

## Condition Assessment Report

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Hall Barns Farm  
Stonyhurst  
Clitheroe  
Lancashire  
BB7 9PT

On behalf of Stonyhurst Estates

Ref: DR/J0041627

14 December 2020



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## **1.0 Introduction**

### **1.1 Scope of Instructions**

In accordance with the conditions of engagement appended to this report, we have carried out a condition assessment survey of an existing lean-to roof structure to the existing south west facing annex to a Grade II listed Barn building at Hall Barns Farm.

The main body of the report deals with the condition of the existing roof, as well as a brief commentary on the main adjoining Barn building.

Our instructions are to inspect and advise on the condition of the existing lean-to roof to the south-west annex/outshut of the above property, to provide a condition assessment report.

This report is based on the condition of the property at the time of our inspection and no liability can be accepted for any deterioration in its condition after this date.

We have assumed that, during our inspection, no deleterious or hazardous materials and techniques have been used and inspection of those parts of the property that cannot reasonably be seen would not reveal any material deficiencies or defects.

### **1.2 Property Address**

Hall Barns Farm  
Stonyhurst  
Clitheroe  
Lancashire  
BB7 9PT

### **1.3 Client's Name and Address**

The Stonyhurst Estate  
C/O Carter Jonas  
Regent House  
13-15 Albert Street  
Harrogate  
HG1 1JX

### **1.4 Date of Inspection**

Our inspection was carried out on Tuesday 24 November 2020.

### **1.5 Weather**

The weather at the time of our inspection was overcast with light rain and the temperature was circa 7° C.

## 1.6 Limitations of our Inspection

Our instruction primarily focuses on the existing lean-to roof structure to the single storey annexe adjoining the main barn along the south-west elevation. However, we have also provided general comments and comparisons with the main barn and the corresponding lean-to annex building to the north-east elevation.

An inspection of the existing mono pitch roof was undertaken from the external ground level. Cattle were grazing inside and around the main barn building which restricted access at the time of our inspection. Internal access was restricted to the northern half of the lean-to annex building along the south west elevation.

A pair of timber vehicle access doors to the south west outshut were securely closed with a timber brace across the inside face of the doors at the time of our inspection. The single timber personnel door to the south end of the elevation was binding on the floor and could not be operated. A limited inspection of the south half of the lean-to barn annex was only possible via an external window opening along the south east gable.

We could not inspect the existing below ground foundations, so we are unable to comment on the load bearing capacities of the structure in relation to any potential future repairs of the property. We recommend that further site investigations are necessary to determine the existing load bearing capacities of the existing ground and foundations.

For the avoidance of doubt, the condition assessment report herein carried out on the property is **not an asbestos survey**. Where we suspect asbestos may be present in the construction, we will have drawn your attention to it in this report. However, we cannot confirm or guarantee that asbestos-containing materials (ACMs) do not exist in other parts of the property.

Asbestos can only be identified by chemical analysis and is often hidden behind finishes, or built into the construction and, therefore, very difficult to detect. If you do have any concerns over asbestos within the property, then licenced and approved contractors or consultants should be employed to carry out an identification, testing and subsequent removal of ACMs and you are advised to enter into direct contracts with them, should the need arise.

We cannot rule out the presence of further ACMs, which may be concealed or disguised within the construction and you are advised to undertake an intrusive asbestos refurbishment and demolition survey before carrying out any repair works.

This report is for the private and confidential use of our client detailed above and should not be reproduced in whole or in part, nor relied upon by third parties for any use, without the express written authority of Carter Jonas LLP.

Having carried out our inspection as fully as possible, with due regard to the conditions of engagement (included at Appendix 4), we would comment as follows.

## 2.0 Description of Property

### 2.1 Type and Age

Hall Barns Farm is a working dairy farm, which is part of the Stonyhurst College Estate and the barn roof that we have been instructed to assess is part of a grade II listed building . There is a grade II\* listed building to the north west of Hall Barns Farm with a curved timber cruck frame, which we understand dates back to the 16<sup>th</sup> Century.

We understand from the Heritage Assessment report prepared by FAS Heritage dated April 2010, that the barn building was originally built in the first half of the 18<sup>th</sup> Century. The barn is therefore considered to be of considerable significance.

The southwest outshut is part of the main barn building, which also has another outshut/annex building with a lean-to/mono pitch roof along the opposite north east facing elevation.

The southwest lean-to/outshut annex building was formed with natural sandstone loadbearing external walls and a timber frame mono pitch/lean-to roof structure, with stone slate roof coverings.

A large portion of the south-west facing lean-to annex roof has been removed and we understand that this was for safety reasons.

### 2.2 Accommodation

The main barn building comprises two small single storey lean-to annexe structures, either side of the main barn, which is currently used for cattle storage. The south west lean-to annex structure is shown highlighted in red in the aerial satellite view image of the farm below

We have previously been instructed to prepare a set of existing floor plans and elevations for the building, which can be referred to in Appendix 1 of this report.



## 3.0 Construction and Condition

### 3.1 Construction Principles

The main barn building and outshuts were formed with local natural sandstone load bearing external perimeter walls. The roofs comprised natural stone roof tiles over the main dual pitch roof structure at high level and the lean-to roofs to the single storey annexes at low level. The main dual pitched roof over the larger central barn building appeared to be in good condition.

The mono pitch/lean-to timber roof structure to the south west barn annex, consisted of a series of timber principal rafters with timber purlin beams fixed over the trussed rafters and with common timber rafters fixed to the purlins and wall plate.

A modern membrane underlay material was found between the common rafters and the stone roof tile coverings to the lean-to roofs either side of the section of roof that has been removed. However, there was no roofing membrane underlay to the south western end of the roof and the underside of the stone roof tiles were exposed between the common rafters.

The external roof coverings comprise stone roof tiles nail fixed to the timber counter battens, which are in turn fixed to the common timber rafters. The timber rafters are fixed to the timber purlins and wall plates. The timber wall plates are fixed to the top of the external stone perimeter walls.

