

Field Agent Terms of Business

1 Definitions and interpretation

1.1 In these Terms of Business the following definitions and rules of interpretation apply:

- 1.1.1 "this agreement" means the contract between us and you for the provision by you of field agent services (including the Services) in accordance with the Covering Letter and these Terms of Business;
- 1.1.2 "Commencement Date" means the date of the Covering Letter;
- 1.1.3 "Covering Letter" means the covering letter signed by us and you incorporating these Terms of Business;
- 1.1.4 "Services" has the meaning given in clause 3.1;
- 1.1.5 "us"; "our" and "we" means Property Solutions Group (South East) Limited, a company incorporated in England and Wales with company number 09205505 whose registered office is at Town Wall House, Balmerne Hill, Colchester, Essex CO3 3AD; and
- 1.1.6 "you", "your" means the individual named and defined as the Field Agent in the Covering Letter.

2 Term

You shall provide the Services to us from the Commencement Date unless and until this agreement is terminated by either party giving to the other not less than four weeks' prior written notice or as otherwise provided in this agreement.

3 Duties

3.1 You shall use your best endeavours to promote our interests and any other company in our group and, provide the following services (the "Services") for us with all due care, skill and ability:

- 3.1.1 assess and report back on the condition of properties;
- 3.1.2 facilitate property viewings and open houses;
- 3.1.3 supervise property maintenance and repair work; and
- 3.1.4 any other services which we reasonably request and you accept.

3.2 We will contact you from time to time with details of the Services required for you to accept or reject.

3.3 If you have agreed to provide Services and subsequently are unable to provide them due to illness or injury, you shall notify us as soon as reasonably practicable.

3.4 You have no authority (and shall not hold yourself out as having authority) to bind us, unless we have specifically permitted this in writing in advance.

3.5 You must comply with the Bribery Act 2010 and must not engage in any activity, practice or conduct which would constitute a UK tax evasion facilitation offence under the Criminal Finances Act 2017. Failure to do so may result in the immediate termination of this agreement.

3.6 Your engagement is conditional upon you holding a Basic Disclosure Certificate from the DBS which we deem satisfactory. You will inform us immediately if you are charged or convicted of a criminal offence, are in receipt of a police caution, indictment, reprimand or warning or if you have any reason to believe that there has been or may be a material change to the status of your Basic Disclosure Certificate.

3.7 In order to carry out the Services, you will sometimes be required to hold keys for properties. In the event that they are lost or stolen in your care, you will be liable for the cost of changing the locks on the property and agree to us deducting such costs from any fees due to you. You must only destroy or otherwise dispose of keys held by you if specifically instructed to do so by us.

4 Fees and expenses

4.1 We will pay you fees (plus VAT if applicable) for the Services provided by you as may be agreed between you and us. You shall submit invoices to us on a monthly basis (or with such other

frequency as may be agreed between you and us) using the agreed form invoice template provided to you, setting out the Services you have provided and the hours that you have worked for us during the relevant period. Following receipt of the completed invoice template we will agree the applicable fee with you for the Services provided during the relevant period (plus VAT if applicable) and we will pay the agreed fee (and any expenses in accordance with clause 4.2) (plus VAT if applicable) in accordance with our usual payment terms.

4.2 You shall bear your own expenses except where you are required to get keys cut, are required to post keys or it is otherwise agreed that we will reimburse you. All expenses must be agreed in advance and detailed on the agreed form invoice template when submitted in accordance with clause 4.1. All relevant receipts, or other evidence as we may reasonably require, to support the expense in each case must accompany the invoice template in question.

4.3 We are entitled to deduct from the fees (and any other sums) payable to you any sums that you may owe us or any other company in our group at any time.

5 Confidential information and Client property

5.1 Subject to clause 5.2, you shall not use or disclose to any person either during or at any time after your engagement by us any confidential information about our business or affairs or any other company in our group or any of our business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this clause 5, "confidential information" means any information or matter which is not in the public domain and which relates to our affairs or any other company in our group or any of our or their business contacts.

5.2 The restriction in clause 5.1 does not apply to:

- 5.2.1 any use or disclosure authorised by us or as required by law; or
- 5.2.2 any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

5.3 All documents, manuals, hardware and software provided for your use by us, and any data or documents (including copies) produced, maintained or stored on our computer systems or other electronic equipment (including mobile phones if provided by us), remain our property.

