TERMS OF ENGAGEMENT

Effective from 21 September 2026. Applies to all agreements in force as at 21 September 2026 and to all agreements entered into on or after this date.

Carter Jonas LLP is a limited liability partnership registered in England and Wales no. OC304417. Reg office One Chapel Place, London W1G 0BG. Regulated by RICS.

Introduction

These Terms of Engagement ("Terms") should be read in conjunction with any relevant Letter of Engagement ("Letter") or Fee Proposal ("Proposal") agreed between the parties.

Carter Jonas LLP provides property and other Services (defined below). In these Terms "Carter Jonas" "us" "we" or "our" means "Carter Jonas LLP" (company registration number OC304417) and where appropriate, any subsidiary or associated companies of firms whose Registered Office is One Chapel Place, London, W1G 0BG.

"Client" or "you" means the individual or organisation referenced in the Letter/Proposal. This "Agreement" comprises the following documents:

- the Letter or Proposal and
- these Terms

We provide a range of property and other services. These Terms apply to all of our engagements, but some Sections will only apply in specific circumstances. In particular, Section 8 (Carter Jonas' appointment as your managing agent) only applies where we are appointed to act as your managing agent – for example, where we are providing property, estate or development management services. The Letter or Proposal will set out the Services we have agreed to provide to you and our role in providing them. If you are unsure about which sections apply to your engagement, please contact us.

In the event of any conflict between the clauses in these documents, the order of preference is as follows:

- the Letter or Proposal
- these Terms

Acceptance of this Agreement takes place when you countersign the Letter/Proposal or provide your written confirmation.

It is assumed that whoever instructs Carter Jonas has the authority to do so and we are entitled to rely upon any information provided to us by that individual. Furthermore, where instructions are received on behalf of an organisation, including LLPs, it is assumed that the appropriate officers have been made aware and given their approval.

All Services (defined below) shall be performed by Carter Jonas, or their appointee, only on the basis of this Agreement.

A hard copy of these Terms is available on request.

1.	LETTER OF ENGAGEMENT AND VARIATIONS	1.1. Our Services ("Services") are detailed in the Letter/Proposal. If you disagree with any element of the Services, this must be brought to our attention immediately.
		1.2. We will provide the Services to you in accordance with the Letter/Proposal, with reasonable care and skill.
		1.3. Any party may request changes or variations, but this must be agreed in writing by both parties and may be subject to additional fees or other conditions or requirements.
		1.4. No variation of this Agreement is binding unless agreed in writing between authorised representatives of Carter Jonas and the Client.
2.	FEES AND PAYMENT TERMS	2.1. Carter Jonas' fees ("Fees") are set out in the Letter/Proposal. Value added tax ("VAT"), at the prevailing rate, shall be payable on all Fees and any other such sums due to Carter Jonas under this Agreement, unless otherwise stated in the Letter/Proposal.
		2.2. The Fees and expenses due to Carter Jonas under the terms of this Agreement shall be payable by you. Non-payment of our Fees, approved expenses or any other payments due to us from you will constitute a material breach of this Agreement. Any holding group and associated or parent companies / firms of the Client organisation will also be liable for the non-payment of all Fees and expenses due to us as set out in this Agreement.
		2.3. Where Carter Jonas receives and acts upon an implied instruction, either verbally or by email, all Fees and payment terms set out in this Agreement will apply.
		Disputed debt and late payment
		2.4. A debt is disputed where you believe that the debt in whole or in part is not owed. Our invoices clearly state that disputed debts must be notified to us within 14 days of receipt of the invoice by email to creditcontrol@carterjonas.co.uk or in writing to Carter Jonas Credit Control, Allia Future Business Centre, London Road, Peterborough. PE2 8AN.
		2.5. Carter Jonas reserves the right to charge you interest both before and after any judgment on any unpaid invoice at the rate of 3% per month over the then current base rate of The Bank of England from the date payment becomes due until payment is made in accordance with this Agreement.
		2.6. Concerns relating to provision of Service by Carter Jonas or other related matters should be raised in accordance with the

section of this contract titled "Complaints procedure and dispute resolution".

3. CYBER CRIME AND ILLEGAL SCAMS

3.1. Cybercrime is criminal activity that either targets or uses a computer, a computer network or a networked device. The National Cyber Security Centre (https://www.ncsc.gov.uk/) is an excellent source of information on the types of threats and the preventative actions we can all take to protect ourselves.

3.2. Cybercrime and hacking are carried out by individuals or organisations, often using advanced techniques and skills, to make money illegally. Examples of this would include email and internet fraud including intercepting emails or stealing data from emails; identity fraud; and theft of financial or card payment data and malware and phishing attacks (such as sending spam emails).

3.3. Carter Jonas takes system and cyber security very seriously and has both ISO 27001 and Cyber Essentials Plus accreditation. We have processes and procedures in place to protect our systems and the data we manage. We encourage all our Clients to be similarly vigilant since we cannot accept liability for any losses arising if you fall victim to cybercrime or an illegal scam.

3.4. We will never email you to amend our banking details. If you receive an email purporting to be from Carter Jonas asking for payment to an account, you do not recognise or requesting that you click on a link to change your personal details it is highly unlikely to be genuine. Please contact us immediately to check whether it is genuine before you act. It is your responsibility to ensure that emails and attachments are virus free, and that you do not send any money or personal or banking information without first confirming the recipient's identity.

3.5. To ensure your security we will not accept changes to your bank details by telephone or email. If you wish to notify us of a change to your bank details to those originally provided, please note that we will contact you to verify this and will require additional documentation and/or confirmation before this can be actioned. You should also be aware that in most instances we are unable to make payments to bank accounts that are unconnected to you or the organisation you work for.

4. PAYMENTS ON ACCOUNT

4.1. During an instruction, we may raise an invoice for payment on account for Fees, expenses and other charges incurred up to that point which will be subject to our standard payment terms. Monies paid on account which are not subsequently required for Fees, expenses and other charges will be refunded to you within 28 days of the end of the instruction.

4.2. Where a service requires payment in advance, such as a planning application, we may request funds from you to cover this cost before proceeding on your behalf.

5. EXPENSES AND ADMINISTRATION FEE	5.1. Our standard expenses will be charged at the rates shown below: 5.1.1. Photocopying / Telephone calls / Postage – 5% of total Fees. 5.1.2. Mileage – £0.65 per mile. 5.2. From time to time, you may ask us to instruct and manage a third party (such as a specialist contractor, professional adviser or consultant) on your behalf in connection with a specialist or larger project (for example, a major refurbishment, redevelopment or one-off capital project). Where this is the case, the management services we provide in connection with that project will be agreed and charged separately under a project management or similar engagement (which may take the form of a separate Letter or Proposal, or an addition to the Letter or Proposal for this Agreement). The Fees for our management services in connection with the project will be agreed with you in advance.
6. PAYMENTS WE RECEIVE FROM THIRD PARTIES	6.1. In connection with the Services, we may receive payments from third parties – for example: 6.1.1. referral commissions – where we refer you, or otherwise place business with, third party providers (such as insurance brokers, insurers, utility providers and other service providers), we may receive a commission or other payment from the relevant third party; and 6.1.2. administration fees from our approved suppliers – where we engage a Carter Jonas approved supplier to carry out works or services on your behalf as your managing agent, we will receive an administration fee from that supplier under our standard supplier terms. The applicable rate depends on the part of our business that is engaging the supplier and is set out in our Administration Fee Schedule, which is available at Approved suppliers | Carter Jonas. 6.2. Any payments we receive under Clause 6.1 will be retained by us in full. We will disclose to you, in the Letter or Proposal (or otherwise in writing from time to time), details of any specific payments, commissions or other arrangements that apply to your engagement. 6.3. By entering into this Agreement, you acknowledge and consent to us receiving and retaining the payments referred to in this Clause 6, on the basis set out in this Clause 6 and the Letter or Proposal.
7. CONFLICTS OF INTEREST	7.1. Carter Jonas has procedures in place to ensure that appropriate conflicts of interest checks are carried out on every instruction so that any conflicts, or potential conflicts, can be identified and addressed with you as soon as possible.

