

Terms and Conditions – Estimated Premium Valuation

Save to the extent agreed in writing by us from time to time, the following terms and conditions will govern all dealings between us, both now and in the future. **Your attention is drawn in particular to clauses 3.2 to 3.4 below.** Should you instruct us and should we agree to commence providing services to you at a time when you have not signed and returned this document your instructions will constitute acceptance of our terms and conditions. We will nevertheless require that at the earliest opportunity you sign and return the enclosed copy materials for our records.

1. Our Client

1.1 Our client will be the recipient of this document. We will not be responsible for providing services to any other party.

2. Responsibility and Liability

1.1 Mark Wilson will be the person with ultimate responsibility for your work, and he will be primarily responsible for providing services to you in this matter. He may be assisted by other colleagues as the matter progresses.

1.2 Our duty to you does not extend beyond the scope of your instructions as summarised in clause 3 below. We do not accept any duty to you in tort which exceeds the contractual duty of care arising from those instructions.

1.3 Any work we undertake for you is for your sole and personal use. We do not accept liability for any loss or damage resulting from the use of the estimated premium or any assumptions or interpretation thereof.

1.4 Regardless of any instructions given to us, we do not provide taxation or legal advice or accept responsibility for the taxation or legal consequences of any matter on which we are instructed or in which we become involved on your behalf. Should you require any taxation or legal advice, you should seek it from your accountant or other professional taxation adviser or your solicitor. Alternatively, should you ask us to do so, we will provide the names of independent tax advisers and solicitors, but we will do so without responsibility on our part.

3. Services we are retained to provide

3.1 **You have instructed this firm to provide you with an estimated premium in order to extend an existing lease/purchase the freehold, in accordance with the *Leasehold Reform, Housing and Urban Development Act 1993*, as amended. These services are provided on the conditions set out at 3.2 to 3.4.**

3.2 Our estimate, including the extended lease value, is an expression of our expertise and will be based solely on and calculated in accordance with the information provided by you.

3.3 Lease terms limited to the length of lease and ground rent, as provided by the Land Registry, will be verified by myleasehold Ltd. This service is only as good as the Land Registry data, and we will make assumptions of ground rent and rent reviews as needed.

3.4 Our estimate does not take into account any of the following matters, which are not exclusive: structural defects, defective leases, onerous conditions or covenants, ongoing disputes, local planning applications, any matter whatsoever that may impinge on either the existing or extended lease value.

3.5 In the event that you wish us to undertake other work beyond the scope of your current instructions, we shall agree to a description of that work in writing and these terms and conditions (or any amended terms and conditions agreed with you at the time in writing) will govern our relationship with you in respect of that other work.

3.6 If you have instructed us to undertake a valuation for you, the prior consent in writing of myleasehold Ltd will be required for any reproduction or public reference to the Valuation Report and any of its components.

4. Charges and Payment Arrangements

4.1 We provide a quotation for a fixed fee and require payment in advance as a pre-condition of completing any transaction that we are conducting on your behalf.

4.2 We will add VAT to our charges at the rate required by law. At present, the standard VAT rate is 17.5%. All fees and charges quoted by us to you are exclusive of VAT unless otherwise expressly stated.

4.3 Our fees and expense will remain payable even if a transaction in respect of which you have instructed us is not completed or if you discontinue this firm's instructions for any other reason.

5. Termination

- 5.1 You may terminate your instruction to us in writing at any time, but we will be entitled to keep all your papers, documents and other property while there is money owing to us for our charges and expenses.
- 5.2 In some circumstances, we may consider that we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work, or if you fail to pay any sums lawfully due to us.
- 5.3 If you or we decide that we will no longer act for you, you will remain liable to pay our charges and expenses on the basis agreed with us.

6. Communication and Complaints

- 6.1 We are confident of providing a high quality service in all respects. If, however, you have any queries or concerns about our work for you, please raise them in the first instance with Mark Wilson. If that does not resolve the problem to your satisfaction or you would prefer not to speak to Mark Wilson, then consult the firm's complaints procedure as set out in 6.2 to 6.7.
- 6.2 We have appointed, Mark Wilson MRICS, myleasehold Ltd, 45 Chiltern Street, London, W1U 6LU, tel: 020 7034 3435 fax: 020 7486 8315, mark@myleasehold.com, to deal with complaints. If you have a question or if you would like to make a complaint, please don't hesitate to contact him.
- 6.3 If you have initially made your complaint verbally – whether face-to-face or on the telephone – please also make it in writing addressed to Mark Wilson.
- 6.4 Once we have received your written complaint, Mark Wilson will contact you in writing within fourteen days. At this stage we will give you our understanding of your case. We will also invite you to make any further comments that you may have in relation to this.
- 6.5 Within twenty one days of receipt of your written summary, Mark Wilson will write to you to inform you of the outcome of his internal investigation into your complaint and to let you know what actions we have taken or will take.
- 6.6 If you are dissatisfied with the result of the internal investigation and you are a consumer, you can refer your complaint to the Surveyors Ombudsman Service, PO Box 1021, WARRINGTON, WA4 9FE, tel: 0845 050 8181, fax: 0845 051 1213, enquiries@surveyors-ombudsman.org.uk, www.surveyors-ombudsman.org.uk.
- 6.7 If you are dissatisfied with the result of the internal investigation and you are a business, please refer your complaint to the Surveyors Arbitration Scheme (SAS), IDRS Limited, 24 Angel Gate, City Road, LONDON, EC1V 2PT, tel: 020 7520 3800, fax: 020 7520 3828, info@idrs.ltd.uk, www.idrs.ltd.uk.

7. Governing Law and Jurisdiction

- 7.1 The contract between us shall be governed and construed in all respects by English law.
- 7.2 All disputes arising in connection with the agreement between us shall be resolved by the non-exclusive jurisdiction of the courts of England and Wales. We may bring proceedings against you in any jurisdiction, including (without limitation) any jurisdiction in which you are resident, domiciled, have assets or are incorporated and you unconditionally submit to all such jurisdictions.

Declaration by Client

I confirm that I have read and agree to the above terms and conditions and the e-mail to which they were attached. These will govern my relationship with myleasehold Ltd.

Signed:

Print name:

Date:

If signing on behalf of a company, partnership or Limited Liability Partnership, please state the capacity in which you sign.

Capacity: