



GSC GRAYS

PROPERTY • ESTATES • LAND

TERMS OF ENGAGEMENT

Applicable to agreements issued on or after 1st October 2024

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.

GSC Grays Limited provides Services (defined below). In these Terms "GSC Grays" "Agent" "us" "we" or "our" means "GSC Grays Limited" (company registration number 07715034) and where appropriate, any subsidiary or associated companies of firms whose Registered Office is 1 Bailey Court, Colburn Business Park, Richmond, DL9 4QL.

"Client" or "you" means the individual or organisation referenced in the Letter/Proposal

The "Agreement" comprises the following documents:

- the Letter or Proposal and
- these Terms

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 GSC Grays 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 GSC Grays, 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 in writing.
 - 1.2 We will provide the Services to you in accordance with the Letter/Proposal, with reasonable care and skill.
 - 1.3 In cases of emergency, or where required in order to comply with any statutory duties, GSC Grays is authorised to take all such steps as we consider reasonable, in the circumstances, where we are unable to obtain your instructions and the matter is urgent.
 - 1.4 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.
 - 1.5 No variation of this Agreement is binding unless agreed in writing between authorised representatives of GSC Grays and the Client.
2. FEES AND PAYMENT TERMS
 - 2.1 GSC Grays' 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 GSC Grays under this Agreement, unless otherwise stated in the Letter/Proposal.
 - 2.2 GSC Grays reserves the right to amend the Fees if the cost of the provision of any of the Services:
 - i. is materially increased from any fee previously agreed; or
 - ii. we expect there to be a material increase in the time to be taken to complete the provision of any of the Services; or
 - iii. changes due to a cause outside our reasonable control and which it could not reasonably have foreseen at the time of the Agreement, provided that we shall not be entitled to any adjustment of the fee where it arises from our default or negligence.
 - 2.3 We shall notify the Client of our intention to claim an adjustment to the Fee as soon as reasonably practicable after it becomes aware of the need to claim an adjustment to the Fee, in accordance with the above provisions.
 - 2.4 GSC Grays shall be entitled to submit an invoice to the client monthly from the date of instruction or at such greater period as GSC Grays deems appropriate.
 - 2.5 The Fees and expenses due to GSC Grays under the terms of this Agreement shall be payable by you within 14 days. 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 the Agreement.
- 2.6 Where GSC Grays receives and acts upon an implied instruction, either verbally or by email, all Fees and payment terms set out in the Agreement will apply.
3. DISPUTED DEBT AND LATE PAYMENT
- 3.1 A debt is disputed where you believe that the debt in whole or in part is not owed.
- All disputed debts must be notified to us within 14 days of receipt of the invoice by email to accounts@gscgrays.co.uk or in writing to GSC Grays, Accounts Department, 1 Bailey Court, Colburn Business Park, Richmond, DL9 4QL.
- 3.2 GSC Grays reserves the right to charge you interest both before and after any judgment on any unpaid invoice at the rate of 6% per annum over the then current base rate of The Bank of England from the date payment becomes due until payment is made in accordance with the Agreement.
- 3.3 Concerns relating to provision of Services by GSC Grays or other related matters should be raised in accordance with Clause 36 of this Agreement titled "Complaints Procedure and Dispute Resolution".
4. FEE REVIEW
- 4.1 Our rates for both fees and expenses (but not commission fees) will be subject to review on 1st April every year. Any amendments to our rates will be confirmed in writing before the revised fee becomes payable and will not occur within the first six months of instruction.
5. COMPENSATION CLAIMS
- 5.1 Certain professional work attracts contributions from Statutory Authorities and some companies. This may meet the whole fee charged by GSC Grays but that is not guaranteed. It is probable that fees will only be reimbursed at certain milestones, possibly sometime after GSC Grays start working for you. You are responsible for payment of our fees in accordance with these Terms and our Letter of Engagement. Settlement of our fees is not contingent upon your receipt of such reimbursement and you will remain responsible for payment of our fees in accordance with these Terms.
6. ABORTIVE FEES
- 6.1 Abortive fees are not always recoverable from Third Parties such as Statutory Authorities/Undertakers or newly privatised companies where work does not conclude on the terms they would wish. GSC Grays will use reasonable endeavours to secure abortive fees from those parties but reserves the right to recover fees in these circumstances from the client, should such parties refuse to meet the fees.
7. CYBER CRIME AND ILLEGAL SCAMS
- 7.1 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.