7.2. Where we act as your agent under this Agreement, we will not allow our interests to conflict with the duties we owe you under this Agreement and applicable law.

7.3. Carter Jonas and the Client confirm that they are not aware of any personal family or business relationship which exists between the Client, Carter Jonas or any persons/business associated with Carter Jonas that has not otherwise been disclosed. Should you become aware of an actual or potential conflict please bring it to our attention as soon possible.

8. CARTER JONAS' APPOINTMENT AS YOUR AGENT

8.1. This Section 8 only applies where we are appointed to act as your managing agent under the Letter or Proposal – for example, where we are providing property, estate or development management services. Where we are providing any other type of service under the Letter or Proposal – for example, sales or lettings agency services, valuations, planning, development consultancy or other professional services – this Section 8 does not apply, and our role and authority (including whether we are acting as your agent for any specific purpose) will be as set out in the Letter or Proposal. Please contact us if you need clarification.

8.2. You appoint us to act on your behalf and in your name as your agent in our role as your managing agent and as part of our provision of the Services. Subject to the terms of this Agreement, you give us authority to: (i) manage the property, estates, developments and/or other assets and operations that are the subject of the Services on your behalf as part of the provision of the Services – including overseeing the day-to-day management and operation of the same, liaising with any tenants, customers, employees, suppliers and other third parties, and managing any business, farming, commercial or other activities undertaken on or in connection with the same (as applicable); and (ii) do all acts and things, and to negotiate, enter into and perform any contractual agreements, as we decide are necessary or expedient to the provision of the Services, in each case without prior reference to you.

8.3. The scope of our authority as your managing agent may be supplemented or expanded by the Letter or Proposal – for example, where you wish to give us authority to take additional actions or make additional decisions on your behalf in connection with a particular estate, property, premises, asset, business and/or operation. Any such supplementary authority will be set out in the Letter or Proposal and will form part of our appointment as your agent under this Section 8.

8.4. In addition to the scope of authority set out in this Section 8 and any supplementary authority set out in the Letter or Proposal, you may from time to time instruct us to undertake other activities on your behalf in connection with the property, estates, developments and/or other assets and operations that are the subject of the Services. Where we agree in writing (which may be by email) to carry out any such activity, it will form part of our appointment as your agent under this Section 8.

8.5. Our appointment as your agent includes authority to conclude contracts with contractors, service providers and other

suppliers and professionals on your behalf and to exercise your rights and perform your obligations on your behalf under contracts you have entered into. For example, if we manage a property, estate or development for you, as part of the Services we may need to engage contractors to undertake maintenance or repair works on your behalf.

8.6. Where, as part of the Services, we engage a third party on your behalf as your agent the contract with the third party will be entered into in your name and will exist directly between you and that third party. We act as agent only, do not contract as principal, and do not guarantee the performance of any third party.

8.7. Notwithstanding any other clauses in this Agreement, nothing in this Agreement obliges Carter Jonas to carry out any construction operations itself, or to furnish its own labour (including its employees or officers) or the labour of others in carrying out any construction operations or to arrange for the labour of others to be furnished in the carrying out of any construction operations or to be answerable to you for the carrying out of construction operations by others, or otherwise as would result in Carter Jonas being a sub-contractor for the purposes of section 58 Finance Act 2004. To the extent that any provisions in this Agreement might otherwise be construed as imposing an obligation on Carter Jonas that would result in Carter Jonas being a sub-contractor for the purposes of section 58 Finance Act 2004, those provisions shall be read and construed as requiring Carter Jonas to act solely as agent for you and in your name, in relation to construction operations.

8.8. You shall indemnify us, and keep us indemnified, against all costs (including the cost of defending any legal action brought against us by a third party such as a contractor, supplier or other person you have contracted with), damages, liabilities, losses and expenses suffered or incurred by us arising out of or in connection with our acting within the scope of our authority as your managing agent as set out in this Agreement. This Clause 8.8 will survive the termination of this Agreement.

