

# Terms & Conditions of Service

The following represents the general contractual conditions under which we operate. Please note that these terms are subject to agreement between parties and may be subject to separate written variation.

See [provision of services](#) for additional company related information.

## 1 – DEFINITIONS AND GENERAL

1.1 - "Bondstones", "Bondstones (Chartered Surveyors)" and "Bondstones (Planning & Design)" are trading styles of Bondstones 1990 Ltd (*Hereinafter referred to as BONDSTONES*) – a limited company registered in England (no. 8970430) – and shall refer to any such organisation or body corporate that may lawfully acquire or lawfully continue in business under the same trading names – of which change all clients shall have due notice.

1.2 - *BONDSTONES'* registered office is at:

Bondstones,  
The Old Library,  
Hestercombe House,  
Cheddon Fitzpaine,  
Taunton,  
Somerset.  
TA2 8LG

1.3 - General correspondence or enquires should be forwarded to the above address. By phone: 0845 544 1990 - or – by email to [enquiries@bondstones.co.uk](mailto:enquiries@bondstones.co.uk)

1.4 - Accounts enquiries should be sent to [accounts.1990@bondstones.co.uk](mailto:accounts.1990@bondstones.co.uk)

1.5 - For the avoidance of doubt, the word 'Bondstones' and the Bondstones wordmark are registered trademarks - Registered no. UK00003049388.

1.6 - "Client" means any person, partnership or company whose request for the provision of services is accepted by *BONDSTONES* for the purposes of these terms and conditions and related contractual undertakings..

1.7 - For the avoidance of doubt *BONDSTONES* itself shall have no liability whatsoever to the Client under these conditions.

1.8 - These conditions shall apply to all services provided by *BONDSTONES* to the Client ("Services") unless otherwise agreed in writing. These conditions shall take effect to the exclusion of any other terms and conditions of the Client or otherwise. No prior correspondence, addition to, variation or waiver of these conditions shall be binding unless agreed in writing by *BONDSTONES*.

1.9 - The headings in these conditions shall not affect their construction or interpretation.

## 2 - PROVISION OF SERVICES

2.1 - Services and Fee Estimates: *BONDSTONES* shall provide services ("Services") in accordance with written instructions received from the Client. Fees for these Services will be based on any estimates provided in writing.

i. Unless expressly stated any fee estimate (aka; estimate, fee proposal, quote, etc.) shall not be fixed and are subject to variability due to unforeseen circumstances or changes in the scope of work. While *BONDSTONES* strives to work on a fixed price basis and especially in adopting a 'quote high - bill low' approach, it is acknowledged that it is not always possible to predict all potential outcomes or requirements at the commencement of a project, and thus fees required remain subject to variation.

ii. In the absence of a specific fee agreement, *BONDSTONES* will charge for Services at its standard rate of £150 per hour (or part thereof), excluding costs, disbursements, expenses and VAT. Discounts, offers, or reduced rates provided by *BONDSTONES* shall be applied in good faith, however, should there be any default in agreement, these concessions shall become void, and the full, unadjusted fees will apply.

2.2 - Minimum Fees / Hourly Rates: The following minimum fees (exclusive of VAT) shall apply;

- For any new project; £550 - inclusive of upto 4 hours of professional services.
- For each additional hour of ad-hoc consultancy (or part thereof); £150 per hour (our "ad-hoc" rate).
- For each hour (or part thereof) of work beyond forecast / estimated fees; £137.50 (our hourly rate)
- For site visits, inclusive of associated administrative work and research; £550 (exclusive of travel costs / disbursements / expenses).

i. Should the time spent by *BONDSTONES* exceed the allocations in 2.2, *BONDSTONES* shall charge services at the ad-hoc rate - unless a different rate has been proposed in writing.

ii. For services involving *BONDSTONES* consultants in planning appeals or in representing clients in enforcement actions these services shall be termed 'specialist professional services', Unless otherwise agreed in writing - charges for these services shall be at double (2x) *BONDSTONES* ad-hoc rate.

iii. For any 'ad-hoc' or other services requested at very short notice (for delivery within 5 working days) - or which are required to fall outside of normal office hours (without prior arrangement), *BONDSTONES* will charge double the standard hourly rate.

2.3 - Invoicing Frequency: Invoices for Services provided will be issued on a monthly basis, or at *BONDSTONES*' discretion, based on the progress and nature

of the work performed. This approach ensures timely and accurate billing reflective of the work undertaken.

2.4 - Variable Invoicing and Invoice Variation Approval: Subject to appropriate circumstances *BONDSTONES* may offer a variable invoicing option, permitting clients to propose variations to issued invoices. This option is provided solely at the discretion of *BONDSTONES'* Directors and may be varied or withdrawn at any time.

i. The specific terms and conditions applicable to variable invoicing will be detailed in the respective invoice document at the time of issue.

ii. Any variation to an invoice proposed by a client must be approved by *BONDSTONES* . Such variations shall not be deemed approved until explicitly confirmed in writing.

iii. Following approval of a invoice variation request, *BONDSTONES* shall issue a credit note reflecting any agreed changes. Until such credit note is issued, the original invoiced amount remains due and payable.

2.5 - Staff Allocation: While a specific member of *BONDSTONES* staff may be named to provide the Services, *BONDSTONES* reserves the right to assign other staff (or suitable contractors) with comparable skills and experience to deliver the Services.

2.6 - Communication: *BONDSTONES* will primarily communicate electronically, via internet or other digital media. While reasonable steps will be taken to safeguard information security and confidentiality, *BONDSTONES* does not accept liability beyond these measures.

2.7 - Recording Communications: *BONDSTONES* may record all telephone and verbal communications, both incoming and outgoing, for purposes including but not limited to monitoring, training, security, and customer service. Recorded information will be treated in accordance with our data handling protocols. Any recordings may be processed automatically and / or transcribed for further analysis.

2.8 - Collateral Warranties: *BONDSTONES* does not customarily enter into collateral warranties. If such a warranty is required and agreed upon, subject to prior approval and insurer confirmation, an additional minimum fee of £5,250.00 per warranty will apply. Terms of any warranty shall not impose upon *BONDSTONES* duties or liabilities greater than those outlined in these terms and conditions, unless explicitly agreed upon in writing and confirmed by our insurers.

## 3 – CLIENT OBLIGATIONS

3.1 - The Client warrants that all information provided by or for him to *BONDSTONES* will be full and accurate.

3.2 - The Client will be responsible for assessing and acting upon the recommendations and advice given by *BONDSTONES* and for any commercial decisions that it makes. The Client is responsible for taking into account the limitations in the instructions given to *BONDSTONES*, and commercial and other factors, of which the Client and its other advisors are, or should be aware.

3.3 - The Client will ensure that all legislative and health and safety requirements are complied with in relation to employees of *BONDSTONES* working on the Client's premises.

3.4 - The Client will ensure that any employee, employees, agents or themselves attending *BONDSTONES* premises will comply with statutory and *BONDSTONES* health, safety, welfare, information technology and security arrangements.

3.5 - Delivery, maintenance and insurance of materials and equipment provided by the Client shall be the responsibility of the Client.

3.6 - *BONDSTONES* will be responsible for its own materials and equipment.

3.7 - The Client will indemnify *BONDSTONES* against claims brought or threatened by third parties (including all liabilities, losses, reasonable legal fees and internal management and administrative costs arising from such claims) as a result of or connected with the Services except to the extent that *BONDSTONES* is legally liable to the Client.

3.8 - Where it is appropriate to do so the client will assist *BONDSTONES* with any marketing and promotional activities that *BONDSTONES* may choose to undertake (at the company's own cost – unless by mutual agreement) either during or after the completion of the agreed works. This will include but is not limited to providing reasonable opportunity for collection of promotional photographs and other marketing media (including written articles) relating to works undertaken and, where safe and lawful to do so, the Client will permit *BONDSTONES* to install promotional signage at the site for the duration of the project.

3.9 - Exclusive Reliance on Bondstones Services and Advice:

i. Upon engagement of *BONDSTONES* the Client agrees to rely exclusively on the advice and services provided by *BONDSTONES* for the specific project. The Client acknowledges and agrees not to seek or rely upon any third-party advice, consultation, or services in connection with the project without the prior written consent of *BONDSTONES*, and:

ii. Should the Client receive conflicting advice or services from a third party without *BONDSTONES*' prior written consent, the Client understands and agrees that any resulting conflicts, delays, or additional costs will be the Client's sole responsibility. Furthermore, *BONDSTONES* reserves the right to terminate the

agreement, retain any deposit or fees paid to date, and at its discretion seek any additional compensation for work performed or damages incurred as a result of the Client's breach of this clause.

iii. If the Client has any concerns or questions regarding the advice or services provided by *BONDSTONES*, they are encouraged to discuss these matters directly with their assigned *BONDSTONES* representative to ensure a clear understanding and the most favourable outcome for the project.

## 4 - PAYMENT TERMS

4.1 - Clients are guided to take notice of payment terms written within estimate and / or contractual documentation issued. Unless otherwise stated all invoiced sums are due within 21 days of invoice date. Where fees are payable on submission - *BONDSTONES* reserves the right to withhold planning applications or other submissions until cleared funds are received and confirmed.

4.2 - *BONDSTONES* reserves the right unilaterally to vary payment terms by giving prior written notice.

4.3 - If any payment is not made to *BONDSTONES* by the due date:

i. *BONDSTONES* reserves the right to cease to provide the Services, to withdraw any active applications submitted on behalf of the client and to terminate any contract;

ii. *BONDSTONES* reserves the right to charge additional fees (in accordance with clause 2.1 above) to recover any costs incurred in administration of the account, and where necessary, to pass on the Client's account to an external agency for immediate collection without further notice to the Client;

iii. the Client agrees that payment for all contracted services and / or services carried out by *BONDSTONES* up to that date shall become due and payable forthwith whether or not an invoice has been issued in respect of that work and notwithstanding that 21 days may not have expired since the invoice date; and

iv. *BONDSTONES* reserves the right to charge compensation and interest on any late or overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 - or any subsequent revisions or replacement thereof - The rate of interest calculated in respect of late payments will be 8% over the base rate of Lloyds Bank PLC in force from time to time, or;

v. where any agreement between the Client and *Bondstones* are *not* expressly covered by provisions of the Late Payment of Commercial Debts (interest) Act 1998, the Client agrees to pay compensation and interest on overdue sums as if they were a body corporate - and thus obligated by that act.

4.4 - The Client shall reimburse *BONDSTONES* for all expenses properly incurred by *BONDSTONES* in the discharge of the Services.

4.5 - Where required, *BONDSTONES* will add VAT to its charges and expenses at the applicable rate then in force.

4.6 - *BONDSTONES* reserves the right to take up credit, bank and other references.

## 5 - *BONDSTONES*' WARRANTIES AND LIABILITY

5.1 - *BONDSTONES* will use reasonable skill and care in carrying out the Services. *BONDSTONES* advice is based upon the business climate and circumstances prevailing at the time the advice is given. *BONDSTONES* accepts no responsibility for any external factors which may later change or fluctuate or of which *BONDSTONES* cannot reasonably be expected to be aware.

5.2 - The parties agree that *BONDSTONES* advice will only apply in the context of the instructions given by the Client to *BONDSTONES*.

5.3 - *BONDSTONES* will not accept liability for use by the Client in any other circumstances.

5.4 - Any advice or recommendations given by *BONDSTONES* as part of the Services will not be binding on *BONDSTONES* unless confirmed by *BONDSTONES* in writing.

5.5 - Any work carried out for the Client by *BONDSTONES* outside the Services and for which *BONDSTONES* does not charge the Client shall not be, or deemed to be, subject to any contract between *BONDSTONES* and the Client. *BONDSTONES* will not expect or agree to the Client relying upon such work and *BONDSTONES* excludes all liability in contract and in tort, including for negligence, for such work.

5.6 - *BONDSTONES* will not be liable for any of the following arising from provision of the Services (including arising from *BONDSTONES* negligence):

- i. loss of anticipated profits or expected future business;
- ii. damage to reputation or goodwill;
- iii. damages, costs or expenses payable by the Client to any third party;
- iv. loss of any order or contract; or
- v. indirect or consequential loss of any kind.

5.7 - *BONDSTONES* will not be liable for

- i. any failure or delay in carrying out the Services attributable to any act or omission, or delay by the Client, its employees or contractors; or
- ii. any products supplied by a third party.

5.8 - The Client shall bring any claim related to the Services within two years of

- i. the relevant incident; or
- ii. the date when the Client ought reasonably to have been aware of the existence of the claim. *BONDSTONES* excludes liability for claims brought outside this time limit.

5.9 - The liability of *BONDSTONES* in contract, negligence or otherwise relating to the Services shall be limited to the reasonable cost of remedying any defect in the Services or other matter constituting a breach and in no circumstances shall the liability of *BONDSTONES* exceed the greater of £100,000 or one-and-one-half times the total paid by the Client to *BONDSTONES* for the Services.

5.10 - Nothing in this clause 5 shall limit the liability of *BONDSTONES* for death or personal injury caused by its negligence.

## 6 - SALES COMMISSION FOR SUCCESSFUL PROPERTY INTRODUCTION

6.1 - In addition to professional services supplied to the client *BONDSTONES* (or a representative thereof) may introduce the client's property (or part thereof) to a third-party. Upon successful sale of property resulting from such an introduction, *Bondstones* shall be entitled to a commission on the financial value of the transaction whether or not the transaction results in financial remuneration.

6.2 - Unless otherwise agreed in writing (per 6.5 below) the commission rate payable shall be set at 1.5% (one point five percent) of the full and final value of the transaction between the parties. This commission shall be in addition to any professional services fees paid or due to *BONDSTONES*.

6.3 - This commission payable applies to all types of property, including but not limited to bare land, residential, and commercial properties.

6.4 - The commission due is the responsibility of the client and is payable to *BONDSTONES* upon the successful completion of the transaction. The client is required to remit the commission to *BONDSTONES* without the need for a further request or reminder.

6.5 - If the client wishes negotiate a variation on the commission rate or to negate this clause, written agreement must be provided and signed by a director of *BONDSTONES* before any variation takes effect.

6.6 - The commission is due irrespective of the time taken to complete the property transaction and shall not be negated by the termination of services (per section 7 below) between the client and *Bondstones* - unless expressly confirmed in writing by a director of *BONDSTONES*.

6.7 - All parties involved in any property transaction introduced by *BONDSTONES* agree to comply with relevant laws and regulations.

6.8 - This commission clause constitutes a binding part of the terms and conditions of *BONDSTONES*.

## 7 - TERMINATION

7.1 - Without prejudice to their other rights, a party may terminate the contract if;

i. the other party commits a material irremediable breach or fails to remedy a material and remediable breach within 21 days of receipt of written notice to do so;

ii. the other party has an administrator or administrative receiver appointed over all or any of its assets or goes into insolvent liquidation; or

iii. an event within the scope of condition 9.2 prevents or delays *BONDSTONES* from carrying out the Services for 60 consecutive days or more.

7.2 - Payment for all Services carried out up to and including the date of termination shall be due immediately upon termination by the Client pursuant to condition 6.1.

7.3 - Payment due on termination by *BONDSTONES* pursuant to condition 6.1 shall include:

i. payment for all Services carried out up to and including the date of termination; and

ii. reimbursement to *BONDSTONES* of the cost of any commitments entered into by *BONDSTONES* on the assumption that it would otherwise supply all of the Services.

## 8 - CONFIDENTIALITY AND INTELLECTUAL PROPERTY

8.1 Subject to the following and to clause 2.3, *BONDSTONES* will treat as confidential all trade secrets and confidential information received from the Client relating to the Services concerning the Client or its business. *BONDSTONES* will not disclose such information to a third party without the prior written consent of the Client. *BONDSTONES* may use information obtained while providing the Services for the compilation of statistics.

8.2 - All information and advice provided by *BONDSTONES* to the Client is for the sole use of the Client and shall not be disclosed or made available by the Client to any third party without the prior written consent of *BONDSTONES*.

8.3 - Neither party shall be prevented from disclosing information which:

- i. is or becomes public knowledge;
- ii. is or becomes known from other sources without restriction on disclosure;
- iii. is required to be disclosed by law; or (iv) the recipient party can prove is or has been independently developed by the recipient.

8.4 - The Client will neither display nor use either the name *BONDSTONES* or the *BONDSTONES* logo or wordmark, nor will the Client disclose to any third party *BONDSTONES* involvement in the Services without the prior written consent of *BONDSTONES*, unless legally required to do so.

8.5 - All copyright in working papers, reports and other materials produced by *BONDSTONES* shall vest in *BONDSTONES*, but the Client may circulate copies of such within its own organisation.

## 9 - BONDSTONES STAFF

9.1 - The Client shall not during the provision of the Services or within 6 months after the completion of the such without *BONDSTONES* prior written consent offer employment to any member of *BONDSTONES* staff who has carried out work in connection with the Services or engage any such person either directly or indirectly to provide services to the Client.

9.2 - If the Client is in breach of condition 8.1 the Client agrees to pay to *BONDSTONES*, on demand, a sum equal to 50% of the total annual remuneration package paid by *BONDSTONES* to the member of its staff concerned prior to his/her departure. The Client acknowledges that this sum represents a genuine and fair assessment of the likely loss to *BONDSTONES*.

9.3 - If the Client is in breach of condition 8.1, notwithstanding 8.2 above, and the member of staff is a shareholder in *BONDSTONES*, the Client agrees to pay a sum to *BONDSTONES* equivalent to the total value of shares held by the relevant staff member at the time.

## 10 - MISCELLANEOUS

10.1 - If two or more parties engage *BONDSTONES* to supply Services in respect of a particular contract then such parties shall be jointly and severally liable for payment for the Services.

10.2 - *BONDSTONES* will not be liable for any failure or delay in carrying out the Services due to any circumstances beyond its reasonable control.

10.3 - Any notice by either party shall be deemed to have been properly given if delivered by hand, or sent by first class recorded delivery post to the other party at its address notified in writing, and shall be deemed to have been delivered two working days after the date of posting.

10.4 - Any condition found to be invalid or unenforceable shall be severed, and the remaining conditions shall continue to be valid and enforceable as if the contract had been agreed without the invalid or unenforceable condition.

10.5 - The contract to which these terms and conditions apply shall be governed by English law and the parties submit to the nonexclusive jurisdiction of the English courts.

10.6 - Conditions 7 and 8 shall remain enforceable irrespective of termination of the contract or completion of the Services for whatever reason. Termination or completion shall not prejudice the accrued rights or liabilities of either party.

10.7 - A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any condition of this Contract. This does not affect any right of a third party which exists other than pursuant to that Act.

T&C's version: 2023-12-a