

**Hardcastle Rural Surveyors Ltd**  
**Standard Terms of Business**  
**Effective from 17<sup>th</sup> February 2024**

**Hardcastle**  
**Rural Surveyors**

**1. General**

- a. These Standard Terms of Business ('Terms') should be read in conjunction with any relevant Letter of Engagement ('Letter') or any letter varying the terms ('Letter of Variation') agreed between the parties.
- b. Hardcastle Rural Surveyors Ltd ('HRS Ltd') provides property and surveying services and is registered under company number 13240378 and whose registered address is The Manse, Main Street, Kirkby Malzeard, Ripon, N Yorkshire HG4 3RS. This document may refer to HRS Ltd as 'We', 'Us' or 'Our'.
- c. The client ('Client') means the individual or organisation employing the services of HRS Ltd as set out in the Letter. In this document We may refer to the client as 'You' or 'Your'.
- d. The 'Agreement' comprises of the following documents: The Letter, these Terms, any Letter of Variation. In the event of any conflict between these documents they will take preference in the following order: Letter of Variation, Letter, these Terms.
- e. HRS Ltd reserve the right to revise these Terms at any time without notice. In such event any revised terms will form part of the Agreement with immediate effect and supersede any previous versions of these Terms.

**2. Acceptance & Termination**

- a. The Agreement is deemed to have been accepted by the Client unless the Client notifies HRS Ltd in writing within 7 days of receipt of the Letter.
- b. By accepting this Agreement the Client confirms that they have due authority on behalf of the individual, organisation, company, partnership or other such legal entity to do so and HRS Ltd will rely upon any information provided by the Client.
- c. Acceptance of this Agreement is normally requested in writing however We may accept verbal instructions at Our discretion.
- d. You may terminate instructions to act under the Agreement at any time, giving reasonable notice in writing with payment in full of all outstanding accounts and on paying for any unbilled work in progress. The Agreement will continue in full force until the aforementioned are settled in full.

**3. Our Services**

- a. The Services provided by HRS Ltd are set out in the Letter of instruction and any subsequent Letter of Variation provided by Us to the Client. If You disagrees with any part of the Letter or Letter of Variation You must notify HRS Ltd as soon as practical.
- b. Both HRS Ltd and the Client may request a variation to the Agreement at any time, but this must be agreed in writing and confirmed in a Letter of Variation before being binding and may be subject to additional fees or other conditions.
- c. All services (Services) provided under this Agreement shall be provided by HRS Ltd, their directors, employees, nominee, sub-contractors, consultants as they deem appropriate to comply with the Agreement.
- d. We shall endeavour to provide the Services in a timely manner to meet your planned timescales however this may not always be possible, should this be the case we will make best efforts to fulfil the instructions as soon as practical.

**4. Charges & Payment Terms**

- a. HRS Ltd's 'Charges' for providing the Services will be set out in the Letter and any subsequent Letter of Variation. If no basis for charges is confirmed our 'Standard Charges' set out in these Terms shall apply
- b. VAT is payable on our Charges or Standard Charges or other such sums as are due to HRS Ltd at the prevailing rate, unless agreed in writing with Us.
- c. Charges will be incurred for any time spent by Us on such matters as attending meetings, site inspections, hearings, telephone calls, emails, video calls, writing and receiving letters, document & report preparation, dealing with documents, research & traveling in connection with the Services.
- d. Our Standard Charges are based on the following rates, but may be varied in the Letter of Instruction or a Letter of Variation as appropriate for the Service:

Professional Services charged on hourly rates:

- Valuations, Disputes & Complex Tenancy Matters (inc. successions, arbitrations & disputes) £150/hour plus vat
- Tenancy Advice & Agreement, Planning and Compensation work £135/hour plus vat
- Farm Business Consultancy & Advice (inc. SFI, CSS & ELMS, Grants and farm advice) £120/hour plus vat

Agency & Acquisition Services

Property Sales, Search and Acquisition advice, both public & private:

On sales up to £50,000	A fixed fee of £1,000 plus vat
On sales up to £100,000	1.75% of the sale price plus vat
On sales up to £250,000	1.5% of the sale price plus vat
On sales up to £500,000	1.25% of the sale price plus vat
On sales up to £1,000,000	1 % of the sale price plus vat

Disbursements & Out of Pocket Expenses

Traveling	£0.50 per mile plus vat
OS Maps A4 plans (purchase of base plan)	£50 plus vat
OS Maps A3 plans (purchase of base plan)	£100 plus vat
OS Maps A2 plans (purchase of base plan)	£200 plus vat
OS Maps Time Charge	£120/hour plus vat
Photocopying, Telephone calls, Postage	5% of the total fees

- e. HRS Ltd will be happy to provide an estimate of Our Charges at the commencement or at any point during the Agreement. You may request a cap on Our Charges at the commencement of the Agreement, if no cap is agreed, no limit will apply.
- f. If payment of all or part of HRS Ltd's Charges are to be met by a third party (such as in compulsory purchase schemes or where contributions are made by other bodies) We shall be entitled to receive such sums plus any statutory interest direct from the third party.
- g. HRS Ltd reserve the right to include in Our Charges for such out of pocket expenses as may reasonably be incurred in providing the Service. These may include traveling time & mileage, mapping & plan costs, Land Registry fees, photography, press advertisements, marketing and postage and such other reasonable expenses as HRS Ltd deem appropriate for the level of Service provided.
- h. Invoicing will normally be undertaken once the Service has been provided, however in certain circumstances it may be appropriate to raise regular interim accounts for work undertaken or to request payment on account for planned work. HRS Ltd reserve the right to raise invoices in a manner it feels appropriate for the Service being provided.
- i. In respect of agency instructions, HRS Ltd charges become payable upon a purchaser being introduced to the subject property, either by Us or another party or agent, during the term of this Agreement, who subsequently enters into a binding contract to purchase the property.
- j. In respect to acquisition instructions, HRS Ltd charges become payable upon the Client entering into a binding contract to purchase the subject property, whether the terms of which are negotiated by Us or another party.

- k. Payment of invoices is due within 14 days from the date of issue. HRS Ltd reserve the right to charge interest on any unpaid amount at a rate of 8% above the Bank of England base rate.
- l. If the Client disputes the quantum of an invoice they should immediately notify HRS Ltd of their dispute in writing. The Client agrees to settle any part of the invoice which is not in dispute within 14 days from the date of invoice. HRS Ltd will communicate with the client in respect of the disputed sum with the aim of reaching agreement. Any concern over the provision of the Service by HRS Ltd should be dealt with under Part 5 below.
- m. In respect of any outstanding account beyond 14 days, HRS Ltd reserve the right to employ a debt collection agency to recover the outstanding sum. In this event the Client will be charged for all costs incurred in recovering the debt including any legal costs, administrative costs and court costs incurred.
- n. Where the Client is more than one individual or legal entity, all individuals and legal entities will be jointly and severally liable for the fees and charges under the terms of this agreement, regardless of any agreement between them as to splits or contributions.
- 5. Customer Complaints & Satisfaction**
- a. HRS Ltd aim to provide a professional service to each and every client. In the event that an instruction does not provide the Service which the Client expects we would be pleased to receive feedback on this to prevent an occurrence and to help us improve our service to you and others in the future.
- b. If you are dissatisfied with any part of the service please contact our office to notify us of the matter. A copy of our Complaints Handling Procedure is available upon request.
- 6. Client Files & Confidentiality**
- a. In order to meet requirements of our regulatory bodies and professional indemnity insurance cover, all client files and data supplied to us will remain the property of HRS Ltd. This data will be retained for a minimum of 6 years. Should a Client provide a written request for their data we will provide either an electronic copy or a photocopy of the whole or part of the file provided there are no outstanding accounts and subject to reasonable administrative and copying expenses in arranging for the copying and delivery of these files.
- b. HRS Ltd will not, both during our Agreement or thereafter, unless obliged to under law, disclose to any person, other than to Our Insurers, the Client, and other professional advisers, or use any confidential information which has been provided to us, or may have come into our possession during the course of Our Agreement with the Client, which relates to the Client, the Service provided or the Agreement, without the prior written consent of the Client. This restriction shall continue to apply unless and until such confidential information comes into the public domain through no fault of HRS Ltd.
- c. HRS Ltd will be under no obligation to retain data or information beyond a term of 6 years from completion of the Agreement. HRS Ltd may destroy historic files, documents and data at its discretion at any time.
- 7. Compliance & Regulation**
- a. HRS Ltd have policies in place in respect of anti-money laundering, data protection, anti-bribery, equality and Health & Safety and such other regulatory requirements as are appropriate for the industry in which it practices. Details of these may be available upon request.
- b. HRS Ltd is regulated by the Royal Institution of Chartered Surveyors (RICS) and may be subject to monitoring and inspections to ensure compliance with the RICS Conduct & Disciplinary Regulations. We may be required to disclose information about You, Our Agreement with You and the Service provided to You to the RICS or to other third parties under UK law. HRS Ltd cannot be held responsible for any such disclosures.
- c. Under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, HRS Ltd is required to verify the identification of Clients and some third parties under certain circumstances. In these cases, we will communicate to the Client or third party the requirements to undertake these checks. We may undertake checks of hardcopy or electronic documentation such as passports, drivers licences, bank statement and utilities bills or such other documents as we deem appropriate. We may also undertake electronic checks including search of Companies House records, Land Registry searches and use of electronic verification services. Copies of these documentation and results of online searches will be retained for a minimum of 5 years by HRS Ltd.
- d. HRS Ltd is not registered with HMRC to accept any cash payments of €15,000 or more, we will therefore not accept such cash payments.
- e. HRS Ltd have a legal obligation to report any suspicion of attempt to launder proceeds of crime.
- f. HRS Ltd operate a Health & Safety Policy which will apply to all Services supplied under Our Agreement with You. We reserve the right to undertake additional risk assessments and make amendments to our Health and Safety policy at any time. We may refuse to enter onto a property or inspect parts of a property which we deem unsafe.
- g. HRS Ltd will undertake a conflict of interest check at the commencement of this agreement in accordance with its regulatory requirements. We reserve the right to refuse an instruction or terminate an instruction immediately should a conflict of interest be discovered without disclosing the reasoning.
- 8. Clients' Money**
- a. HRS Ltd operate a dedicated Client Account. All Clients' Money will be held in Hardcastle Rural Client Account, a current account held with NatWest Bank plc 3 Cambridge Crescent, Harrogate HG1 1PE. This is operated in accordance with the RICS regulations. No interest will be paid on balances held within Hardcastle Rural Client Account.
- b. This Agreement provides authority to HRS Ltd to deduct any monies owed by the Client to HRS Ltd from fund held on the Client's behalf within HRS Ltd Client Account. Any deductions will be set out on a statement and a copy provided to the Client.
- 9. Indemnity Insurance**
- a. HRS Ltd will maintain Professional Indemnity Insurance cover for an amount not less than £1,000,000 (one million pounds) for any one claim or series of claims arising out of a single action. Insurance will be maintained for a period of six years from completion of any Service.
- 10. Limitation on Liability**
- a. Any Liability under this agreement is directly with HRS Ltd. No employee, director, consultant or individual of HRS Ltd have a contract directly with the Client. The Client agrees that they will not bring any claim against any such individuals personally in connection with the Service provided under the Agreement.
- b. HRS Ltd's liability in respect of any loss suffered by the Client or any third party as a result of HRS Ltd negligence or breach of contract shall be limited to a fair, just and equitable proportion of your loss, taking account of the responsibility of any third party. HRS Ltd's liability shall not increase due to a shortfall in recovery from any third party.
- c. HRS Ltd's total liability in respect of any loss suffered by the Client or any third party as a result of HRS Ltd negligence or breach of contract or breach of statutory duty (except for those liabilities which cannot legally be limited) shall be limited to £250,000 (two hundred and fifty thousand pounds).
- d. Where the Client provides HRS Ltd with express or implied authority to act in the capacity as an Agent for the Client, HRS Ltd will be entitled to an indemnity from the Client in respect of any claims made against HRS Ltd by any third party for any loss, damage, injury or legal or other expense incurred from the carrying out of the Client's instructions.
- e. Where HRS Ltd act on a joint instruction, HRS Ltd will not be liable for any breach, act or failure to act by the joint agent/joint party and our liability will be limited to matters resulting from our direct actions or inactions only.
- f. All advice, guidance, direction and recommendations provided by HRS Ltd, its directors, employees, nominee, sub-contractors and consultants is given in good faith and in view of such professional knowledge and understanding of the industry and area of expertise relevant to the service. No liability is taken by Us for any alteration to any law, government or other support schemes, regulations, requirements, best practice guidance or other such requirements which supersede our advice, which are not commonly known or which have not been widely publicised at the time of our provision of our advice. Clients seeking to make significant business decisions, alterations, transactions or transfers relying on our advice should confirm with Us any impact this may have before acting upon our advice.
- 11. Exceptional Circumstances**
- a. HRS Ltd shall not become liable for any loss resulting from a delay or failure to perform any obligation or delay or failure to provide any Service under this Agreement if that failure or delay is due to unexpected circumstances, events, natural disasters, pandemics, serious health events, death or bereavement outside of HRS Ltd's control.

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