8.9. You are responsible for all fees, charges, costs, expenses and other sums payable under any such contract. Unless we expressly agree otherwise and you place us in funds in advance, you remain solely responsible for settling those invoices directly with the relevant third party.

8.10. To the fullest extent permitted by law, we shall have no liability to you for the acts, omissions, defaults, negligence, insolvency or performance of any third party engaged on your behalf, or for any loss, damage, cost or expense arising out of or in connection with any contract between you and a third party. Subject to the further provisions of this Agreement, our liability is limited solely to loss resulting directly from our own negligence or breach of duty or contract in acting as your agent, and to the maximum extent permitted by law we shall have no responsibility for the works or services themselves.

8.11. Where we engage a third party on your behalf as your agent, we have discretion to agree the terms and conditions of the relevant contract in your name. In most cases, this will be done using one of our standard contract templates, which are

available on our website (www.carterjonas.co.uk) in the Terms & Conditions section. However, there may be circumstances where it is appropriate or necessary to use a different form of contract – for example, where a supplier or service provider requires their own standard terms to apply.

8.12. We will also select the third party supplier on your behalf. Ordinarily, this will be one of our Carter Jonas approved suppliers. However, there may be occasions where this is not possible or appropriate – for example, where a specialist supplier is required, it is an emergency or an approved supplier is unavailable – in which case we may appoint another suitable supplier.

8.13. When acting as your agent we will:

(a) act towards you conscientiously, with reasonable skill and care, and in good faith and comply with all appliable obligations imposed on agents by applicable law;

(b) comply with your reasonable and lawful instructions, provided that your instructions do not require us to do any act or thing beyond the scope of the Services we have agreed to provide to you;

(c) keep you appropriately informed about the activities we undertake on your behalf as your agent (including notifying you of an offer or contract made on your behalf); and

(d) provide documents that are under our control to you relating to your affairs.

8.14. If you wish to place any restrictions on our appointment as your agent, then the restrictions must be expressly agreed between you and us in writing and set out in the Letter or Proposal (or otherwise agreed with us in writing). Where any such restrictions are agreed, we will comply with them.

8.15. We will not take part in any formal dispute or commence or defend any court or other dispute proceedings on your behalf or settle or attempt to settle or make any admission concerning any such proceedings.

9. WHAT WE EXPECT FROM YOU

9.1. You warrant that to the best of your knowledge, all information provided by you and/or your advisors is correct.

9.2. You must advise Carter Jonas of all material facts relevant to us acting as your agent and you must advise us of any unusual or onerous encumbrances, restrictions, including planning restrictions, easements, outgoings, tenure, tenancies, conditions attaching to the property and other relevant matters. We shall, unless otherwise expressly agreed, rely upon all information and data provided to us by you or your legal or other professional advisors.

9.3. Our advice is made on the condition that there have been no matters undisclosed which could materially affect our opinion. You also agree to notify Carter Jonas as soon as you become

aware of any inaccuracy or change in circumstances during this Agreement which might affect the accuracy of any statement.

9.4. Where we are marketing a property for you, under The Consumer Protection from Unfair Trading Regulations (2008) and the Business Protection from Misleading Marketing Regulations Consumer Protection Regulations (2008), we are responsible for any incorrect, incomplete or misleading information distributed in connection with the Property. You warrant that that all information provided directly or you or your professional advisors regarding the Property is complete and correct. Furthermore, you confirm that there are no other material facts known to you relating to the Property which may be relevant to Carter Jonas in carrying out the instructions as agreed. Where appropriate, you undertake to indemnify Carter Jonas and to keep us indemnified against any losses, damage, costs and expenses (including legal fees) arising out of, or by virtue of, your instructions to us and any other losses, damages, costs and expenses by virtue of default or negligence of Carter Jonas arising from misinformation supplied by you.

