



Ref: PS 30052022

Date: 16<sup>th</sup> June 2022

Oxford Films Limited  
Suite 2  
5 Rochester Mews  
London  
NW1 9JB

Email: [mark@oftv.co.uk](mailto:mark@oftv.co.uk); [annie@oftv.co.uk](mailto:annie@oftv.co.uk);  
[nick@oftv.co.uk](mailto:nick@oftv.co.uk); [patrici@oftv.co.uk](mailto:patrici@oftv.co.uk)

PLEASE RETAIN THIS COPY FOR YOUR RECORDS

TERMS OF THE AGREEMENT AND AGENCY CONTRACT

LETTER OF ENGAGEMENT

Section 18 of the Estate Agents Act 1979 and the Provision of Information Regulations 1991 (SI1991 No: 859) requires Christo & Co to confirm its standard Terms and Conditions of Engagement, a copy of which we enclose herewith with an explanation of the Terms of the Agreement in advance to a prospective client before entering into an Agency Contract. This Agreement has been prepared in compliance with the Act.

We kindly request you to sign and return a copy of this letter in the prepaid envelope provided.

1. THE CLIENT(s) is:

- 1.1 Name: Oxford Films Limited  
1.2 Address: Suite 2, 5 Rochester Mews  
London  
NW1 9JB

The director(s) and/or person(s) to whom this confirmation letter is addressed for the purposes of clause 7 in its entirety are identified as follows:

- 1.3 Director(s): Mark Bentley, Annabel Lee, Nick Kent, Patrick Forbes

2. THE AGENT is: Pemm Estates Ltd (Company Number: 12682703)  
Trading as Christo & Co  
66-70 Parkway  
London NW1 7AH

Christo & Co is the trading name held under license by PEMM Estates Limited, a company registered in England & Wales. Registered Number 12682703.

3. THE PROPERTY: Suite 2  
Rochester Mews  
London  
NW1 9JB



#### 4. TERMS OFFERED:

- 4.1 RENT: £108,000 per annum exclusive
- 4.2 PREMIUM: N/A
- 4.3 Variations to the RENT and / or PREMIUM may occur during the term of this Agency Agreement and no alteration in RENT or PREMIUM will affect the content of this agreement.

#### 5. NATURE OF THE AGENCY:

CHRISTO & CO to offer THE PROPERTY for SALE/LETTING by Private Treaty on a

- 5.1 SOLE LETTING AGENCY RIGHTS BASIS as defined in the Agency Terms & Conditions of Engagement.

Until a TENANT has been found or until the CLIENT withdraws the property from the market. If the PROPERTY is withdrawn within a period of 6 months from the date of this AGREEMENT then Christo & Co shall be entitled to abortive fees on the basis set out in paragraph 11.7 of the Agency Terms & Conditions of Engagement.

Christo & Co's standard Terms of Agency Business provide for a professional liability insurance cover of £1 million. Greater cover than this is available upon request and by special arrangement.

#### 6. COMMENCEMENT DATE OF THIS AGREEMENT:

Will be 3 working days from the date this Letter of Engagement is received by Christo & Co.

#### 7. REMUNERATION:

The Agents fees for acting on behalf of the CLIENTS in the leasehold disposal of the property will amount to 10% of the annual EXCLUSIVE RENT achieved plus 5% of any PREMIUM exclusive of any capital contributions or rental concessions, or a minimum fee of £1,000, whichever is the greater. In the event of a stepped rental the fee will be based on the average rent until the review date or lease expiry, whichever is the earlier. All fees are exclusive of VAT and will be payable on completion as envisaged in the attached Christo & Co Agency Terms & Conditions of Engagement. (January 2014).

- 7.1 Our remuneration will be due upon completion of the lease or upon exchange of contracts for the sale of a lease. It is, however, our practice, by concession, to accept payment of such remuneration out of the sale proceeds immediately upon completion. Accordingly, if you wish to take advantage of this concession, you must immediately give your solicitor or conveyancer irrevocable instructions and authority to settle Christo & Co's remuneration and expenses incurred on your behalf out of the rental received or proceeds of sale of the lease, and we shall be entitled to seek such settlement from them. If you do not give such irrevocable instructions and authority, interest will be charged at 15% from the date of completion or exchange of contracts. In any event, interest will be charged at 15% on any account that remains unpaid 14 days after completion of the lease or upon exchange of the contracts for the sale of a lease.



