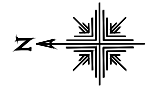


SOURCES  
 TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A15.skp  
 Proposed scheme dated 12/12/13;  
 A9951D0089-107.rwg

- Grey shadows are those cast by buildings which are not on the site under development.
- Green shadows are those cast specifically by the existing buildings on the site.
- Blue shadows are those cast specifically by the proposed development.



Savills

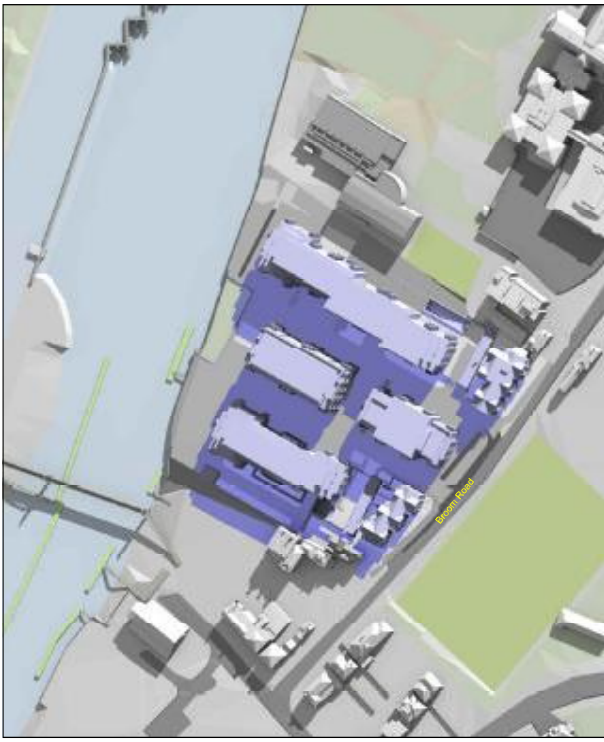
BUILDING CONSULTANCY  
 COSTS, ENERGY, BUILDING SERVICES,  
 PROJECT MANAGEMENT, COST CONSULTING

Savills  
 25 Finsbury Square,  
 London EC2A 1EE  
 Tel: +44 (0) 20 7493 8844  
 Fax: +44 (0) 20 7493 1933  
 info@savills.com

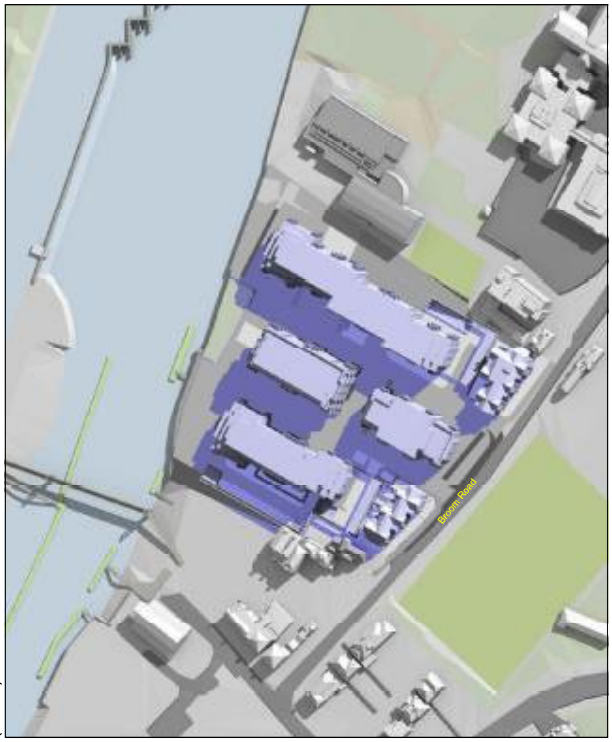
Project  
 TEDDINGTON RIVERSIDE  
 LONDON TW11

Phase  
 TRANSIENT OVERSHADOWING  
 STUDY

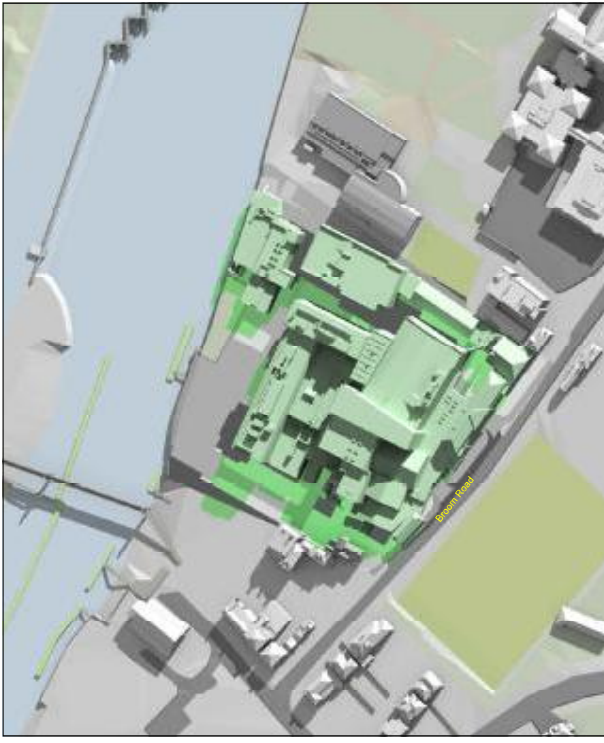
Date	JAN/14	Drawn By	DR	Checked By	
Drawing No.	SRA/BE/MAR/02	Rev.			



PROPOSED - 9:00am



PROPOSED - 10:00am



EXISTING - 9:00am

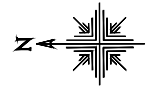


EXISTING - 10:00am

Mar 2<sup>nd</sup> (GMT)

SOURCES  
 TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A15.skp  
 Propose scheme dated 12/12/13;  
 A9951D0089-107.rwg

- Grey shadows are those cast by buildings which are not on the site under development.
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Savills

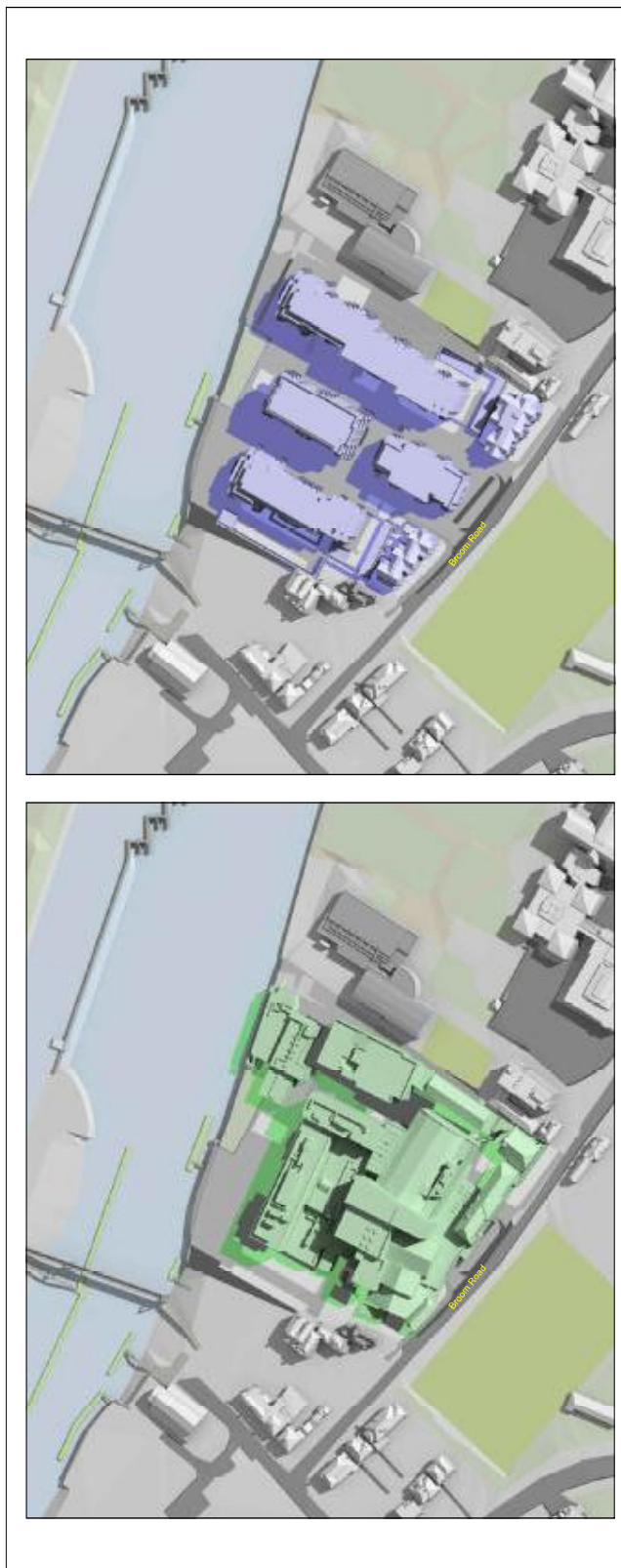
BUILDING CONSULTANCY  
 COSTA BRUNEL BUILDING SURVEYING  
 PROJECT MANAGEMENT / COST CONSULTANCY

25 Finsbury Square  
 London EC2A 1EE  
 Tel: +44 (0) 20 7492 8844  
 Fax: +44 (0) 20 7492 1833  
 info@pcpa.com

Project:  
 TEDDINGTON RIVERSIDE  
 LONDON TW11

Phase:  
 TRANSIENT OVERSHADOWING  
 STUDY

Date:	JAN/14	Drawn:	NTS
Drawn By:	DR	Checked By:	
Drawing No.:	SRA/BE/MAR/03		

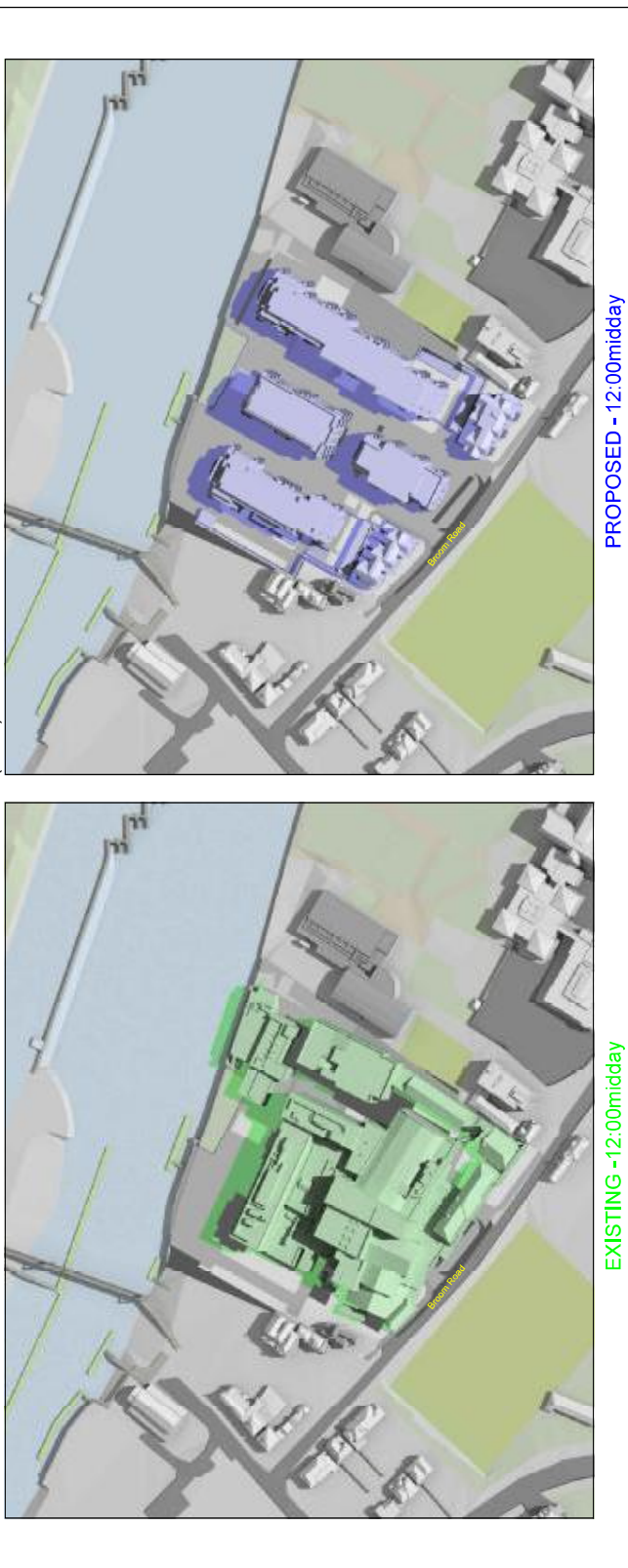


EXISTING - 11:00am

Mar 2<sup>nd</sup> (GMT)

PROPOSED - 11:00am

PROPOSED - 12:00midday

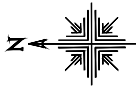


EXISTING - 11:00am

PROPOSED - 12:00midday

SOURCES  
 TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A15.skp  
 Proposed scheme dated 12/12/13;  
 A9951D0089-107.dwg