- 7.2 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).
- 7.3 GSC Grays takes system and cyber security very seriously. 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.
- 7.4 We will never email you to amend our banking details. If you receive an email purporting to be from GSC Grays 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.
- 7.5 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.
8. PAYMENTS ON ACCOUNT
- 8.1 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.
- 8.2 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.
9. EXPENSES AND THIRD PARTY SERVICES
- 9.1 Our standard expenses will be charged at the rates shown below:
- Mileage - £0.65 per mile.

All other expenses such as advertising, professional photography, maps, plans, software subscriptions and archive file and data storage will all be recharged at cost.

- 9.2 Where we instruct third party services on your behalf, including independent advisors, contractors, suppliers, and other service providers, they will be advised to raise associated invoices in your name, and you will be responsible for settling these amounts directly.
- 9.3 If GSC Grays is required to instruct and manage a third-party advisor or specialist contractor on your behalf, we reserve the right to charge an administration fee of 10% of the net cost, in addition to the third-party fee due.
10. COMMISSION
- 10.1 From time to time, we may receive commission for referrals to third party providers which will be retained by us in full; details are available on request. This amount is payable by the third-party provider and does not impact on the price paid by you.
11. CONFLICTS OF INTEREST
- 11.1 GSC Grays 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.
- 11.2 GSC Grays and the Client confirm that they are not aware of any personal family or business relationship which exists between the Client, GSC Grays or any persons/businesses associated with GSC Grays that have not otherwise been disclosed. Should you become aware of an actual or potential conflict, please bring it to our attention as soon possible.
12. WHAT WE EXPECT FROM YOU
- 12.1 You warrant that to the best of your knowledge, all information provided by you and/or your advisors is correct.
- 12.2 You must advise GSC Grays of all material facts relevant to us acting as agent and you must advise us of any unusual or onerous encumbrances, restrictions, including planning restrictions, easements, outgoing, tenure, tenancies, conditions attached to your 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.
- 12.3 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 GSC Grays as soon as you become aware of any inaccuracy or change in circumstances during the Agreement which might affect the accuracy of any statement.
- 12.4 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 your property. You warrant that that all information provided directly by you or your professional advisors regarding your property is complete and correct. Furthermore, you confirm that there are no other material facts known to you relating to your property which may be relevant to GSC Grays in carrying out the services as agreed. Where appropriate, you undertake to indemnify GSC Grays 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 GSC Grays arising from misinformation supplied by you.

12.5 The Client will at all times maintain appropriate insurance including but not limited to public liability insurance, employers' liability insurance etc in respect of claims that may be brought against the Client by individuals who suffer injury or damage while on the Client's property or business premises. The Client recognises that the appointment of the Agent under the terms of this Agreement does not diminish its responsibilities to those individuals and the Agent is only liable for its own acts of negligence or breach of contract.

12.6 The Client shall indemnify the Agent against all claims made against the Agent arising out of our appointment as Agent provided that at all times prior to the making of the claim the Agent shall have carried out the Services to the required standard and that the claim does not arise from any breach of duty owed by the Agent to the Client.

13. THIRD PARTY INFORMATION

13.1 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.

13.2 Where we instruct a third party on your behalf you will be liable to pay their fees directly, as stated in Clause 9 above.