6 Data protection

6.1 We will collect and process information relating to you in accordance with the privacy notice contained on our website at www.propertyolutionsgroup.co.uk (the "privacy notice"). For the avoidance of doubt, the privacy notice does not form part of the terms of this agreement.

6.2 In this clause 6 and in the privacy notice and Appendix 1:

- 6.2.1 "Data Protection Laws" shall mean the UK General Data Protection Regulation, the Data Protection Act 2018 and any laws which implement, replace, extend, re-enact, consolidate or amend any of the foregoing;
- 6.2.2 "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processor" and "processing" shall have the respective meanings given to them in the UK General Data Protection Regulation (and related expressions, including process, processing, and processed shall be construed accordingly); and
- 6.2.3 "Protected Data" shall mean Personal Data received from or on behalf of us or otherwise obtained in connection with your obligations under this agreement.

6.3 Your obligations and our rights and remedies under this clause 6 and Appendix 1 are cumulative with, and additional to, any other provisions of this agreement.

6.4 This clause 6 and Appendix 1 shall prevail over any other provision of this agreement in the event of any conflict.

6.5 We and you agree that:

6.5.1 in relation to the processing of Protected Data, we are a Controller and you are a Processor; and

6.5.2 the processing of Protected Data shall be governed by this clause 6 and Appendix 1.

7 Liability

You shall have personal liability for and shall indemnify us and any other company in our group for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you of the terms of this agreement, including any negligent or reckless act, omission or default in the provision of the Services.

8 Termination

8.1 We may at any time terminate your engagement with immediate effect with no liability to make any further payment to you (other than in respect of any accrued fees or expenses at the date of termination) if:

8.1.1 you are in material breach of any of your obligations under this agreement; or

8.1.2 other than as a result of illness or accident, after notice in writing, you wilfully neglect to provide or fail to remedy any default in providing the Services.

8.2 Any delay by us in exercising our rights to terminate shall not constitute a waiver of those rights.

9 Obligations on termination

Any property belonging to us in your possession or under your control, and any original or copy documents obtained by you in the course of providing the Services, shall be returned to us at any time on request and in any event on or before the termination of this agreement. Subject to our data retention guidelines, you also undertake to irretrievably delete any information relating to our business or any other company in our group stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside our premises. This obligation includes requiring any substitute to delete such data where applicable.

10 Status

10.1 You will be an independent contractor and nothing in this agreement shall render you our employee, worker, agent or partner and you shall not hold yourself out as such.

10.2 You shall be fully responsible for and indemnify us or any other company in our group against any liability, assessment or claim for:

10.2.1 taxation howsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and

10.2.2 any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against us arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission by us.

We may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

11 Variation

This agreement may only be varied by a document signed by both you and us.

12 Third party rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than you and us shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case) without the consent of any third party.

13 Notices

13.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to

that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or by commercial courier or by email to the addresses of each party set out in the Covering Letter.

13.2 A notice or other communication shall be deemed to have been received:

13.2.1 if delivered personally, when left at the address referred to in clause 13.1;

13.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting;

13.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

13.2.4 if delivered by email at the time of transmission provided that if deemed receipt would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 13.2.4, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14 Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15 Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Appendix 1 - Data Protection

Part 1 - Processor terms required by UK GDPR article 28

1 Compliance with Data Protection Laws

You shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services and shall not by any act or omission cause us (or any other person) to be in breach of any of the Data Protection Laws. Nothing in this Agreement relieves you of any responsibilities or liabilities under Data Protection Laws.

2 Instructions

You shall only process the Protected Data in accordance with this agreement and our written instructions from time to time except where otherwise required by applicable law (and in such a case, you shall inform us of that legal requirement before processing, unless applicable law prevents you from doing so on important grounds of public interest). You shall immediately inform us if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.

3 Security

You shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures set out in Part 3 of this Appendix 1 and shall reflect the nature of the Protected Data.

4 Sub-processing

You shall not permit any processing of Protected Data by any Sub-Processor.

5 Assistance

5.1 You shall (at your own cost and expense):

- 5.1.1 promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as we may require in relation to the fulfilment of our obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the UK GDPR (and any similar obligations under applicable Data Protection Laws); and
- 5.1.2 provide such information, co-operation and other assistance to us as we require (taking into account the nature of processing and the information available to us) to ensure compliance with our obligations under Articles 32 to 36 of the UK GDPR, including with respect to:
- (a) security of processing;
 - (b) data protection impact assessments (as such term is defined in Data Protection Laws);
 - (c) prior consultation with a supervisory authority regarding high-risk processing; and
 - (d) any remedial action and/or notifications to be taken in response to any Personal Data Breach and/or any complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement, including (subject in each case to our prior written authorisation) regarding any notification of the Personal Data Breach to any Supervisory Authority and/or communication to any affected Data Subjects.
- 5.2 You shall (at no cost to us) record and refer all requests and communications received from Data Subjects or any supervisory authority to us which relate (or which may relate) to any Protected Data promptly (and in any event within three days of receipt) and shall not respond to any without our express written approval and strictly in accordance with our instructions unless and to the extent required by law.
- 6 International transfers**
- You shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom without our prior written consent (which may be refused or granted subject to such conditions as we deem necessary).
- 7 Records and audit**
- 7.1 You shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on our behalf. Such records shall include all information necessary to demonstrate their compliance with this contract, the information referred to in Article 30(2) of the UK GDPR and such other information as we may reasonably require from time to time. You shall make copies of such records available to us promptly (and in any event within three business days) on request from time to time.
- 7.2 You shall promptly make available to us (at your cost) such information as is required to demonstrate your and our compliance with their respective obligations under this clause and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by us (or another auditor mandated by us) for this purpose at our request from time to time. You shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than two business days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.
- 8 Breach**
- 8.1 You shall:
- 8.1.1 promptly (and in any event within 24 hours):
 - (a) notify us if you suspect or become aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data; and
 - (b) provide all information to us as required to report the circumstances referred to in clause 8.1.1(a) to a supervisory authority and to notify affected Data Subjects under Data Protection Laws;
 - 8.1.2 take immediate steps to remedy, prevent or remove a suspected, actual or threatened Personal Data Breach;
 - 8.1.3 promptly take measures to ensure there is no repetition of a Personal Data Breach in the future;
 - 8.1.4 promptly provide us with full details in writing of the steps and measures taken; and
 - 8.1.5 comply with all requests made by us in respect of the threatened, suspected or actual Personal Data Breach.
- 9 Deletion/return**
- 9.1 You shall without delay (and in any event within 3 days), on our written request, either securely delete or securely return all the Protected Data to us in such form as we reasonably request after the earlier of:
- 9.1.1 the end of the provision of the relevant Services related to processing of such Protected Data; or
 - 9.1.2 once your processing of any Protected Data is no longer required for the purpose of your performance of its relevant obligations under this agreement,
- and securely delete existing copies (except to the extent that storage of any such data is required by applicable law and, if so, you shall inform us of any such requirement).
- 9.2 This Appendix 1 shall survive termination or expiry of this agreement for any reason.
- 10 Cost**
- You shall perform all your obligations under this clause at no cost to us.
- Part 2 - Data processing details**
- Processing of the Protected Data by you under this agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Part 3.
- 1 Subject-matter of processing:**

The name, contact details of and other information relevant to the Services relating to individuals who own or live in a property, wish to attend a property or whose property requires maintenance/repair or other services provided by us.
 - 2 Duration of the processing:**

For the duration that you are providing the Services under this agreement.
 - 3 Nature and purpose of the processing:**

To facilitate visits to and maintain/repair a property or facilitate the provision of other services by us relating to a property.
 - 4 Type of Personal Data:**

Name, contact details (telephone number, email address, postal address)

Information relating to the condition of a property and maintenance/repair work

Information relating to visits to and the sale and purchase of a property.
 - 5 Categories of Data Subjects:**

Tenants, property owners, potential tenants or purchasers, contractors and key-holders.
- Part 3 - Minimum technical and organisational security measures**
- 1 Without prejudice to its other obligations, you shall implement and maintain at least the following technical and organisational

security measures to protect the Protected Data in accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, you shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the UK GDPR.