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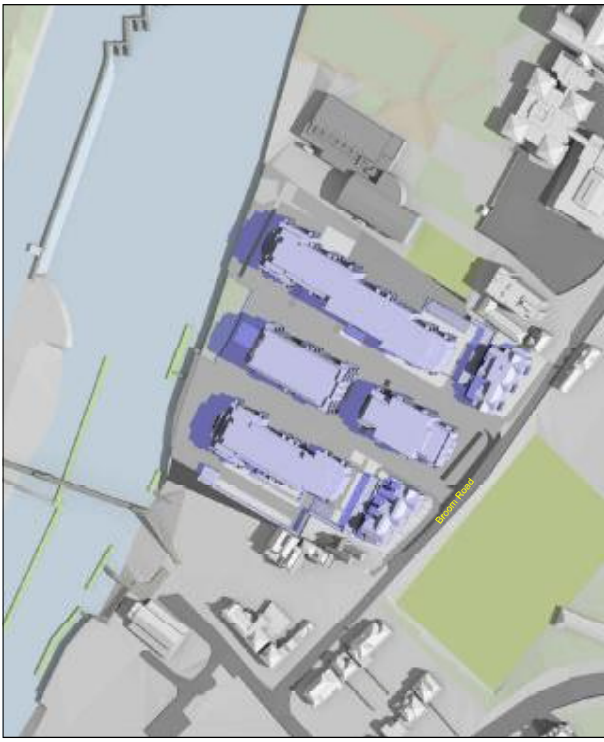
BUILDING CONSULTANCY  
 COSTS, ENERGY, BUILDING SURVEILLANCE,  
 PROJECT MANAGEMENT, COST CONSULTING

Savills  
 25 Finsbury Square,  
 London EC2A 1EE  
 Tel: +44 (0) 20 7493 8844  
 Fax: +44 (0) 20 7493 1933  
 info@savills.com

Project  
 TEDDINGTON RIVERSIDE  
 LONDON TW11

Package  
 TRANSIENT OVERSHADOWING  
 STUDY

Date	JAN/14	Drawn By	DR	Checked By	NTS
Drawing No.	SRA/BE/MAR/004				

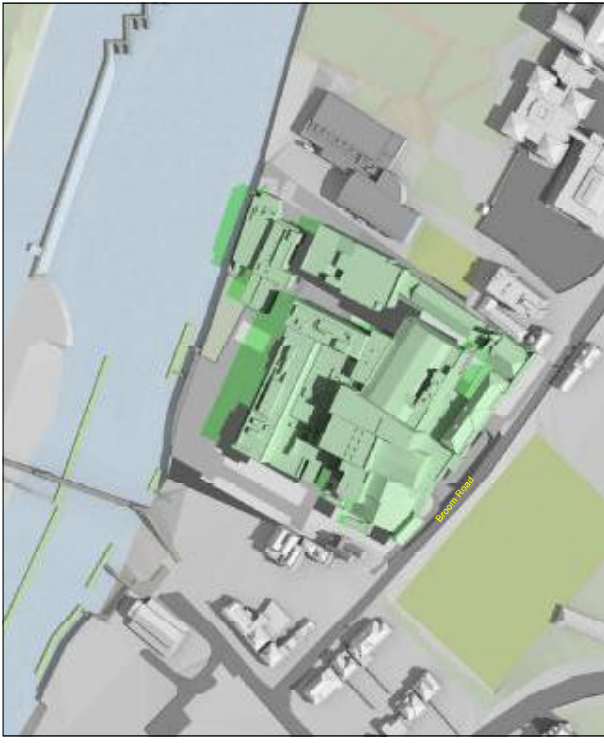


EXISTING - 1:00pm

Mar 2<sup>nd</sup> (GMT)



PROPOSED - 1:00pm



EXISTING - 2:00pm

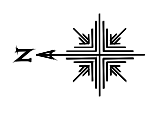


PROPOSED - 2:00pm

**SOURCES**

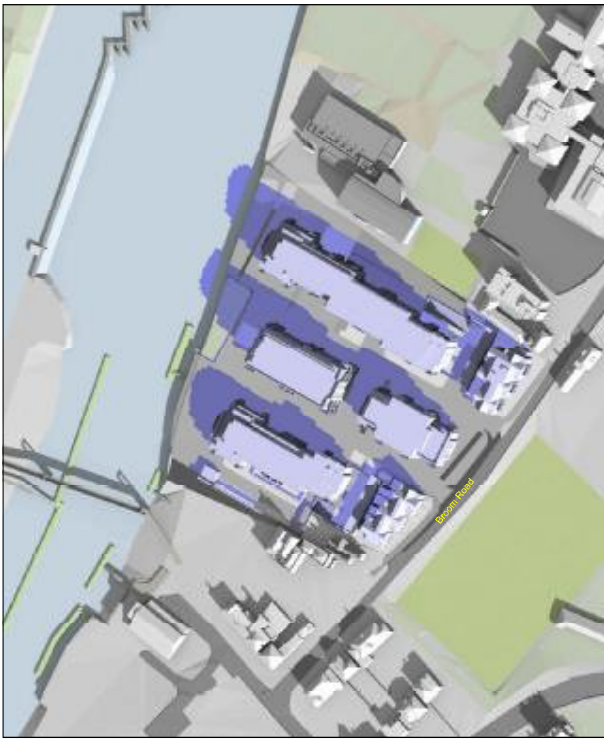
TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A175.skp  
 Proposed scheme dated 12/12/13;  
 A9951D0089-107.rwg

- Grey shadows are those cast by buildings which are not on the site under development.
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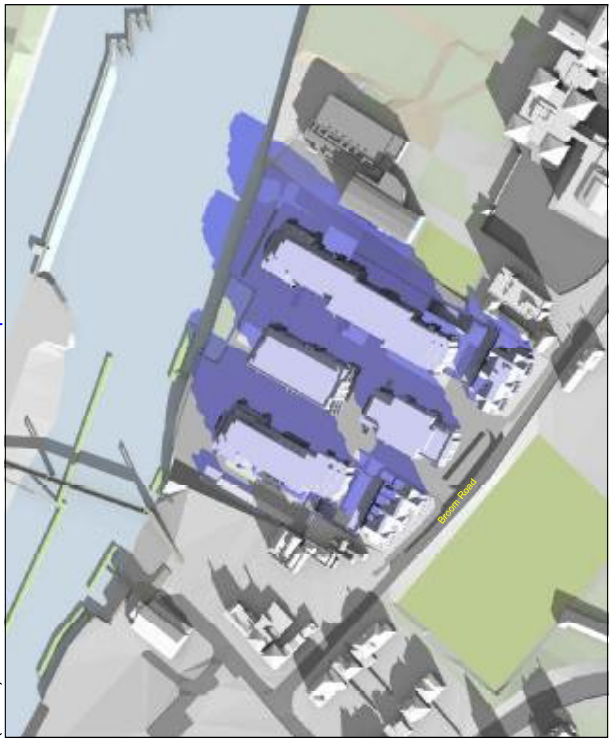


**Savills**  
 BUILDING CONSULTANCY  
 25 Abchurch Lane, London EC4N 3DF  
 Tel: +44 (0) 20 7492 8644  
 Fax: +44 (0) 20 7492 1533  
 info@savills.com

Project TEDDINGTON RIVERSIDE LONDON TW11	
Title TRANSIENT OVERSHADOWING STUDY	
Date JAN/14	Scale NTS
Drawn By DR	Checked By
Drawing No. SAB/BE/MAR/05	Rev.
	-



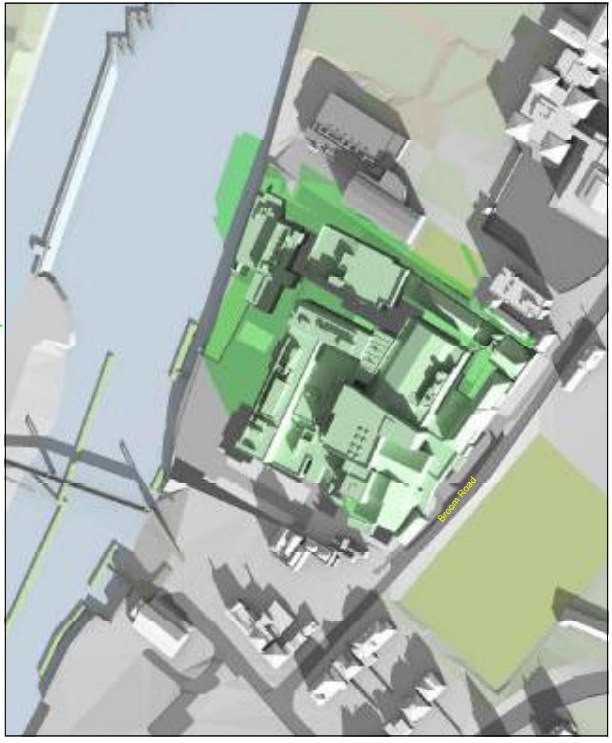
PROPOSED - 3:00pm



PROPOSED - 4:00pm

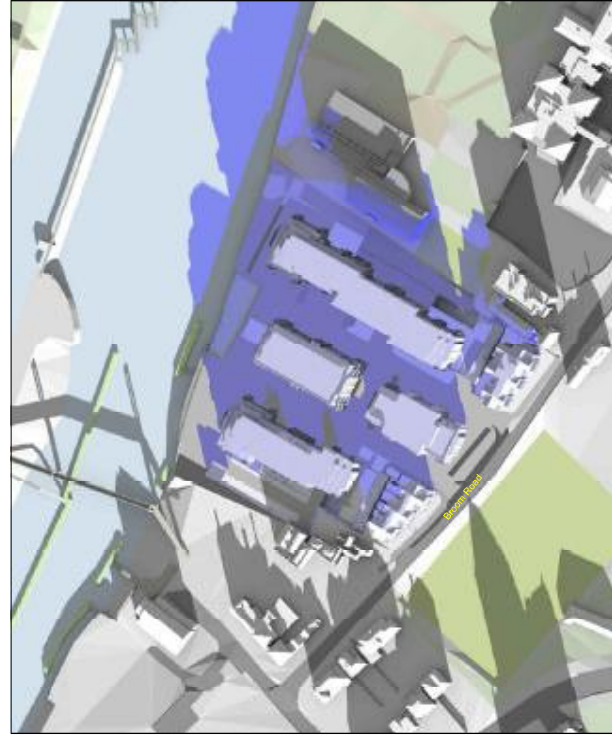


EXISTING - 3:00pm

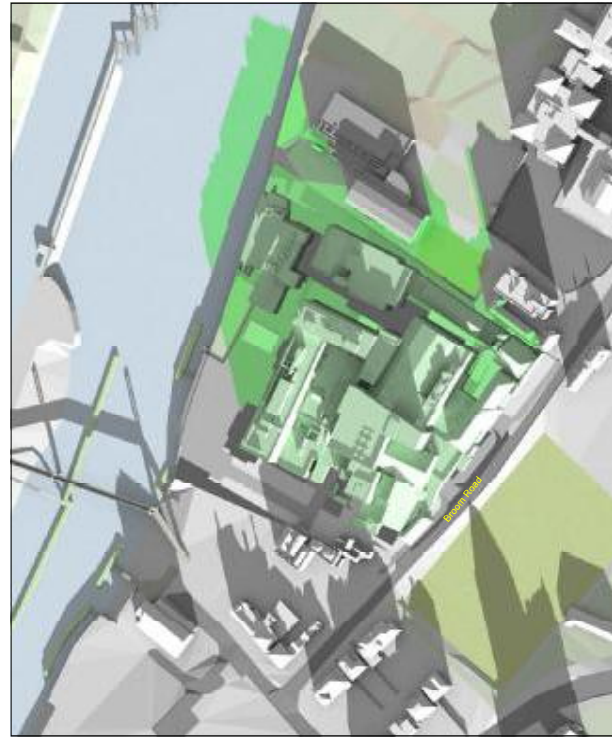


EXISTING -4:00pm

Mar 2<sup>nd</sup> (GMT)



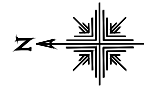
PROPOSED - 5:00pm



EXISTING - 5:00pm

SOURCES  
 TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A15.skp  
 Propose scheme dated 12/12/13;  
 A9951D0089-107.rvtwg

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Savills

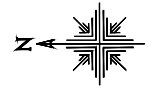
BUILDING CONSULTANCY  
 COSTANZA BUILDING SERVICES  
 PROJECT MANAGEMENT CONSULTANCY

Savills  
 25 Finsbury Square  
 LONDON EC2A 1EE  
 Tel: +44 (0) 20 7460 6004  
 Fax: +44 (0) 20 7460 1533  
 info@savills.com

Project TEDDINGTON RIVERSIDE LONDON TW11	
Title TRANSIENT OVERSHADOWING STUDY	
Date	JAN/14
Drawn By	DR
Checked By	SA/BEN/MAR/06
Sheet No.	-

SOURCES  
 TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A175.skp  
 Proposer scheme dated 12/12/13;  
 A9951D0089-107.rwg

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Savills

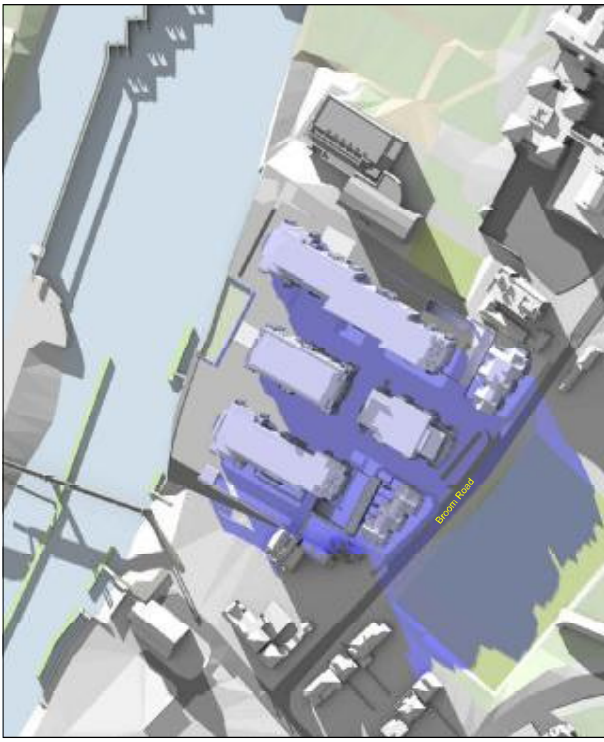
BUILDING CONSULTANCY  
 COSTAN BRIDGE BUILDING SURVEYING  
 PROJECT MANAGEMENT / COST CONSULTANCY

