



SANDERSON WEATHERALL GENERAL TERMS AND CONDITIONS

1. INFORMATION ABOUT US

- 1.1 References to **Sanderson Weatherall, SW, SW Property Auctions, we, us or our** are references to Sanderson Weatherall LLP.
- 1.2 We are registered in England and Wales as a limited liability partnership under registration number OC344770 and have our registered office at 6th Floor Central Square, 29 Wellington Street, Leeds, LS1 4DL.
- 1.3 Our surveyors are regulated by the Royal Institution of Chartered Surveyors.

2. DEFINITIONS

- 2.1 In these Terms and Conditions, the following expressions have the following meanings:

Additional Services: as defined in Condition 9.

Agreement: the agreement between you and us relating to our Services in accordance with these Terms and Conditions, the Supplemental Terms and the Letter of Engagement.

Business Day: any day excluding Saturdays, Sundays and other days on which banks are not generally open for a full range of business in London.

Confidential Information: in relation to you or us (including any of our Group), all information which is identified in the Agreement or at the time of disclosure by the disclosing party as being confidential information, or which may be reasonably regarded as the confidential information of the disclosing party including information relating to the disclosing party's business, finances, affairs, services, developments, campaign plans, know-how, personnel, suppliers or customers and any of the disclosing party's trade secrets which come into the possession of you or us pursuant to the Agreement, whether orally, or in documentary, electronic or other form.

Consumer: an individual acting for purposes which are wholly or mainly outside their business, trade, profession or occupation.

Data Processing Details: the description of the Personal Data processing activities (including the subject matter, nature and purpose of the processing of Personal Data, the duration of the processing of Personal Data, the type of Personal Data processed, and the categories of data subjects of the Personal data processed) contemplated by the Agreement as set out in your Letter of Engagement.

Data Protection Law: all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time,

including (and to the extent applicable) the UK GDPR, the Data Protection Act 2018 and the Data (Use and Access) Act 2025.

Deliverables: any document produced by us in performing our Services whether in hard or electronica copy format, which is required for the purpose of receiving and using our Services.

Group: any of our Subsidiary Companies or Holding Companies from time to time and any Subsidiary Company from time to time of a Holding Company of that Subsidiary Company.

Holding Company: will have the meaning given in section 1159 Companies Act 2006 and will include parent undertakings as defined in section 1162 Companies Act 2006 and the term will include companies wherever they are registered.

Insolvency Event: means each and any of the following in relation to a party:

(a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to:

(i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a party (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction);

(ii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of a party or any of its assets;

(iii) a party obtaining a moratorium under Part A1 Insolvency Act 1986;

(iv) a party obtaining a court order under section 901C(1) Companies Act 2006;

(v) the enforcement of any security over any assets of a party; or

(vi) the expropriation, attachment, sequestration, distress or execution over or affecting any material asset of a party, in each case which is not withdrawn or dismissed as soon as reasonably practicable; or		UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018. you or your: the person we are providing our Services to.
(b) a party is unable to pay its debts as they fall due or is insolvent; or	2.2	References to any statute or any section of any statute include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time, unless the contrary is stated. References to any rules, regulations, codes of practice or guidance include any amendments or revisions from time to time.
(c) a party enters into a composition or arrangement with its creditors or any class of them; or		
(d) an event similar or analogous to those listed in (a) to (c) above occurs under the law of any jurisdiction of a party.	2.3	A reference to writing or written excludes fax but includes any other method of reproducing words in a legible and non-transitory form.
Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.	2.4	References to include , includes , including and included will be construed without limitation to the generality of the preceding words.
	2.5	Condition headings are inserted only for convenience and are in no way to be construed as part of these Terms and Conditions.
	2.6	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
	2.7	Unless the context otherwise requires, the terms controller , processor and processing will be interpreted and construed by reference to Data Protection Law.
Letter of Engagement: the letter of engagement or other form of written confirmation we submit to you relating to the provision of our Services into which these Terms and Conditions are incorporated.	3.	COMMENCEMENT
Personal Data: the personal data that is processed by us on behalf of you in accordance with the Agreement, as further described in the Data Processing Details.	3.1	Unless otherwise agreed in writing between us, you will be deemed to have agreed to comply with these Terms and Conditions on the earlier of:
Services: any of various services we provide as described in the Letter of Engagement and/or the Supplemental Terms or as may otherwise be agreed in writing by us.	3.1.1	written acceptance of the Letter of Engagement by you; or
Subsidiary Company: will have the meaning given in section 1159 Companies Act 2006 and include subsidiary undertakings as defined in section 1162 Companies Act 2006 and the term will include companies wherever they are registered.	3.1.2	the commencement of our Services by or on behalf of us,
Supplemental Terms: the relevant supplemental terms which we may submit to you and which apply to applicable Services we provide to you.		at which point the Agreement shall come into existence.
Terms and Conditions: these Sanderson Weatherall General Terms and Conditions, which can be located on our website at https://www.sw.co.uk/policies/sw-terms-and-conditions/ .	3.2	These Terms and Conditions shall apply to the Agreement to the exclusion of any other terms:
	3.2.1	that you seek to impose or incorporate, whether in a confirmation of order or otherwise; or
	3.2.2	which are implied by trade, custom, practice or course of dealing.
	3.3	If any future contract is made with you without reference to these Terms and Conditions, such contract shall be deemed to be subject to these Terms and Conditions unless otherwise agreed in writing.

