

TERMS OF BUSINESS

1. We aim to provide an efficient and effective service at a reasonable cost and we will:
 - (a) advise you of the name of the person dealing with your matter and their status within the firm.
 - (b) advise you of the hourly rate that they will charge for carrying out the work on your behalf.
 - (c) agree a fee prior to commencing work on your behalf.
 - (d) where a fixed fee cannot be given, give you an estimate, if practicable, of the likely cost of carrying out the work on your behalf and an estimate of the disbursements which we are likely to incur in carrying out the work.
 - (e) consult you, should we consider it necessary to instruct other professionals and other advisers on your behalf, and we will obtain an estimate of costs and seek your approval before such instructions are confirmed.
2. We will send out interim accounts on a regular basis to be agreed with you which will reflect the cost of the work done during the accounting period.
3. All our accounts fees or estimated fees are calculated by reference to the time spent by surveyors dealing with your matter, including advising, attendances, dealing with papers, correspondence, telephone calls, travelling and in conducting the matter on your behalf.

The time rate for the directors is presently £200 per hour excluding VAT and this is subject to review from time to time. We will give notice of any intended changes during the course of a project. Assistant surveyors are charged at £125 per hour.

Charges for non-executive staff are included in the executive charge rates. We reserve the right to make a charge for postage, fax, telephone, copying and incidental expenses if appropriate.

Any interest earned where client's money is held will be retained in full by Adelaide Jones unless a signed statement is received from the client to state otherwise.
4. We will, on request, provide a detailed breakdown of how each account is calculated.
5. We reserve the right to alter any estimates we may have given as to the likely cost of work, and we will give you an estimate in writing of any unforeseen changes in our original or revised estimate as soon as the need for revision becomes apparent to us.
6. (a) We reserve the right to require all clients to pay for disbursements to be defrayed on their behalf prior to the liability for payment being incurred by us, and should payment not be made when requested, we may cease all work upon that particular transaction until such payment is made. We will give you at least fourteen days' notice of our intention to cease work.
 - (b) We may require clients to make payments on account of costs to be incurred before work is carried out at our discretion, and if payment on account is requested then we require monies to be paid at regular intervals, thereafter, and should, payments requested not be received then we reserve the right to cease work in relation to that transaction until the payments requested have been made.
7. It is your responsibility to supply in a timely fashion all information and instructions requested by us in order for us to act in your matters. Failure so to do will entitle us to stop work on a temporary, or at our discretion, a permanent basis. We are entitled to rely on the accuracy and completeness of information provided by you and shall not be liable if you are prejudiced by advice given or actions founded on inaccurate or incomplete information.
8. We require all accounts to be paid within thirty days of the account being rendered and deem the account to be rendered the second day after the date on the face of the account.
9. We accept payment by Mastercard, Visa, cheque or BACS transfer.
10. Should accounts not be settled within thirty days we reserve the right to charge interest upon the account as from the date of the account, at the rate of 4% per annum over the bank base rate from time to time in force of Barclays Bank plc.
11. Failure to pay invoices may result in our ceasing to carry out all work on your behalf until payment is made. We will give you at least fourteen days' notice of our intention to cease work.
12. Should you have any enquiries or should any of these enclosed conditions be unclear to you then please contact the member of the firm from whom you received our terms and conditions of business, and should matters not be resolved satisfactorily thereafter, you are invited to contact Mr Tim Edwyn-Jones or Mr Mo Nimba. It is the aim and function of Adelaide Jones to offer its clients an efficient, effective and comprehensive service. If you are dissatisfied with any aspect of our services, you should in the first instance raise the matter with the surveyor in question. We will endeavour to resolve all complaints quickly through our Complaints Handling Procedure. We are regulated by the Royal Institution of Chartered Surveyors through which complaints and redress mechanisms are provided.
13. This Firm is not authorised by the Financial Services Authority. However, we are included on the Register maintained by the Financial Services Authority so that we can carry out insurance mediation 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 Services Authority website www.fsa.gov.uk/register.

14. **General Insurance Mediation Activity (GIMA)**

Adelaide Jones offer general insurance mediation activity (GIMA) which is limited to arranging insurance through brokers and will obtain advice and quotes from brokers who will either look at the whole of the market; limited market or single insurer based on the clients demands and needs.

Adelaide Jones will offer recommendations based upon information received from brokers and client's demands and needs, where appropriate.

The Directors of Adelaide Jones are Mr. T. R. Edwyn-Jones and Mr. M. R. Nimba and both persons are responsible for overseeing all GIMA activity.

15. **RICS Client Money Protection Scheme (CMPS)**

Adelaide Jones confirms that a valid claim against the Firm for loss arising out of the work which is not met in full by the Firm, may be met by RICS Client Money Protection Scheme (CMPS). A copy of the CMPS is available upon request.

16. **Complaints**

In the event that the client has a complaint in respect of the performance of the surveyor's services under this Agreement, without prejudice to any other remedy available under the Agreement, he or she shall be entitled to have access to the complaints handling procedure maintained by the surveyor, written copies of which should be available on request from the surveyor.

This Firm is not authorised by the Financial Services Authority. However, we are included on the Register maintained by the Financial Services Authority so that we can carry out insurance mediation 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 Services Authority website www.fsa.gov.uk/register.

Once we receive your written summary of the complaint, we will contact you in writing within seven days to inform you of our understanding of the circumstances leading to your complaint. You will be invited to make any comments that you may have in relation to this.

Complaints (continued)

Within twenty-one days of receipt of your written summary, the person dealing with your complaint will write to you in order to inform you of the outcome of the investigation into your complaint and to let you know what actions have been or will be taken.

If you remain dissatisfied, please contact the following firms:

Consumer Clients please contact:
(Individuals)

Ombudsman Services: Property
PO Box 1021
Warrington
WA4 9FE

Telephone: 0330 440 1634
Website: <http://www.ombudsman-services.org/contact-us-property.html>

Business clients please contact:
(Companies)

IDRS Limited
International Dispute Resolution Centre
70 Fleet Street
London EC4Y 1EU

Adelaide Jones' preferred dispute resolution operated by IDRS is **Arbitration Procedure for Surveying Disputes**.

Telephone: 020 7520 3800
Fax: 0845 1308 117
Email: info@idrs.ltd.uk
Website: www.idrs.ltd.uk