

## Standard Terms of Business

### 1. Agreement

These Standard Terms of Business together with our Terms of Engagement Letter set out the basis on which we shall carry out your instruction(s).

### 2. Conflict of Terms

Where there is conflict between these Standard Terms of Business and the terms set out in the Terms of Engagement Letter, the terms in the Terms of Engagement letter will prevail.

### 3. Interpretation

Reference in these Standard Terms of Business to:

“we”, “us” and “our” are to RSJ Farm Business Services (RSJ FBS Ltd).

“you” and “your” are to Client as defined in the Terms of Engagement Letter.

“Terms of Engagement Letter” is to our letter setting out the basis on which we shall carry out your Instruction or Instructions.

“Instruction” and “Instructions” means the work and services carried out by us as specified within the Terms of Engagement Letter.

“Special Assumptions” means any special assumptions set out in the Terms of Engagement Letter.

“Data Protection Legislation” is to the General Data Protection Regulation (EU 2016/679) and any amendments or replacement of it in force in England and Wales from time to time.

### 4. Fees

4.1 We will charge a fee for work carried out for you and specified in the Terms of Engagement Letter.

4.2 Where the urgency of Instruction(s) or where deadlines of a case require an extraordinary amount of time to be incurred quickly, there may be an Increased fee charge.

4.3 If the work is not completed or your Instruction(s) are withdrawn you will pay for the time spent by us on the work up to the time when work ceased.

4.4 As you are the client, you are ultimately responsible for the payment of our fees, even if a third party has agreed to pay all or part of your fees. Our method of charging is as set out in our Terms of Engagement Letter.

4.5 All fees under this instruction(s) shall be paid in full by you without any Set-off, counterclaim of deduction.

### 5. Invoices and Timing for Payment

5.1 We will deliver invoices to you as set out in the Terms of Engagement Letter.

5.2 Unless we are instructed otherwise, we will usually issue our invoice to you by email although if a hardcopy is required this will be provided on request.

5.3 All invoices are due for payment within 14 days of the date of the invoice. In the event the invoice has not been paid in full by you within 14 days of the date of the invoice we may charge you interest on the unpaid amount at the rate of 8% per cent plus Bank of England Base Rate, in accordance with the late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and 2013.

5.4 Where RSJ Farm Business Services (RSJ FBS Ltd) incurs additional cost and charges as a result of non-payment, including court costs/debt collection fees and charges, we reserve the right to charge for all third party recovery fees and charges, which will be added to the outstanding debt and (where allowed under statute) recovered from you.

### 6. Disbursements and Expenses

6.1 All disbursements and out-of-pocket and travel expenses incurred by us in the performance of the Instruction(s) are repayable by you to us in addition to the fees charged by us. Mileage and disbursements will be charged at the prescribed rate as set out in the Terms of Engagement Letter.