4. OUR SERVICES

- 4.1 At the time of performance, we will provide our Services using reasonable care and skill. A detailed description of the Services is specified in the Letter of Engagement and/or the Supplemental Terms.
- 4.2 Our Services will be provided in accordance with these Terms and Conditions and the Supplemental Terms.
- 4.3 Unless otherwise stated, dates for performance are estimates only. We shall not be liable for any delay in the performance of the Services that is caused by any act or omission by you (including, for example, your failure to provide in a timely manner any information we may request or require).

5. BASIS OF APPOINTMENT

- 5.1 We will seek to ensure that you are informed about the progress of the Services we are undertaking for you at all relevant times.
- 5.2 All communications between you and us are subject to the terms of the Agreement.

6. YOUR OBLIGATIONS

- 6.1 You will:
- 6.1.1 co-operate with us in all matters relating to our Services;
- 6.1.2 provide us with such information, materials and assistance as we may reasonably require in order to provide our Services and to ensure that such information is complete and accurate in all material respects; and
- 6.1.3 provide access to your premises and other facilities as may reasonably be required by us to perform the Services and inform us of all health and safety and security requirements that apply from time to time at any such premises which we will require access to.
- 6.2 You understand and agree that we:
- 6.2.1 will rely on you to supply in a timely manner, all instructions and information needed by us to act on your behalf;
- 6.2.2 will rely on you to inform us of any changes to those instructions or that information and to any other relevant circumstances; and are not under any obligation to check the accuracy of information you supply unless it is agreed in writing that we should do so.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in or arising out of or in connection with our Services (other than Intellectual Property Rights existing in any

information or materials at the time they are provided by you) will be owned by us.

- 7.2 We grant to you a perpetual, fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Deliverables (excluding materials provided by you) for the purpose of receiving and using our Services and the Deliverables. Unless otherwise permitted by this Agreement, Deliverables may not be shared with any third-parties without our permission, other than with your professional advisors or if required by applicable law.

- 7.3 You grant to us a perpetual, fully paid-up, worldwide, non-exclusive, royalty-free licence (sublicensable to our subcontractors) to use, copy and modify any information or materials which you provide to us for the purpose of providing the Services to you in accordance with the Agreement.

