

# Davidson Robertson

## RURAL

CHARTERED SURVEYORS & LAND AGENTS  
Established 1891

### GENERAL TERMS OF BUSINESS

**These Terms of Business set out the terms and conditions on which we undertake to act for you. We reserve the right to vary these Terms of Business at any time. The Terms of Business are subject to any letter of engagement issued with them.**

#### 1. **Royal Institution of Chartered Surveyors (RICS)**

Davidson & Robertson Rural is a member of the RICS and subject to its professional Rules of Conduct.

#### 2. **Instructions**

Our offices in Edinburgh are open 9am to 5pm Monday to Friday. Outwith office hours you may contact us by fax or email to the person dealing with your affairs.

You may instruct us by any appropriate method. On occasion we may contact you to clarify instructions or ask you to confirm them in writing. We reserve the right to decline to carry out instructions for any reason and particularly if we have not been provided with relevant information, or which would involve us in a breach of any RICS rules and guidelines.

#### 3. **Client's Authority**

- a) Where we act for more than one person jointly, such as a body of trustees or executors, we shall assume that any one has the authority of the others to give us instructions. In these circumstances each person is jointly and severally liable for our fees and outlays, and is responsible for the instructions given.
- b) Where we act for a company or a firm we will agree at the outset who is to have authority to give us instructions on behalf of the company or the firm. In the case of a corporate client we may ask one or more of the directors to guarantee the company's liabilities for fees and outlays.
- c) Where you have authorised someone to give instructions on your behalf, such as a lawyer or accountant, we will act on the instructions of that person.

#### 4. **Supervision of Client's Business**

Every client's affairs are under the overall supervision of a director. The day to day work will be carried out by a combination of this partner and other appropriately qualified staff. We will notify you at the outset who will have responsibility for dealing with your work and who will be your principal point of contact.

Cont/...

5. **Conflicts of Interest**

Where we receive instructions from two or more clients to act in circumstances where their interests conflict, we are prohibited by the professional Rules of Conduct of the RICS from acting for them. Similarly, if a conflict arises between clients in the course of an instruction, the professional rules prevent us from continuing to act for all of them. In these circumstances, we will advise the clients concerned of the conflict and we may be obliged to cease acting for all of them.

6. **Confidentiality**

We shall not disclose any information given by you to us which is not in the public domain, except as required by law or with your authority.

7. **Resolving Problems**

If you are dissatisfied with any aspect of the service you have received you should in the first instance take the matter up with the director supervising your affairs. If this is inappropriate the matter should be referred to another director in the firm. A copy of our complaints handling procedure is available upon request.

If you continue to be dissatisfied then you can refer the matter to the Surveyors Ombudsman Scheme, details of which can be obtained from RICS Scotland, 9 Manor Place, Edinburgh.

8. **Client's Funds**

Any monies we receive from you or for your account, which are not required for fees or outlays, are held separately from our own funds in designated client accounts. We will account to you for the interest in accordance with the rules of the RICS. Interest is paid on client's money held in the Royal Bank of Scotland deposit accounts. Details of rates can be obtained from the Royal Bank of Scotland and will vary depending on the type of account held.

9. **Professional Fees**

Our fee levels, and any anticipated outlays, will be discussed with you when we begin to act for you; or reviewed annually where we act for you on an ongoing basis.

When we give an estimate, it can only be an indication of the charges that you are likely to incur and should not be regarded as agreed for the transaction. Should any circumstances arise where an estimate is likely to be exceeded, the situation will be discussed with you at the earliest possible stage.

Subject to any special arrangements, our fees will be rendered as follows:

- At the conclusion of services provided or on completion of a particular stage in the business.
- Continuing or ongoing services will be charged quarterly, half yearly or annually or at a pre-determined fee limit to be agreed at the time of instruction.
- Disbursements made on your behalf will be recharged to you as they are incurred.

Cont/...

All bills are for immediate settlement. We reserve the right to charge interest for late payment of any sums due to us at the rate of 3 per cent per annum over Royal Bank of Scotland base rate. VAT where applicable will be added to fees and disbursements. Fees will be payable in sterling unless by special arrangements.

In particular cases we may require payment in advance. We will credit any such payments to a Client Account and apply it, together with any interest earned, against future bills.

Even where there are arrangements for recovering fees in whole or part from a third party, you will be responsible for payment of our fees.

If we cease to act for you, you will remain responsible for paying us for work done up to the point at which our instructions cease, and for reimbursing outlays incurred on your behalf.

**10. Retention of Records**

- a) During the course of our work we will collect information from you and others acting on your behalf. We will retain those records, unless you specifically request their return to you.
- b) Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. You must tell us if you require retention of a particular document.

**11. Money Laundering**

The Money Laundering Regulations require us to be satisfied as to the identity of our clients and as to the source of any funds passing through our hands. In order to comply with these Regulations, we may need to ask you for information in relation to these matters.

**12. Electronic Communication**

As internet communications are capable of data corruption we do not accept any responsibility for changes made to such communications after their despatch. For this reason it may be inappropriate to rely on advice contained in an email without obtaining written confirmation of it. All risks connected with sending commercially-sensitive information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that email is not an acceptable means of communication.

**13. Financial Services Authority**

Davidson & Robertson Rural is regulated by the FSA for property insurance advice only. Any queries regarding this should be directed to the director handling your instruction.

**14. Davidson & Robertson Ltd**

Davidson & Robertson Rural is the trading name of Davidson & Robertson Ltd whose registered office is Riccarton Mains, Currie, Midlothian EH14 4AR.