

Business Terms & Conditions

GENERAL TERMS AND CONDITIONS OF BUSINESS

STRUCTURE:

Caxtons Commercial Limited (the Company) is a limited liability company registered in England - No. 2492795. Its Registered Office address is 49/50 Windmill Street, Gravesend Kent DA12 1BG. Telephone: 01474-537733. Its Registered Office address is 49/50 Windmill Street Gravesend Kent DA12 1BG.

OFFICES:

The Company has offices at:

- 49/50 Windmill Street Gravesend Kent DA12 1BG. Telephone: 01474 537733.
- 107 Watling Street Gillingham Kent ME7 2YX. Telephone: 01634 576000.
- 1 Castle Street Canterbury Kent CT1 2QF. Telephone: 01227 788088.
- 26 Hollingworth Court, Turkey Mill, Ashford Road, Maidstone, ME14 5PP. Telephone: 01622 234886.

Usual Office hours are 9.00am to 5.30pm on weekdays. The Residential Lettings Departments of some offices may also be open on Saturday.

REGULATION:

For its general business, the Company is regulated by the Royal Institution of Chartered Surveyors (RICS). It is also a corporate member of the Association of Residential Lettings Agents (ARLA) and the Association of Residential Managing Agents (ARMA).

For its insurance services, the Company is an appointed representative of Morrison Edwards Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority.

All clients' money is held in discrete clients' accounts and is processed in accordance with RICS regulations.

COMPLAINTS AND REFERRALS:

In accordance with RICS/ARLA/ARMA requirements, the Company publishes a Complaints Handling Procedure, which is available on line at www.caxtons.com or, on request, as a hard copy.

COMPLIANCE POLICY:

The Company has in place, and maintains, policies in respect of legislation relating to:

Data Protection
Money Laundering
Anti Bribery Policy
Equal Opportunities and Diversity
Health and Safety

Whilst taking all reasonable steps to observe these policies, the Company may in certain circumstances be obliged by law to release information about you to third parties. The Company cannot accept any responsibility for such disclosures.

CONFIDENTIALITY:

The Company is under a general obligation to keep the affairs of its clients confidential and will endeavour to do so. This obligation is, however, subject to legal disclosures - e.g. under the Money Laundering Regulations - and Caxtons may not be able to inform you of any such disclosures.

It may also be necessary, in the course of fulfilling your instructions, to disclose information about you to third parties. Providing such disclosures are reasonable and relevant, you are deemed to have agreed to this.

Whilst the Company is happy to accept communications by e-mail or other electronic media (except the legal service of documents) it cannot guarantee the confidentiality of either incoming or outgoing e-mails.

FEES AND CHARGES:

The Company may seek reimbursement for its services by a number of means, e.g. commission on transactions, hourly/daily rates, agreed fee etc. The charge basis for any job will be included in any contract for services or letter accepting instructions.

Ordinarily, fees and charges will be payable within thirty days of the invoice date. In accordance with Late Payment of Commercial Debts legislation, the Company reserves the right to charge compensation and/or interest on monies not paid within that time limit.

Where a fee estimate is given prior to the execution of an instruction, the Company will try to work within that estimate but cannot guarantee that it will be able to do so.

For long term jobs, or where payment is due from a third party and may be delayed, the Company reserves the right to submit interim invoices for settlement by the client within thirty days.

CASH PAYMENTS:

The Company will only accept cash payment of fees up to £1,000 including VAT. Any cash payments to the company, or directly to its Bank, may be subject to Anti Money

Laundering regulations scrutiny.

LIABILITY LIMITATION:

Our aggregate liability arising out of, or in connection with any work carried out by the Company, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed the lower of £5,000,000 or one hundred times our fee, or for property management cases one hundred times our annual management fee (in any case excluding VAT). This clause shall not exclude or limit our liability for actual fraud, and shall not limit our liability for death or personal injury caused by our negligence.

IDENTIFICATION REQUIREMENTS:

It is a requirement of the Anti Money Laundering and Proceeds of Crime legislation that the Company identifies its clients.

For individuals, the Company may require the production of personal and address identification. For corporate clients, the Company may require the production of Certificates of Incorporation and evidence of the personal identification of company directors and their domestic addresses.

These requirements may, from time to time, apply to existing or previous clients of the Company.

In performing identify verification, information provided by you may be referred to a Credit Referencing Agency.

CANCELLATION OF INSTRUCTIONS:

In the event of the Company, or its client, cancelling, or withdrawing from, an instruction; the Company reserves the right to charge for any advice or services provided up to the date of dis-instruction. The Company reserves the right to retain client files and documents until all monies due to the Company are paid in full.

CLIENT FILES:

Unless otherwise requested or arranged, client files may be destroyed after seven years from their closure date - i.e. the date of final correspondence on the file.

CONFLICT OF INTEREST:

Unless otherwise agreed following full disclosure and agreement between the Company and the Parties; the Company shall not act in any circumstance where there is a conflict of interest between the Parties.

INTELLECTUAL PROPERTY RIGHTS:

The Company retains its copyright and intellectual property rights in all systems, procedures, processes and methodologies that it has developed and in all reports, advice and material provided to its clients.

EMAIL DISCLAIMER:

Any correspondence contained within any email is subject to contract and made without prejudice unless otherwise stated. Caxtons Commercial Limited is regulated by RICS; is a member of The Ombudsman Service: Property, and the RICS Dispute Resolution Service; and is an Appointed Representative of Morrison Edwards Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority. All emails and any attachments are confidential and may also be privileged. If received by anyone other than the named recipient, they should notify the sender immediately and not disclose the content, use it for any purpose, store or copy the information in any medium.

Agency marketing advice disclaimer: Please note that unless explicitly stated otherwise, any advice contained within emails relating to the value of property is provided in accordance with Caxtons' terms of engagement in preparation for or during negotiations, or in connection with agency or brokerage work, on the understanding that it will be used for the recipients internal purposes only, that the scope or basis is restricted to the basis set out in the email or Caxtons' terms of engagement and will not be relied upon by third parties. Neither Caxtons nor the author can accept any liability to the recipient, nor third parties, who may seek to rely upon this advice for other purposes.

DISBURSEMENTS:

In addition to its properly accrued fees and charges, the Company may claim reimbursement of properly incurred disbursements and out of pocket expenses including travelling costs and, at HMRC approved rates, motor mileage costs.

FORCE MAJEURE:

The Company shall not be liable for any failure to perform its obligations if that failure is due to causes outside the reasonable control of the Company.

December 2018