10. THIRD PARTY INFORMATION

10.1. Where we supply information to you which has been received from a third party including but not limited to suppliers, landlords and other agents, then, unless otherwise stated by us, we shall have no liability in relation to such information. We will act at all times in good faith in our provision of the Services but do not accept any liability for the Services of any third party introduced to you or for the information they may provide. Any introductions are made on a purely voluntary basis and do not form part of the Services. No warranty or representation is given or made in respect of any third party, or the quality of the Services offered by them.

10.2. Where we instruct a third party on your behalf you will be liable to pay their fees directly as stated in clause 5 above.

11. CONFIDENTIALITY

11.1. Both the Client and Carter Jonas shall during the term of this Agreement and thereafter for a period of three years, keep confidential all information (including but not limited to trade secrets, drawings, specifications, documents, design materials, user guides and other data, and any information reasonably regarded as confidential by the parties) ("Confidential Information") which may become known and which relates to the other, unless that information is public knowledge or already known to the relevant party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party.

11.2. Each party may disclose the other party's Confidential Information:

11.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know that information for the purposes of carrying out the party's obligations under this Agreement ("Representatives"). Each party shall ensure that its Representatives to whom the other party's

confidential information is made available in connection with this Agreement are informed of its confidential nature and comply with this clause 10; and

11.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that it gives the other party as much prior notice of that disclosure as possible (where lawful and practical to do so).

11.3. Carter Jonas may disclose your Confidential Information to third parties as may reasonably be required for the proper provision of the Services, including (where applicable) as part of Carter Jonas' role as your agent – for example, to actual or prospective service providers and contractors so Carter Jonas may obtain quotations for, and negotiate, enter into and manage contracts for the provision of, works and services.

11.4. Neither you nor Carter Jonas shall, without the prior written consent of the other, use such Confidential Information for any other purpose or disclose it to any third party.

11.5. Neither the Client nor Carter Jonas shall make any public announcement disclosing the particulars of this Agreement without the prior written consent of the other, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11.6. Carter Jonas is also obliged to cooperate with any Freedom of Information Act (FOI) requests it may receive from public bodies or other local authorities. In this instance, where a FOI request is made and involved information relating to you or your company, we will let you know of such request prior to making any such disclosure and agree with you which disclosures can be made.

12. DUTY OF CARE AND THIRD-PARTY RIGHTS

12.1. Unless otherwise stated in the Letter/Proposal the Services provided by us are for your benefit only and may not be relied upon by any third party. Our duty of care is to you as our Client and does not extend to any third party unless specifically agreed and clearly stated in the Letter/Proposal. A person who is not party to this Agreement shall not have any rights under or in connection with it pursuant to the Contract (Rights of Third Parties) Act 1999.

12.2. Carter Jonas will, in the performance of the Services including any additional Services instructed under the agreement, exercise and continue to exercise all the reasonable skill, care and diligence to be expected of a properly qualified and competent advisor, experienced in carrying out Services similar to the Services in respect of projects of a similar size, scope, value, character and complexity.

13. INTELLECTUAL PROPERTY	13.1. All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by the Client) shall be owned by Carter Jonas. Carter Jonas grants to the Client a fully paid-up, non- exclusive, royalty-free, non-transferable licence to use materials (as may be specified by Carter Jonas) that are created by Carter Jonas in connection with its provision of the Services, solely for internal, non-commercial purposes, for the term of this Agreement. The parties shall agree which materials are subject to this licence in advance of such use.
	13.2. The Client grants to Carter Jonas a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to Carter Jonas for the term of this Agreement for the purpose of providing the Services to the Client.
14. OWNERSHIP OF DOCUMENTS	14.1. We follow best practice as set out in the RICS regulation on the ownership of files. Unless otherwise agreed in the Letter/Proposal, where we are acting as your agent, all documents produced by us or received from third parties during our appointment belong to you. Where we are providing a service and acting as a principal you will be entitled to own all documentation relating to the Services as defined in the Letter/Proposal. For the avoidance of doubt, unless otherwise agreed in writing, the intellectual property rights contained within all files will remain vested in Carter Jonas as outlined above.
	14.2. In the event of non-payment of the agreed Fee we reserve the right to retain documents which may otherwise belong to you until such times as settlement is agreed on any outstanding sum due to us.
15. DATA PROTECTION	15.1. The parties shall comply with their data protection obligations as set out in Schedule 1.
16. DOCUMENT RETENTION AND DISPOSAL OF FILES	16.1. We will retain files either in hard copy or soft copy for as long as we are legally required to do so or for a period otherwise agreed with you. On completion of a matter paper files will generally be placed in secure storage. At your request we will return documents to you otherwise we reserve the right to destroy files without further reference to you at the end of our retention period.
17. HEALTH AND SAFETY	17.1. You are responsible for all health and safety and environmental obligations in accordance with all applicable laws and regulations which may impact directly or indirectly on the appointment of Carter Jonas, in so far as they may apply to the Services provided by Carter Jonas.
18. REGULATION	18.1. Carter Jonas is regulated by the Royal Institution of Chartered Surveyors ("RICS") and is also authorised and regulated by the Financial Conduct Authority ("FCA") for the purposes of credit broking and insurance -distribution activities.