If the CLIENT is a Limited Company:

- 7.2 The Director(s) of the Limited Company, to whom this letter is addressed, is (are) jointly and severally responsible for payment of our remuneration and all marketing expenses incurred (provided such marketing expenses have been previously agreed).
- 7.3 The person(s) to whom this letter is addressed is (are) jointly and severally responsible for payment of our remuneration and all marketing expenses incurred (provided such marketing expenses have been previously agreed) unless it is clearly stated in writing that a third party is responsible. If this is the case, the name and address of the third party must be disclosed and they must give written confirmation of such an arrangement to Christo & Co.
- 7.4 The person(s) to whom this letter is addressed have agreed to guarantee payment of all sums now or at any time due to Christo & Co in respect of our remuneration and all marketing expenses incurred (provided such marketing expenses have been previously agreed). In the event that this guarantee is given by more than one person, the liability is joint and several.

8. THE CLIENTS legal Representative to act in the SALE/LETTING of this PROPERTY are:

NAME: *Angela Fong*

FIRM: *Russells*

ADDRESS: *Yalding House, 152-156 Great Portland St, London W1W 5QA*

9. Statements and undertakings to CHRISTO & CO by the CLIENT:

- a) We have read and accept the terms of this Agreement on behalf of myself/the Client and any other joint owners/tenants, and acknowledge receipt of a copy of this Agreement duly completed.
- b) We will advise you at once of any aspect of the letting/sale particulars you are to supply to us is or later become inaccurate or misleading.
- c) We will notify you immediately if there is any change in our Legal Representatives.
- d) We wish to take advantage of the concession offered under paragraph 7 (a) of this Agreement and we give the legal Representatives named above irrevocable authority to pay to immediately upon completion of the sale/letting of the Property out of the sale/lettings proceeds the remuneration and other charges payable by virtue of the terms of this Agreement, and without prejudice to the foregoing agree to provide an irrevocable authority in like terms to our Legal Representatives if they so request.
- e) We will notify you immediately in the event of another Agent being instructed in competition (Multiple Agency).



- f) We agree that in the event of any account for remuneration or other charges properly payable in accordance with this Agreement remaining unpaid for more than 14 days after the due date or the date of our account, whichever is the later, interest will be payable at the rate of 4% over Barclays Bank Base Rate(s) applicable thereafter.
- g) We are not aware of any personal, family or business relationship which exists between us and the Agent or any person/business associated with the Agent, but we undertake to advise you at once if we become aware of any such relationship.
- h) We have read and accept the Terms of the Agreement, and the Agency Terms & Conditions of Engagement, and acknowledge receipt of a copy of this Agreement duly completed and a copy of the Agency Terms & Conditions of Engagement. (January 2014).

Signed as or on behalf of CLIENT(s)  
namely:  
Oxford Films Limited

*Mark Bentley*  
.....

Signed as Director(s):

Mark Bentley

*Mark Bentley*  
.....

Nick Kent

*Nick Kent*  
.....

Patrick Forbes

*Patrick Forbes*  
.....

Annabel Lee

*Annie Lee*  
.....

Date this AGREEMENT received  
at Christo & Co

17-06-2022  
.....

Signed on behalf of the AGENT:

*Paul Stone*  
.....

**IMPORTANT NOTE:**

**CEPC LEGISLATION AND RESPONSIBILITY**

Since the 1st October 2008 it has been a legal requirement for a Commercial Energy Performance Certificate to be produced and available to show to prospective tenants or purchasers at the point of marketing. It is the responsibility of the owner of the property or leasehold interest to provide the CEPC and there are financial penalties in place for non-compliance. Trading Standards have been appointed to police the legislation. The certificates are to be produced by suitably qualified assessors and are valid for 10 years. The purchaser's / tenant's solicitor is responsible for checking that a CEPC is present. On your instructions we can either recommend or appoint a Christo & co recommend qualified EPC providers, who may provide a referral fee to Christo & Co. From the 6th April 2012 the TSO can request to see the CEPC from the instructed Agent thus the Client agrees to attain an EPC prior to commencing marketing the property and any delay is the responsibility of the Client.