14. CONFIDENTIALITY

14.1 Both the Client and GSC Grays 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.

- 14.2 Each party may disclose the other party's Confidential Information:
- i. 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 the Agreement ("Representatives"). Each party shall ensure that its Representatives to whom the other party's confidential information is made available in connection with the Agreement are informed of its confidential nature and comply with this clause 14; and
 - ii. 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).
- 14.3 Neither you nor GSC Grays shall, without the prior written consent of the other, use such Confidential Information for any other purpose or disclose it to any third party.
- 14.4 Neither the Client nor GSC Grays 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.
- 14.5 GSC Grays 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 involves 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.
15. DUTY OF CARE AND THIRD PARTY RIGHTS
- 15.1 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.

- 15.2 GSC Grays 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.
16. LIMITATION OF LIABILITY
- 16.1 GSC Grays maintains Professional Indemnity Insurance in accordance with the RICS Regulations.
- 16.2 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.
- 16.3 Subject to Clause 16.2, GSC Grays 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.
- 16.4 The Agent's liability to the Client for advice given to the Client by the Agent shall be as follows:
- i. the Agent shall not be liable for any valuation given orally and not confirmed in a formal written report, which states the basis and purpose of the valuation, the assumptions on which it is based, confirms that the Client may rely on the advice and details any limitations as to the matters which it takes into account. The Client agrees that it will not rely on any valuation or survey given orally;
 - ii. if the Agent gives the Client any other advice orally and the Client wishes to rely on it for any purpose, the Client must obtain prior written consent from the Agent to do so;
 - iii. the Agent shall not be under any obligation to update any advice, report or valuation to take account of events occurring or information received after the advice, report or valuation has been delivered in final written form; and
 - iv. if the Agent expresses an opinion or makes a forecast concerning future events, the Agent shall only be liable for the loss that was caused by the Agent's failure to exercise reasonable skill and care when giving that opinion or making that forecast based upon any assumptions agreed with the Client.
- 16.5 The Agent shall not be liable for any loss, damage, or expense sustained by the Client where such loss, damage or expense was sustained by the Client as a result of:
- i. incomplete, inaccurate or erroneous information or instructions provided or made

- available to the Agent by the Client, or by any third party acting on behalf of the Client;
- ii. any defect or failure to identify any defect in the property or in any plant, machinery, equipment or materials used upon the property which could not reasonably have been known to the Agent;
- iii. any act, omission or insolvency of any person other than the Agent
- iv. any failure by the Client to provide information to the Agent under Clause 12.

16.6 None of our employees, directors or consultants individually has a contract with you or owes you a duty of care or personal responsibility. You agree that you will not bring any claim against any such individuals, personally, in connection with our Services.

16.7 If you suffer loss as a result of our breach of contract or negligence, our liability shall be limited to a just and equitable proportion of your loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of a shortfall or recovery from any other party, whether that shortfall arises from an agreement between you and them, your difficulty in enforcement, or any other cause.

16.8 Subject to Clause 16.2 and Clause 16.3, GSC Grays' total liability to the Client in contract, tort (including negligence), breach of statutory duty, or otherwise for:

- i. any loss or damage to the Client's property, including but not limited to physical assets owned by the Client, is limited to £100,000, unless otherwise specified in the Letter/Proposal; and
- ii. all other loss or damage arising under or in connection with this Agreement shall not exceed £2 million unless, otherwise specified in the Letter/Proposal.

17. INTELLECTUAL PROPERTY

17.1 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 GSC Grays. GSC Grays grants to the Client a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use materials (as may be specified by GSC Grays) that are created by GSC Grays in connection with its provision of the Services, solely for internal, non-commercial purposes, for the term of the Agreement. The parties shall agree which materials are subject to this licence, in advance of such use.

17.2 The Client grants to GSC Grays a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to GSC Grays for the term of the Agreement for the purpose of providing the Services to the Client.

