisers, insurers, affiliates, or subcontractors aware of its obligations of confidentiality under these Terms and shall at all times procure compliance by those persons with them; or		Terms shall continue in full force and effect as shall any other provision of these Terms that is by its nature intended to continue.
	(c) where such disclosure is required by any law, court order or competent regulatory authority.	12.7	Neither the termination of your appointment as a Carter Jonas approved supplier nor the fact that these Terms have ceased to apply between you pursuant to Clause 12.6 shall affect any of our or your rights, remedies, obligations and/or liabilities that have accrued prior to the occurrence of any of the same.
10.4	We may disclose your Confidential Information to our clients, including as part of the arrangements described in these Terms.	13	Liability
10.5	Without prejudice to the other rights of the disclosing Party, in the event of an unauthorised disclosure or use of its Confidential Information occurring directly or indirectly through disclosure made to the receiving Party, the receiving Party shall (as soon as it becomes aware of the same) notify the disclosing Party of such unauthorised disclosure and use all reasonable endeavours to assist the disclosing Party in recovering and preventing the use of, dissemination, sale or other disposal of such Confidential Information.	13.1	Nothing in these Terms shall exclude or limit a Party's liability for (i) death or personal injury caused by that Party's negligence or the negligence of its directors, officers, employees or subcontractors; (ii) fraud or fraudulent misrepresentation by that Party or its directors, officers, employees or subcontractors; or (iii) any other liability that cannot be limited or excluded by law.
10.6	You shall only use our Confidential Information (i) for the purpose of performing your obligations under these Terms; and (ii) where such information relates to the business and affairs of one of our clients, for the purpose of performing your obligations under any contract(s) you enter into with that client.	13.2	Subject to Clause 13.1, each of you and us excludes all liability for indirect or consequential loss or damage arising out of or in connection with these Terms.
11	Data protection	13.3	Subject to Clause 13.1, we exclude all liability for loss of profits, loss of production, loss of business, loss of contracts, loss of opportunity, loss of revenue, loss of anticipated savings, loss of technology, wasted management time, loss of or damage to data or information, and/or loss of or damage to goodwill or reputation, in each case arising out of or in connection with these Terms or your appointment as a Carter Jonas approved supplier.
11.1	We are a <i>controller</i> of the personal information we process in connection with (i) these Terms; (ii) your appointment as a Carter Jonas approved supplier; and (iii) the administration of our business relationship with you. This means we are responsible for ensuring we comply with all applicable data protection laws when processing such personal information.	13.4	Subject to Clause 13.1, our total aggregate liability under or in connection with these Terms or your appointment as a Carter Jonas approved supplier (whether such liability arises under any statute or in contract, tort (including negligence) or otherwise) shall be limited to £50,000.
11.2	We are committed to data protection compliance and our privacy notice, which is available at https://www.carterjonas.co.uk/policies/terms-and-conditions , provides detailed information about how we process personal information.	13.5	If any provision in this Clause 13 is held to be invalid it shall be deemed to be omitted, but if either you or us thereby becomes liable for loss or damage which would otherwise have been excluded or limited, such liability shall be subject to the remaining provisions of this Clause 13.
11.3	Where personal information is provided to us by you, at your direction, or on your behalf, under or in connection with these Terms, you shall:	14	Indemnity
	(a) make sure the information is accurate and, where necessary, up to date;		You agree to indemnify us and our affiliates from and against all claims, demands, actions, costs, expenses (including legal costs and disbursements), losses, liabilities and damages incurred or suffered by us and/or any of our affiliates arising under or in connection with any works and/or services you carry out for any of our clients from time to time, including in relation to any claim made or threatened by any of our clients – for example, alleging that works or services you have carried out for them do not comply with the relevant contract(s) you have entered into with our clients or have caused any of our clients any losses, liabilities and/or damages.
	(b) provide a copy of our privacy notice to all persons to whom such personal information relates; and	15	General
	(c) ensure that you have all necessary notices, consents and lawful bases in place to enable the lawful transfer of personal information to us.	15.1	We will not be liable to you for any failure or delay in the performance of our obligations under these Terms to the extent the failure or delay is due to events or circumstances genuinely outside our control – including, by way of example, fires, floods, storms, other natural events, acts of God, explosions, civil disturbances, wars, malicious damage or attacks.
11.4	If you have any questions in relation to our use of personal information, please contact us at dp@carterjonas.co.uk .	15.2	We may change these Terms and the Supplier Compliance Terms at any time. If we do this, we will send you an email telling you about the change. Unless we tell you otherwise, a change will take effect 30 days after the date we tell you of the change. Your appointment as a Carter Jonas approved supplier, or your arrangements and dealings with us that are the subject of these Terms, after the date a change takes effect will be subject to these Terms and the Supplier Compliance Terms as amended by the change. If you are unhappy with any change made, you may terminate your appointment as a Carter Jonas approved supplier in accordance with Clause 12.2. Save as set out in this Clause 15.2, no changes to these Terms may be made unless confirmed in writing by us.
12	Terminating your appointment as a Carter Jonas approved supplier	15.3	These Terms are between you and us. Nobody else can enforce these Terms and neither of you or us will need to ask anybody else to agree on terminating or changing them. Even if we delay enforcing any of these Terms, we can still enforce them later.
12.1	Your appointment as a Carter Jonas approved supplier starts when we confirm your request to become an approved supplier has been successful under Clause 4.	15.4	If a court or other authority invalidates any of these Terms then the rest of the contract will continue to apply.
12.2	You may terminate your appointment as a Carter Jonas approved supplier at any time by giving us not less than 30 days' prior written notice of such termination.	15.5	We may set off and/or deduct any liability you have to us against any liability we have to you – irrespective of whether such liability is present or future, liquidated or unliquidated, and whether or not it arises under these Terms.
12.3	We may terminate your appointment as a Carter Jonas approved supplier at any time and with immediate effect.		
12.4	On termination of your appointment as a Carter Jonas approved supplier, any contracts you have entered into to carry out works or services for our clients will – subject to their respective terms and conditions and any rights our clients may have – be unaffected by such termination.		
12.5	On termination of your appointment as a Carter Jonas approved supplier you shall continue to be liable for any and all administration fees payable pursuant to Clause 9. We remain entitled to be paid administration fees on any Charges you invoice under contracts after the date of such termination.		
12.6	On the date that your appointment as a Carter Jonas approved supplier is terminated, these Terms shall cease to apply between you and us, except that:		
	(a) Clauses 5.5, 5.6 and 5.7 shall continue in force for so long as any contract you have entered into with one of our clients is in force so that, where requested by the client, we may perform the contract on their behalf as their agent of the basis set out in these Terms; and		
	(b) Clauses 1, 2, 3, 4.2, 4.3, 5.5, 5.6, 5.7, 6, 8, 9, 10, 11, 12.4, 12.6, 12.7, 13, 14 and 15 and the Supplier Compliance		

- 15.6 You shall not without our prior written consent assign, transfer, charge, subcontract and/or otherwise dispose of any of your rights or obligations under these Terms to any other person.
- 15.7 Any notice given by us to you, or you to us, under these Terms must be in writing and shall be:
- (a) sent by email to the following addresses (or an address substituted in writing by the Party to be served):
You: the email address set out on your application form to become a Carter Jonas approved supplier; and
Us: compliance@carterjonas.co.uk;
 - (b) deemed to have been received at the time of email transmission, or, if this time falls outside business hours (09.30 – 17.00 hours UK time on business days), when those business hours next resume.
- This Clause 15.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.8 In these Terms (i) any phrase introduced by the terms **including, include, in particular, for example, such as** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (ii) references to our **clients** include prospective, actual and former clients (as the context so requires).
- 15.9 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 15.10 You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with any of these Terms and their subject matter (including non-contractual disputes or claims).