



## TERMS AND CONDITIONS

1.1 Fenton Property Consultants Limited registered number 7972824, of 6 Hornbeam Place, Crawley Down, West Sussex RH10 4AQ undertakes all services only on the basis of these terms of business and on the terms detailed in the Authority to Act, which shall apply to the exclusion of any other terms and conditions which the Client may seek to impose.

1.2 Where one owner signs the Authority to Act on behalf of joint owners his or her signature shall bind all joint owners;

1.3 Where an agent (such as a partner or close relative or professional adviser) signs the Authority to Act on behalf of the Owner the agent warrants that he is duly authorised so to act on behalf of the Owner and shall be liable to indemnify Fenton Property Consultants Ltd against any loss Fenton Property Consultants Limited shall suffer through the agent lacking authority to so act.

1.4 No variation of these terms shall be binding unless agreed in writing between Fenton property Consultants Ltd and the Client.

2.1 Fenton Property Consultants Ltd is undertaking this assignment on a contingency basis (ie: no win, no fee) and accordingly will in all circumstances be entitled to its fee whenever the Client obtains compensation from the Electricity Company following Fenton Property Consultants Ltd commencing its work under this engagement. The Client acknowledges this engagement will not be completed within 30 days and is of indeterminate duration.

2.2 Fenton Property Consultants Ltd shall be entitled to the benefit of any surveyors fee payable by the Electricity Company as a supplement to the compensation paid to the Client by the Electricity Company and the Client will reimburse any part of such fee paid by the Electricity Company to the Client. (This fee is often calculated under an old scale of fees called Ryde's Scale).

3.1 Invoices are due for payment upon presentation, Fenton Property Consultants Ltd shall be entitled to charge the Client interest (both before and after any judgment) on any unpaid invoice at a rate of 6% per annum over the basic rate for the time being of National Westminster Bank plc from the date which is 28 days after the date of invoice until payment is made.

3.3 In the event that the compensation is paid to Fenton Property Consultants Ltd or your Solicitor, Fenton Property Consultants Ltd fees will be deducted before the compensation is paid to the client.

4 Fenton Property Consultants Ltd maximum liability to the Client and its agents under this engagement including where Fenton Property Consultants Ltd has been negligent shall be limited to the lesser of the fee to which Fenton property Consultants Ltd would have been entitled had Fenton property Consultants Ltd performed its work to the expected standard and £1,000; this limitation shall not apply to any liability which at Law may not be limited or excluded.

5 The Client shall have seven working days from the date Fenton Property Consultants Ltd reports that the Property is not affected by an existing easement in favour of the Electricity Company to cancel this contract without liability to Fenton Property Consultants Ltd.

6 These conditions are subject to English Law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts for the resolution of all disputes arising between the parties save that as this clause is for the exclusive benefit of Fenton Property Consultants Ltd.