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| 18. OWNERSHIP OF DOCUMENTS | 18.1 | 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 GSC Grays, as outlined above. |
| | 18.2 | Upon request from you we will allow you, or anyone authorised by you, to inspect any document in our possession relating to the Services and shall provide copies of any such document, at your expense. |
| | 18.3 | 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. |
| 19. DATA PROTECTION | 19.1 | The parties shall comply with their data protection obligations as set out in the attached link Privacy Policy |
| 20. DOCUMENT RETENTION AND DISPOSAL OF FILES | 20.1 | We will retain files either in hard copy or soft copy for a minimum period of 7 years. Clients' files will be retained for a period of 15 years after closure of a project or job, in order to comply with the current regulations imposed on us by HMRC and our governing body, the Royal Institution of Chartered Surveyors. Retrieval of Clients' files will be subject to a separate charge. 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 the 15 year retention period. |
| | 20.2 | The Client accepts that the Client's files may be stored by the Agent in a number of different media and formats and that there is a risk of damage and/or corruption associated with all systems of file storage. |
| 21. HEALTH AND SAFETY | 21.1 | 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 GSC Grays, in so far as they may apply to the Services provided by GSC Grays. |
| 22. REGULATION | 22.1 | GSC Grays 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. |
| 23. CLIENT MONIES | 23.1 | Money received on behalf of the Client will be held in designated Client Accounts. GSC Grays does not charge for the administration of the bank accounts where client |

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| | | <p>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.</p> |
| | 23.2 | All accounts are managed in accordance with RICS regulations and are subject to regular audit. |
| 24. RIGHT TO CANCEL/TERMINATION | 24.1 | If you cancel this Agreement, you must do so in writing, and pay us an amount representing GSC Grays' expenses as well as the proportion of the Fee for the Services performed up until the date of cancellation, or as otherwise outlined in the Letter/Proposal. |
| | 24.2 | <p><u>Business Users</u></p> <p>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. GSC Grays may, in its sole discretion, enter into good faith discussions with you regarding the cancellation of this Agreement.</p> |
| | 24.3 | <p><u>Consumers</u></p> <p>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.</p> |
| | 24.4 | Notice of you exercising your right to cancel must be made before the end of the Cancellation Period, either by email or in writing, to the GSC Grays office managing this Agreement. |
| | 24.5 | <p><u>Mutual Right to Terminate</u></p> <p>Either party may terminate this Agreement at any time by giving notice in writing if the other party:</p> <ul style="list-style-type: none"> i. 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 ii. 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 working days of being notified of it. |
| 25. GSC GRAYS' RIGHT TO CANCEL | 25.1 | GSC Grays 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. |

26. ASBESTOS AND POLLUTION
- 26.1 GSC Grays will provide no advice or make any recommendation or representation or undertake surveys or inspections required under the Control of Asbestos at Work Regulations 2002 and will not undertake such works.
- 26.2 The Client will notify the Agent of any pollution on their property or business premises of which they are or become aware.
- 26.3 The Client shall indemnify the Agent against:
- i. all costs and actions of all kinds, howsoever arising, incurred or carried out by the Client, or by any tenants, occupiers, management staff, contractors or anyone (other than the Agent and its employees), relating to the presence or potential presence of Asbestos or pollution in or on any building or structure on their property or business premises, caused by them or their staff; and
 - ii. all consequences of actions of any type of asbestos and any substance that contains a type of asbestos (in any form and in any quantity) however and wherever occurring, and any form of contamination by asbestos however and wherever occurring.
27. FIRE SAFETY AND RELATED ADVICE
- 27.1 GSC Grays 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 systems and/or internal wall systems (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.
- 27.2 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 GSC Grays 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.
28. GENERAL INSURANCE DISTRIBUTION SERVICES AND
- 28.1 This firm is an Ancillary Insurance Intermediary. It is not authorised by the Financial Conduct Authority for insurance purposes. However, we are included on the

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register maintained by the Financial Conduct Authority so that we can carry out insurance distribution activity which is broadly advising on, selling, and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Royal Institution of Chartered Surveyors (RICS). The Register can be accessed via the Financial Conduct Authority website www.fca.org.uk/firms/financial-services-register. Our Complaints Handling Procedure can be found as detailed in Clause 36 below.