8. FEES, DISBURSEMENTS AND PAYMENT

- 8.1 The fees and payment terms for our Services that will be payable by you to us will be set out in the Letter of Engagement and/or the Supplemental Terms.
- 8.2 Unless otherwise agreed in our Letter of Engagement or set out in the applicable Supplemental Terms, payment of our invoices must be made within thirty (30) days of the date of our invoice in full and in cleared funds to a bank account nominated in writing by us.
- 8.3 Unless you reasonably believe an invoice includes a sum which is not valid and properly due, you will pay all invoiced amounts in Pounds Sterling in full on presentation, and without deduction, set off, withholding or counterclaim. We reserve the right to charge compensation for debt recovery costs and interest on overdue accounts at five percent (5%) per annum over the Bank of England base rate from time to time but at 5% a year for any period when that base rate is below 0%.
- 8.4 If you disagree with, or have queries about a fee invoice, we request that you notify us within fourteen (14) days from the invoice date, after which time you are deemed to have agreed its content. If you do dispute any part of the invoice and so notify us you shall nonetheless pay all items which you do not dispute pending resolution of the balance.
- 8.5 Whilst undertaking work on your behalf we may need to incur liabilities on your behalf or pay outgoings on your behalf to third parties. These are known as **disbursements**, and will appear on your invoice as such. Examples of disbursements relevant to the Services may be set out in the applicable Supplemental Terms.
- 8.6 We may ask you for payment of our fees and/or disbursements on account before we commence the Services and if we do we will set this out in our Letter of Engagement or set out in the applicable Supplemental Terms we will not be liable to account to you for any interest which accrues on these monies.
- 8.7 We may charge you for any expenses we incur providing the services to you such as mileage, other

travelling expenses, telegraphic transfers and photocopying, faxes, printing and scanning in addition to our fees. We will provide you with details of our expenses rates on request.

- 8.8 If our fees (or any part of them) for any part of the Services or Additional Services will be calculated by reference to the amount of time spent by those working on your instruction it will be charged at our hourly rates, which may vary depending upon the seniority and experience of the person undertaking your work. We will provide you with details of our rates on request.
- 8.9 Our hourly rates are reviewed periodically to take account of changing circumstances, such as changes in salary and other overhead costs. If applicable, we will provide you with details of any changes to our hourly rates during the course of your instruction as required.
- 8.10 From time to time we may receive discounts or commissions from our third party suppliers or service providers (for example, but without limitation, for placing a bulk order). Any such discounts or commissions will be retained and used by us to discharge our administrative expenses. We shall not owe any amount to you in respect of such discounts or commissions and we shall not be under any obligation to pass the benefit of these on to you.
- 8.11 Where we have introduced you to any third party, we shall be entitled to retain any referral fee which is payable by such third party in respect of such introduction.
- 8.12 Unless your status allows for exemption or application of a zero rate, VAT will be payable by you, where applicable, on all fees and charges at the rate prevailing on the appropriate tax invoice date.
- 8.13 We will be entitled to keep all your papers and documents while there is any money properly owing to us for our fees, disbursements, or other expenses.

9. ADDITIONAL SERVICES

- 9.1 If you ask us to carry out certain additional activities not specified in the Letter of Engagement or Supplemental Terms (each, an **Additional Service**), we will be entitled to charge you for those Additional Services accordingly. Examples of Additional Services may be set out in the applicable Supplemental Terms.
- 9.2 If you instruct us to carry out Additional Services then, at our discretion:
- 9.2.1 we may charge you for the Additional Services in addition to the fees set out in the Agreement by reference to the time spent by those carrying out the Additional Services; or
- 9.2.2 we may require that you enter into a new contract and re-evaluate the fees which are payable.

10. PROTECTION OF PERSONAL DATA

- 10.1 We and you will:
- 10.1.1 process Personal Data in accordance with our and your obligations under Data Protection Law;
- 10.1.2 provide each other (each, a **Requesting Party**) with such reasonable assistance as is requested by the Requesting Party to enable the Requesting Party to comply with its obligations under Data Protection Law; and
- 10.1.3 implement and maintain all adequate and appropriate technical and organisational measures and controls to prevent unauthorised or unlawful processing of Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal Data and will protect against any anticipated threats or hazards to the security or integrity of the Personal Data, and detect and prevent unauthorised processing of, or unauthorised access to the Personal Data.
- 10.2 In addition to Condition 10.1 and to the extent that we process any Personal Data on behalf of you, for the purposes of Data Protection Law, we are the processor and you are the controller. A detailed description of the data processing activities, including the Personal Data concerned, is set out in the Data Processing Details.
- 10.3 To the extent that we act as a processor for you with respect to the Personal Data, we shall:
- 10.3.1 only process the Personal Data for the purposes of performing our obligations under the Agreement and in accordance with the written instructions given by you from time to time, unless we are subject to an obligation under the laws of England and Wales, Scotland and Northern Ireland (including Data Protection Law) in which case we shall (unless prohibited by law on important grounds of public interest) notify you of that legal obligation before processing the Personal Data;
- 10.3.2 immediately inform you if, in our opinion, an instruction from you breaches a requirement of Data Protection Law, provided that the foregoing obligation shall not be construed as an obligation on us to provide legal or professional advice or services to you;
- 10.3.3 at your request (and at your expense), provide to you such reasonable assistance as is contemplated by Article 28(3)(e) and (f) of the UK GDPR;