A horizontal lead cover flashing was fixed over the top of the external roof tiles at the junction with the roof and the external stone walls to the main barn. There were no external eaves gutters or vertical rainwater pipes to the mono pitch roof at the time of our inspection.

There were three single-glazed rooflights to the southern end of the mono pitch roof. There are four external timber framed window openings along the south west and south east gable elevation. There are a pair of timber vehicle access doors to the centre of the south west outshut and a timber personnel door to the south end of the south west elevation.



*South-east facing gable elevation*



*Missing section of lean-to roof to south-west annex*

### 3.2 Roof Structure and Coverings

At the time of our inspection, there was a missing section of stone tile roof coverings and timber roof structure to the south west outshut, which we understand were previously removed for safety reasons. We therefore assume that the missing section of roof was removed because it was in a poor state of repair and in a potentially dangerous condition.

From our site inspection of the remaining parts of the roof, we found that some of the existing stone roof tile coverings were slipped, loose, missing, cracked, damaged, bowing and sagging in two separate sections to the south half of the roof, above two roof lights [01]. The two damaged sections of roof were located between the pair of vehicle access doors and the timber pedestrian door along the elevation below [02].



[01]



[02]

The stone roof tiles were also found to be in very poor condition towards the southern end of the roof around the third roof light. There were a number of slipped, loose, missing, cracked and damaged roof tiles [03]. As a result of the damaged roof coverings, there were also various holes to the roof, exposing the timber roof structure and interior of the barn to the external elements.



[03]



[04]

There was a heavy build-up of surface soiling and staining to the external stone walls below the roof tiles at eaves level, where gaps and holes to the roof tiles above have allowed surface water run off to discharge directly onto the masonry below [04].

A limited inspection of the south west part of the lean-to roof structure was possible via a small window opening along the south east gable. From this window opening, we found that some timber battens, rafters and purlins to the roof structure, were subject to water staining and saturation, as a result of roof leaks and holes from the loose, damaged and missing roof tiles above [05].



[05]



[06]

A timber rafter was also damaged and split adjacent the southernmost roof light. We noticed that there was no roof membrane underlay to the south west end of the roof structure, with the underside of the stone roof tiles exposed beneath the battens and rafters.

Three principal timber rafters have also been removed from the roof structure section that was removed [06]. A remaining timber principal rafter to the north west end of the roof was left exposed to the elements [07] and was subject to a surface build of algae, wet rot and wood-boring insect attack.



[07]



[08]



[09]



[10]

The timber wall plates were also in poor condition to the exposed section of roof that has been removed. As a result of exposure to the weather the wall plates were subject to wet rot and wood-boring insect attack [09]. To the north-west end of the outshut, the wall plate was detached from the external stone wall

In contrast, the main dual pitch roof to the main barn and the north-east outshut roof appeared to be in reasonably good condition.

## 4.0 Summary of Findings

There are numerous slipped and damaged slates to the roof coverings to the south west outshut, which are causing water ingress, saturation and wet rot to the timber roof structure. The section of roof that has been removed has exposed the remaining timber roof structure to the external elements

Some of the exposed roof timbers are now in poor condition and subject to wet rot and insect attack damage. Roof repair works are urgently required to prevent any further damage to the remaining timber roof structure.

In order to retain as many of the original materials and features as possible, repair works must be carried out to replace the missing section of roof structure and roof coverings as soon as possible.

The repair works must be carried out by appropriately qualified and skilled tradespeople who are experienced in carrying out historic building roof repair and restoration works.

Please see Appendix 2 for the recommended Scope of Works that are now necessary.

## 5.0 Qualifications and Reservations

This report is intended for the sole use of the clients to whom it is addressed and to their immediate advisors. No liability can be accepted in respect of it, or any part, to a third party.

Without any lighting being installed we have used a torch to inspect internal areas where we have been able to access. Some areas were inaccessible due to doors being obstructed or unopenable.

We have not been able to inspect woodwork, cavities, foundations or any other parts of property which were covered, unexposed or inaccessible, nor have we been able to inspect all surfaces of all timbers or other elements of the property. Therefore, we are unable to report that any such part of the property is free from defect or has been properly and adequately constructed.

This report reflects the conditions of various parts of the roof structure at the date of our inspection and it must be accepted that defects can arise between the date of our inspection and subsequent completion and occupation.

We did not specifically test for the presence of any of the known deleterious materials or contaminants and we cannot guarantee that these are not present within the property.