- 28.2 The firm has no connections (in terms of ownership or voting rights) with insurers or brokers.
- 28.3 Whilst the firm does not provide insurance advice directly, nor will it provide advice or recommendations in relation to selected insurance products, it does regularly provide information to, and work with the broker and insurers, often with input from the client, to place or renew insurance, together with the handling of claims. As such the firm is regularly providing a service, which is a regulated activity. The broker and/or insurer will provide advice and recommendations as to the proportion of the insurance market that should be analysed, upon placing or renewing insurance products, or whether to limit the search to a selection of insurers or a single insurer; GSC Grays will not provide such advice or recommendations but may pass on this information to the Client for a decision to be made.
- 28.4 The appropriate Demands and Needs Statement, clearly setting out the insurers understanding of the clients' insurance requirements will be provided to the Client, prior to the placing of cover, together with the Insurance Product Information Document (IPID) or policy summary documentation which will be provided during the course of the provision of services to the Client.
- 28.5 Where the Services include services in respect of insurance, the Client shall ensure that the Agent is notified of all matters of which the Agent needs to be aware in order to ensure compliance with the duty of fair presentation under the Insurance Act 2015 and in particular will ensure that the Agent is provided with details of all material circumstances of which the Client is aware or ought to be aware.
- 28.6 In accepting these terms, the Client confirms that they are happy to receive information either in writing or via email as a means of GSC Grays sharing information provided by the broker/insurer. Where information is provided via email, a paper copy can be made available, free of charge, should the Client request it.
- 28.7 Where a valid claim against the Agent for direct loss of client funds is made which is not met in full by us, the balance may be met by RICS' Client Money Protection Scheme.

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| 29. ANTI-CORRUPTION | 29.1 | GSC Grays 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. |
| | 29.2 | GSC Grays complies with all applicable anti-slavery and human trafficking laws and regulations. |
| 30. EQUALITY AND DIVERSITY | 30.1 | GSC Grays is committed to ensuring that 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. |
| 31. MONEY LAUNDERING REGULATIONS | 31.1 | GSC Grays complies with all anti money laundering legislation in the UK. |
| | 31.2 | Where we are required by law to confirm the identity of our Clients, we may 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 the Agreement until this obligation has been met. |
| | 31.3 | To ensure compliance with the Anti-money Laundering legislation, the Agent reserves the right to decline cash receipts in excess of £300. The Agent also reserves the right to refuse to pay any third party money due to the Client. |
| 32. ASSIGNMENT | 32.1 | 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). |
| | 32.2 | GSC Grays may at any time assign or sub-contract any or all of its rights and obligations under this Agreement. |
| 33. NON-WAIVER | 33.1 | 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 GSC Grays to insist upon the strict performance of the Terms or exercise any of our rights or remedies. |
| 34. SEVERABILITY | 34.1 | 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 the Agreement, but that shall not affect the validity and enforceability of the remainder of the Agreement. |
| 35. ENTIRE AGREEMENT | 35.1 | This Agreement constitutes the entire agreement between the parties. |
| | 35.2 | 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.

36. COMPLAINTS
PROCEDURE AND
DISPUTE RESOLUTION

36.1 GSC Grays is regulated by the RICS and is registered with relevant ombudsman services. A copy of the GSC Grays Complaints Procedure is available on the website or can be requested by emailing gsc@gscgrays.co.uk. The appointed person to deal with complaints within GSC Grays is Guy Coggrave, who is the Managing Director. The independent redress organisations are as follows: The Property Ombudsman and Centre for Effective Dispute Resolution (CEDR).

36.2 If a dispute between the parties is not resolved internally, the matter may be referred, on the agreement of both parties, to mediation by a member of the RICS accredited mediators panel or, where no agreement is reached as to the mediator to be appointed, to a mediator to be appointed by the President of RICS.

36.3 For the avoidance of doubt, all Fees raised, including any disputed sums, will remain due unless otherwise confirmed in writing by GSC Grays.

37. GOVERNING LAW AND
JURISDICTION

37.1 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.