GRYPHON
PROPERTY PARTNERS

GENERAL TERMS AND CONDITIONS OF BUSINESS

When the Terms Apply
These Terms of Business (the "**Terms**") shall apply to any Services provided or to be provided by or on behalf of Gryphon Property Partners to a person who requests or purchases Services from the Supplier ("**Client**"), and shall be deemed to be incorporated into and form part of the written agreement between Gryphon Property Partners and the Client ("the **Agreement**").
These Terms shall apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing, and, except only as expressly agreed in writing between Gryphon Property Partners and the Client.
In the case of conflict between these Terms and the terms of any written agreement between Gryphon Property Partners, the terms of the written agreement shall prevail to the extent of the conflict.

Gryphon Property Partners
In these Terms, "**Gryphon Property Partners**" means Gryphon PP LLP, a Limited Liability Partnership registered at Companies House with number OC432725, whose registered office is at 98 Hornchurch Road, Hornchurch, Essex RM11 1JS, and/or any subsidiary or holding company of Gryphon Property Partners that provides any of the service under the Agreement.

Scope of Services and Service Level Standard
Gryphon Property Partners shall provide the Services to the specification and performance level stated in writing in the Agreement (the "**Services**").

If no performance level is specified in the Agreement, the Services shall be provided to the specification and performance level that it ordinarily provides to its clients, in accordance with Gryphon Property Partners' duty of care as set out in this section.

Gryphon Property Partners owes to the Client a duty to act with reasonable skill and care in providing the Services and complying with the client's reasonable instructions, provided that those instructions do not conflict with (a) these Terms, (b) the Agreement or (c) applicable law and Regulations and (d) any professional rules applicable to Gryphon Property Partners. In the event of such a conflict, Gryphon Property Partners is not obliged to comply with the instructions of the Client.
Any variations to the Agreement must be agreed in writing by an authorised representative of Gryphon Property Partners.

What is not included in the Services
Gryphon Property Partners has no responsibility for anything that is beyond the scope of the Services. In particular, and except to the extent the instruction is specifically set out in the Agreement, Gryphon Property Partners has no obligation to provide, nor any liability for:

- an opinion on price, unless specifically instructed to carry out a formal valuation;
- advice, or failure to advise, on the condition of a property, unless specifically instructed to carry out a formal survey;
- the security or management of property, unless specifically instructed to arrange it; or
- the safety of those visiting a property, unless that is specified in its instructions.

Financial and Insurance Services
Gryphon Property Partners is not permitted to carry out any activity regulated by the Financial Services and Markets Act 2000 including the insurance of property, except through an authorised person and in accordance with a separate agreement.

Estate Agency Services
Where Gryphon Property Partners instructions require it to carry out estate agency business (as defined in section 1 of the Estate Agents Act 1970), Gryphon Property Partners must:

- report to the Client in writing all offers it receives with respect to a property; and
- comply with its obligations under the Estate Agents Act 1979, and regulations made under that Act.

Obligations of the Client
In order to enable Gryphon to execute its obligations under the Agreement, the Client shall:

- Property Management (lettings and sales only): provide Gryphon Property Partners with accurate and up-to-date information about the property, including its condition, specification, and any factors material to attracting and letting to tenants or selling to purchasers, including service charge budgets, insurance costs, inter alia;
- Communication: keep Gryphon Property Partners informed about any changes or developments related to the property, including (without limitation) direct tenant inquiries, and ensure all information and materials provided by the Client (or any agent or representative of the Client) to Gryphon Property Partners is complete and accurate when provided, and shall remain accurate for the duration of the Agreement;
- Documentation: furnish Gryphon and/or its lawyers with all necessary documents, such as property ownership documents, insurance information, and any applicable permits or licenses, and all updates to them;
- Terms Approval: review all proposals presented by Gryphon, and make decisions promptly, having regard to the recommendations;
- Co-operation: collaborate with Gryphon to finalise key terms and conditions, including (without limitation) rent, lease term, sale price (as applicable), and co-operate with Gryphon Property Partners in all matters relating to the Services;
- Permits and Access (lettings and sales only): facilitate access to the property for purposes such as property inspections, and obtain in good time before the date on which the Services are due to start, and maintain for the duration of the Agreement, all necessary permissions and consents which may be required for the provision of the Services;
- Financial Obligations: pay the fees and expenses in a timely manner and in accordance with the Agreement;
- Property Maintenance (Lettings only): address any necessary repairs or maintenance material to the marketing and potential letting of the property, and ensure the property remains in good condition and complies with safety and other regulations; and
- Vacancies and Occupancy (lettings and sales only): collaborate with Gryphon Property Partners on strategies to attract and secure new tenants or purchasers, and not unreasonably withhold or delay its approval of costs and initiatives recommended by Gryphon Property Partners.