**IRREVOCABLE UNDERTAKING**

**DATED:** 17-06-2022

**We, Mark Bentley, Annabel Lee, Nick Kent & Patrick Forbes, on behalf of Oxford Films Limited of Suite 2, 5 Rochester Mews, London, NW1 9JB**

Irrevocably authorise and request you to pay the sums/fees as stated and agreed by me in paragraph 7 headed 'REMUNERATION' of Christo & Co's TERMS OF THE AGREEMENT AND AGENCY CONTRACT/CONFIRMATION LETTER (which includes Value Added Tax) on completion of:

**Suite 2, 5 Rochester Mews, London, NW1 9JB**

to **PEMM Estates LTd trading as Christo & Co, 66-70 Parkway, London NW1 7AH** and to supply them from time to time with such information concerning the progress of the purchase/rental of the said Property as they may from time to time require.

Details for EFT are as follows:

Bank Name: Metro Bank  
Account Name: PEMM Estates Ltd  
Account No.: 38622269  
Sort Code: 23-05-80

Yours faithfully

Signature(s): *Mark Bentley* *Nicolas Kent* *Patrick Forbes* *Annie Lee*

Print Name: Mark Bentley Nicolas Kent Patrick Forbes Annie Lee

To [Solicitors Details]

Angela Fong  
Partner  
Yalding House,  
152-156 Great Portland Street,  
London  
W1W 5QA



## **CHRISTO & CO**

### **TERMS & CONDITIONS OF ENGAGEMENT**

#### **1. DEFINITIONS**

**In these Terms & Conditions:**

- 1.1 “the Client” means the person(s) or company to whom the Terms of Engagement are addressed and the person(s) or company receiving the Services.
- 1.2 “CCO” means Pemm Estates Ltd trading as Christo & Co, whose registered office is at 66-70 Parkway, London NW1 7AH.
- 1.3 “the Fee” means the fee payable by the Client in consideration of CCO carrying out the Services.
- 1.4 “the Property” means the location, site or building(s) which is the subject of the Services.
- 1.5 “the Services” means the service(s) provided by CCO in carrying out the Clients instructions.
- 1.6 “the Report” means any document, report, drawing specification, calculation, form, email or table which is written, produced or created by CCO in the course of carrying out the Services.
- 1.7 “Letter of Engagement” means the letter which accompanies these Terms & Conditions which has been or will be sent to the Client by CCO and which sets out details of the Client, Services, Property and Fee together with such other details relating to the Services as may be appropriate.
- 1.8 “the Terms & Conditions of Engagement” means the document together with the Letter of Engagement.
- 1.9 If there is an inconsistency or contradiction between the Letter of Engagement and these Terms & Conditions, the provisions of the Letter of Engagement will prevail.
- 1.10 From time to time it may be necessary to amend or supersede these Terms and conditions by new terms. Where this is the case CCO will notify you of the changes and, unless we hear from you to the contrary within 7 days after such notification, the amendments or new terms will come into effect from the end of that period.
- 1.11 Where we refer in these Terms of Engagement or otherwise to a person being a “partner” that title refers to either a member or a senior employee of Christo & Co.

#### **2. APPOINTMENT AND LIABILITY**

- 2.1 The Client has instructed CCO to undertake the Services and CCO agrees to provide the Services in accordance with the Terms & Conditions of Engagement.
- 2.2 CCO shall provide the Services with all reasonable professional skill and care.
- 2.3 The liability of CCO for its own acts and omissions whether in contract or in tort or otherwise for any loss, injury or damage sustained shall be limited in each of the following respect:
  - 2.3.1 CCO shall not in any event be liable for more than CCO’s just and equitable proportionate share of the loss, injury or damage assuming that all other professionals/consultants/specialists (either directly or sub-appointed) who are responsible are equally obliged to exercise reasonable professional skill and care and that they have been appointed on terms no less onerous and shall be deemed to have paid to the client their just and equitable proportionate share of the liability.
  - 2.3.2 CCO shall not in any event be liable unless proceedings by way of court action or arbitration or alternative dispute resolution have been commenced within six years from completion of the Services.
  - 2.3.3 Subject to para.2.5 the maximum liability of CCO shall be limited to £1 Million in total for all claims arising in connection with the Services.
  - 2.3.4 No liability shall attach to CCO either in contract or in tort or otherwise for loss, injury or damage sustained as a result of any defect in any material or the act, omission or insolvency of any party other than CCO and CCO shall not be liable to indemnify the Client in respect of any claim made against the Client for any such loss, injury or damage.
- 2.4 The Client will not be entitled to recover, and hereby disclaims and waives any right that it may otherwise have to recover lost profit or revenues or indirect or consequential loss or damage as a result of any breach (including without limitation or negligence) by CCO or its obligations in respect of the Services.
- 2.5 Nothing in the Terms of Engagement shall exclude or restrict CCO’s liability:
  - 2.5.1 for death or personal injury resulting from CCO’s negligence
  - or
  - 2.5.2 for fraud, illegal or unlawful acts