Savills  
 25 Finsbury Square,  
 London EC2A 1EE  
 Tel: +44 (0) 20 7493 8044  
 Fax: +44 (0) 20 7493 1533  
 info@savills.com

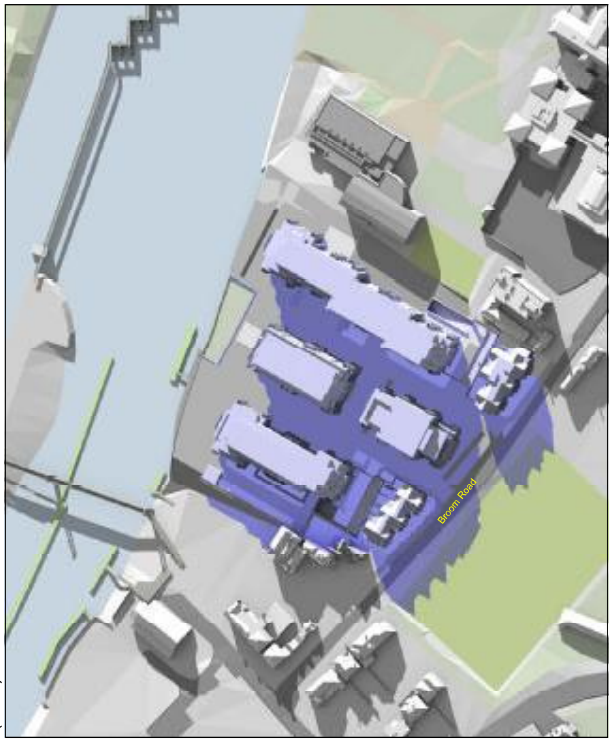
Project  
 TEDDINGTON RIVERSIDE  
 LONDON TW11

Phase  
 TRANSIENT OVERSHADOWING  
 STUDY

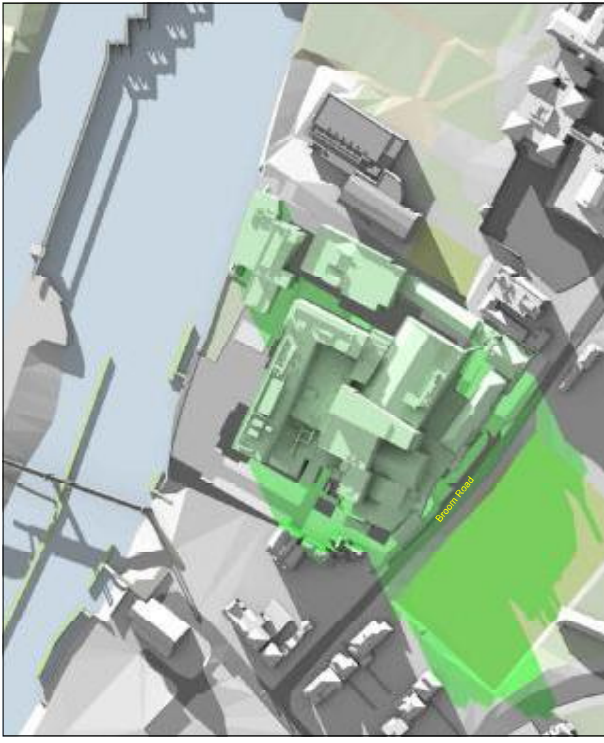
Date	JAN/14	Scale	NTS
Drawn By	DR	Checked By	
Drawing No.	SRA/BJUN/101		



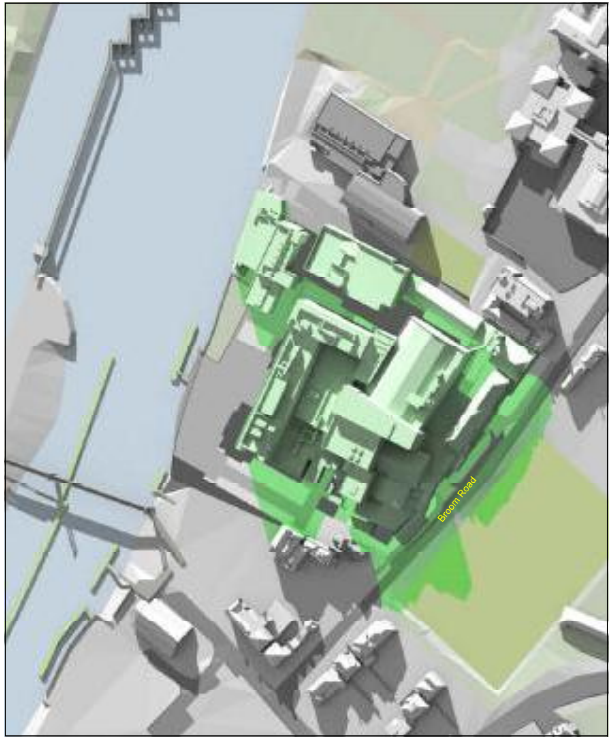
PROPOSED - 6:00am



PROPOSED - 7:00am



EXISTING - 6:00am

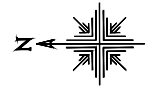


EXISTING - 7:00am

June 21st (BST)

**SOURCES**  
 TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A175.skp  
 Propose scheme dated 12/12/13;  
 A9951D0089-107.rwg

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**Savills**

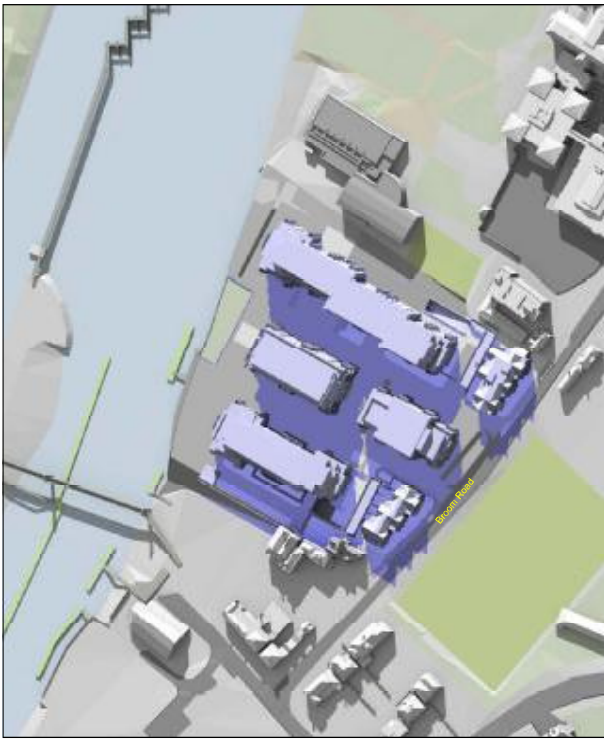
**BUILDING CONSULTANCY**  
 COSTS, ENERGY, BUILDING SERVICES,  
 PROJECT MANAGEMENT, LEASE CONSULTING

25 Finsbury Square,  
 London EC2A 1EE  
 Tel: +44 (0) 20 7492 8844  
 Fax: +44 (0) 20 7492 1533  
 info@pcg.com

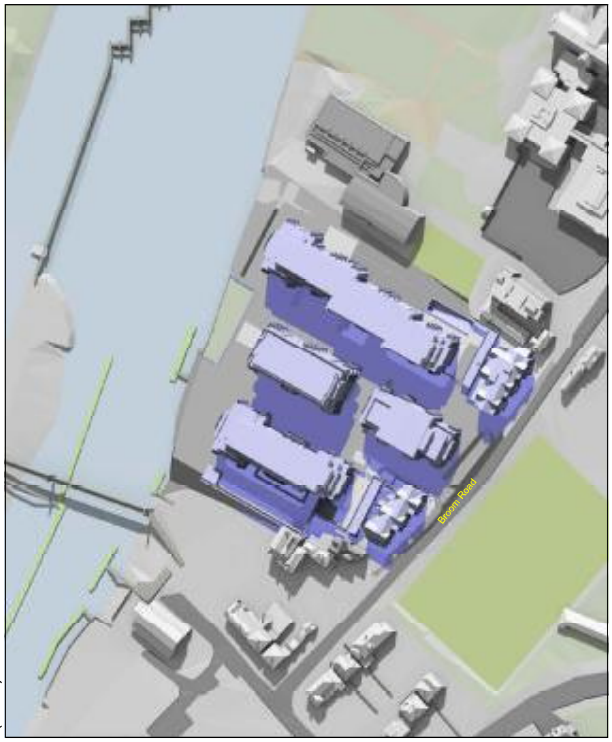
**Project**  
 TEDDINGTON RIVERSIDE  
 LONDON TW11

**Phase**  
 TRANSIENT OVERSHADOWING  
 STUDY

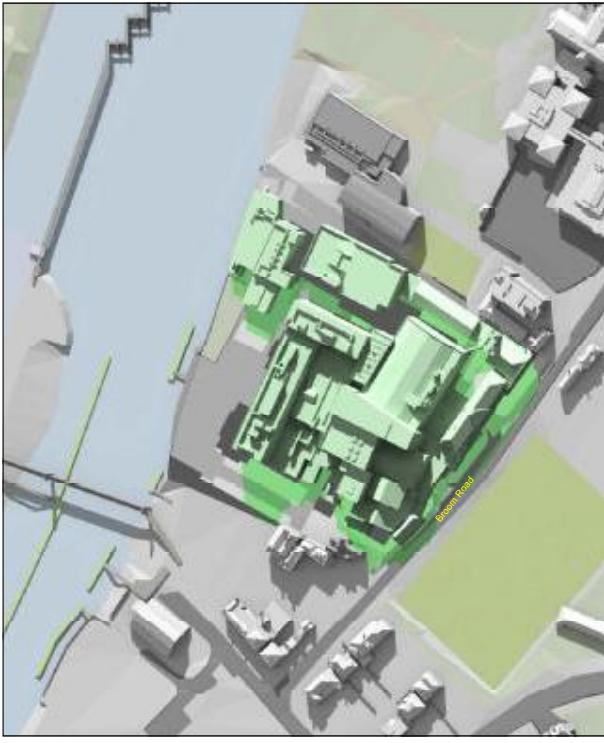
<b>Date</b>	JAN/14	<b>Drawn</b>	NTS
<b>Drawn By</b>	DR	<b>Checked By</b>	
<b>Drawing No.</b>	SA13E/JUN/102	<b>Rev.</b>	



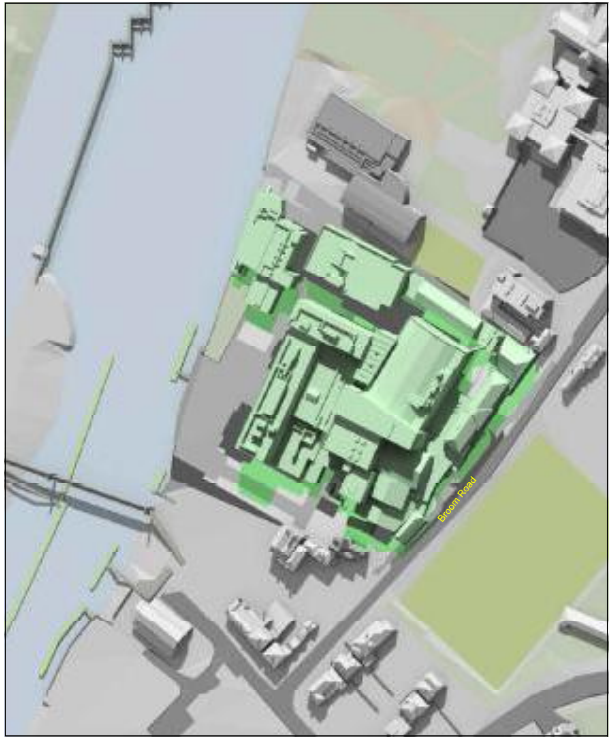
PROPOSED - 8:00am



PROPOSED - 9:00am



EXISTING - 8:00am



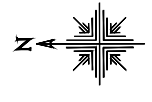
EXISTING - 9:00am

June 21st (BST)

**SOURCES**

TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A175.skp  
 Proposed scheme dated 12/12/13;  
 A9951D0089-107.rwg

- Grey shadows are those cast by buildings which are not on the site under development.
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**Savills**

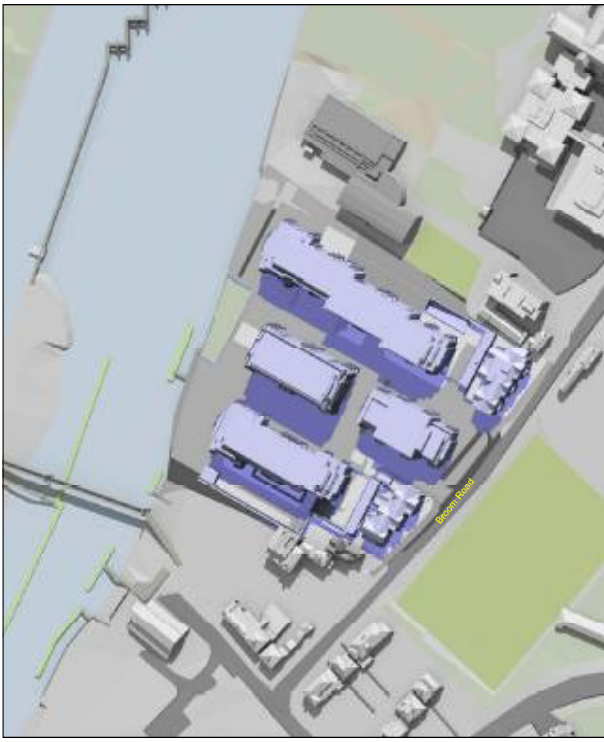
**BUILDING CONSULTANCY**  
 COSTAN BRUNNEN, BUILDING SCIENCE,  
 PROJECT MANAGEMENT, COST CONSULTING

Savills  
 25 Finsbury Square,  
 London EC2A 1EE  
 Tel: +44 (0) 20 7493 8844  
 Fax: +44 (0) 20 7493 1933  
 info@savills.com

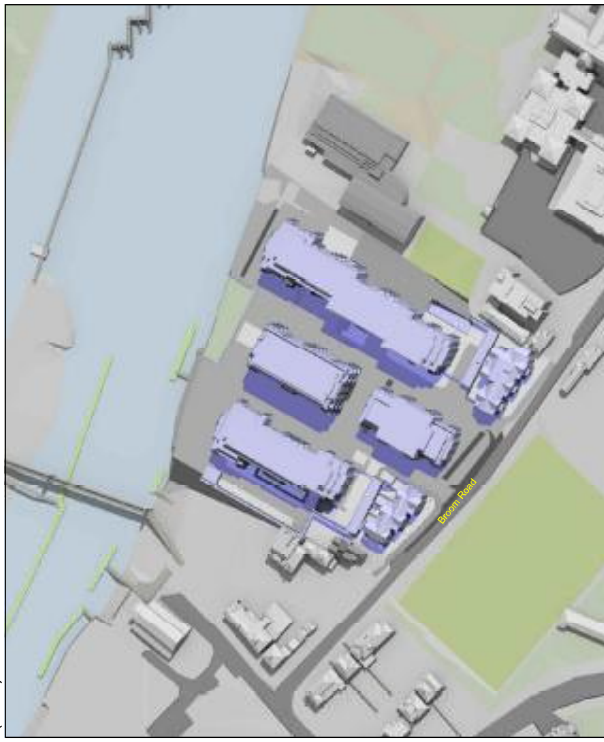
**Project**  
 TEDDINGTON RIVERSIDE  
 LONDON TW11

**Phase**  
 TRANSIENT OVERSHADOWING  
 STUDY

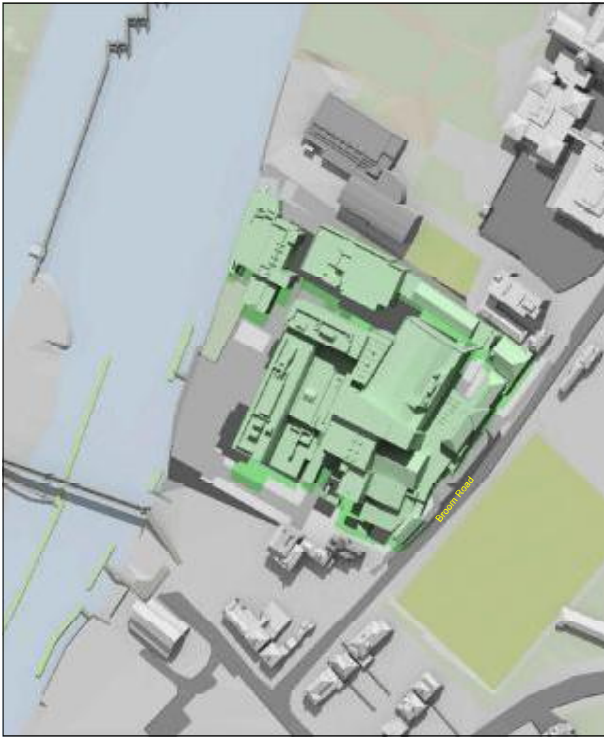
Date	JAN/14	Drawn	NTS
Drawn By	DR	Checked By	
Drawing No.	SRA18/JUN1003		



June 21st (BST) PROPOSED - 10:00am



PROPOSED - 11:00am



EXISTING - 10:00am



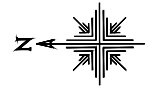
EXISTING - 11:00am



**SOURCES**

TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A15.skp  
 Proposed scheme dated 12/12/13;  
 A9951D0089-107.rwg

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**Savills**

**BUILDING CONSULTANCY**  
 COSTAN BRIDGE BUILDING SURVEILLANCE  
 PROJECT MANAGEMENT / COST CONSULTANCY

Savills  
 25 Finsbury Square  
 London EC2A 1BE  
 Tel: +44 (0) 20 7493 8844  
 Fax: +44 (0) 20 7493 1533  
 info@savills.com

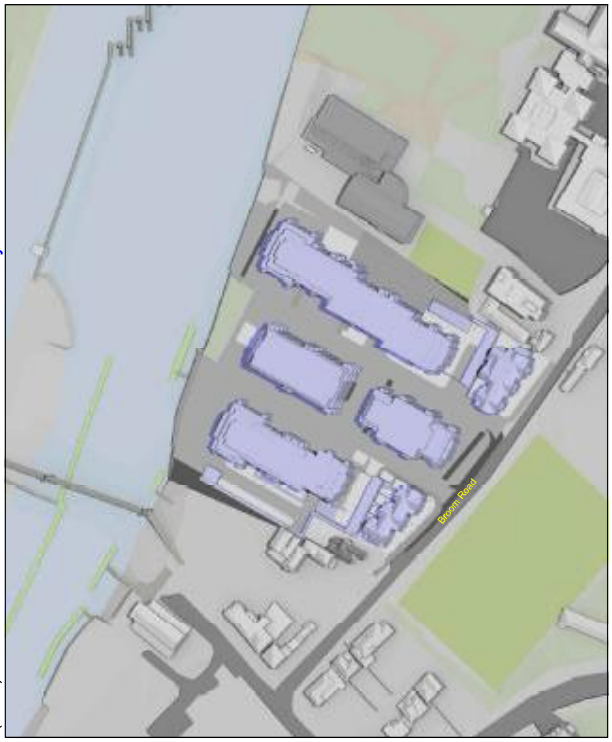
**Project**  
 TEDDINGTON RIVERSIDE  
 LONDON TW11

**Package**  
 TRANSIENT OVERSHADOWING  
 STUDY

Date	JAN/14	Drawn	NTS
Drawn By	DR	Checked By	
Drawing No.	SRA/BE/JUN/1004		



PROPOSED - 12:00midday  
 June 21st (BST)



PROPOSED - 1:00pm



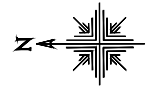
EXISTING - 12:00midday



EXISTING - 1:00pm

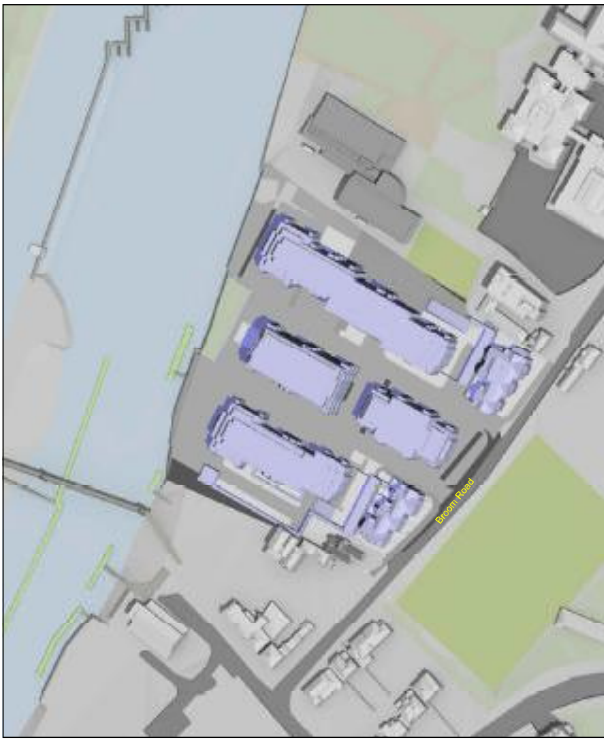
SOURCES  
 TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A175.slp  
 Proposee scheme dated 12/12/13;  
 A9951D0089-107.rwg

- Grey shadows are those cast by buildings which are not on the site under development.
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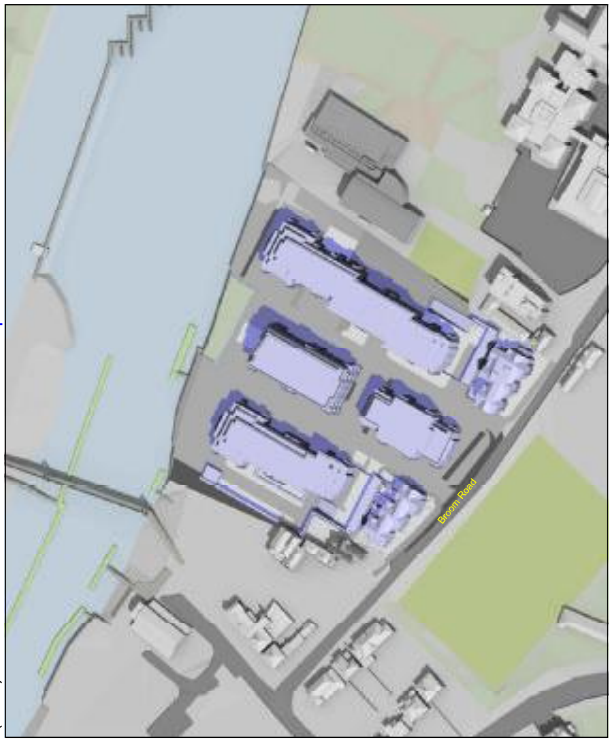


**Savills**  
 BUILDING CONSULTANCY  
 25 Abchurch Lane, London EC4A 3DF  
 T: +44 (0) 20 7492 8644  
 F: +44 (0) 20 7492 1533  
 savills.com

Project TEDDINGTON RIVERSIDE LONDON TW11	
Title TRANSIENT OVERSHADOWING STUDY	
Date JAN/14	Scale NTS
Drawn By DR	Checked By
Drawing No. SRA/BJUN/105	Rev.
	-



EXISTING - 2:00pm



PROPOSED - 2:00pm



EXISTING - 3:00pm

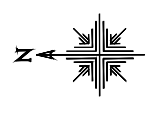


PROPOSED - 3:00pm

**SOURCES**

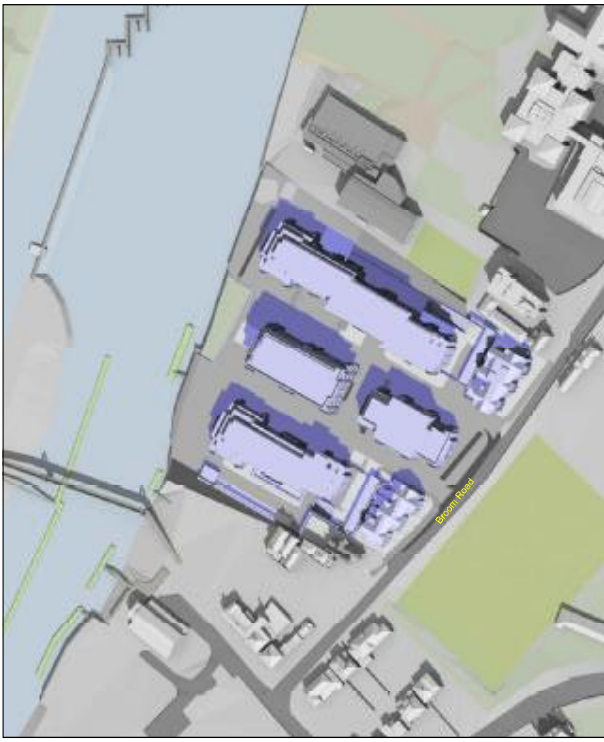
TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A175.skp  
 Proposed scheme dated 12/12/13;  
 A9951D0089-107.rvtwg

- Grey shadows are those cast by buildings which are not on the site under development.
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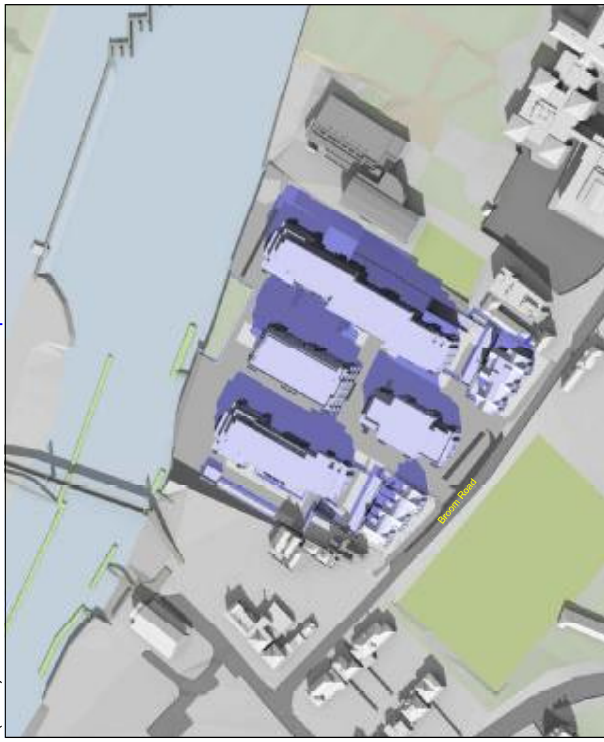


**Savills**  
 BUILDING CONSULTANCY  
 25 Abchurch Lane, London EC4N 3DF  
 Tel: +44 (0) 20 7493 8044  
 Fax: +44 (0) 20 7493 1933  
 www.savills.com

Project <b>TEDDINGTON RIVERSIDE LONDON TW11</b>	
Title <b>TRANSIENT OVERSHADOWING STUDY</b>	
Date JAN/14	Scale NTS
Drawn By DR	Checked By
Drawing No. SRA/BE/JUN/1005	Rev.
	-



PROPOSED - 4:00pm



PROPOSED - 5:00pm



EXISTING - 4:00pm

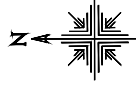


EXISTING - 5:00pm

**SOURCES**

TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A15.skp  
 Proposed scheme dated 12/12/13;  
 A9951D0089-107.rwg

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**Savills**

**BUILDING CONSULTANCY**  
 COSTANZA S.P.A. BUILDING DIVISION  
 PROJECT MANAGEMENT / COST CONSULTING

25 Finsbury Square,  
 London EC2A 1EE

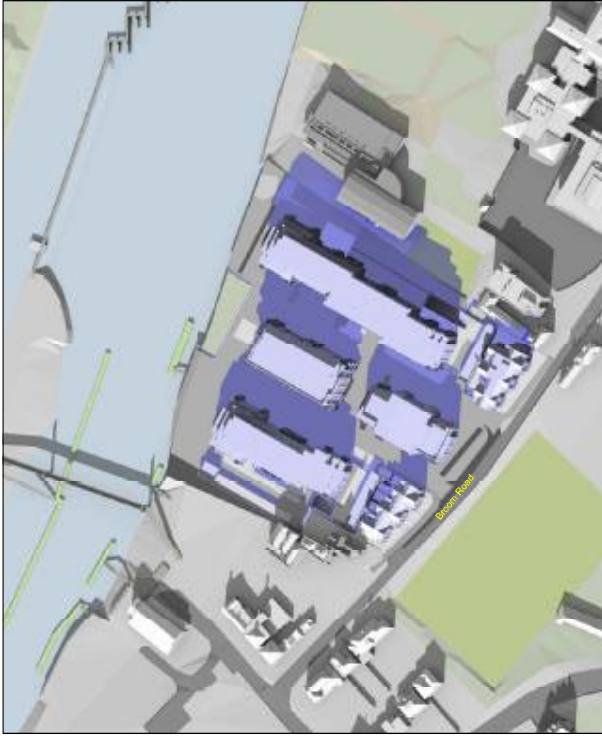
Tel: +44 (0) 20 7492 8844  
 Fax: +44 (0) 20 7492 1833  
 info@pcpm.com

**Project**  
 TEDDINGTON RIVERSIDE  
 LONDON TW11

**Phase**  
 TRANSIENT OVERSHADOWING  
 STUDY

**Date** JAN/14  
**Drawn By** DR  
**Checked By**  
**Drawing No.** SRA/BE/JUN/107

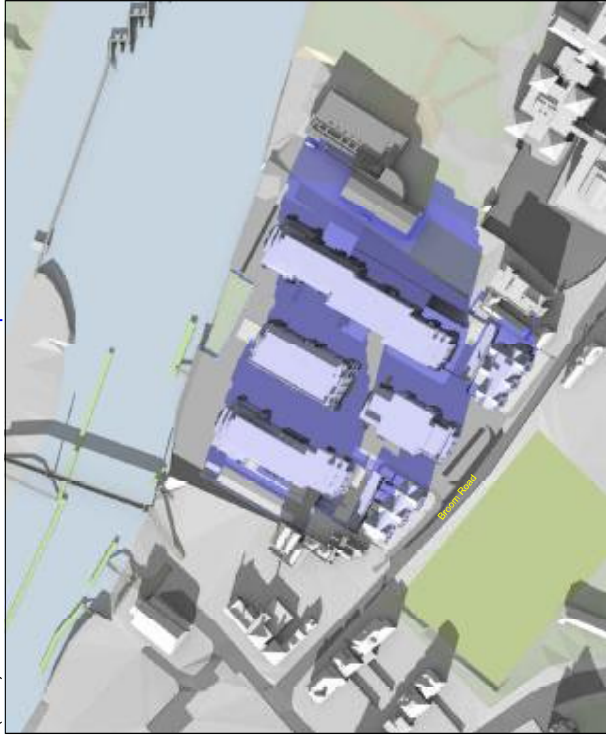
<b>Rev.</b>	



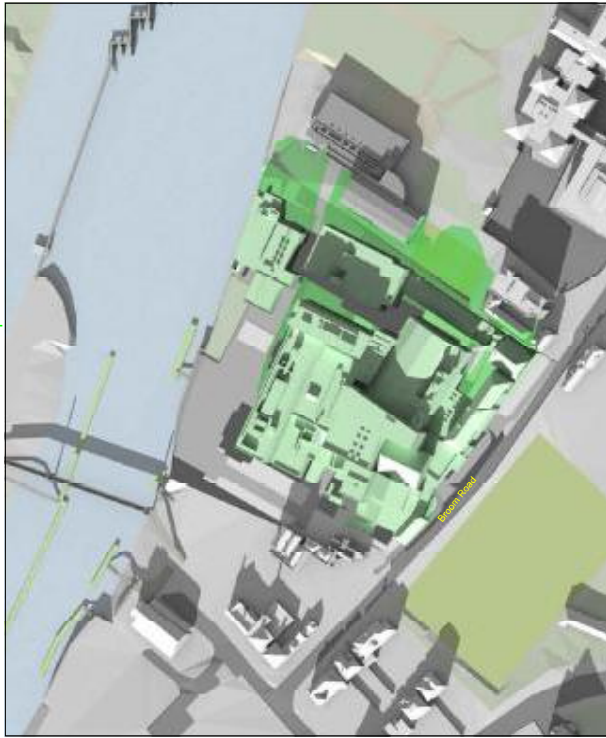
EXISTING - 6:00pm



PROPOSED - 6:00pm



EXISTING - 7:00pm



PROPOSED - 7:00pm

SOURCES:  
 TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A175.skp  
 Propose scheme dated 12/12/13;  
 A9951D0089-107.rvtwg

Grey shadows are those cast by buildings which are not on the site under development.  
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**Savills**

**BUILDING CONSULTANCY**  
 200 BARKING ROAD, BARKING, LONDON  
 E6 9NF

Tel: +44 (0) 20 7462 6044  
 Fax: +44 (0) 20 7462 1533  
 info@pcg.com

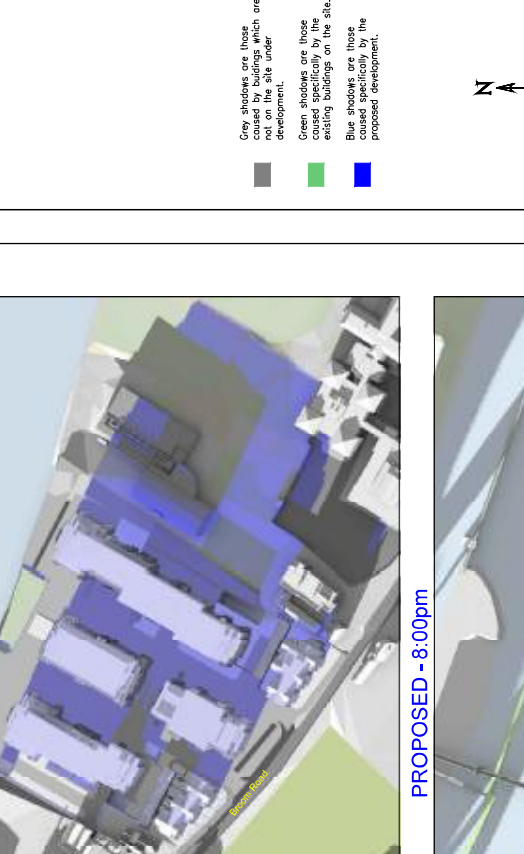
20 Finsbury Square,  
 London EC2A 1EE

Project:  
 TEDDINGTON RIVERSIDE  
 LONDON TW11

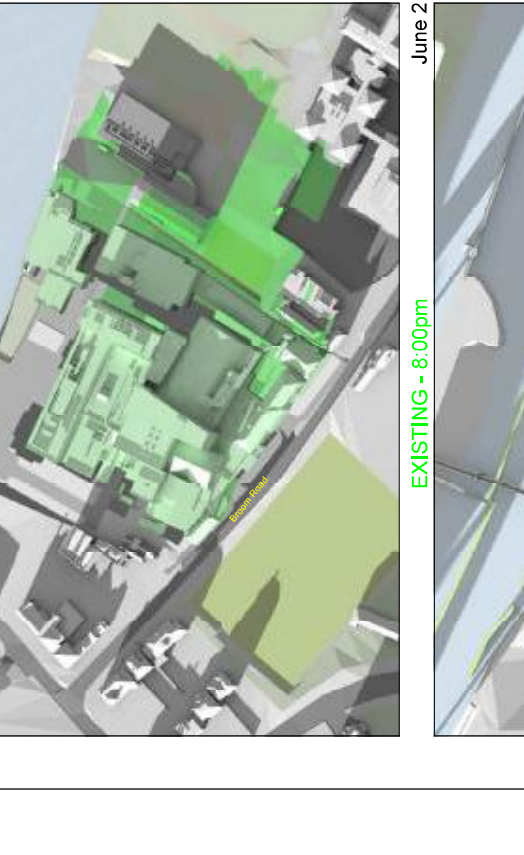
Phase:  
 TRANSIENT OVERSHADOWING  
 STUDY

Date: JAN/14  
 Drawn By: DR  
 Checked By: NTS  
 Drawing No: SRA/BS/JUN/1008

Rev:



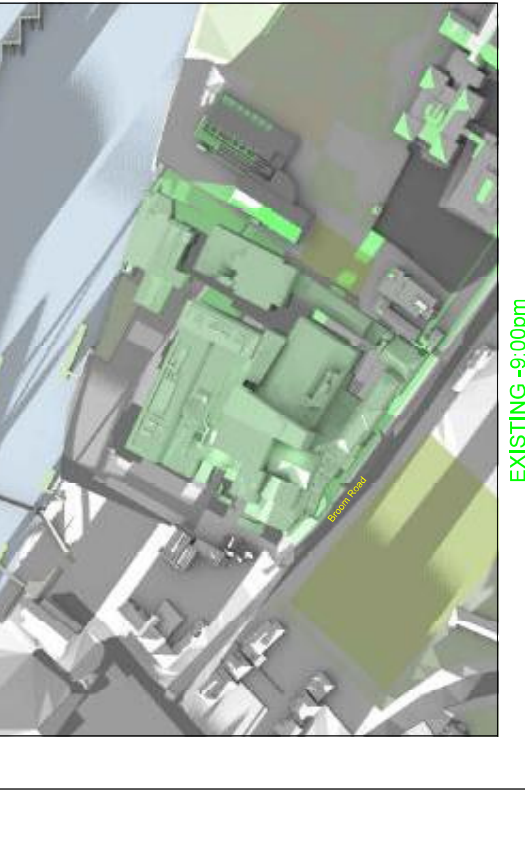
PROPOSED - 8:00pm



EXISTING - 8:00pm



PROPOSED - 9:00pm



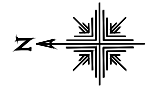
EXISTING - 9:00pm

June 21st (BST)

**SOURCES**

TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A175.slp  
 Proposer scheme dated 12/12/13;  
 A9951D0089-107.rwg

- Grey shadows are those cast by buildings which are not on the site under development.
- Green shadows are those cast specifically by the existing buildings on the site.
- Blue shadows are those cast specifically by the proposed development.



**Savills**

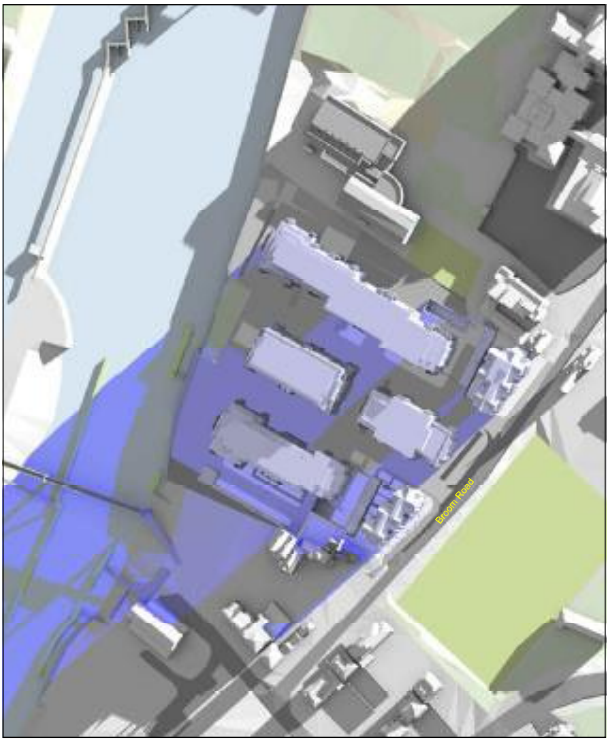
**BUILDING CONSULTANCY**  
 COSTAN BRUNEL BUILDING SURVEILLANCE  
 PROJECT MANAGEMENT / COST CONSULTANCY

Savills  
 25 Finsbury Square  
 LONDON EC2A 3DU  
 Tel: +44 (0) 20 7493 8844  
 Fax: +44 (0) 20 7493 1533  
 info@pcp.savills.com

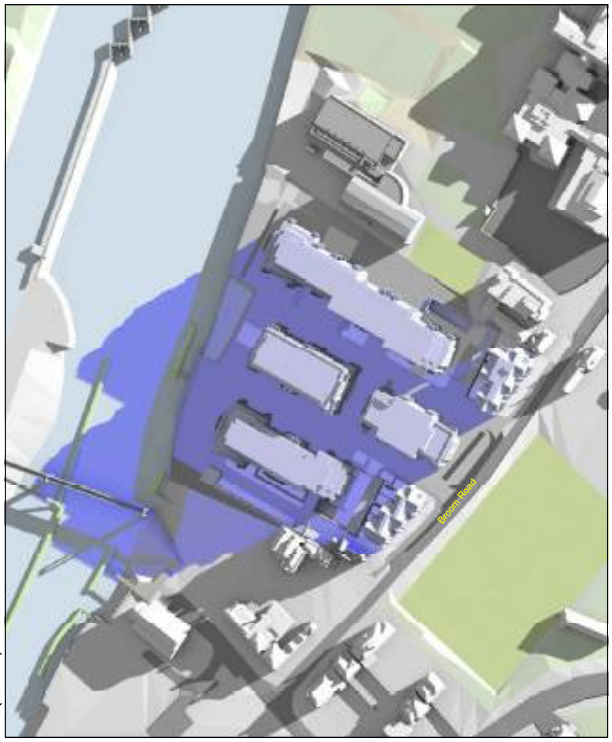
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 LONDON TW11

**Phase**  
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 STUDY

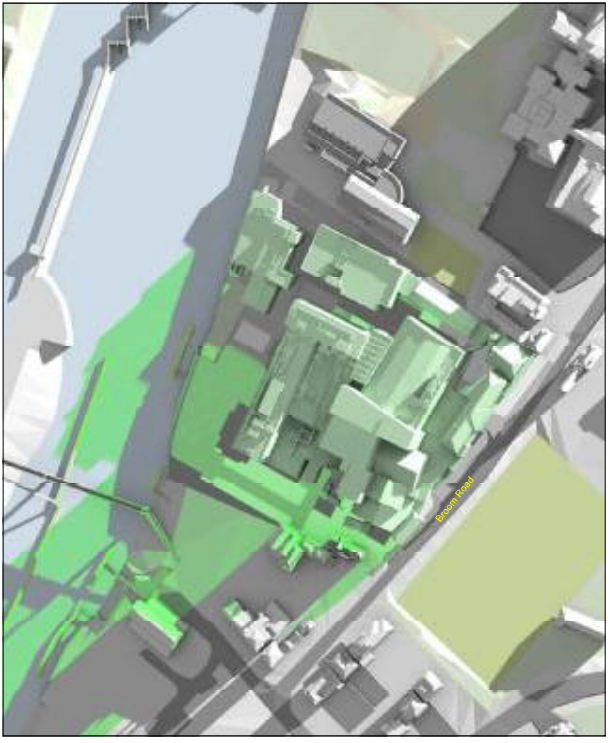
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<b>Drawn By</b>	DR	<b>Checked By</b>	
<b>Drawing No.</b>	SA138/DEC/1/01	<b>Rev.</b>	



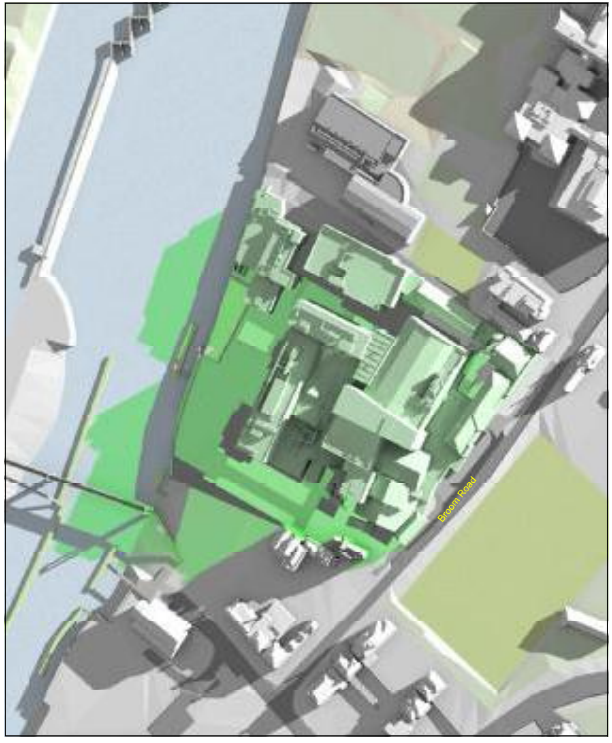
PROPOSED - 9:00am



PROPOSED - 10:00am



EXISTING - 9:00am

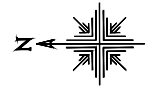


EXISTING - 10:00am

December 21st (GMT)

SOURCES  
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 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A15.skp  
 Propose scheme dated 12/12/13;  
 A9951D0089-107.rwg

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Savills

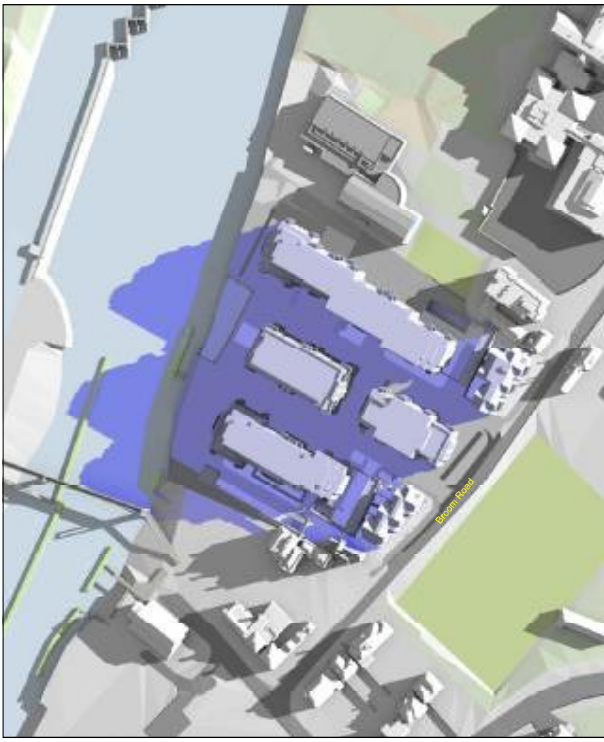
BUILDING CONSULTANCY  
 COSTS, ENERGY, BUILDING SURVIVING,  
 PROJECT MANAGEMENT, COST CONSULTANCY

Savills  
 25 Finsbury Square,  
 London EC2A 1EE  
 Tel: +44 (0) 20 7493 8044  
 Fax: +44 (0) 20 7493 1933  
 info@savills.com

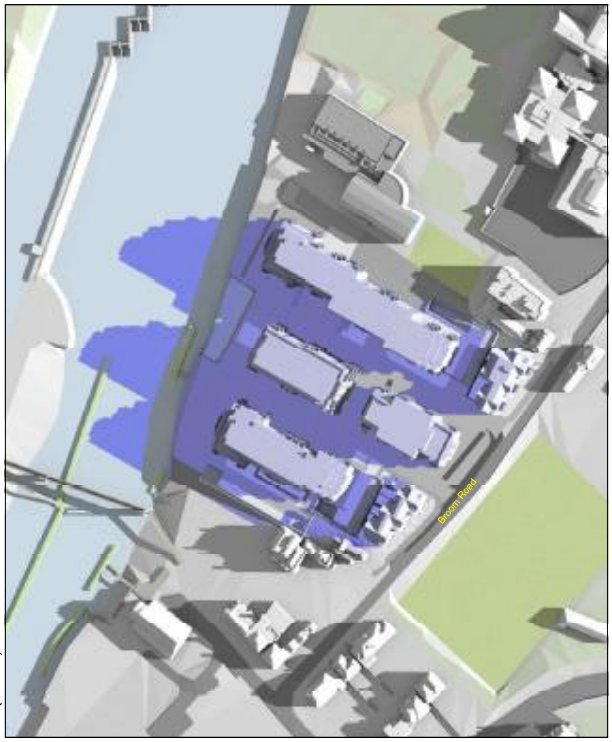
Project  
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 LONDON TW11

Phase  
 TRANSIENT OVERSHADOWING  
 STUDY

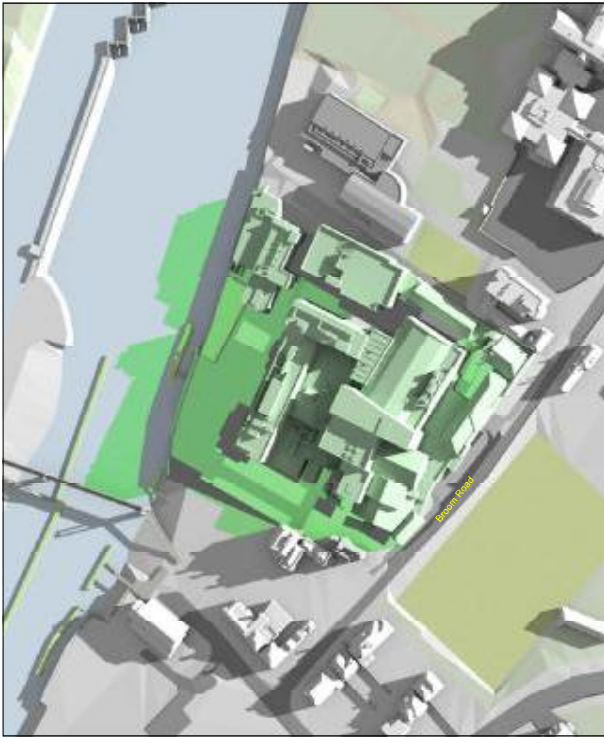
Date	JAN/14	Drawn By	DR	Checked By	
Drawing No.	SA138/DEC/1/02				



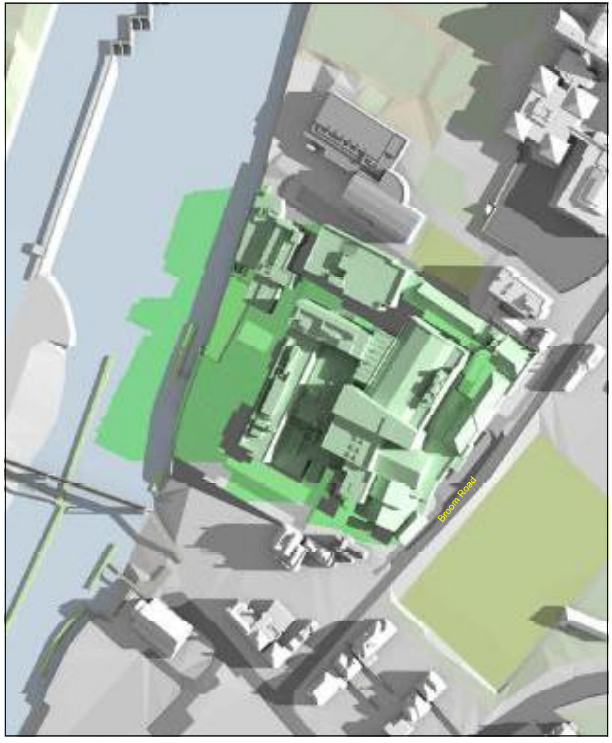
PROPOSED - 11:00am



PROPOSED - 12:00midday



EXISTING - 11:00am

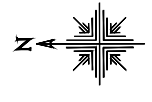


EXISTING - 12:00midday

**SOURCES**

TP BENNETT  
 Plans, Elevations and Site Model  
 Teddington Riverside Iteration \_ (1) and (2);  
 A175.skp  
 Propose scheme dated 12/12/13;  
 A9951D0089-107.rwg

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**Savills**

**BUILDING CONSULTANCY**  
 COSTAN BRIDGE BUILDING SURVEYING  
 PROJECT MANAGEMENT / COST CONSULTING

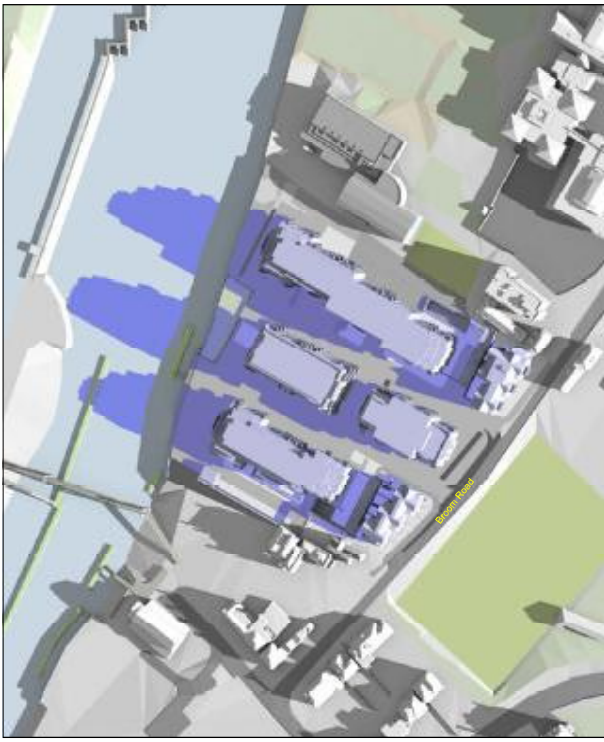
Savills  
 25 Finsbury Square  
 LONDON EC2A 3DU  
 Tel: +44 (0) 20 7493 8844  
 Fax: +44 (0) 20 7493 1933  
 info@savills.com

**Project**  
 TEDDINGTON RIVERSIDE  
 LONDON TW11

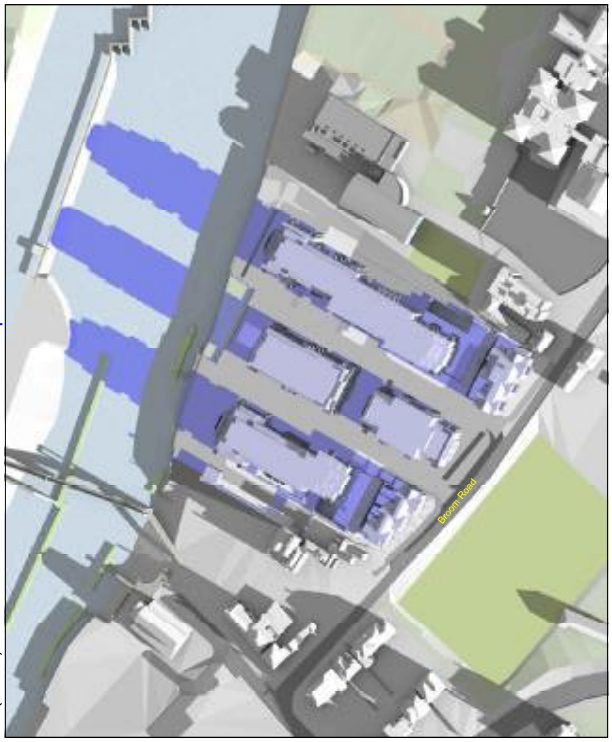
**Phase**  
 TRANSIENT OVERSHADOWING  
 STUDY

**Date** JAN/14  
**Drawn By** DR  
**Checked By**  
**Drawing No.** SA138/DEC/17/03

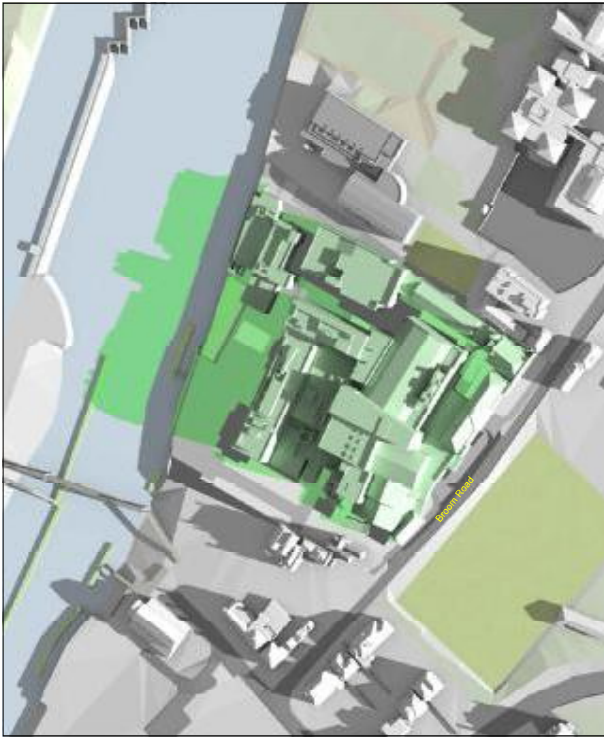
Rev.	-
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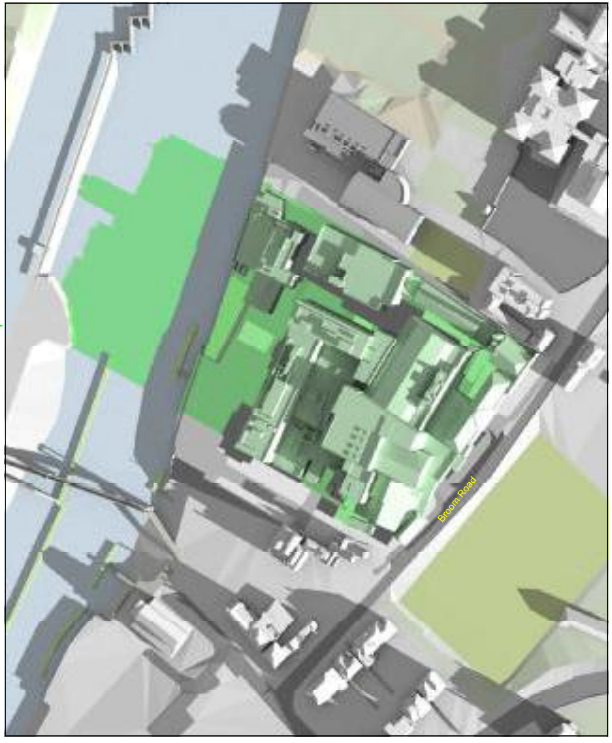
PROPOSED - 1:00pm



PROPOSED - 2:00pm



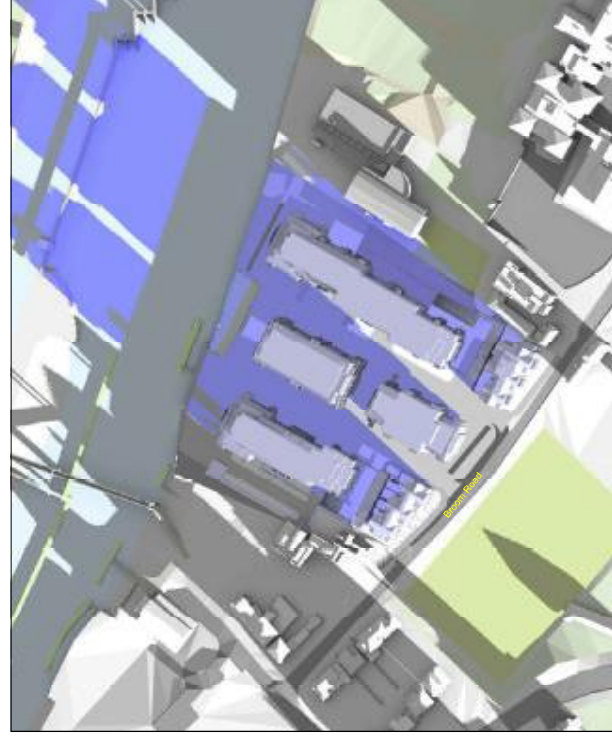
EXISTING - 1:00pm



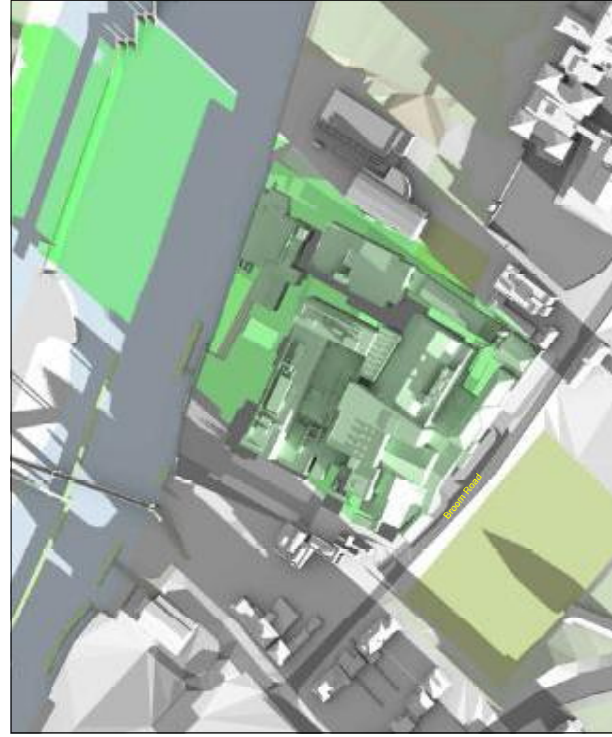
EXISTING - 2:00pm

December 21st (GMT)





PROPOSED - 3:00pm



EXISTING - 3:00pm

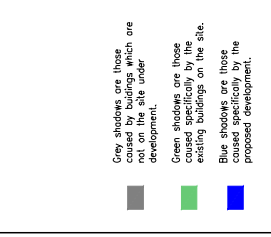
December 21st (GMT)

**SOURCES**  
 TP BENNETT  
 Plans, Elevations and Site Model:  
 Teddington Riverside Iteration \_ (1) and (2);  
 A15.skp  
 Proposee scheme dated 12/12/13;  
 A9951D0089-107.rvtg

Grey shadows are those  
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 development.

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 cast specifically by the  
 existing buildings on the site.

Blue shadows are those  
 cast specifically by the  
 proposed development.



**Savills**  
 BUILDING CONSULTANCY  
 25 Abchurch Lane, London EC4N 3DF  
 Tel: +44 (0) 20 7492 6000  
 Fax: +44 (0) 20 7492 1533  
 savills.com

**Project:**  
 TEDDINGTON RIVERSIDE  
 LONDON TW11

**Phase:**  
 TRANSIENT OVERSHADOWING  
 STUDY

**Date:** JAN/14  
**Drawn By:** DR  
**Checked By:** SA/BE/DECT/ZA

**Scale:** NTS

**Sheet No.:** -

SOURCES:  
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 Plans, Elevations and Site Model:  
 Teddington Riverside\_Iteration\_ (1) and (2);  
 A15.dko  
 Proposed scheme dated 12/12/13;  
 A9991D0099-107.dwg

AREA RECEIVING LESS THAN  
 2 HOURS OF DIRECT SUNLIGHT  
 AREA RECEIVING MORE THAN  
 2 HOURS OF DIRECT SUNLIGHT  
 % OF REGION IN MORE THAN 2 HOURS  
 OF DIRECT SUNLIGHT



Savills

BUILDING CONSULTANCY  
 FEDERAL SERVICES BUILDING SERVICES INC.  
 PROJECT MANAGEMENT / COST CONSULTANCY

Savills  
 25 Finsbury Circus  
 London EC2A 7EE  
 Tel: +44 (0) 20 7493 8333  
 Fax: +44 (0) 20 7494 1933  
 www.savills.com

Project:  
 TEDDINGTON RIVERSIDE  
 LONDON TW11

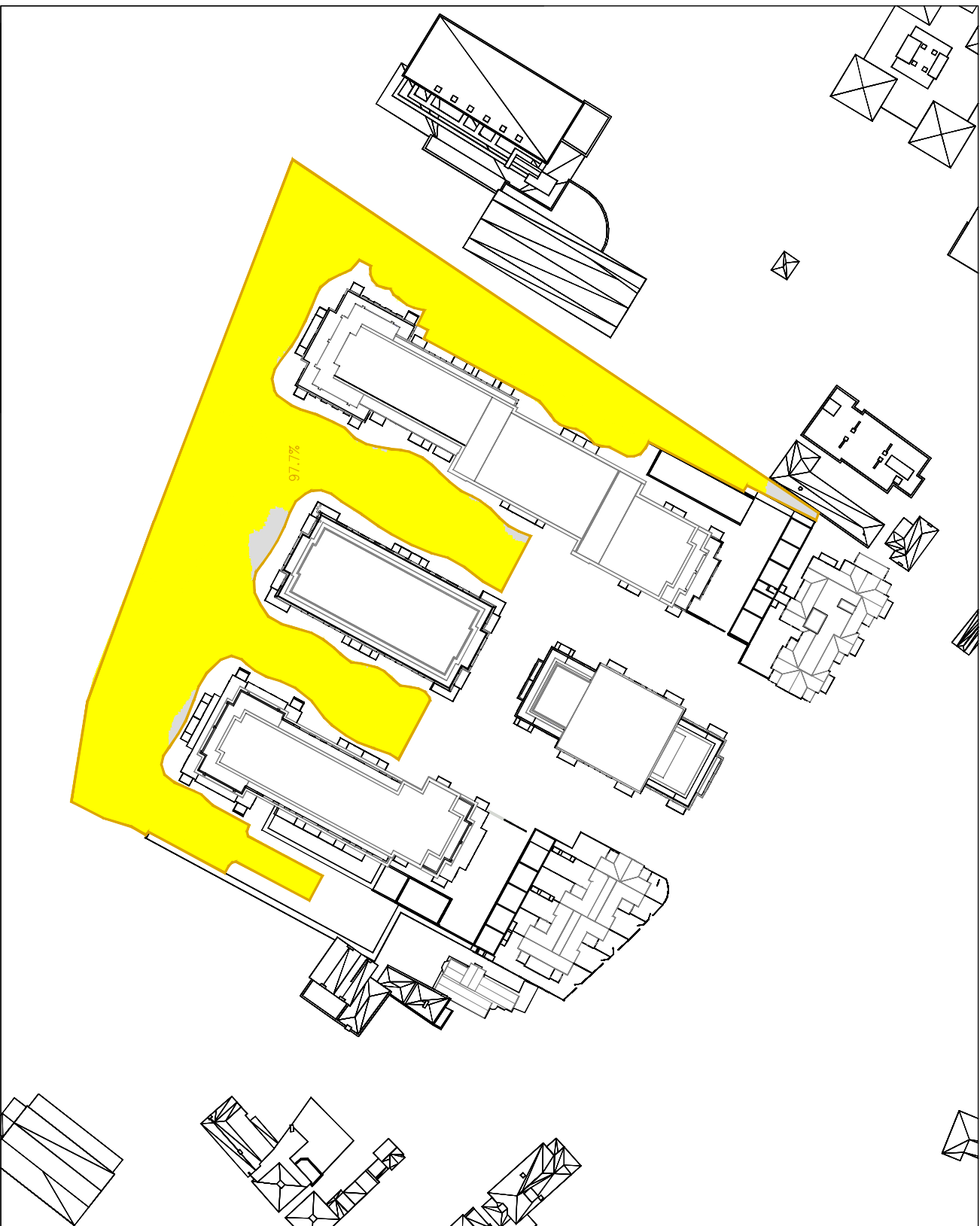
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 BRE 2-HOUR SUNLIGHT TEST  
 Proposed Scheme dated 12/12/13  
 March 21st

Date: JUN 14 Scale: 1:150

Drawn by: C.J. Checked by:

Printing No.: SAT/099/18

002





**APPENDIX 5**  
**Savills Terms of Business**

# TERMS OF BUSINESS CONSULTANCY



Savills (UK) Limited's standard terms of business are set out below. The accompanying engagement letter (the Letter) may vary these terms. The Letter and the terms of business will together form our Terms of Appointment and, as required by The Estate Agents Act 1979 also constitute the written terms of business which, along with their fees, agents are required to confirm to their clients. When you have read and understood the Letter and these Terms, you should sign and return the copy of the Letter to us to record your acceptance of them. If you fail to return the copy to us or fail to acknowledge your acceptance in writing (including by email), but continue to instruct us in relation to the Services, you will be deemed to have accepted these terms and the conditions set out in the Letter.

In this agreement, any reference to "we", "our" or "us" is to Savills (UK) Limited, reference to "you" is to the client to whom the Letter is addressed and references to the "Appointment" is to our appointment under the Terms of Appointment. In these terms the singular includes the plural and the masculine includes the feminine.