- 10.3.4 taking into account the state of the art and measures at our disposal, ensure that appropriate technical and organisational measures are in place to safeguard against the unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data and such measures shall, at a minimum, meet the requirements of Article 32 of the UK GDPR;
- 10.3.5 ensure that any of our personnel who are authorised to process the Personal Data are bound by a duty of confidence to maintain the confidentiality of the Personal Data;
- 10.3.6 upon conclusion of the Personal Data processing activities contemplated by the Agreement, and to the extent technically possible, we will (as directed by you or, in the absence of any direction, as elected by us) securely return or securely destroy the Personal Data and all copies in our power, possession or control, unless we are required to keep such Personal Data for our compliance with applicable law; and
- 10.3.7 provide you with all information reasonably requested by you to enable you to verify our compliance with Conditions 10.3 and 10.4. Without prejudice to the foregoing and upon reasonable prior written notice from you, we shall assist you in undertaking an audit of our compliance with the requirements of Conditions 10.3 and 10.4 with respect to the Personal Data, provided that the scope of the audit and manner in which it is conducted will be agreed between the parties in advance and provided further that such audits shall be limited in frequency to a maximum of 1 per annum and that you shall ensure that the conduct of each audit does not unreasonably disrupt our business. You agree to act reasonably and in good faith in exercising your audit rights under this Conditions 10.3 and 10.4. Our costs and expenses incurred in assisting you with each audit shall be borne by you.
- 10.4 We may subcontract the processing of Personal Data to any third party (a subprocessor). We shall notify you of each subprocessor that we intend to subcontract the processing of Personal Data to and will ensure that we have in place an agreement with the subprocessor that provides no less protection for Personal Data than those set out in Condition 10.3. We shall remain responsible for the acts and omissions of our subprocessors. We shall notify you of any changes in subprocessors thus giving you a reasonable opportunity to object.
- 10.5 Details of how we process your Personal Data as a controller can be found in our Privacy Notice located at: <https://www.sw.co.uk/policies/privacy-policy/>.
- 11. ARTIFICIAL INTELLIGENCE**
- 11.1 We may provide our Services using artificial intelligence (AI).
- 11.2 We shall implement and adhere to responsible and ethical practices when designing, implementing, monitoring, training, testing, deploying, or otherwise developing or using AI systems. This includes adhering to applicable:
- 11.2.1 laws and regulations;
- 11.2.2 mandatory industry requirements and standards; and
- 11.2.3 mandatory guidance and codes of practice issued by any relevant regulatory authority.
- 11.3 We will not use your data (which for the purpose of this Condition 11 means any of your Confidential Information or Personal Data) for the purposes of training any AI system or model without your prior written approval.
- 11.4 If we use AI systems in the delivery of the Services where the outputs of those AI systems will have a material impact on any surveying Services, we will set out in your Letter of Engagement:
- 11.4.1 when AI systems will be used in the delivery of the Services;
- 11.4.2 the purpose AI systems will be used for in the delivery of the Services; and
- 11.4.3 which parts of the process for delivery of the Services AI systems will be used in.
- 11.5 We will remain responsible for any outputs of AI systems used in our delivery of the Services and will apply our professional judgment with respect to the accuracy and reliability of any outputs which have a material impact on the Services.
- 11.6 You consent to us uploading your data to AI systems for the purpose of us performing the Services.
- 11.7 With respect to any use of AI systems where the outputs of those AI systems will have a material impact on any surveying Services, if you require us not to: (a) use AI systems in the delivery of such Services; or (b) upload your data to AI systems for the purpose of performing such Services, you must notify us in writing prior to the Agreement coming into existence in accordance with Condition 3.1. If you instruct us not to: (i) use AI systems in the delivery of such Services; or (ii) upload your data to AI systems for the purpose of performing such Services at a later time, we may be unable to comply with your instruction.
- 11.8 If you consider that you have been negatively affected by our use of AI systems in our delivery of

the Services, you may make a complaint in accordance with Condition 20.