6.2 We may invoice you for repayment of out-of-pocket expenses at any time.

- 7. Performance of Services**
- 7.1 We shall use reasonable skill and care in undertaking the Instruction(s) and carry out the work for you within a reasonable time unless specified in the Terms of Engagement Letter.
- 7.2 If we need to engage other professionals on your behalf we will do so as your agent. We cannot be responsible for any act or omission of such a professional unless we have otherwise agreed in writing.
- 7.3 We may use contractors to undertake part or parts of Instruction(s) being supplied by you.
- 8. Scope of Services**
- 8.1 You have instructed us to undertake the Instruction(s) on your behalf.
- 8.2 In the event your Instruction(s) to us change after the commencement, we will be entitled to refuse to accept such altered Instruction(s) subject to clause 4.3.
- 8.3 We will not be responsible to you for the work of any other professional Adviser or contractor.
- 9. Advice**
- 9.1 We will not accept any liability for any verbal advice given that you wish to rely on that is not provided by us in writing.
- 9.2 Any advice given by us, unless otherwise agreed by us, is solely for your benefit and must be kept confidential. Our advice may not be relied on by you except for the purposes of the matter to which it relates. It may not be disclosed to any third party unless we agree that you may do so, or if you have a legal duty to disclose it. Our advice may not be used or relied on by any third party without our prior written consent. We will accept no liability to any third party to whom you disclose our advice.
- 9.3 We will not be under any obligation to update any advice to take account of events occurring or information received after the advice has been delivered in final written form.
- 10. Your Agreement**
- 10.1 You will pay us fees as specified in these Standard Terms of Business and/or the Terms of Engagement Letter.
- 10.2 In addition to fees you will pay us all disbursements and other costs as Referred to in clause 6 and any applicable VAT on all fees, disbursements and costs incurred in completing the Instruction(s) at the rate in force from time to time.
- 10.3 You agree to ensure that we have adequate access for us and our representatives to any property, deeds, documents, plans, drawings, models and information which we may require in order to undertake the Instruction(s).
- 11. Communication**
- 11.1 We will communicate with you and others in connection with your Instruction(s) by email to any email address provided to us and you accept the risks that this form of communication poses and the potential of it not reaching the intended recipient.
- 11.2 Email travels over the public internet and is subject to its short-comings. Once a message has left our server, we cannot guarantee that it will remain confidential or whether the message will arrive. If you do not wish us to communicate by email, whether you or others (for example other professionals, other advisers or on your behalf at other addresses), please advise us in writing.
- 11.3 Our legal notice attached to all emails contains other important restrictions and notices.
- 12. Copyright, Confidentiality and Third Party Rights**
- 12.1 Copyright and other intellectual property rights in all original material produced by us is owned by us. You may copy any document we produce for you, but you must not modify, reuse or adapt any documents we produce for you without prior written agreement. We reserve the right to reuse any documents that we produce in connection with your matters for other clients or generally in our business, however we will not disclose any information which is confidential to you. Any other material where the copyright or intellectual property rights may belong to third parties may not be copied in any manner which might amount to an infringement of the copyright and/or intellectual property right of that third party.
- 12.2 Subject to being authorised by law or where the information becomes quickly available we will not disclose any confidential information to any third party other than to your other professional advisers or consultants.
- 12.3 We are required by law to report arrangements that may involve proceeds of crime and may not be permitted to tell you that this has been done. If we are required for any reason (whether during the course of a matter or after it has ended) to compulsorily disclose documents or to give information orally or in writing relating to a matter of your affairs pursuant to a Court Order, notice of demand served by an entity or person with the authority to compel such disclosure, then we shall comply. We will be entitled to be paid for the cost of such compliance by you at our existing hourly rates.

**13. Exclusions and Limitation of Liability**

- 13.1 Subject to clause 13.2, the extent of our liability to you for any loss or damage suffered by you as a direct result of the breach of our Instruction(s) shall be limited to the limit on our professional indemnity insurance cover which is the sum of £1,000,000 (one million pounds) PROVIDED THAT we shall only be liable where such loss or damage was a reasonably foreseeable consequence breach of our instruction(s) or our negligence.
- 13.2 We shall not be liable for
- Any loss or damage suffered as a result of incomplete, inaccurate or erroneous information or instructions provided or made available to us by you or on your behalf; or
  - In any event, any loss of profits, revenue sale or business, turnover, contracts, loss or damage to goodwill, loss or damage of reputation, or liability in relation to any other contract you may have entered into (whether direct, indirect or consequential)
  - Any indirect or consequential loss.

**14. Force Majeure**

- 14.1 Neither you nor we shall be liable for any loss or damage which may be suffered as a result of the performance of our Instruction(s) being prevented, hindered, delayed or rendered uneconomic by circumstances or events beyond our control.

