



TERMS OF ENGAGEMENT

These Terms of Engagement ("Terms") apply in respect of all work carried out by us, Williams' Harvey Ltd ("Company") for you ("Client"), except to the extent that we agree otherwise with you in writing.

The following is a summary of the services we expect to provide.

PROPERTY VALUATION

We undertake to value the property specified by the purpose instructed.

FEES

The basis on which our fees will be calculated are either as:

A quotation range plus GST and disbursements

Or a fixed fee plus GST

An emailed quote and Scope of Works will be emailed to you for confirmation.

OUR LIABILITY

Our liability in respect of services provided is limited to five times the amount of our invoice. Our responsibility in connection with this valuation report is limited to the client to whom it is addressed; we disclaim all responsibility and accept no liability to any other party. Every effort is being made to ensure the sums and accuracy of the opinions, information and forecasts expressed in this report. While we believe statements in the report are correct, no liability is accepted for any incorrect statement, information or forecast. All liability is disclaimed from any person acting in reliance on the valuation supplied

PROFESSIONAL INDEMNITY INSURANCE

Williams' Harvey Limited holds Professional Indemnity Insurance with Certain Underwriters at Lloyds (Primary Layer Insurer) and Woodina Underwriting Agency (Excess Layer Insurer).

DISBURSEMENTS AND EXPENSES

In providing services we may incur disbursements to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

PAYMENT

Payment is required prior to release of the Valuation report unless another written agreement is made.

Full payment of our account is expected from the party(ies) from whom we received instructions. Discussion regarding the report is also limited to that party(ies).

Should you have an issue with the payment of the account you must contact Williams' Harvey within the 14 days from the date of issue of the invoice otherwise recovery of the debt will be subject to our normal debt collection process.

Interest is payable on any amount which is more than 7 days' overdue at the rate of 2% per month on any amount outstanding. Pursuant to the Fair-Trading Act 1986 we reserve the right to pass on all or any costs, disbursements or charges for collection that we may incur from time to time should your account be in arrears or outside our Trading Terms and Conditions.

Readdressing of valuation reports for finance purposes may incur an additional fee.

THIRD PARTIES

Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.

CONFIDENTIALITY

We will hold in confidence all information concerning you or your affairs that we acquire during the course of our work. We will not disclose any of this information to any other person except to the extent necessary or desirable to enable us to carry out your instructions.

JOINT AND SEVERAL LIABILITY

If there is more than one person instructing us, each person is jointly and severally liable for payment in due time of all our accounts and other charges.

RETENTION OF FILES AND DOCUMENTS

You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

COPYRIGHT

Williams' Harvey Ltd shall retain ownership of all reports and valuations provided as a consequence of the services and all data contained therein.

Subject to the payment of the company's fee, Williams' Harvey shall grant the Client with a non-exclusive, non-sublicensable, non-transferable limited license to use the Williams' Harvey's service, report and/or valuation solely for the Client's purposes and for the specific purpose stated in the report and/or valuation.

The Client shall have no right to use any reports and valuations provided as a consequence of the Services where the Client has not paid the Williams' Harvey Ltd.'s fee.

TERMINATION

You may terminate our retainer at any time. If our retainer is terminated, you must pay us all fees due up to the date of termination and all expenses incurred up to that date

DUTY OF CARE

Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

GENERAL

These Terms apply to any current engagement and also to any future engagement.

ACCEPTANCE

If our Terms of Engagement are acceptable, a signed copy of the Scope of Works where indicated and returned to us will progress the instruction and signal to the Valuer that you are satisfied. If you orally advise your acceptance or instruct us to proceed, you will also be bound by these terms.