12. LIMITATION OF OUR LIABILITY

12.1 Nothing in the Agreement will limit or exclude our liability for:

12.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

12.1.2 fraud or fraudulent misrepresentation; or

12.1.3 any other liability which cannot be limited or excluded by applicable law.

12.2 Only you (being the client named in the Letter of Engagement) may rely on the Deliverables and Services. We only warrant that the Deliverables and Services are accurate at the time we supply them to you.

Terms applicable to business clients only

12.3 Conditions 12.4, 12.5 and 12.6 only apply where you are not a Consumer.

12.4 Subject to Condition 12.1, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising under or in connection with the Agreement will be limited to the fees paid and payable for the Services unless specified otherwise in the Letter of Engagement.

12.5 Subject to Condition 12.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

12.5.1 loss of profits;

12.5.2 loss of sales or business;

12.5.3 loss of agreements or contracts;

12.5.4 loss of anticipated savings;

12.5.5 loss of use or corruption of software, data or information;

12.5.6 loss of or damage to goodwill;

12.5.7 any indirect or consequential loss; or

12.5.8 any claim or loss which is caused directly by any defect or inadequacy in the fire resistant and/or fire retardant characteristics of any balcony, external cladding systems, glazing, doors, external wall system and/or internal wall system of any building or structure.

12.6 All conditions, warranties, representations or other terms that might otherwise be implied into the Agreement are, to the fullest extent permitted by law, excluded from the Agreement, including but not

limited to: (a) the conditions implied by sections 13 to 15 of the Sale of Goods Act 1979; and (b) the conditions and term implied by sections 3 to 5 and 13 of the Supply of Goods and Services Act 1982.

Terms applying to Consumers only

12.7 Conditions 12.8, 12.9 and 12.10 only apply where you are a Consumer.

12.8 Subject to Condition 12.1, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising under or in connection with any claim (when such claim or claims made emanate from property management, contract administrator, project monitoring, project coordination, principal designer, architectural or employers agent Services we provide) or loss which is caused directly by any defect or inadequacy in the fire resistant and/or fire retardant characteristics of any balcony, external cladding systems, glazing, doors, external wall system and/or internal wall system of any building or structure shall be limited to £1,000,000 in the aggregate. The limit of liability set out in this Condition 12.8 is based on the insurance cover we have in place.

12.9 If we fail to comply with our obligations under the Agreement, we are responsible for any loss or damage you incur that is a foreseeable result of that failure or our failing to use reasonable care and skill in providing the Services. We will not be responsible for any loss or damage which is avoidable (whereby something could have been avoided by you taking reasonable action, including following our reasonable instructions), not caused by any breach of the Agreement on by us, business losses, losses to non-Consumers, or not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen, or if at the time you engaged us to provide the Services, both we and you knew it might happen.

12.10 You may have certain legal rights regarding claims in respect of losses caused by our negligence or failure to carry out our obligations. Nothing in the Agreement is intended to limit your legal rights as a consumer. For further information about your legal rights, you can contact your local authority Trading Standards Department or Citizens Advice Bureau.

13. CANCELLATION RIGHTS – THIS CONDITION ONLY APPLIES WHERE YOU ARE DEALING AS A CONSUMER

13.1 Condition 13 only applies where you are a Consumer.

13.2 If you enter into the Agreement at a distance (i.e. online or over the phone and without any face to face contact between you and us), you may cancel the Agreement for any reason within fourteen (14) days of entering into the Agreement (the **Cancellation Period**). To do so, you must clearly inform us by emailing us at enquiries@sw.co.uk. You may, but do not have to, use the Cancellation Form included as a part of these Terms and Conditions as **Attachment A**. You will lose the right to cancel after the expiry of this Cancellation Period.