19. CLIENT MONIES

19.1. Money received on behalf of the Client will be held in designated Client Accounts. Carter Jonas does not charge for the administration of the bank accounts where client monies are held before being transferred to you and to offset our costs we will retain any interest which may accrue on these accounts. You will always be advised in writing where the monies are held.

19.2. All accounts are managed in accordance with RICS regulations and are subject to regular audit.

20. RIGHT TO CANCEL/TERMINATION

20.1. If you cancel this Agreement, you shall pay us an amount representing Carter Jonas' expenses as well as the proportion of the Services performed up until the date of cancellation or as otherwise outlined in the Letter/Proposal. Separately, you shall (continue to) be responsible for all fees, charges, costs, expenses and other sums payable under any contracts we have entered into on your behalf with third parties such as contractors and services providers.

Business Users

20.2. If the Client is a company or is acting in the course of a trade or profession, you shall have no right to cancel this Agreement, except as those expressly prescribed in the Letter/Proposal other than as set out below. Carter Jonas may, in its sole discretion, enter into good faith discussions with you regarding the cancellation of this Agreement.

Consumers

20.3. If you are receiving Services from us as a consumer (i.e. for personal, private reasons) you have a right to cancel within 14 working days ("Cancellation Period"), from the date of this Agreement without giving any reason.

20.4. Notice of you exercising your right to cancel must be made before the end of the Cancellation Period either by email to or in writing to the Carter Jonas office managing this Agreement.

Mutual right to terminate

20.5. Either party may terminate this Agreement at any time by giving notice in writing if the other party:

20.5.1. experiences financial difficulties which result in them becoming insolvent or a receiver, administrative receiver or similar officer is appointed or anything analogous to these events; or

20.5.2. is in breach of any material obligation contained in this Agreement and, where such breach is capable of remedy, the breaching party has failed to remedy that breach within 5 days of being notified of it.

21. CARTER JONAS' RIGHT TO CANCEL

21.1. Carter Jonas may terminate this Agreement by giving you 10 working days' notice without giving any reason. In these circumstances you will be liable for all Fees, expenses and other charges incurred up to the point of termination in line with our standard hourly charges or calculated as a pro-rata charge based on the agreed Fee, as appropriate, plus VAT as applicable.

22. LIMITATION OF LIABILITY

21.1. Carter Jonas maintains Professional Indemnity Insurance in accordance with the RICS Regulations.

22.1. Nothing in this Agreement shall exclude or limit in any way our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by law.

22.2. Subject to clause 21.2, Carter Jonas shall not be liable for any indirect or consequential loss including loss of income, loss of revenue, loss of profit, loss of business, loss of anticipated savings or loss of data.

22.3. Subject to clause 21.2 and clause 21.3, Carter Jonas' total liability to the Client in contract, tort (including negligence), breach of statutory duty, or otherwise for:

22.3.1. any loss or damage to the Client's property, including but not limited to physical assets owned by the Client, is limited to £500,000, unless otherwise specified in the Letter/Proposal; and

22.3.2. all other loss or damage arising under or in connection with this Agreement shall not exceed £5 million unless, otherwise specified in the Letter/Proposal.