- 2.6 The duties and responsibilities owed to the Client in respect of the Services are solely and exclusively those of CCO and no employee or partner of CCO (whether or not a member of Christo & Co) shall owe the client any personal duty of care or be liable to the Client for any loss or damage howsoever arising as a consequence of the acts or omission or such employee or partner (including any negligent acts or omissions) save and to the extent the such loss or damage is caused by the fraud, dishonesty, wilful misconduct or unauthorised conduct on the part of such employee or partner. The client will therefore not bring any claim personally against any individual employee or partner of CCO (other than in respect of those liabilities caused by fraud, dishonesty, wilful conduct or unauthorised conduct on the part of such employee or partner.). The terms of this paragraph will limit or exclude the liability of CCO for the acts or omissions of its employees or partners.
- 2.7 If at any time any provisions contained in the Terms of Engagement is or becomes illegal, invalid or enforceable in any respect, it will not affect or impair the legality, validity or enforceability of any other provision maintained in the Terms of Engagement.
3. PAYMENT OF PROFESSIONAL FEES
- 3.1 The Client undertakes to pay the Fee to CCO for the performance of the Services in accordance with the Terms of Engagement and at the rate set out in the Letter of Engagement (and any specific stage payment schedules).
- 3.2 CCO shall issue an invoice for the Services (or part thereof) and this will be payable by the Client within 14 days of the date of issue of the invoice.
- 3.3 CCO reserves the right to charge the Client interest (both before and after any Judgement) on any unpaid invoices at the rate of 15% per annum from the date which is 14 days after the date of the invoice until payment is made, or at the sole election of CCO, interest due under the late Payment of Commercial Debts (Interest) Act 1998.
- 3.4 Where the fee is subject to the addition of expenses and disbursement these shall be payable by the Client as invoiced and at the rates indicated by CCO.
- 3.5 The fee shall be subject to the addition of Valued Added Tax applicable at the time of the invoice
4. COMMENCEMENT AND TERMINATION
- 4.1 The commencement of instructions under the terms of Engagement will be 3 working days from the date the Letter of Engagement is received by CCO.
- 4.2 Either the Client or CCO may terminate the CCO appointment by giving 28 days' notice in writing to the other party or immediately in the event of either party having a receiver, administrative receiver or administrator appointed overall or any part of its assets or undertaking or if either party passes a resolution to wind up or has a liquidator appointed or, in the case of an individual, is adjudged bankrupt.
- 4.3 In the event of termination of instructions for whatever reason, the Client shall pay all fees reasonably due to CCO on receipt of an invoice.
- 4.4 The termination of instructions under the Terms of Engagement will not affect the rights of either party that have accrued to the date of termination.
5. COPYRIGHT
- 5.1 The copyright in the Report and other documents produced by CCO in connection with the Services (the "Proprietary Material") shall remain vested in CCO, but the Client shall have an irrevocable royalty-free and non-exclusive licence to copy and use such drawing and other documents and to reproduce the designs contained in them for any purpose related to the Services, including but without limitation the construction, reconstruction, completion, letting promotion, management, sale, advertisement, reinstatement, repair, alteration, modification, extensions and use of the property. Such licences shall carry the right to grant sub-licences and this licence and such sub-licences shall be transferable to third parties. CCO shall not be liable for any use of the Proprietary Material for any purpose other than that for which the same was prepared and provided by CCO.
6. CONFIDENTIALITY
- 6.1 The Report and Services provided to the Client will be treated by CCO in confidence and CCO will take reasonable steps to keep such matters confidential as may be required by the Client in writing save for such information which:
- 6.1.1 is now or hereafter becomes available in the public domain other than through the fault of CCO or any of its partners, employees, sub-contractors or advisors.
- 6.1.2 is already or becomes known to CCO or any of its partners, employees, sub-contractors or advisors at the time of its disclosure.
- 6.1.3 is required by law by any court of competent jurisdiction, or by a governmental or regulatory authority, or where there is a legal duty or requirement to disclose.