**15. Data Protection**

- 15.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 15.2 The parties acknowledge that for the purposes of the Data Protection Legislation, that you are the data controller and we are the Data processor (where "Data Controller" and "Data Processor" have the meanings as defined in the Data Protection Legislation).
- 15.3 You will ensure that all necessary consents and notices are in place to enable lawful transfer of the personal data to us for the duration and purposes of this Agreement.
- 15.4 We shall, in relation to any personal data processed in connection with the performance by us of the instruction(s):
- 15.4.1 process that personal data only for the purposes of the Instruction(s) or on your written instructions;
- 15.4.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
- 15.4.3 not appoint any third party processor or personal data under the Instruction(s).
- 15.5 Our privacy policy can be viewed at [www.rsj.farm](http://www.rsj.farm)

**16. Retention of Documents**

- 16.1 We will retain all files and documents for a reasonable period which will in any event be not less than six years from the date on which the Instruction(s) was effectively completed as required by the rules. After this time your files and documents may be destroyed unless requested by you not to do so. We reserve the right to make a charge for the costs incurred in storing or retrieving files and documents after the six year period.
- 16.2 Storage of your files and documents may be provided by third party contractors. You agree to meet our reasonable costs in accessing your files and documents and any off-site storage facility costs.
- 16.3 "files" and "documents" means any file or document stored in any format, including physical or electronic and in or on any medium. You agree that your files and documents may be stored in a number of different media and formats and accept that there is a risk of damage and/or corruption with all systems of file and document storage.
- 16.4 You may terminate the Instruction(s) with us at any time by giving us one month's written notice to that effect. Your termination is subject to clause 4.3.
- 16.5 Either we or you may terminate the Instruction(s) immediately in the event of a material breach of either these Standard Terms of Business or the terms set out in the Terms of Engagement Letter.
- 16.6 The provisions of clauses 12, 13 and 16 shall survive termination of the Instruction(s).
- 16.7 Termination of the Instruction(s) shall not affect any rights which shall have accrued to either us or you prior to such termination.

**17. Variation**

- The Instruction(s) may only be varied between us in writing.

**18. Complaints**

RSJ Farm Business Services (RSJ FBS Ltd) look at complaints objectively and take a constructive approach to reaching a satisfactory conclusion. A copy of our Complaints Handling Procedure is available on request.

**19. Entire Agreement and Non-reliance**

19.1 These Terms of Business and the Terms of Engagement Letter constitutes the entire agreement between us and you.

19.2 Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

**20. Miscellaneous**

20.1 Any notice to be given by us to you shall be deemed properly given if put in writing and sent by personal delivery or first class post to your address from which the Instruction(s) were given to us. Any such notice shall be deemed to have been duly given upon the date on which it was given if sent by personal delivery or twenty four hours after posting if sent by post.

20.2 Any notice to be given by you to us shall be deemed properly given if put in writing and sent by personal delivery or first class post to our address. Any such notice shall be deemed to have been duly given upon the date on which it was given if sent by personal delivery or twenty four hours after posting if sending by post.

20.3 No delay or omission on our part in exercising any right, power or remedy under these Standard Terms of Business with you shall impair such right, power or remedy to operate as a waiver thereof.

20.4 Except as may otherwise be expressly agreed between parties in writing, no part of our Standard Terms of Business or Terms of Engagement Letter shall be enforceable by a third party under the Contracts (Right of Third Parties) Act 1999 or otherwise. No benefits under our terms are to be conferred by you to any third party. You agree that you will not provide a copy of any work constituting the Instruction(s) to any third party.

20.5 These Standard Terms of Business and Terms of Engagement Letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20.6 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Standard Terms of Business and Terms of Engagement Letter or its subject matter or Its formation (including non-contractual disputes or claims).

**21. Registered Office**

RSJ Farm Business Services (RSJ FBS LTD) is a private limited company registered in England and Wales.

Registered number: 15519291

Registered Office: Lower Buttermoor, Milton Damerel, Holsworthy, Devon, EX22 7PB.