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| <p>13.3 You can ask us to start providing the Services before the end of the Cancellation Period by completing the applicable form included with the Letter of Engagement. If you do this, then Conditions 13.4 –13.7 will apply in relation to the refund to be paid to you.</p> <p>13.4 If we have not started to provide the Services at your request before the end of the Cancellation Period, you will receive a full refund of the monies you have paid for the Services.</p> <p>13.5 If we have started providing the Services to you at your request before the end of the Cancellation Period, you will be required to pay our fees for the Services carried out prior to you contacting us.</p> <p>13.6 You will only receive a refund for that part of the Services not provided. You will not have the right to cancel the Agreement once we have completed the Services.</p> <p>13.7 Any refund will be paid within fourteen (14) days after the day on which you inform us of your decision to cancel the Agreement and will be made using the same means of payment as you used to pay for the Services, unless we agree otherwise.</p> <p>14. TERMINATION</p> <p>14.1 We or you may terminate the Agreement at any time without cause and without any liability upon giving not less than twenty eight (28) days' notice in writing unless specified otherwise in the Letter of Engagement.</p> <p>14.2 Without affecting any other right or remedy available to you or us, either party may terminate the Agreement with immediate effect by giving written notice to the other party if the other party:</p> <p style="margin-left: 40px;">14.2.1 fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;</p> <p style="margin-left: 40px;">14.2.2 commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of you being notified in writing to do so; or</p> <p style="margin-left: 40px;">14.2.3 suffers an Insolvency Event.</p> <p>14.3 Conditions that expressly or by implication survive termination or expiry of the Agreement will continue in full force and effect.</p> <p>14.4 If either party terminates the Agreement in accordance with Condition 14.1 or Condition 14.2, you may have to pay to us part or all of the fees for the Services if requested by us within thirty (30) days from the date of termination. Where you are dealing as a Consumer, the amount we charge you will be limited to the amount we have reasonably incurred in providing the Services to you to the date that you terminate the Agreement.</p> | <p>14.5 On termination of the Agreement for any reason you will immediately pay to us all of our outstanding unpaid invoices and any other amounts owed to us such as disbursements and travel expenses.</p> <p>14.6 Termination or expiry of the Agreement will not affect any rights, remedies, obligations or liabilities that we or you have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.</p> <p>15. CONFIDENTIALITY</p> <p>15.1 We and you undertake to each other in relation to each other's Confidential Information:</p> <p style="margin-left: 40px;">15.1.1 to keep confidential all Confidential Information;</p> <p style="margin-left: 40px;">15.1.2 not to disclose Confidential Information without your or our (as applicable) prior written consent to any other person except those of your or our employees and/or professional advisors and/or insurers and/or regulators who have a need to know the Confidential Information. Each party shall ensure that its employees and/or professional advisers to whom it discloses the other's Confidential Information comply with this Condition 15; and</p> <p style="margin-left: 40px;">15.1.3 not to use Confidential Information except for the purposes of performing your or our (as applicable) obligations under the Agreement (and in particular not to use Confidential Information to obtain a commercial, trading or any other advantage).</p> <p>15.2 The provisions of Condition 15.1 will not apply to Confidential Information to the extent that it is or was:</p> <p style="margin-left: 40px;">15.2.1 already in the possession of you or us (as applicable) free of any obligation of confidentiality on the date of its disclosure;</p> <p style="margin-left: 40px;">15.2.2 in the public domain other than as a result of a breach of this Condition 15;</p> <p style="margin-left: 40px;">15.2.3 required to be disclosed:</p> <p style="margin-left: 80px;">(a) pursuant to applicable law, or the rules of any exchange on which the securities of you or us are or are to be listed; or</p> <p style="margin-left: 80px;">(b) in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice,</p> <p style="margin-left: 80px;">but only to the extent and for the purpose of that disclosure.</p> |
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15.3 We and you acknowledge that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of Condition 15 and accordingly we and you will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of Condition 15.