23. FIRE SAFETY AND RELATED ADVICE

23.1. Carter Jonas will provide no advice or make any recommendation or representation as to the combustibility or compliance (or otherwise) with fire safety regulations of any external cladding systems, glazing, doors, external wall system and/or internal wall system (including insulation and fire breaks) of any building or structure, including for the avoidance of doubt whether any such systems or building or structure complies with The Building Regulations for England & Wales 2010, Building (Scotland) Regulations 2004 or The Building Regulations (Northern Ireland) 2012 or any re-enactment thereof.

24. ANTI-CORRUPTION

24.1. If and to the extent that any such advice is required by the Client, then the Client will be required to directly engage an appropriate specialist third party consultant, and the Client acknowledges that it will exclusively rely on the advice of such specialist third party consultant in respect of such matters. Where Carter Jonas has agreed to procure such advice for the benefit of the Client, at the Client's request, through the engagement of an appropriate specialist third party consultant, the advice of the specialist third party consultant is deemed to

	be provided directly to the Client, and the Client acknowledges that it will exclusively rely on the advice of such specialist third party consultant
	24.2. Carter Jonas complies with all relevant UK legislation and regulation relating to anti-bribery and anti-corruption and has procedures in place to ensure compliance with the requirements.
	24.3. Carter Jonas complies with all applicable anti-slavery and human trafficking laws and regulations.
25. EQUALITY AND DIVERSITY	25.1. Carter Jonas is committed to ensuring that is it does not discriminate in any way on the grounds of sex, marital status, age, sexual orientation, disability, race, colour, religion, nationality or ethnicity and undertakes to comply with all applicable current UK legislation and regulation in this regard.
26. MONEY LAUNDERING REGULATIONS	26.1. Carter Jonas complies with all anti money laundering legislation in the UK. Where we are required by law to confirm the identity of our Clients, we use a third-party electronic verification system, and you may be asked for evidence of your identity to enable these checks to be completed. We will be unable to proceed with this Agreement until this obligation has been met.
27. ASSIGNMENT	27.1. You shall not be entitled to assign, sub-contract or otherwise dispose of your rights or obligations under this Agreement without our prior written consent (not to be unreasonably withheld or delayed).
	27.2. Carter Jonas may at any time assign or sub-contract any or all of its rights and obligations under this Agreement.
28. NON-WAIVER	28.1. Any failure by us to insist upon the strict performance of any of the terms of this Agreement will not be deemed a waiver of any right of Carter Jonas to insist upon the strict performance of the Terms or exercise any of our rights or remedies.
29. SEVERABILITY	29.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall to that extent be deemed not to form part of this Agreement, but that shall not affect the validity and enforceability of the remainder of this Agreement.
30. ENTIRE AGREEMENT	30.1. This Agreement constitutes the entire agreement between the parties.
	30.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

31. RESPONSIBLE USE OF ARTIFICIAL INTELLIGENCE	31.1. We may use Artificial Intelligence (AI) technologies, including generative AI, as background operational tools to support our service delivery. This may include, but is not limited to, tasks such as report preparation, drafting documentation, and other administrative functions. Generative AI refers to systems capable of producing text, images, or other content based on patterns learned from large datasets. These tools assist with content creation and automation but do not make autonomous decisions that affect the Client or any data subjects and do not knowingly incorporate any business confidential or personal data. Where generative AI has materially contributed to the preparation of any deliverables or outputs, we will disclose this clearly and transparently. Generative AI is not used as a substitute for professional judgement, and we have procedures and training in place to ensure the responsible and appropriate use of AI across the business while upholding our confidentiality and data protection obligations. All outputs generated by AI are subject to human review and oversight, in accordance with the professional standards issued by the Royal Institution of Chartered Surveyors (RICS). In particular, any decisions or outputs with legal, financial, or operational implications will always be subject to human validation and control.
32. COMPLAINTS PROCEDURE AND DISPUTE RESOLUTION	32.1. Carter Jonas is regulated by the RICS and is registered with relevant ombudsman Services. A copy of the Carter Jonas Complaints Procedure is available on the website or can be requested by emailing compliance@carterjonas.co.uk. For the avoidance of doubt, all Fees raised including any disputed sums will remain due unless otherwise confirmed in writing by Carter Jonas.
33. GOVERNING LAW AND JURISDICTION	33.1. This Agreement and any dispute or claim (including non-contractual disputes, claims or obligations) arising out of or in connection with it are subject to English law. Both parties submit to the exclusive jurisdiction of the English courts.