The Client warrants that, where the Client (or any agent or representative of the Client) provides any information or material to Gryphon Property Partners, that such information or material is complete and accurate, and that Gryphon Property Partners is entitled to rely on its accuracy in its performance of the Services.

If Gryphon Property Partners' performance of the Services or any of its other obligations under the Agreement is prevented or delayed by any act or omission by the Client (or any agent or representative of the Client), or by any failure of the Client to perform any relevant obligation pursuant to the Agreement (a "**Client Default**"):

- without limiting or affecting any other right or remedy available to it, Gryphon Property Partners shall have the right to suspend performance of the Services until the Client remedies the Client Default, and may rely on the Client Default to relieve it from the performance of any of its obligations (in each case to the extent that the Client Default prevents or delays Gryphon Property Partners' performance of any of its obligations);
- Gryphon Property Partners shall not be liable for any costs, losses sustained or incurred by the Client arising directly or indirectly from Gryphon Property Partners failure or delay to perform any of its Services; and
- the Client shall reimburse Gryphon Property Partners in full on demand for any costs or losses sustained or incurred by Gryphon Property Partners arising directly or indirectly from the Client Default.

Liability of Gryphon Property Partners to the Client
Except as set out in this Section, Gryphon Property Partners shall not be liable to the Client or any other person in respect of any of the following types of loss, howsoever arising:

- loss of profit;
- loss of sale, tenancy, business or business opportunity;
- loss of anticipated savings;
- loss arising from delays in letting or sale, and/or at values less than advised;
- wasted expenditure;
- loss of use or corruption to software, data or information;
- loss of or damage to goodwill; and
- indirect or consequential loss.

Except as set out in this Section, Gryphon Property Partners has no liability (including without limitation for any delay in or failure to provide the Services) resulting from or relating to any failure by the Client (or any agent or representative of the Client):

- promptly to provide information or other material that Gryphon Property Partners reasonably requires, or where information or material provided to Gryphon Property Partners is inaccurate or incomplete; or
- to follow Gryphon Property Partners' advice or recommendations.

Except as set out in this Section, the total liability of Gryphon Property Partners to the Client or to any other person, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, howsoever caused, arising out of or in connection with the provision of Services, or otherwise in relation to the Agreement:

- is excluded to the extent that the Client (or another person acting on the Client's behalf, for whom Gryphon Property Partners is not responsible) is responsible, in which event Gryphon Property Partners' liability shall be limited to the share of loss reasonably attributable to Gryphon Property Partners, on the assumption that all other parties pay the share of loss attributable to them (whether or not they do); and

- is limited to the greater of: (a) the fees paid or payable by the Client pursuant to the Agreement in respect of the 12 month period prior to the date the liability arose, or (b) a maximum of £1 million in respect of all claims arising pursuant to or in connection with the Agreement.

Unless the Client notifies Gryphon Property Partners that it intends to make a claim in respect of an event within the notice period, Gryphon Property Partners shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

Nothing in these Terms limits any liability of Gryphon Property Partners which cannot legally be limited, including liability for:

- death or personal injury caused by negligence of Gryphon Property Partners (or its employees);
- fraud or fraudulent misrepresentation; or
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Liability to Third Parties
Gryphon Property Partners owes no duty of care and has no liability to anyone except its Client as identified in the Agreement, unless specifically agreed in writing by Gryphon Property Partners. No third party is intended to have any rights under the Agreement unless expressly agreed in writing by Gryphon Property Partners.

Liability for Others
Except where and to the extent that all or part of the Service is subcontracted by Gryphon pursuant to the following section, Gryphon Property Partners has no liability for any products or services that it reasonably needs to obtain from others in order to provide the Service.

Delegation or Subcontracting
Gryphon Property Partners may subcontract to a third party the provision of the Service, or part of it but shall remain liable pursuant to the Agreement for what the third party does, unless the Client agrees to rely only on the third party.

In the event that Gryphon notifies the Client that it wishes to delegate performance of all or part of the Services to a third party, the Client shall not unreasonably withhold its agreement to such request. Where the Client agrees to such a request, the Client acknowledges and agrees that the third party shall solely be liable to the Client for the performance of the Services (or relevant part of them) which have been delegated to the third party, and Gryphon Property Partners shall be released from any and all obligations in respect of those Services (or relevant part of them).

If the Client specifically requests Gryphon Property Partners to delegate performance of all or any part of the Services to a third party, in the event that Gryphon Property Partners consents to do so, Gryphon Property Partners shall be released from any and all obligations in respect of those Services (or part of them).

Insurance
The Client shall obtain and maintain in full force and effect adequate property and public liability insurance and general third party liability insurance providing coverage for bodily injury and property damage in respect of any properties to which the Services relate, and shall either include Gryphon Property Partners as a joint insured or obtain a waiver of the insurer's rights against Gryphon Property Partners, its employees or delegates.

Protection of Employees
Apart from fraud or criminal conduct, no employee, member, officer, partner, consultant, agent or representative of Gryphon Property Partners (or any of its subsidiaries or holding companies from time to time) shall have any personal liability to the Client in relation to the Services or the Agreement or otherwise.
Neither the Client nor anyone representing the Client may make a claim or bring proceedings against any employee, member, officer, partner, consultant, agent or representative of Gryphon Property Partners personally. Each such person shall be entitled to rely on and to have the benefit of this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.

Complaints
In the event of any complaint or default of Gryphon Property Partners in the performance of its obligations pursuant to the Agreement, the Client shall notify Gryphon Property Partners of the complaint or default in reasonable detail and the Client and Gryphon Property Partners shall endeavour to discuss and resolve the Client's complaints within a period of 30 days from such notification. In the event that the Client and Gryphon Property Partners do not resolve such complaints within such period, the Client may issue proceedings.

The Client's Liability to Gryphon Property Partners
The Client agrees to indemnify Gryphon Property Partners in full on demand against any and all third party claims, including without limitation, all and any actions, claims, proceedings, loss, damages, costs and expenses of or relating to any third party (who shall include, but not be limited to, any insurer of the Client) ("**Claims**")

- for which the Client has agreed the Client is responsible for insuring under the Agreement;
- that relate in any way to the provision of the Services, except a Claim that a court of competent jurisdiction decides or Gryphon Property Partners acknowledges (whether or not it admits liability) was caused by the fraud, wilful default, breach of contract or negligence of Gryphon Property Partners or of a subcontractor for whom Gryphon Property Partners is responsible pursuant to these Terms and the Agreement.

Delivering the Services

Timetable
Gryphon Property Partners is to use reasonable endeavours to comply with the Client's timetable, as expressly set out in writing the Agreement, but Gryphon Property Partners shall not be responsible for doing so unless such timetable is specifically agreed in writing. In any event, Gryphon Property Partners shall not by liable for delay that is beyond its control.

E-mail and online Services
Gryphon Property Partners may use electronic communication and systems to provide all or any part of the Services.

Notices
Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand, pre-paid first-class post or other next working day delivery service, to its registered office (if a company or limited liability partnership) or to the address specified in the Agreement. Notices may not be given by electronic mail.
Any notice will be deemed to have been received:

- if delivered by hand, at the time the notice or other communication is left at the proper address; or
- if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

This does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Conflict
If Gryphon Property Partners becomes aware of a conflict of interest it shall advise the Client promptly and recommend an appropriate course of action.

Publicity
Neither Gryphon Property Partners nor the Client may publicise or issue any specific information to the media about the Services or its subject matter without the consent of the other.

Money Laundering Activities
Gryphon Property Partners is subject to statutory and regulatory obligations to verify and identify new and existing Clients and sometimes people related to them or involved in the work it is undertaking. This may include evidence from any person or entity that pays Gryphon Property Partners' fees or funds any provision of the Services on behalf of the Client.

For the avoidance of doubt, searches may also be conducted on Directors and "beneficial owners" of the Client as is required by the legislation. This process is called Client Due Diligence. Gryphon Property Partners cannot commence work until it has the evidence it needs. Gryphon Property Partners may need to update its information from time to time. If any key information relating to the Client (or any of the other persons referred to in this section, including (without limitation) the Client's Directors or "beneficial owners") changes during the course of the Agreement or provision of the Services, the Client must notify Gryphon Property Partners immediately. This information will not be disclosed to any other person, except to such persons who are authorised to regulate or to conduct enquiries under the relevant legislation or regulations.

Personal Data
Gryphon Property Partners collects, processes and protects personal data about certain individuals in accordance with the Data Protection Act 2018 (including the UK GDPR, as incorporated in section 205 of that Act).

Gryphon Property Partners' Privacy Policy is available at:
[https://www.gryphonpropertypartners.com/Terms-and-Conditions.html] or by notifying info@gryphon.uk.com.

Intellectual Property
All copyright, trademarks and other intellectual property rights of any nature existing in material supplied by the Client to Gryphon Property Partners shall belong to the Client, and in material prepared by or on behalf of Gryphon Property Partners shall belong to Gryphon Property Partners, unless otherwise agreed in writing.

Each party grants to the other a non-exclusive, royalty free, non-transferrable and non- sublicensable licence to use the material provided in connection with the Services only for the purposes for which it is supplied or prepared.

No third party has any right to use such material without the specific consent of the owner.

Confidential Information
Each party undertakes that it shall not at any time, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs ("**Confidential Information**").
Each party shall keep confidential and shall not use the other party's Confidential Information for any purpose other than as reasonably required to exercise its rights or to perform its obligations under or in connection with the Agreement.

Each party may disclose the other party's Confidential Information only:

- to its employees, officers, representatives, contractors, consultants, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with the confidentiality obligations contained herein; or
- as may be required by law, a court of competent jurisdiction or any governmental authority.

On termination or expiry of the Agreement, Gryphon Property Partners may, to comply with its legal, regulatory or professional requirements, keep one copy of all Confidential Information it then has that was supplied by or on behalf of the Client in relation to the Services.

Subject to any obligations of Gryphon Property Partners pursuant to any applicable law or regulation, following the expiry or termination of the Agreement, the Client may request the return or destruction of all other Client Confidential Information held by Gryphon Property Partners.

The obligations of the parties pursuant to this section relating to Confidential Information shall continue notwithstanding expiry or termination of the Agreement.

Destruction of Papers
Gryphon Property Partners may after six years from the earlier of completion of the Services or expiry or termination of the Agreement for any reason, destroy any client material, papers or Confidential Information it retains.

Remuneration
The Agreement shall set out the fees and expenses payable by the Client for the Services.
Where the fees and expenses payable for the Services are not set out in the Agreement or have not been specified by Gryphon Property Partners prior to the completion of the Services in writing, Gryphon Property Partners is entitled to:

- the fee specified by the RICS from time to time, or such other applicable professional body or, if no such fee is specified, to a fair and reasonable fee by reference to typical comparable market fees or time spent in relation to the performance of the Services, whichever is the greater; and
- reimbursement of its expenses reasonably incurred in connection with the Services, which shall include (without limitation) marketing expenses properly incurred on the Client's behalf.

In the event that the Services are not performed in full as a result of a Client Default or for any other reason (other than as a result of a breach by Gryphon Property Partners of its obligations under the Agreement), Gryphon Property Partners shall be entitled to payment of a reasonable fee which shall be proportionate to the Services provided, as estimated by Gryphon Property Partners acting reasonably, having regard to other comparable market fees for similar services.

All amounts due to Gryphon Property Partners under or in connection with the Agreement shall be paid by the Client in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

VAT
All amounts payable by the Client pursuant to the Agreement or in respect of the Services are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Agreement by Gryphon Property Partners, the Client shall, on receipt of a valid VAT invoice, pay to Gryphon Property Partners such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

Gryphon Property Partners' VAT registration number is: 359 3332 83.

Interest on Overdue Amounts
If an invoice is not paid in full within 28 days of the invoice date, then Gryphon Property Partners may charge interest on the balance due (whether before or after judgment) at a daily rate of 2% above the base rate of Lloyds TSB plc.

Miscellaneous

Assignment
The Client may assign the benefit of the Agreement (but not its obligations under the Agreement), but must first get the written consent of Gryphon Property Partners. Gryphon Property Partners may at any time assign or deal in any manner with any or all of its rights and obligations under the Agreement.

Termination
Either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- the other party is in material or persistent breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so; or
- the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

Effect of Termination
Termination of the Agreement does not affect any rights or remedies of Gryphon Property Partners that arise before termination or the entitlement of Gryphon Property Partners to payment of its fees, reimbursement of expenses or other remuneration accrued up to the date of termination in accordance with the Agreement.

Waiver and Severance
Failure to enforce any of these Terms is not a waiver of any right to subsequently enforce that or any other term of the Agreement.
The invalidity, illegality and unenforceability in whole or in part of any of the provisions of this Agreement shall not affect the validity, legality or enforceability of its remaining provisions which shall remain in full force and effect.

Entire Agreement
The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.
Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

Governing law
The law of England and Wales applies to the Agreement and to the Terms. Gryphon Property Partners and the Client each submit to the exclusive jurisdiction of the courts of England and Wales.