16. MAINTENANCE OF YOUR INFORMATION

From time to time we may be called upon to demonstrate our maintenance of certain professional standards as set by appropriate authorities and/or to satisfy our auditors and/or to comply with other statutory requirements and/or to outsource administrative work. Unless you notify us to the contrary in writing we will assume that we have your authority to produce your file or papers, including Confidential Information, for that purpose as an exception to our duty of confidentiality.

17. CONFLICT OF INTERESTS

17.1 If during the provision of our Services we find that a conflict of interest has arisen or could potentially arise we will discuss this with you, but we may be obliged to stop acting for you and/or the other client(s) on the Services affected by the conflict. If we determine that we are obliged to stop acting for one of you to comply with our professional conduct rules, the decision as to whom we continue acting for is ours.

17.2 We may act for other clients who are or could be regarded as your competitors, unless we otherwise agree in writing with you. We may decline to act for you on a particular piece of work where to do so would create a conflict of interest or cause us to breach an existing arrangement with another client or third party. We may act for you and another client on a particular matter where our professional rules allow us to do so and we are able to satisfy all the requirements of those rules.

18. ETHICS

18.1 We and you will:

18.2 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery, anti-slavery, anti-facilitation of tax evasion and anti-corruption including the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017 (the **Relevant Requirements**);

18.2.1 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the Modern Slavery Act 2015 or the Criminal Finances Act 2017 if such activity, practice or conduct had been carried out in the UK;

18.2.2 have and will maintain in place throughout the term of the Agreement policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and

18.2.3 promptly report to each other any request or demand for any undue financial or other advantage of any kind or any request to facilitate the evasion of tax received by in connection with the performance of the Services, or your or our obligations under the Agreement.

18.3 Breach of this Condition 18 will be deemed a material breach under Condition 14.2.2.

19. MONEY LAUNDERING

19.1 In relation to providing you with the Services, we may need to verify your identity or obtain confirmation of the source of any funds for regulatory purposes. If so, we will need to request that you provide us with documentation to prove your identity or the source of funds. If there is any delay in the provision of any relevant documentation requested to ensure we meet regulatory obligations, we will not be held responsible for any delay in progressing your instruction. We will retain the relevant documentation in both hard copy and electronic formats for a minimum of five (5) years from completion of the instruction. If you fail to provide information required by us or we decide that the information provided is unsatisfactory, we may decline to accept your instructions or we may cease acting for you. We reserve the right to charge you for our fees, expenses and charges incurred to date.

19.2 We may seek to confirm your identity by means of an electronic search with a licensed Credit Reference Agency (a **CRA**) where we consider it will save time and costs to do so. We will charge you for this. The CRA will then keep a record of the search and may make this available to other organisations seeking credit references from them.

19.3 We are professionally and legally obliged to keep the affairs of our clients confidential in accordance with these Terms and Conditions. This obligation is subject to a statutory exception, namely that legislation on money laundering has placed us under a legal duty in certain circumstances to disclose information to the National Crime Agency (**NCA**). If, whilst we are acting for you, it becomes necessary to make such a disclosure, we may not be able to tell you that it has been made or of the reasons for it as the law prohibits "tipping off".

19.4 Should we consider it appropriate to report a transaction we will not be obliged to complete your instruction without the consent of NCA and will not have any liability for any subsequent delay.

20. COMPLAINTS PROCESS

20.1 We are a member of the Royal Institution of Chartered Surveyors, as well as being registered to ISO 9001 (a quality management standard maintained by the International Organization for Standardization). In accordance with this and our own internal quality control procedures we have a formal procedure in place to address complaints. We are committed to providing the best possible service to you. If for any reason you are not happy, please contact us as soon as possible so that we can resolve this with you. Please write to Chris

Sutcliffe, Finance Director at: 6th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL.

20.2 All complaints will be addressed in accordance with our Complaints Handling Procedure found at <https://www.sw.co.uk/policies/policies/>

20.3 If you are not happy with the outcome, you may raise it with The Property Ombudsman. Further information regarding The Property Ombudsman can be found at www.tpos.co.uk

21. INSURANCE

We maintain insurance coverage in the types and amounts that are appropriate for the operation of our business and which are required by the regulatory rules to which we are subject, and that coverage may differ in relation to the particular Services that we are providing under your Letter of Engagement. The presence of that insurance coverage does not have an impact on our liability position set out in Condition 12. Details of our insurers are available on request.