Schedule 1 - Data protection

1. The terms "Controller", "Data Subject", "Processor", "Processing", "Personal Data" and "Personal Data Breach" have the meaning set out in the current Data Protection Legislation (defined below) in relation to data that are processed under this Agreement.

2. Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to the General Data Protection Regulation ((EU) 2016/679) (the GDPR); the UK GDPR (as such term is defined in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) (such legislation being referred to as the UK GDPR), the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), along with any associated guidance and Codes of Practice, in each case as may be amended, updated or supplemented from time to time.

3. To the extent that either party acts in its capacity as a Controller, the parties shall:

3.1 ensure that they have a legal basis (or a "processing condition" as referred to in Data Protection Legislation) to process any relevant shared Personal Data;

3.2 in respect of the relevant shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to the Data Subjects for them to understand what of their Personal Data the disclosing party is sharing with the receiving party, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the receiving party or a clear description of the type of organisation that will receive the Personal Data;

3.3 undertake to inform the Data Subjects, in accordance with Data Protection Legislation, of the purposes for which the party will Process Personal Data and provide all of the information necessary to ensure that the Data Subjects understand how their Personal Data will be processed by the receiving party;

3.4 not retain or process the shared Personal Data for longer than is necessary to carry out the relevant purpose ("Purpose") and delete the relevant Personal Data when the Purpose is complete; and

3.5 notify the other party as soon as reasonably practicable after becoming aware of a Personal Data Breach (even if such breach has not yet been fully investigated); and (where applicable) handle any Personal Data Breach, in an expeditious and compliant manner.

4. To the extent that Carter Jonas acts as a Processor, Carter Jonas shall in particular:

4.1 process the Personal Data only to the extent necessary for the purpose of providing the Services and in accordance with any written instructions from the Client and this paragraph;

4.2 implement and maintain appropriate technical and organisational measures in accordance with the relevant data protection legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;

4.3 ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;

4.4 not engage any third party to carry out its Processing obligations under this Agreement without letting the Client know and ensuring that such third parties will be subject to Processing obligations equivalent to those set out in this paragraph;

4.5 as soon as reasonably possible and without undue delay notify the Client about any request (including subject access request) or complaint received from Data Subjects without responding to that request (unless authorised to do so by the Client) and assist the Client by technical and organisational measures, insofar as possible, for the fulfilment of the Client's obligations in respect of such requests and complaints;

4.6 notify the Client without undue delay as soon as it becomes aware of any breach in data security.

4.7 maintain appropriate records and information in compliance with Data Protection Legislation and on request by the Client make available such records and information necessary to demonstrate Carter Jonas' compliance with these provisions; and

4.8 on termination or expiry of this Agreement, destroy or return (as the Client directs) all Personal Data in its power, possession or control and delete all existing copies of such data except to the extent Carter Jonas is required to retain a copy the Personal Data by law.

5. We will include your details on our Client management database, and we may use this to send you items of interest from time to time. If you wish to amend or request that we delete the data we hold please email datamanagement@carterjonas.co.uk. You hereby consent to Carter Jonas transferring the relevant Personal Data outside of the European Economic Area, provided that the following conditions are fulfilled:

5.1 You or Carter Jonas have provided appropriate safeguards in relation to the transfer;

5.2 The Data Subject has enforceable rights and effective legal remedies;

5.3 Carter Jonas complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

5.4 Carter Jonas complies with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data.