



## Chameleon Retail Corfe Ltd & Chameleon Retail Centraleurope Ltd (CRC) Terms & Conditions

These conditions shall apply to all contracts entered into by (CRC) including work commissioned and carried out by CRC. In the event that any one or more of these conditions proves to be enforceable the remaining conditions shall continue to have full force and effect. No variation of these conditions shall be valid and binding unless authorised in writing by a director of CRC. These conditions constitute the entire agreement between parties.

### General

All reports and other material prepared and supplied by CRC to the client or their consultants are for the sole use of the client. It must not be disclosed to any third party without the prior written consent of CRC. All ideas, concepts, and designs proposed by CRC will remain the intellectual property of CRC. The client agrees to keep the same confidential and not to disclose, reproduce, or sell the same to any third party. CRC may at its discretion, use any such ideas, concepts and designs not accepted by the client for any other purpose, including work for other clients.

Any photography, artwork, illustrations, or plans commissioned or produced by CRC will remain the copyright of the originator unless otherwise agreed; and unless agreed otherwise may only be used for the purposes it was commissioned.

### Client Property

All materials and property belonging to the client but held by CRC or where CRC may be considered responsible, this is held, managed or controlled at the client's risk. It is therefore the client's responsibility to ensure that all such materials and property is appropriately insured.

### Liability

CRC shall not be liable or held responsible for accidental loss or theft or for any consequential loss including economic loss or damage. CRC's liability shall be limited to the amount of the contract price provided that all fees have been paid in full at the time the claim is made.

### Fees

CRC will be paid a fee of £350 per hour or part hour, or £2,000 per day for any work undertaken on verbal instructions or where confirmed by email, plus all expenses and costs. The figure is payable based on time by the hour as soon as CRC commence any work including planning, reports, feasibility studies and travel, in respect of undertaking the client's aims and instructions.

In the event of leasing or sale. Fees are paid at 25% or three months' rent of the annual headline/quoting rent, or rent agreed, or rent paid after the first year of trading, plus 3% of any premium achieved or paid. 2% of sale/ acquisition fee and 2% of arrangement fee in the event of financial transaction. Fees are payable on exchange of contracts. Where CRC is not retained the tenant or purchaser will pay an introductory fee as set out above.

A sum equal to Six months' salary is payable for any individual in relation to recruitment facilitated or introduced by CRC. Marketing fees are 5% of the managed budget, Asset Management 10% of the headline rent, discounting rent free and concessionary terms. Invoices will be issued on the first day of each calendar month and will be payable by credit transfer to the nominated Bank account within 14 days.

Non-payment will automatically incur a £1000 penalty and invoices outstanding after 28 days will incur a further £1500 penalty, after which CRC

reserves the right to charge interest on the full amount plus penalties at 15% per month above Bank of England base rate. CRC also will be freed of any obligation under any NDA in the event of non-payment within the agreed payment period. The cost of any transfers from other currencies to Sterling shall be borne by the client. Fees will be payable including any local taxes, and UK VAT at the prevailing rate.

### Expenses

CRC shall on request set out a detailed schedule of all expenses and disbursements. Travel will be by the most cost effective means where possible but should circumstances dictate First/Business Class travel will be used which would be standard on flights over 3 hours in duration. Car travel will be at 0.50p per mile. Subsistence will be charged at £25 per day. Hotels, accommodation will be charged at a minimum of the standard rate of Hilton Group in any given City or its nearest location plus the cost of evening meal and breakfast.

### Copyright & IPR

The client warrants that all material supplied to CRC will not breach the copyright, design, trademark, patent or any other Intellectual Property Right (IPR's) of any third party and the client agrees to indemnify CRC against all damages costs and claims incurred by CRC as a result of a claim brought against it by a third party.

### Marketing & PR

CRC shall be responsible and entitled to use all information and ideas generated by the company whilst undertaking client's projects in order to promote the business. The client will not allow any third party to claim credit for work undertaken by or to use ideas created by CRC. CRC will invoice for the cost of any mail shots relating instructions. All International telephone calls will also be charged at cost.

### Confidentiality

Each party agrees to keep confidential all information received by it from the other party which relates to this or any other business being undertaken in accordance with the instruction with the exception of that information required to be made available by law, or shared with professional advisors for the purposes of valuation or business management.

### EPC

In appointing CRC as leasing agents for any UK project the landlord is obliged to provide the company with EPC certificates for each premises.

### Gifts

CRC shall agree with the client on request at the start of any project, if any gift, token or hospitality is to be declared as received whilst undertaking business connected with or associated with the project.

### Law

The law relating to these terms and conditions and all work carried out by CRC shall be governed and determined in accordance with the English law.