22. ENTIRE AGREEMENT

22.1 The Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

22.2 This Condition 22 does not apply when you are a consumer.

23. VARIATION

Except as expressly provided in the Agreement, no amendment or variation of the Agreement will be effective unless it is in writing and signed by you and us (or our authorised representatives respectively).

24. ASSIGNMENT AND OTHER DEALINGS

24.1 You must not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under the Agreement without our prior written consent.

24.2 We will be entitled to:

24.2.1 exercise any of our rights or perform any of our obligations (in whole or in part) through any member of our Group; and/or

24.2.2 transfer our rights and obligations under the Agreement (in whole or in part) to any third party on giving notice in writing to you .

25. WAIVER

No failure or delay by you or us to exercise any right or remedy provided under the Agreement or by law will constitute a waiver of that or any other right or

remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided by law or under the Agreement will preclude or restrict the further exercise of that or any other right or remedy.

26. SEVERANCE

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition will not affect the validity and enforceability of the rest of the Agreement.

27. NOTICES

27.1 Any notice to be given under the Agreement will be:

27.1.1 in writing in the English language;

27.1.2 signed by or on behalf of us or you (as applicable) when giving it; and

27.1.3 addressed to us or you (as applicable) at our or your registered office or principal place of business or such other address or email address as may have been notified for these purposes.

27.2 A notice will either be:

27.2.1 delivered by hand;

27.2.2 sent by first class pre-paid post, recorded delivery or special delivery;

27.2.3 sent by airmail or by reputable international overnight courier (if the notice is to be served by post to an address outside the country from which it is sent); or

27.2.4 sent by email.

27.3 A notice will be deemed to have been received:

27.3.1 if delivered by hand, on signature of a delivery receipt;

27.3.2 if sent by pre-paid first class post, recorded delivery or Special Delivery (or equivalent service) to an address in the United Kingdom, at 9.00 am on the second (2nd) Business Day after posting;

27.3.3 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth (5th) Business Day after posting;

27.3.4 if sent by reputable international overnight courier to an address

outside the country from which it is sent, on signature of a delivery receipt; or

27.3.5 if sent by email, at the time of transmission,

provided that a notice delivered or posted, as appropriate, after 5.00 pm on any Business Day or on a non-Business Day will be deemed delivered or posted, as appropriate, at 9.00 am on the next Business Day.

28. THIRD PARTY RIGHTS

Except as expressly provided in Condition 24.2, no one other than you or us will have any rights whether statutory or otherwise to enforce any term of the Agreement.

29. FORCE MAJEURE

We will not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of our obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control. If the period of delay or non-performance continues for twenty eight (28) days, you may terminate the Agreement.

30. CONFLICTS

30.1 The Letter of Engagement and Supplemental Terms contain addition provisions applicable to our supply and your receipt of the Services.

30.2 If there is conflict or inconsistency between any of the provisions in:

30.2.1 the Letter of Engagement;

30.2.2 the Supplemental Terms; and

30.2.3 these Terms and Conditions,

the documents will prevail in the order of precedence set out in this Condition.

31. GOVERNING LAW

The Agreement and any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales.

32. JURISDICTION

32.1 We and you irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

32.2 However, where you are acting as a Consumer, regardless of Condition 32.1, you and we agree that if you are a resident in a part of the United Kingdom other than England and Wales, the law of that part of the United Kingdom will apply to the Agreement and any dispute between you and us arising out of or in connection with our agreement (including non-contractual disputes or claims) will be dealt with by the courts located there.

ATTACHMENT A

CANCELLATION FORM

To Sanderson Weatherall LLP

6th Floor, Central Square
29 Wellington Street
Leeds
LS1 4DL

I/We hereby give notice that I/We cancel our contract for the supply of the Services as follows:

Services: _____

Date: _____

Our reference: _____

Date of Contract/Instruction:

Signature – if sent by post:

Name and address of Consumer:

Date: