

Terms of Business

1 Our Contract:

1.1 Extent

These terms of business of Resi Ltd, as supplemented and/or amended by any relevant Engagement Letter, apply to each matter we work on for you.

1.2 Variation

No variation of these terms shall be effective unless it is in writing and is signed by one of our Directors.

2 Our Authority and Services:

2.1 Our Authority

2.1.1 You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. In particular, we may engage other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the Services in question.

2.1.2 If we so require you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

2.2 Our Services

Robert Plant will be the person primarily responsible for the provision of our Services. Robert Plant has complete discretion to deploy such of our employees, as he deems necessary or desirable to ensure appropriate delivery of the Services.

3 Your Responsibilities:

3.1 You will (so far as you practicably can):

3.1.1 provide us with timely instructions,

information and materials necessary or desirable for us to perform the Services for you;

3.1.2 notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and ensure that all information provided to us is complete in all material respects and not misleading.

4 Fees and Expenses:

4.1 General

4.1.1 Our fees will be as set out as agreed in the Engagement Letter.

4.1.2 You will pay the expenses we incur in the course of providing the Services (including subsistence expenses, search fees and other third parties' fees and expenses).

4.1.3 VAT may be charged at the appropriate rate on all fees and expenses.

4.1.4 We reserve the right to charge any other third party a fee for our Services, whilst acting on your behalf in a Matter.

4.2 Our Bank Details and Cyber fraud

4.2.1 The most efficient way for you to pay money to us is by direct transfer to our Bank Account. Our bank account details will be disclosed to you by post or over the telephone.

4.2.3 You must telephone us before sending any money in order to verify our bank account details.

4.2.4 Unfortunately, these days all businesses and individuals are at risk of cyber fraud where sophisticated fraudsters will send bogus emails to clients and others

containing their own bank account details in order to unlawfully divert funds to them.

4.2.5 Fraudsters are also able to change emails from clients to us, and alter account details in the same way. On occasions we will ask you to verify your account details by telephone to avoid this risk.

4.2.6 Our bank account details will not change during the course of this matter and if you receive what appears to be an email from us notifying you of a change, then you must not act on it as it will not have been sent by us. Please telephone us immediately if you receive such an email.

4.2.7 We do not accept any responsibility for monies transferred to an incorrect account.

5 Our Invoices:

5.1 Payment Terms

You will pay our invoice within the Credit Period in the currency in which they are expressed, without any deduction, set off or counterclaim. We may charge interest on sums outstanding from the end of the Credit Period until the date of payment. The rate we will apply is the same rate as that which applies from time to time to judgment debts under the Judgments Act 1838.

5.2 Third Party Payments

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice or non VAT invoice to any person other than you in any circumstances. You remain liable to us to

pay our invoices notwithstanding such a right.

5.3 Right to Retain Money, Documents and Property

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

6. Information and Confidentiality:

6.1 Information about You

6.1.1 We may use the information which you provide, or which we obtain through our dealings with you, for the provision of Services and may give it on a confidential basis to our employees and agents. We may use it to administer your account with us, including tracing and collecting any debts.

6.1.2 We may also use it to ensure the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

6.1.4 We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material.

6.2 Our Duty of Confidentiality

6.2.1 We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:

6.2.1.1 for the purpose of acting for you; or

6.2.1.2 for disclosures to our accountants, auditors or other advisers; or

6.2.1.3 as otherwise required by law to which we are subject.

6.2.2 We may refer publicly to your name as a client of ours, provided we do not disclose any information which is confidential to you.

6.2.3 We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

6.3 Your Duty of Confidentiality

6.3.1 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

6.3.2 If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party, you will keep it confidential and not use it without our consent.

8. Intellectual Property Rights:

8.1 Copyright

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter in accordance with paragraph 5.1. we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

9. Joint Instructions:

9.1 Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

9.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a Conflict of Interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

9.3 If any joint client asks us to transfer documents we will deliver Your

Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

10. Liability:

10.1 Duty of Care

10.1.1 We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

10.1.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

10.2 Third Parties

10.2.1 The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

10.2.2 Resi Ltd alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any shareholder, Director or any consultant to,

or employee or agent of Resi Ltd or any service company owned or controlled by or on behalf of any of the Directors and those Directors, shareholders, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

10.3 Drafts

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

10.4 Communication

10.4.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

10.4.2 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any e-mail, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, redirection, copying or reading of e-mails, including any attachments.

10.4.3 We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful

default).

10.5 Deadlines

We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

10.6 Limit of Instructions

The extent of your instructions, and the work we will undertake, is limited to property advice and services related to such advice as set out in our Engagement Letter to you. We will not be advising you on any legal aspects of it, nor on any insolvency, regulatory, accounting, tax or commercial matters, nor the commercial benefit, merits or otherwise of the matter.

11. Proportionate Liability:

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

12. Exclusion:

12.1 We shall not be liable for:

12.1.1 any loss, damage, cost or expense

arising from any breach by you of your agreement with us or any act or omission of any other person; or

12.1.2 any advice or document subject to the laws of a jurisdiction outside England and Wales; or

12.1.3 any advice or opinion given to you by any third party (whether or not nominated or recommended by us)

13. Loss of Profit:

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or nonperformance).

14. Limitation:

The aggregate liability of Resi Ltd and any service company owned or controlled by or on behalf of any of the Directors, and of all Directors, consultants to and employees and agents of Resi Ltd and any service company owned or controlled by or on behalf of any of Resi Ltd or the Directors in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum specified in the Engagement Letter, or, if no sum is specified, the sum of £1.00.

15. Exceptions:

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

16. Termination:

16.1 Completion of Services

An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms.

16.2 Early Termination

16.2.1 We may terminate the provision of all or any of the relevant Services at any time by giving written notice to the you. We will not do this without good and substantial reason, such as:

16.2.1.1 The threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or

16.2.1.2 The discovery or creation of a Conflict of Interest; or

16.2.1.3 Your requesting us to break the law or any professional requirement; or

16.2.1.4 Your failure to pay to us any amount due, or money on account requested; or

16.2.1.5 Your insolvency; or

16.2.1.6 Your failure to give us

adequate instructions; or

16.2.1.7 Our being forbidden to act by the Serious Organised Crime Agency; or

16.2.1.8 Our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or

16.2.1.9 Any other breach by you of these terms.

16.3 Rights on Early Termination

16.3.1 On early termination, by you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract.

16.3.2 All our rights set out in these terms shall continue to apply even if we terminate the agreement.

17. General:

17.1 Financial Services

17.1.1 When we provide Services to you we are acting as your property adviser. We are not authorised by the Financial Services Authority under the Financial Services and Markets Act 2000.

17.1.2 Nothing that we say or do should be taken as advice on the merits of any investment activity (whether under the Financial Services and Markets Act 2000 or otherwise). No communication from us will constitute or should be regarded as an invitation or inducement to engage in any investment transaction or other activity or to exercise any rights conferred by any investment. You are solely responsible for any decision you take to negotiate or enter into a proposed transaction and should do so based on your own assessment of its merits and risks. If you are in doubt over any of these matters you should seek

advice from an appropriately qualified financial adviser. This company is not authorised by the Financial Services Authority.

17.2 The Proceeds of Crime Act 2002

17.2.1 We may require you to provide evidence of your identity or the identity of other connected parties so that we may comply with our obligations under the Proceeds of Crime Act 2002 (POCA).

17.2.2 Under the provisions of POCA, we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

17.2.3 We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

17.3 Force Majeure

17.3.1 Neither you nor we shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by

Force Majeure, shall be extended accordingly.

17.3.2 If the party claiming relief under this paragraph is prevented by Force Majeure from wholly or substantially performing its obligations under any agreement for a continuous period of more than 28 days the other party shall be entitled to terminate that agreement immediately by notice to the party claiming relief under this paragraph. Neither party shall be liable to the other because of such termination but you shall remain liable to pay all fees and expenses incurred before termination as provided in paragraph 16.3.

17.4 Severability

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

17.5 Equal Treatment

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status.

18. Complaints Procedure:

18.1 Scope

Subject to paragraph 18.3, all claims, complaints and disputes arising out of or in connection with the Services ("Complaint") will be resolved pursuant to this paragraph.

18.2 Procedure

18.2.1 All Complaints will in the first instance be referred to Robert Plant who will attempt to resolve the issue promptly.

18.3 Mediation

If and to the extent that any complaint has not been resolved under paragraph 18.2 it may be referred to mediation by a sole mediator agreed between us and you or, in default of agreement, appointed by The Centre for Effective Dispute Resolution.

18.4 Exclusions

18.4.1 We shall not be obliged to comply with paragraph 18.3 in relation to any Complaint in which we seek:

18.4.1.1 An order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or

18.4.1.2 A judgment or award for a liquidated sum to which there is no arguable defence (provided that the exception shall cease to apply and the Complaint may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or

18.4.1.3 The enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to paragraph 18;

18.4.1.4 nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

20. Law and Jurisdiction:

The terms on which we provide Services to you are governed by and shall be construed in accordance with English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other court.

22. Defined Terms:

In these terms of business:

Resi Ltd means Resi a limited liability company incorporated in England & Wales with registered number 12562783 whose registered office is at 8-10 Nelson Street, Southend on Sea, Essex SS1 1EF and any service company owned or controlled by or on behalf of Resi Ltd or any of the Directors;

Associated Entities means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;

Credit Period means the period of seven days from the date of our invoice for our fees and/or expenses;

Documents means Documents Held for You. Our Documents and Your Documents;

Documents Held For You means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents);

Engagement Letter means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;

Force Majeure means any circumstance

beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury.

Matter means any specific transaction in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;

Our Documents means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);

Director means a director of Resi Ltd. We use the word 'Director' to refer to a director of Resi Ltd. This should not be construed as indicating that the Directors of Resi Ltd are carrying on business as a limited liability company for the purpose of the Companies Act 2006.

Services means all services we provide to you in relation to the relevant Matter;

We, us, and our, means or refers to Resi Ltd;

Your Documents means documents which you give or lend to us to enable us to provide Services;

You includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and "your" shall have a cognate meaning.