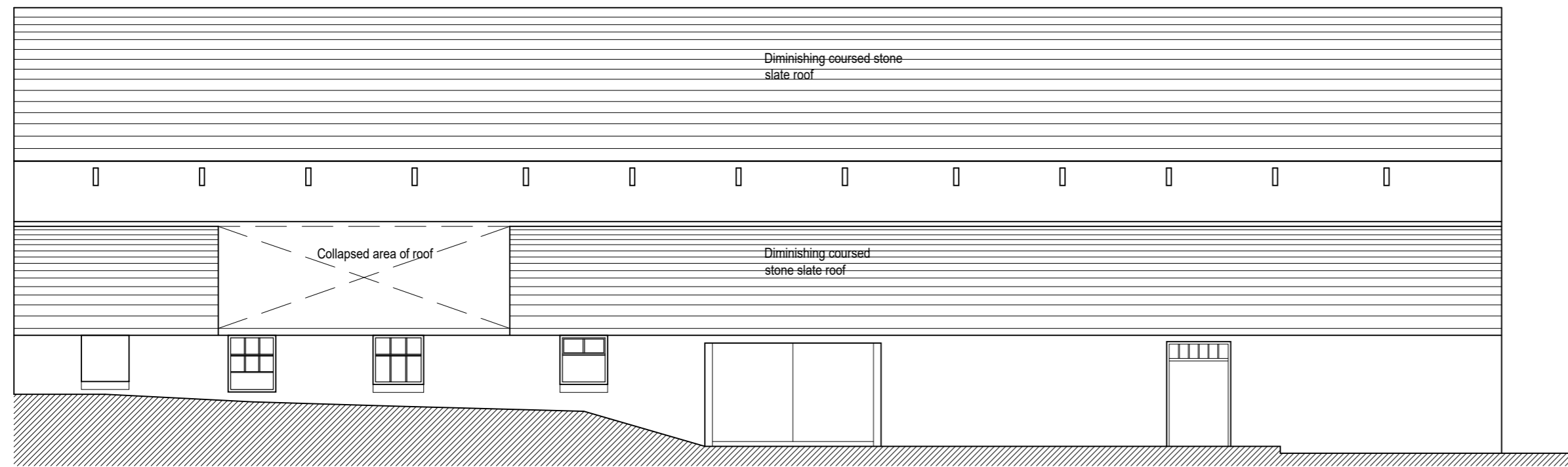
Signed: David Robinson

**MRICS**  
Associate

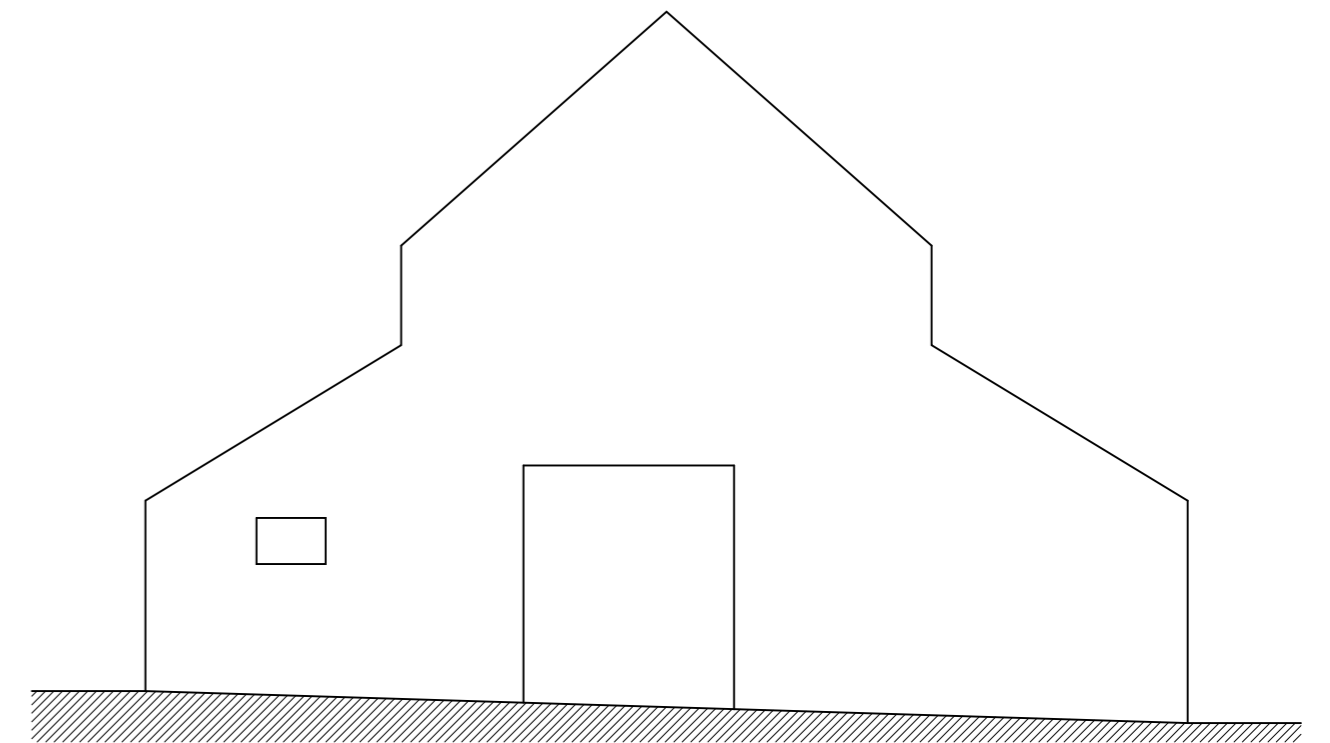
For and on behalf of Carter Jonas LLP

Dated: 14 December 2020

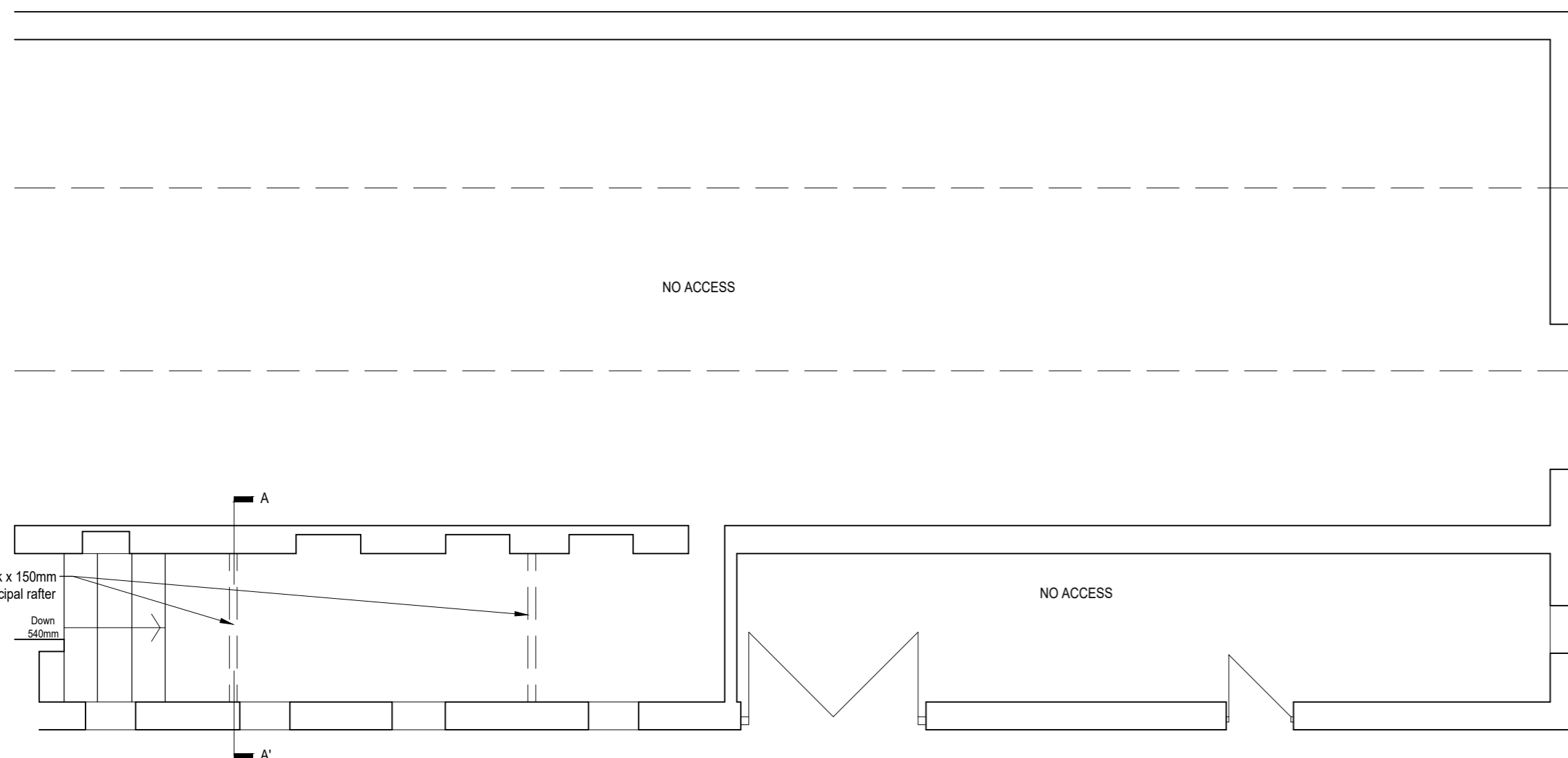
**APPENDIX 1**  
**Drawings**



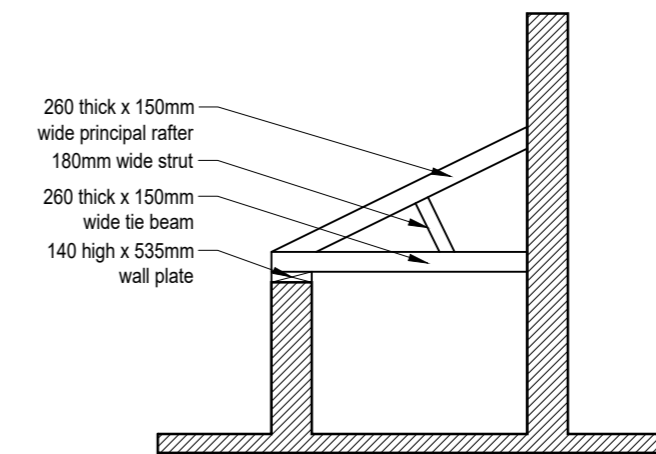
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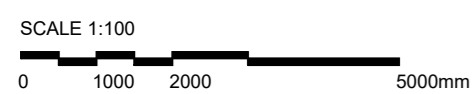
EXISTING SIDE ELEVATION



EXISTING GROUND FLOOR PLAN



EXISTING SECTION A-A'



Revisions

**Carter Jonas**

One Station Square, Cambridge, CB1 2GA  
Tel: 01223 368771  
Web: www.carterjonas.co.uk

Job title:

**HALL BARN FARM  
STONYHURST ESTATE  
CLITHEROE**

Drawing title:

**EXISTING PLAN AND ELEVATIONS  
INDICATIVE SECTION**

Date: **MARCH 2020**

Scale(s): **1:100@A2**

Drawn by: **JH**

Checked by: **IC**

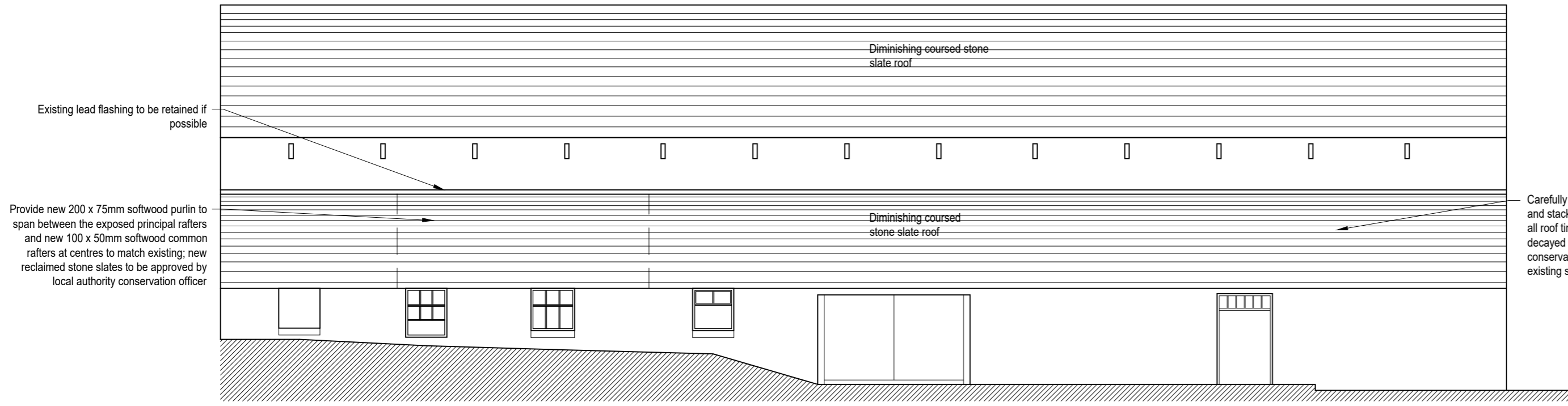
Drawing No:

Rev:

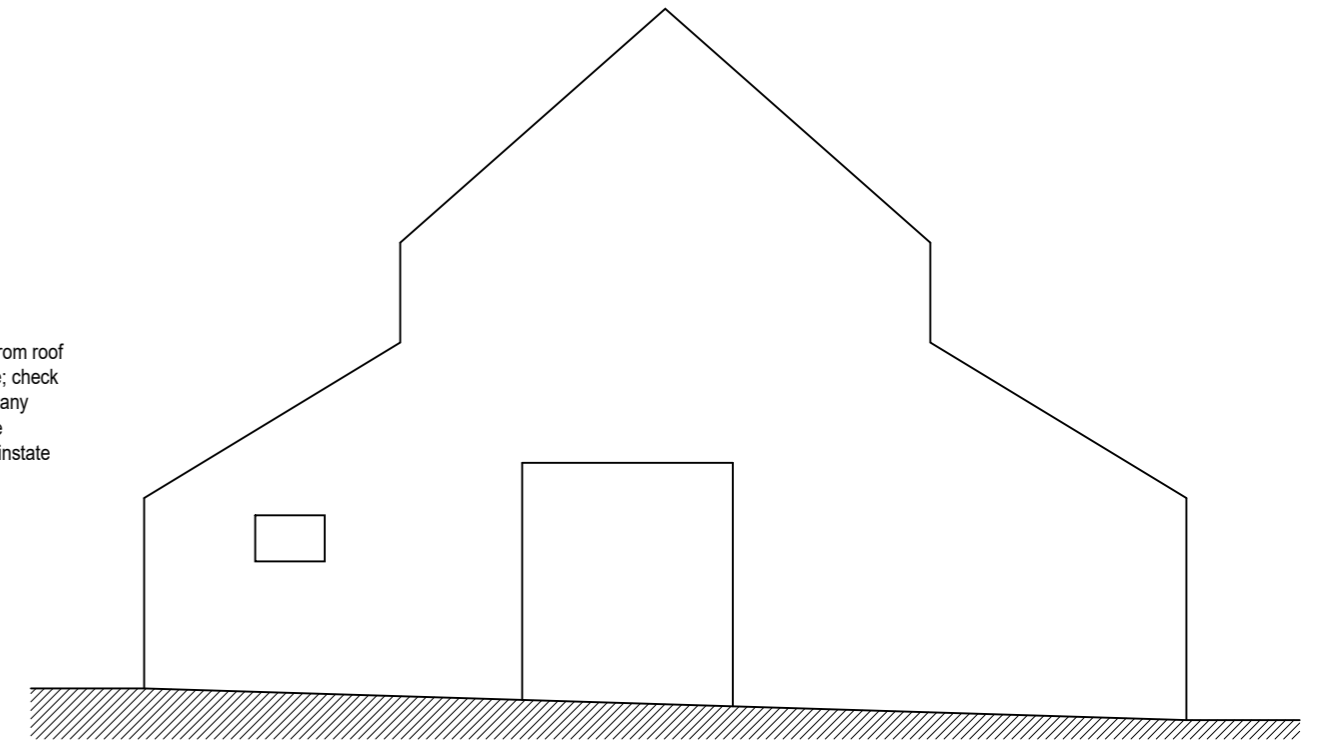
**J0035650[00]01**

Copyright of this drawing is retained by Carter Jonas.  
All dimensions must be checked on site by the Contractor.  
Written dimensions are to take precedence over scaled dimensions.



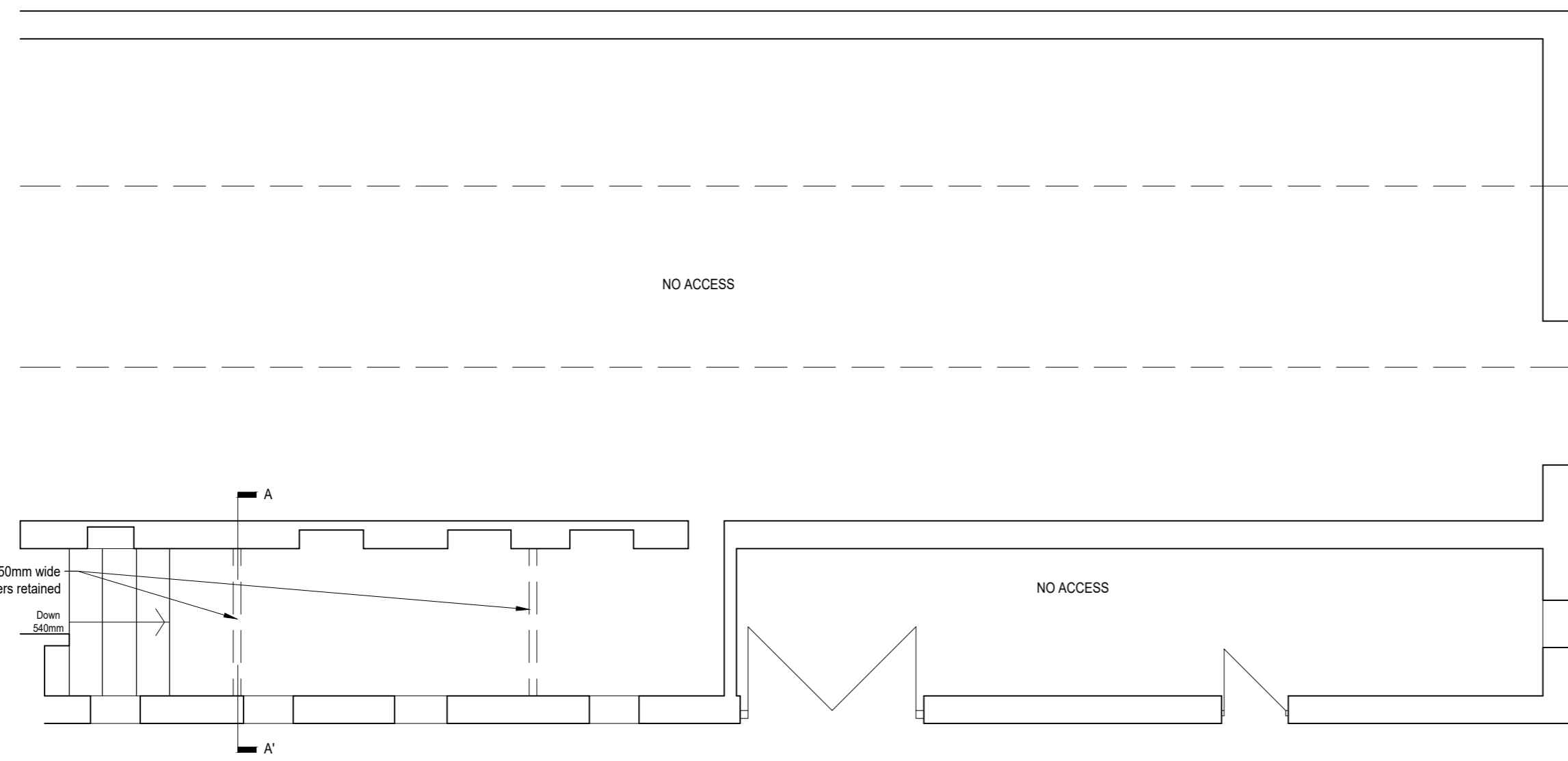


EXISTING FRONT ELEVATION

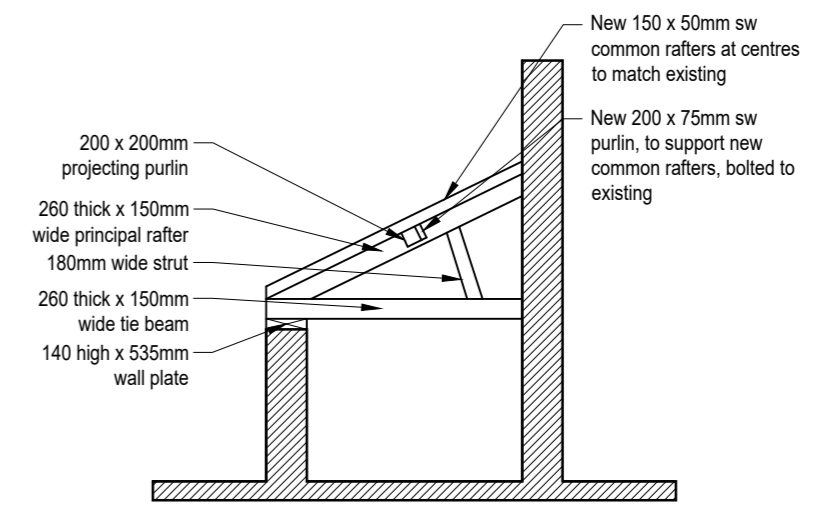


EXISTING SIDE ELEVATION

Carefully remove all stone slates from roof and stack in a safe location on site; check all roof timbers and replace/repair any decayed timbers using appropriate conservation repair techniques; reinstate existing slates on completion



EXISTING GROUND FLOOR PLAN



EXISTING SECTION A-A'

Revisions

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Job title:

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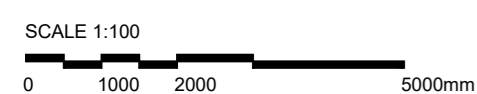
**PROPOSED PLAN AND ELEVATIONS  
INDICATIVE SECTION**

Date: **MARCH 2020** Scale(s): **1:100@A2**

Drawn by: **IC** Checked by: **ME**

Drawing No: \_\_\_\_\_ Rev: \_\_\_\_\_

**J0035650[00]02**



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Written dimensions are to take precedence over scaled dimensions.



**APPENDIX 2  
SCOPE OF WORKS**

## SCOPE OF WORKS

- Carefully strip off all existing natural stone roof tiles and existing timber common rafters to the south west outshut roof. Set aside all existing natural stone roof tiles for later re-use where not damaged. Carefully remove all stone slates from roof and stack in a safe location on site; check all roof timbers and replace/repair any decayed timbers using appropriate conservation repair techniques; reinstate existing slates on completion
- Allow a provisional sum for replacing 30% damaged of existing natural stone roof tiles with new to match.
- Cut out and remove all wet rot affected timber wall plates and replace with new preservative treated timber wall plates to match existing.
- Allow for replacing 4no. principal timber roof trusses and 200x75mm timber purlins to the section of roof that has already been removed with new preservative treated timbers to match the existing.
- Ensure all new replacement roof structure timbers are preservative treated and wrapped in protective polythene damp proof material where fixing the new timbers into the existing masonry walls.
- Apply 2no coats of liquid applied woodworm treatment to all new and existing roof structure timbers
- Provide and fix new 150 x 50mm preservative treated common timber rafters at centres to match existing
- Provide and fix new layer of breathable membrane underlay, between the timber rafters and fixing battens with 25 x 50mm preservative treated counter battens fixed using stainless steel nails
- Re-fix all reusable stone roof tiles and new stone roof tiles to the timber roof structure and timber fixing battens using stainless steel nail fixings. Where additional slates are required these will be sourced from across the Stonyhurst Estate.
- Strip off the existing lead cover flashing at the top of the lean-to roof and replace with a new lead cover flashing with a minimum 100mm vertical upstand and dressed 150mm minimum over the stone roof tiles.
- All leadwork to be carried out in accordance with Lead Sheet Association standard roof upstand details.
- Rake out existing mortar joints to the existing stone wall joints for the new lead cover flashing to a minimum 20 mm deep. Use lead wedges and fix the new lead cover flashing into the stonework wall joints accordingly. Re-point the mortar joint using a suitable cement:lime:sand gauged mortar mix for natural stone.
- Provide and fix new Ogee aluminium rainwater eaves gutters and vertical rainwater pipes factory coated in black finish. Include for replacing new surface water gullies to the rainwater pipes and connect into the existing below ground drainage system.

**APPENDIX 3**  
**Carter Jonas Conditions of Engagement**

# **TERMS OF ENGAGEMENT**

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## Introduction

These Terms of Engagement (“Terms”) should be read in conjunction with any relevant Letter of Engagement (“Letter”) agreed between the parties.

Carter Jonas LLP provides property services. In these Terms “Carter Jonas” “us” “we” or “our” means “Carter Jonas LLP” (company registration number OC304417) and where appropriate, any subsidiary or associated companies of firms whose Registered Office is One Chapel Place, London, W1G 0BG.

“Client” or “you” means the individual or organisation referenced in the Letter.

The “Agreement” comprises the following documents:

the Letter and

these Terms

In the event of any conflict between the clauses in these documents, the order of preference is as follows:

the Letter

these Terms

Acceptance of this Agreement takes place when you countersign the Letter or provide your written confirmation.

It is assumed that whoever instructs Carter Jonas 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 shall be performed by Carter Jonas, or their appointee, only on the basis of this Agreement.

A hard copy of these Terms are available on request.

## 1. Letter of Engagement and variations

Our services ("Services") are detailed in the Letter. If you disagree with any element of the Services, this must be brought to our attention immediately.

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.

No variation of this Agreement is binding unless agreed in writing between authorised representatives of Carter Jonas and the Client.

## 2. Fees and payment terms

Carter Jonas's fees ("Fees") are set out in the Letter. Value added tax ("VAT"), at the prevailing rate, shall be payable on all Fees and any other such sums due to Carter Jonas under this Agreement, unless otherwise stated in the Letter.

The fees and expenses due to Carter Jonas under the terms of this Agreement shall be payable by you. In the event of non-payment of our fees, approved expenses and all other payments due to us will become payable personally by the individual officers, partners or directors of the Client organisation. Any holding group, associated or parent companies / firms of the Client organisation will also be liable for the non-payment of all payments due to us as set out in the Agreement.

Where Carter Jonas receive and act upon an implied instruction, either verbally or by email, all Fees and payment terms set out in the Agreement will apply.

### Disputed debt and late payment

A debt is disputed where you believe that the debt in whole or in part is not owed.

Our invoices clearly state that disputed debts must be notified to us within 14 days of receipt of the invoice by email to [creditcontrol@carterjonas.co.uk](mailto:creditcontrol@carterjonas.co.uk) or in writing to Carter Jonas Credit Control, 43 Priestgate, Peterborough. PE1 1AR.

Carter Jonas reserves the right to charge you interest both before and after any judgment on any unpaid invoice at the rate of 3% per month over the base rate of The Bank of England from the date payment becomes due until payment is made in accordance with the Agreement. Additionally, under the Late Payment of Commercial Debts (Interest) Act 1998 we reserve the right to claim interest and compensation for debt recovery costs on overdue amounts.

Concerns relating to provision of service by Carter Jonas or other related matters should be raised in accordance with the section of this contract titled "Complaints procedure and dispute resolution".

## 3. Payments on account

During the course of 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.

## 4. Expenses and Third Party Services

Our standard expenses will be charged at the rates shown below:

- Photocopying / Telephone calls / Postage - 5% of total fees;
- Mileage - £0.60 per mile.

Where we instruct third party services on your behalf, including independent advisers, 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.

Where a service requires payment in advance, such as a planning application, we will request funds from you to cover this cost before proceeding on your behalf.

## **5. Early termination**

In the event the instruction is terminated early, 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. This does not affect your right to cancel.

## **6. Conflicts of Interest**

Carter Jonas 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.

Carter Jonas and the Client confirm that they are not aware of any personal family or business relationship which exists between the Client, Carter Jonas or any persons/business associated with Carter Jonas that has not otherwise been disclosed. Should you become aware of an actual or potential conflict please bring it to our attention as soon as possible.

## **7. What we expect from you**

You warrant that to the best of your knowledge, all information provided by you and/or your advisors is correct.

You must advise Carter Jonas 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 attaching to the 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.

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 Carter Jonas as soon as you become aware of any inaccuracy or change in circumstances during the Agreement which might affect the accuracy of any statement.

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 the Property. You warrant that that all information provided directly or you or your professional advisors regarding the Property is complete and correct. Furthermore, you confirm that there are no other material facts known to you relating to the Property which may be relevant to Carter Jonas in carrying out the instructions as agreed. Where appropriate, you undertake to indemnify Carter Jonas 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 Carter Jonas arising from misinformation supplied by you.

## **8. Third party information**

Where we supply information to you which has been received from a third party 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. 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.

Where we instruct a third party on your behalf you will be liable to pay their fees directly as stated in clause 4 above.

### **9. Confidentiality**

Both the Client and Carter Jonas shall during the term of this Agreement and thereafter, keep confidential all information (including 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.

Neither you nor Carter Jonas shall use such Confidential Information for any other purpose without the prior written consent of the other or disclose it to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority).

Neither the Client nor Carter Jonas 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.

If you receive a request for information under current UK data protection regulations which impacts, or may potentially impact on, Carter Jonas you must notify us promptly in writing by email to [compliance@carterjonas.co.uk](mailto:compliance@carterjonas.co.uk) and we will agree with you what disclosures are appropriate to ensure that confidential and/or commercially sensitive information is protected where necessary.

### **10. Duty of care and third party rights**

Unless otherwise stated in the Letter 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. 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.

### **11. Intellectual property**

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 Carter Jonas.

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

### **12. Ownership of documents**

We follow best practice as set out in the RICS regulation on the ownership of files. Unless otherwise agreed in the Letter, 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. For the avoidance of doubt, unless otherwise agreed in writing, the intellectual property rights contained within all files will remain vested in Carter Jonas as outlined above.