## 7. THIRD PARTY

- 7.1 The reports are supplied to the Client for the strict and limited purpose as intended and all information within the Report may only be used by the Client. No liability whatsoever is offered to any third party without the express written consent of CCO.
- 7.2 Except as set out in para.2.6, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Terms of Engagement.

## 8. ASSIGNMENT

- 8.1 Neither party may assign any of their respective rights or obligations under the Terms of Engagement to any third party without the prior written consent of the other party.

## 9. GOVERNING LAW

- 9.1 The Terms of Engagement shall be governed by and construed and interpreted in accordance with the law of England and Wales and the parties agree that all matters arising out of or in connection with these Terms of Engagement shall be determined by the High Court of Justice in England and the parties hereby submit to the exclusive jurisdiction of the Court for such purposes.

## 10. COMPLAINTS PROCEDURE

- 10.1 CCO has a formal complaints procedure in accordance with the requirements of The Royal Institution of Chartered Surveyors. A copy is available upon request to CCO.

## 11. DEFINITIONS OF AGENCY INVOLVEMENT

Christo & Co is required by the Estate Agents Act 1979 and subsequent regulations to define its agency involvement with a client's property. One of the following alternatives will apply as stated in the letter of engagement:

- 11.1 "Sole/Joint Sole Letting/Selling Rights" means the Client will be liable to pay remuneration to CCO, in addition to any other costs or charges agreed, in each of the following circumstances:
- 11.1.1 If unconditional contracts for the sale/letting of the property (or conditional contracts that subsequently become unconditional) are exchanged in the period during which CCO has sole selling/letting rights, even if the purchaser/tenant was not found by CCO but by another agent or by any other person, including the Client;
- 11.1.2 If unconditional contracts for the sale/letting of the Property (or conditional contracts that subsequently become unconditional) are exchanged after the expiry of the period during which CCO has sole selling/letting rights but to a purchaser/tenant who was introduced to the Client during that period by CCO or another agent or by any other person, including by way of the client's own actions, or with whom CCO had negotiations about the Property during that period.
- 11.1.3 Multi Agency
- Where we act as a multiple agent, we will act in common but not in conjunction with other Estate Agents, intermediaries or individuals. If a sale or letting results following an introduction by Christo & Co in accordance with our terms of business, commission will be payable in full regardless of any claim made by any other parties.
- You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, or at any time unconditional contracts for the sale/letting of the property are exchanged with a purchaser/tenant introduced by us during the period of our instruction or with whom we had negotiations about the property during that period.
- 11.2 In the event that occupation of the Property takes place by a prospective purchaser/tenant prior to the prospective been entitled to as if the anticipated transaction had proceeded so as to render the Client liable to pay the full remuneration will be due and payable by the Client on the date of occupation or exchange, whichever is the earlier, and the balance will be payable by the client on completion of the sale or lease or 3 months from occupation, whichever is the earlier.
- 11.3 Where CCO are instructed and/or effect a pre-sale or a pre-let such as in the case of an agreement to lease or a conditional contract for sale or in any other circumstances where completion is delayed or is to be delayed for more than one month following exchange 50% of the fee to which CCO would have been entitled to if the anticipated transaction had proceeded so as to render the Client liable to pay the full remuneration will be due and payable by the client on exchange of contracts for sale or agreement to lease and the balance will be due and payable by the Client on completion of the sale or lease or on the prospective purchaser or tenant taking occupation of the Property, or on the completion of any building works under the terms of any lease, agreement for lease or sale or other agreement, whichever is the earlier.