## 1.0 Our Responsibilities

1.1 Our role and responsibilities as agent and/or consultant, as appropriate, are set out in the Letter.

1.2 We undertake to comply with the terms of the Estate Agents Act 1979, the Consumer Protection from Unfair Trading Regulations 2008 (CPRs), the Business Protection from Misleading Marketing Regulations (BPRs) and other legislation where relevant to our Appointment as agent and/or consultant.

## 2.0 Fees

### 2.1 Responsibility for Payment of Fees, Costs & Charges

2.1.1 The person or company identified in the Letter as the client is responsible for payment of our fees, costs and charges. If more than one party is to be responsible, the Letter should be signed by all relevant parties and their liability will be joint and several.

2.1.2 From time to time we may pay commission to third parties who introduce new clients or new business to us. This may include an introduction made to you or in respect of business that we conclude for you. We pay commission out of revenue earned from the relevant introduction.

### 2.2 Calculation of Fees

2.2.1 Our fees for the Appointment are set out in the Letter.

2.2.2 Unless otherwise agreed in writing, our fees are exclusive of any other specialist consultants' advice that may be required e.g. service engineers. We will advise you of the need for such advice as necessary. When the Appointment of another specialist consultant is required, we will undertake responsibility for the co-ordination and integration of such specialist consultant's work, but the appointment will be made directly between you and the other specialist consultant, and will form a separate contractual relationship. Unless otherwise agreed in writing, we have no responsibility for such other specialist consultant's performance of your instructions. Where you approve the appointment of a specialist consultant, you hereby authorise us to enter into a contract with such consultant on your behalf.

### 2.3 Expenses

2.3.1 In addition to the fees quoted above, reasonable disbursements will be charged. Travel and subsistence, photography, printing, photocopying, binding, postage and couriers are all charged as disbursements.

2.3.2 Until we receive written authority to proceed in connection with incurring disbursements, we reserve the right not to proceed with the consultancy.

### 2.4 Timing of Payment

2.4.1 Unless otherwise specified in the Letter, we shall raise invoices for our fees on a monthly basis.

2.4.2 Subject to clauses 2.1 to 2.3 above, our fee and any outstanding expenses are due and payable within 14 days following receipt of invoice.

## 2.5 VAT

2.5.1 All our fees, costs and charges are exclusive of Value Added Tax, which (where applicable) will be paid by you to us in addition to the sums due.

### 2.6 Interest and Recovery of Fees

2.6.1 Interest will be payable at 4% above the Barclays Bank base rate from time to time on any invoice that remains unpaid for 14 days after payment is due.

2.6.2 If we find it necessary to use solicitors or other parties to recover agreed fees, costs or charges, you agree to pay any reasonable costs incurred by us in this respect.

## 3.0 Suspending and Terminating Instructions

3.1 You or we may at any time terminate the Appointment by giving not less than 28 days' written notice (unless otherwise agreed in the Letter). Notice by either side does not detract from our right to charge fees under clause 2.0 above.

3.2 Either party may terminate this Appointment immediately upon giving notice in writing to the other party if (in the reasonable opinion of the terminating party) any one of more of the following events occurs or is likely to occur:

3.2.1 a party making any voluntary arrangement with its creditors, entering administration or going into liquidation; or

3.2.2 a security holder taking possession, or a receiver or administrative receiver being appointed, over all or any part of the property or assets of a party; or

3.2.3 any other similar or analogous event in any jurisdiction;

3.2.4 the other party commits a material breach of these Terms of Appointment.

3.3 We may suspend performance of our obligations under these Terms of Appointment without liability if you fail to pay any sum when due and fail to rectify such breach within seven days of receiving notice of non-payment.

3.4 If this Appointment is terminated or suspended for any reason under clause 3.0 above, you shall pay all fees and expenses due, commensurate with the services performed, including time spent in closing down the instruction. We reserve the right to invoice for all disbursements incurred to date and the greater of the time-charge for the work carried out or:-

3.4.1 Lump-sum fixed fees: pro-rata the fee by reference to the stage that work has reached;

3.4.2 'Success' fees: a reasonable percentage of the anticipated fee, by reference to the stage in negotiations that has been reached;

#### 4.0 Limitation of Liability

- 4.1 Neither party will be liable for any loss of profit (other than in respect of our fees, costs or charges), loss of business or goodwill, or for any special, indirect or consequential loss or damage suffered by the other (including as a result of an action brought by a third party), save that nothing in these Terms of Appointment will exclude or restrict any liability which either party may have for (i) death or personal injury arising out of negligence, (ii) fraudulent misrepresentation or (iii) any other liability which cannot be restricted or excluded by law.
- 4.2 We will not be liable for any loss as a result of your receipt of any information, data or communications supplied or sent by us electronically, where through no fault of our own the relevant information, data or communication has been corrupted or otherwise modified as a result of it being supplied or sent electronically. You will be responsible for ensuring that any materials you provide or send us by any electronic medium and/or by computer disk are, and remain, virus free.
- 4.3 Subject to clauses 4.1 and 4.2 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Appointment or otherwise under the Terms of Appointment, unless otherwise agreed in writing, shall be limited to £5.0m.

#### 5.0 Indemnity

- 5.1 Subject to clause 4.0 above you will indemnify and keep us indemnified on an after tax basis against all losses, damages, costs and expenses suffered or incurred by us, arising out of or by virtue of your instructions to us or arising out of any act, omission or default by you, any joint agent or any other third party instructed by you, other than any losses, damages, costs and expenses arising by virtue of our default or negligence.
- 5.2 During the term of the Appointment and for a period of 6 years thereafter, we will maintain in force, with a reputable insurance company, professional indemnity insurance in an amount not less than £5.0m and shall, on your request, produce confirmation from our insurance broker giving details of cover and that the current year's premium has been paid.

#### 6.0 Compliance

##### 6.1 The CPRs and BPRs

- 6.1.1 Under the CPRs and BPRs it is a criminal offence for an agent to make inaccurate or misleading statements about property whether in sale particulars, adverts, photographs or verbal statement. This includes making statements that might give the wrong impression about a property and includes omitting facts. You will be asked to verify certain information and must assist to the best of your knowledge.
- 6.1.2 You will ensure that you advise us of all material facts relevant to us acting as agent and that all information provided by you and/or your professional advisers is and remains complete, accurate and not misleading, for example:
- 6.1.2.1 you will inform us of any unusual or onerous encumbrances, restrictions, easements, outgoings or conditions attaching to the property; and
- 6.1.2.2 you will inform us if the property does not comply with all relevant statutory requirements or if the property has not been constructed or is occupied in contravention of or is to be sold or let without valid planning permissions and building regulation and all other approvals required by regulation; and

- 6.1.2.3 you will check all marketing materials and promptly notify us if any part of those materials is or becomes incomplete, inaccurate or misleading.

- 6.1.3 We will notify you as soon as reasonably practicable if we become aware that any information provided by you is incomplete, inaccurate or misleading. You will be responsible for any additional costs subsequently incurred by us to ensure that the circulation of incomplete, inaccurate or misleading information is rectified, whether by the reissue of amended marketing materials or otherwise.

##### 6.2 Money Laundering

- 6.2.1 We are obliged to identify our clients in accordance with the requirements of the Money Laundering Regulations 2007. We are likely to request from you, and retain, some information and documentation for these purposes and/or make searches of appropriate databases electronically. For the avoidance of doubt, searches may also be conducted on directors and "beneficial owners" of the client as required by the legislation. If satisfactory evidence of your identity is not provided within a reasonable time, there may be circumstances in which we are not able to proceed with the instruction.

- 6.2.2 The provision of our services is a business in the regulated sector under the Proceeds of Crime Act 2002 and, as such, we are required to comply with this legislation which includes provisions that may require us to make a money laundering disclosure in relation to information we obtain as part of our normal work. It is not our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the 'tipping off' provisions of the legislation.

##### 6.3 Data Protection

- 6.3.1 In the course of providing services to you, we may collect or receive personal information relating to you and (where the client is a company) your employees, officers and shareholders or (where the Client is an individual) members of your family. We will use such personal information for the purpose of providing services to you in accordance with our Appointment. We will also use personal information for related purposes, such as updating our client records, carrying out identity checks in accordance with money laundering requirements (as further set out above in clause 6.2.1) and carrying out credit checks. We may use third party data processors to carry out such activities on our behalf. Data processors may be located in any part of the world. We will ensure that data processors take adequate steps to protect your personal information.

- 6.3.2 Where we use your personal information to carry out credit checks and anti-fraud checks your details will be passed to credit reference or fraud prevention agencies, who may keep a record of your information and the checks carried out.

- 6.3.3 If you provide personal information to us relating to another person, you must ensure that you are permitted to pass such information to us and that the individual concerned is aware that you are passing their personal information to us.

- 6.3.4 ~~We may contact~~ you from time to time by email, post or telephone about products and services that we think may interest you. If you would prefer not to receive such communications please let us know by sending an email to [data@savills.com](mailto:data@savills.com).

- 6.3.5 We may also pass your personal information to our holding company Savills plc, other members of the Savills group and our associated companies ("Group Companies") to enable them to contact you by telephone, post or email about their products and services. Information that may be passed to Group Companies includes contact details, information about services provided to you by us and other Savills contacts known to you. Group Companies may be located anywhere in the world. For a full list of Group Companies please contact the Company Secretary. By instructing us, you

consent to us passing your information to Group Companies and to Group Companies using your contact information to send marketing materials to you, including by email.

**6.3.6** If you have any queries about how we use your personal information or if you would like to see a copy of our data protection policy please contact the Company Secretary at 33 Margaret Street, London W1G 0JD, or [compliance@savills.com](mailto:compliance@savills.com).

## **6.4 Equality Act 2010**

**6.4.1** We are committed to promoting equality and diversity in all our dealings with clients, suppliers, third parties and employees and require that you co-operate with this approach. If you would like to see a copy of our equality and diversity policy please contact the Company Secretary at 33 Margaret Street, London W1G 0JD, or [compliance@savills.com](mailto:compliance@savills.com).

## **6.5 Anti-Corruption**

**6.5.1** You shall comply at all times with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

## **7.0 Health and Safety**

**7.1** You are responsible for all health and safety, and environmental obligations in accordance with all relevant laws, enactments, orders, codes of practice and regulations in relation to our Appointment.

**7.2** You must ensure that we are notified of and provided with all relevant information relating to risks to health and safety and any documentation and/or measures in place to manage those risks. This includes any relevant information to ensure that any viewings or visits are conducted safely.

## **8.0 Confidentiality**

**8.1** Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clauses 8.2 and 8.3 below.

**8.2** Each party may disclose the other party's confidential information:

**8.2.1** to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of carrying out the party's obligations under Terms of Appointment ("Permitted Recipients"). Each party shall ensure that its Permitted Recipients comply with this clause 8; or

**8.2.2** with the other party's prior consent; or

**8.2.3** as may be required by law, court order or any governmental or regulatory authority.

**8.3** Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under these Terms of Appointment.

**8.4** The provisions of this clause shall survive any termination of this Appointment.

## **9.0 Use of Information**

**9.1** Subject to our confidentiality obligations under clause 8, information provided to us by you, or relating to our instructions may be published or otherwise used by us for marketing purposes either before or after the expiry or termination of our Appointment.

**9.2** All advice and services produced for you ("Work") is to be regarded as confidential to the party to whom it is addressed and is intended for the use of that party only. Consequently, in accordance with current practice, no responsibility is

accepted to any third party in respect of the whole or any part of the Work. Before the Work, or any part of it is reproduced, our written approval as to the form and context of such publication must be obtained.

## **10.0 Intellectual Property Rights**

**10.1** All Intellectual Property Rights and all other rights in all reports, drawings and accounts and other documentation created, prepared or produced by us in relation to our Appointment shall be owned by us. Subject to 10.2 below, we license all such rights to you free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable you to make reasonable use of such reports, drawings and accounts and other documentation.

**10.2** You acknowledge that, where we do not own any pre-existing materials, your use of rights in pre-existing materials is conditional on us obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle us to license such rights to you.

## **11.0 Complaints Procedure**

**11.1** In accordance with the Royal Institution of Chartered Surveyors' Rules of Conduct, we operate a formal procedure to deal with complaints from clients and others. Details of this procedure are available from the Complaints Handling Officer ([complaints@savills.com](mailto:complaints@savills.com)).

**11.2** For unresolved business to business complaints there are provisions for matters to be referred to mediation or arbitration as appropriate. We are also members of the 'Ombudsman Services: Property' for the resolution of any consumer complaints that are not satisfactorily resolved between the parties.

**11.3** Your right to pursue any dispute through the courts is not affected by the option to resolve a dispute through the complaints procedure or arbitration.

## **12.0 Third Party Rights**

**12.1** We are a member of the group of companies whose ultimate holding company is Savills plc. These Terms of Appointment, including any written variation, may be enforced by any member of the Savills Group pursuant to the Contracts (Rights of Third Parties) Act 1999, but otherwise the Provisions of the Contracts (Rights of Third Parties) Act will not apply.

**12.2** Notwithstanding that these Terms of Appointment may be enforced by Savills Group, the Terms of Appointment may be varied or the Appointment may be suspended or terminated in accordance with the Terms of Appointment or by mutual consent, in each case without the consent of any such third party.

## **13.0 Assignment**

**13.1** You shall not be entitled to assign, sub-contract or otherwise dispose of any of your rights or obligations under these Terms of Appointment without our prior written consent.

**13.2** We may at any time and without seeking your consent, assign or sub-contract our rights and obligations under these Terms of Appointment to another company within the Savills Group (the "Transferee"). On condition that the Transferee undertakes for your benefit to perform with effect from the date of assignment all of our obligations under these Terms of Appointment in our place, you shall accept such performance and shall release us from any and all obligations and liability under these Terms of Appointment arising on or after the date of assignment.

## **14.0 Order of Priority**

**14.1** The Letter and these terms are to be read together as a single document which make up the Terms of Appointment. In the event of any conflict, the terms of the Letter will prevail