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.

### **13. Document retention and disposal of files**

We will retain files either in hard copy or soft copy for as long as we are legally required to do so or for a period otherwise agreed with you. On completion of a matter paper files will generally be placed in secure storage. We reserve the right to destroy files without further reference to you at the end of the retention period.

### **14. Health and safety**

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 Carter Jonas.

### **15. Regulation**

Carter Jonas 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 and insurance mediation activities.

### **16. Client Monies**

Money received on behalf of the Client will be held in a designated client account. Our client bank accounts are managed in accordance with the RICS regulations and are subject to annual audit.

### **17. Right to cancel**

#### Business Users

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. Carter Jonas may, in its sole discretion, enter into good faith discussions with you regarding the cancellation of this Agreement.

#### Consumers

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.

Notice of you exercising your right to cancel must be made before the end of the Cancellation Period either by email to or in writing to the Carter Jonas office managing this Agreement.

If you cancel this Agreement, you shall pay us an amount representing Carter Jonas' expenses as well as the proportion of the Services performed up until the date of cancellation or as otherwise outlined in the Letter.

#### **Carter Jonas's right to cancel**

Carter Jonas may terminate this Agreement by giving you 14 working days' notice without giving any reason.

### **18. Limitation of liability**

Carter Jonas maintains Professional Indemnity Insurance in accordance with the RICS Regulations.

Carter Jonas's total liability to the Client in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement (except for those liabilities which cannot legally be limited) shall not exceed £5 million unless otherwise specified in the Letter.

Carter Jonas's total liability for any loss or damage to the Client's Property is limited to £500,000 unless otherwise specified in the Letter.

Further limitations on liability for all other losses or damage may apply and will be defined in the Letter.

Carter Jonas 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.

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.

### **19. Anti-corruption**

Carter Jonas 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.

Carter Jonas complies with all applicable anti-slavery and human trafficking laws and regulations

### **20. Equality and diversity**

Carter Jonas 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.

### **21. Money laundering regulations**

Carter Jonas complies with all anti money laundering legislation in the UK. Where we are required by law to confirm the identity of our clients we 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.

### **22. Assignment**

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.

### **23. Non-waiver**

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 Carter Jonas to insist upon the strict performance of the Terms or exercise any of our rights or remedies.

### **24. Severability**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the remainder of the Agreement.

### **25. Entire agreement**

This Agreement constitutes the entire agreement between the parties.

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.

## 26. Complaints procedure and dispute resolution

Carter Jonas is regulated by the RICS and is registered with relevant ombudsman services. A copy of the Carter Jonas Complaints Procedure is available on the website or can be requested by emailing [compliance@carterjonas.co.uk](mailto:compliance@carterjonas.co.uk). For the avoidance of doubt, all fees raised will remain due unless otherwise confirmed in writing by Carter Jonas.

## 27. Applicable laws

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it are subject to English Law. Both parties submit to the exclusive jurisdiction of the English Courts.

## 28. Data protection

The terms “Controller”, “Data Subject”, “Processor”, “Processing” and “Personal Data” have the meaning set out in the Data Protection Act 2018, or the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals (“Data Protection Legislation”) in relation to data that are Processed under this Agreement.

To the extent that either party acts in its capacity as a Controller, the parties shall:

- ensure that they have a legal basis (or a “processing condition” as referred to in Data Protection Legislation) to process any relevant shared Personal Data;
- in respect of the relevant shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to the Data Subjects for them to understand what of their Personal Data the disclosing party is sharing with the receiving party, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the receiving party or a clear description of the type of organisation that will receive the Personal Data;
- undertake to inform the Data Subjects, in accordance with Data Protection Legislation, of the purposes for which the party will Process Personal Data and provide all of the information necessary to ensure that the Data Subjects understand how their Personal Data will be processed by the receiving party;
- not retain or process the shared Personal Data for longer than is necessary to carry out the relevant purpose (“Purpose”) and delete the relevant Personal Data when the Purpose is complete;
- notify the other party as soon as reasonably practicable after becoming aware of a Security Breach (even if such breach has not yet been fully investigated); and (where applicable) handle any Security Breach, in an expeditious and compliant manner.

To the extent that Carter Jonas acts as a Processor, Carter Jonas shall in particular:

- process the Personal Data only to the extent necessary for the purpose of providing the Services and in accordance with any written instructions from the Client and this paragraph;
- implement and maintain appropriate technical and organisational measures in accordance with the relevant data protection legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
- ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;
- not engage any third party to carry out its Processing obligations under this Agreement without letting the Client know and ensuring that such third parties will be subject to Processing obligations equivalent to those set out in this paragraph;

- as soon as reasonably possible and without undue delay notify the Client about any request (including subject access request) or complaint received from Data Subjects without responding to that request (unless authorised to do so by the Client) and assist the Client by technical and organisational measures, insofar as possible, for the fulfilment of the Client's obligations in respect of such requests and complaints;
- notify the Client without undue delay as soon as it becomes aware of any breach in data security;
- maintain appropriate records and information in compliance with Data Protection Legislation and on request by the Client make available such records and information necessary to demonstrate Carter Jonas's compliance with these provisions; and
- on termination or expiry of this Agreement, destroy or return (as the Client directs) all Personal Data in its power, possession or control and delete all existing copies of such data except to the extent Carter Jonas is required to retain a copy the Personal Data by law.
- We will include your details on our client management database and we may use this to send you items of interest from time to time. If you wish to amend or request that we delete the data we hold please email [datamanagement@carterjonas.co.uk](mailto:datamanagement@carterjonas.co.uk). You hereby consent to Carter Jonas transferring the relevant Personal Data outside of the European Economic Area, provided that the following conditions are fulfilled:
  - You or Carter Jonas have provided appropriate safeguards in relation to the transfer;
  - the Data Subject has enforceable rights and effective legal remedies;
  - Carter Jonas complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - Carter Jonas complies with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data.