- 11.4 The Client confirms that as at the date of the Letter of Engagement there is no prospective purchaser or tenant from any source who has expressed an interest in acquiring or leasing the Property.
- 11.5 Where CCO is instructed (whether expressly or implied) to dispose of a property belonging to the Client's subsidiary, or (the "Associated Party"), or if any such property is disposed of by an Associated Party, the Client will nevertheless be liable associate or another company within the same group or in any partnership or joint venture or association with the Client to pay any fees and expenses due to CCO.
- 11.6 In the event of CCO's instructions being terminated by the Client for any reason whatsoever the Client will be liable to pay a remuneration to CCO equal the fee to which CCO would have been entitled to as if the anticipated transaction had proceeded so as to render the Client liable to pay the full remuneration in addition to any costs or charges provided for if a Ready, Willing and Able purchaser/tenant has been introduced by CCO before the termination of the appointment including the period before the expiry of any period whilst CCO are under notice of the client's desire to terminate the appointment. A purchaser/tenant is a "Ready, Willing and Able" purchaser /tenant if he is prepared and is able to exchange unconditional contracts (or conditional contracts that subsequently become unconditional) for the purchase/letting of the Property. The Client will be liable to pay remuneration to CCO in addition to any other costs or charges agreed, if such a purchaser/tenant is introduced by CCO in accordance with the Client's instructions and this must be paid even if the Client subsequently withdraws and unconditional contracts for sale/letting of the Property are not exchanged, irrespective of the Client's reasons.
- 11.7 In the event of CCO's instructions being terminated by the Client for any reason whatsoever, before the expiry of 6 months from the date of the Letter of Engagement, CCO shall be entitled to charge the Client an abortive fee calculated on a time cost basis, or, at the sole election of CCO a fee equivalent to 50% of the Fee to which would have been entitled to as if the anticipated transaction had proceeded so as to render the Client liable to pay the full remuneration in addition to any other costs or charges provided for in the Terms of Engagement.
12. **ADDITIONAL CHARGES**
- 12.1 In addition to the Fee the Client shall pay CCO:
- 12.1.1 All agreed marketing expenses in advance, which are to be incurred in accordance with the Client's instructions.
- 12.1.2 VAT where applicable on all other amounts due from the Client to CCO.
- 12.1.3 All reasonable out of pocket expenses incurred by CCO in carrying out the instruction as more fully set out in the "Schedule of standard charges for recovering out of pocket expenses additional to agency fees and authorised marketing expenses" accompanying the Terms of Engagement. Such out of pocket expenses shall be payable by the Client whether or not the anticipated transaction which is the subject of the Client's instruction is completed. CCO will be entitled to bill out of pocket expenses on a monthly basis.
13. **MARKETING**
- 13.1 CCO will provide estimates of all marketing costs for which the Client will be liable and will obtain confirmation from the Client before incurring each expenditure.
- 13.2 CCO will be entitled to received and retain the usual commissions and discounts on any orders for goods and services placed on the Client's behalf.
- 13.3 Accounts for marketing costs may be submitted at the same time as such are incurred but usually within 28 days.
- 13.4 As part of CCO's marketing services, CCO may offer, without obligation estate agency or professional services to any prospective purchaser or lessee including CCO's services regarding the sale of letting of a prospective purchasers or tenants existing property.
14. **CLIENT'S WARRANTY & INDEMNITY**
- 14.1 The Property Misdescription Act 1991 makes it an offence to make a false or misleading statement about a property in certain circumstances and the Client undertakes to CCO to check and verify, insofar as is reasonable for the Client to do so, all marketing materials sent to the Client for approval and to notify CCO without delay of any matter contained therein that is or thereafter becomes inaccurate or misleading.
- 14.2 The Client hereby represents and undertakes to CCO that all information provided by the Client and/or his professional advisers regarding the property is complete and correct, that there are no other material facts know to the Client relating to the Property which may be relevant to CCO in carrying out its instructions and the Client hereby undertakes to indemnify CCO and to keep CCO indemnified against all losses, damages, costs and expenses, including legal fees on a solicitor and own clients basis, arising out of or by virtue of the Client's instructions to CCO and including all losses arising from the Client's failure to provide or check information given to CCO or information otherwise verified by the Client, as referred to in para.14.1 above, other than any losses, damages, costs and expenses arising by virtue of the default or of CCO.
15. **LIMITATION**
- 15.1 Unless otherwise agreed between the Client and CCO, CCO shall further be entitled to assume that:



- 15.1.1 Information provided as to ownership of the Property is complete and correct, and the encumbrances or unduly onerous or unusual easements, covenants, restrictions, outgoings or conditions attached to the Property which may affect the marketability of the Property which are specifically notified to CCO in writing by or on behalf of the Client).
- 15.1.2 The property complies with all relevant statutory requirements (including but not limited to byelaws, fire and health and safety at work regulations).
- 15.1.3 The property has been constructed and is occupied in accordance with the valid planning and building regulations approval.
- 15.1.4 The property is not contaminated.
- 15.2 Unless otherwise agreed with the Client, CCO shall not be responsible for making any structural survey or physical inspection of the Property nor for testing any services to the property or for investigating the possibility of the existence of contamination nor for instigating local search or other enquiries of local or any other authorities or investigation of the title regarding the Property which will be the Client's sole responsibility.
- 15.3 Unless otherwise agreed with the Client, CCO shall have no management role or responsibility in relation to the Property which shall be the sole responsibility of the Client. In particular the Client shall be responsible for making such security arrangements for the Property as the Client shall deem appropriate. If specifically instructed in writing by the Client, CCO may be able to organise security and management of the Property but without obligation to do so.
- 15.4 Any information provided by CCO regarding a potential asking price or rent does not represent a formal or accurate opinion of value and may not be relied upon by the Client or any other party as an indication of the valuation of the Property.
- 15.5 The Estate Agents Act 1979 requires CCO to inform any prospective purchaser/lessee of any connected business or family relationship which the Client may have with CCO, any of CCO's employees, or any associated company. CCO will undertake independent checks, but the Client is required to inform CCO in writing immediately if the Client is aware that any such relationship exists.
- 15.6 Unless otherwise agreed in writing between the Client and CCO, title deeds and other legal documents will not be read by CCO. In any event any advice, approval or representation made by CCO or any person on behalf of CCO regarding the legal meaning or effect of any title deeds or other legal documents (draft or final version) will not be relied on by the Client and such advice will be limited to estate agency matters and will not constitute advice regarding legal interpretation or drafting issue which will at all times remain a matter for the Client's solicitors whether or not any advice, approval or representation is given by CCO.
- 15.7 CCO will not be liable for any acts or defaults committed by any other agent where CCO is instructed on a joint agency basis.
- 15.8 If CCO holds keys to the Property, CCO may loan these to prospective purchasers or tenants (unless the Client instructs CCO in writing to the contrary), and while CCO will exercise reasonable care when loaning keys, CCO has no liability arising from the actions of any third parties.



## OUT OF POCKET EXPENSES LIST

EXPENSES	EXENSES DESCRIPTION	CHARGE
Binding	Binder	£ 2.00
CAD Plots	A0	£10.00
CAD Plots	A1	£ 8.00
CAD Plots	A2	£ 6.00
CAD Plots	A3	£ 5.00
CAD Plots	A4	£ 5.00
Company Information	ICC	£30.00
Company Information	Other	£ 0.00
Key Cutting	Keys	@ cost
Maps	Promap A4 1:1250 or 1:123500	£30.00
Maps	Promap - CAD	@ cost
Messengers or Couriers	Messengers/Couriers	@ cost
Mileage	Miles	£ 0.75
Photocopying	Colour A3/A4	£ 1.50
Photocopying	B & W A1/A2	£ 1.00
Photocopying	Dyeline A1/A2	£ 1.00
Photocopying	B & W A3/A4	£ 0.25
Photocopying	A0	£ 2.00
Photocopying	A1	£ 2.00
Photography	Roll of Film	£ 2.00
Photography	Film/Developing 12 exp	£ 8.00
Photography	Film/Developing 24 exp	£ 14.00
Photography	Film/Developing 36 exp	£ 16.00
Photography	Prints 127mm x 89mm (5" x 3.5") per print	£ 0.60
Photography	Prints 152mm x 100mm (6" x 4") per print	£ 0.60
Planning Enquiries	Planning Enquiries	@ cost
Press Searches	Press Searches	@ cost
Property Focus Searches	Town Focus	£ 15.00
Property Focus Searches	0-29 Properties	£ 20.00
Property Focus Searches	For each 10 additional property searches add £4 as shown below: 30-39 properties = £24 40-49 properties = £28	£ 4.00
Publications & Reference Material	Reference Material	@ cost
RICS	RICS Application Fee	£300.00
Stationery	CCO Notepaper and Continuation Sheets per 100	£ 3.50
Stationery	Compliment Slips per 100	
Stationery	Envelopes Window	£ 0.10
Train, Plane, Hotel, Taxi Fares etc		@ cost