



FIRST SIGHT

ESTATES

TERMS AND CONDITIONS

BACKGROUND

- (A) First Sight Estates Ltd has been granted a lease by the Owner with a view to First Sight Estates Ltd obtaining bookings for the use and occupation of the Property by Clients under these Terms.
- (B) The Client and First Sight Estates Ltd have been corresponding with one another with a view to the Client using or occupying the Property for the Period.
- (C) As a result of such correspondence, First Sight Estates Ltd has prepared a Hire Agreement for approval and (if approved) execution by the Client.
- (D) These Terms:
 - (i) are supplemental to the terms contained in the Hire Agreement;
 - (ii) when combined with the Hire Agreement, set out the terms and conditions under which First Sight Estates Ltd have agreed to allow the Client to exclusively use and occupy the Property; and
 - (iii) will (alongside the Hire Agreement) become binding between the Client and First Sight Estates Ltd in accordance with clause 2.1 of these Terms.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in these Terms.
 - Additional Services:** additional services over and above the licence contained in clause 4 of these Terms and the staffing contained in clause 6.1 that First Sight Estates Ltd have agreed to provide to the Client that are specified in the Hire Agreement;
 - Client:** the person or persons listed in the Hire Agreement as the Client.
 - Deposit:** the sum of the non refundable deposit listed in the Hire Agreement.
 - Estate:** the estate known as Kinross House, Kinross, Kinrosshire, KY13 8ET;
 - First Sight:** First Sight Estates Limited (CRN 07065391) whose registered office is at Cleveland House, Norton Road, Stockton-on-Tees, Cleveland, TS20 2AQ.
 - Hire Agreement:** the document entitled 'Hire Agreement' containing (alongside these Terms) the terms under which First Sight Estates Ltd are to allow the Client to use and occupy the Property.
 - Owner:** the person(s) with the legal interest in the Property from time to time.
 - Period:** the period that First Sight Estates Ltd have agreed to allow the Client to use and occupy the Property as set out in the Hire Agreement.
 - Price:** the total price (exclusive of VAT) payable by the Client to First Sight Estates Ltd for the exclusive use and/or occupation of the Property and any Additional Services as listed in the Hire Agreement. VAT will be charged in addition to the price.
 - Property:** that part of the Estate that First Sight Estates Ltd have agreed to allow the Client to use and/or occupy for the Period as more accurately detailed in the Hire Agreement;
 - Terms:** the terms and conditions contained in this document.
 - VAT:** value added tax chargeable under English law for the time being and any similar additional tax.
- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to **writing** or **written** includes faxes and e-mail.
- 1.7 Where the words **include(s)**, **including** or **in particular** are used in these Terms, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.8 Any obligation in these Terms on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.9 References to clauses and schedules are to the clauses and schedules of these Terms.

2. TERMS AND CONDITIONS

- 2.1 The terms contained in these Terms and the Hire Agreement will become binding on the Client and First Sight Estates Ltd as soon as First Sight Estates Ltd has received the Hire Agreement signed by the Client (without amendment or reference to any additional terms and conditions).
- 2.2 First Sight Estates Ltd will not be bound by the terms contained in these Terms and the Hire Agreement if the Client signs and returns a Hire Agreement that has been amended in any way (or refers to any additional terms and conditions) unless First Sight Estates Ltd specifically confirm in writing that First Sight Estates Ltd have accepted the amendment to the Hire Agreement (whereby the said terms will become binding immediately on receipt by the Client of such written confirmation).
- 2.3 **If any of these Terms conflict with any term contained in the Hire Agreement, the Hire Agreement will take priority.**

3. CHANGES TO THE HIRE AGREEMENT

- 3.1 First Sight Estates Ltd reserve the right to revise these Terms or the terms contained in any Hire Agreement from time to time in the following circumstances:
- (a) changes in how First Sight Estates Ltd accept payment;
 - (b) changes in relevant laws and regulatory requirements; and
 - (c) following an Force Majeure Event or any other circumstances beyond the control of First Sight Estates Ltd.
- 3.2 If First Sight Estates Ltd have to revise these Terms or the terms contained in any Hire Agreement under clause 3.1, First Sight Estates Ltd will (where First Sight Estates Ltd believe that it is reasonable to do so) provide at least one week's written notice of any changes before they take effect.
- 3.3 The Client may make request to amend the terms contained in the Hire Agreement at any time before the Period by contacting First Sight Estates Ltd in accordance with clause 19 of these Terms. If First Sight Estates Ltd are willing to accept such an amendment, First Sight Estates Ltd will confirm to the Client in writing and advise the Client of any amendment to the Price. Such an amendment to the Hire Agreement will only becoming binding as between First Sight Estates Ltd and the Client:
- (a) (if the Client has been advised that there is no amendment to the Price) once First Sight Estates Ltd have confirmed in writing that First Sight Estates Ltd are willing to accept such an amendment; or
 - (b) (if the Client has been advised that there is an amendment to the Price) once the Client has confirmed to First Sight Estates Ltd in writing that the Client accepts the amendment to the Price.
- 3.4 Should a requested amendment to the Hire Agreement not be accepted and become binding in accordance with clause 3.3, the terms of the Hire Agreement without such amendment will continue in force and will remain binding as between First Sight Estates Ltd and the Client.

4. LICENCE

- 4.1 In consideration of the Price, First Sight Estates Ltd grants the Client and the number of persons listed in the Hire Agreement, the non-exclusive licence to use and/or occupy the Property during the Period. The Client hereby confirms that the Client will not permit any persons to use and/or occupy the Property over and above the number listed in the Hire Agreement.

- 4.2 The occupation and/or use under clause 4.1 of these Terms will be limited to the Property only. The Client hereby confirms not to use and/or occupy (or permit the use and/or occupation by any persons on the Property with the express or implied consent of the Client) any part of the Estate other than the Property. As stated in the Hire Agreement.
- 4.3 The licence contained in clause 4.1 will be a non-exclusive licence only and is not intended to create any relationship of landlord and tenant between First Sight Estates Ltd and the Client. The Client shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when your occupation ends.
- 4.4 The Hire Agreement will specify the nature of the occupation and/or use. The Client hereby confirms that the Property will not be occupied or used for any purposes other than those specified in the Hire Agreement.
- 4.5 Attached to these Terms are a list of rules relating to the Property and its use and/or occupation. These rules form part of these Terms and are intended to protect the Client, the Client's permitted occupants, the Property and the valuable artefacts contained within. First Sight Estates Ltd reserves the right to amend these rules from time to time and to provide the Client in writing with an updated list of rules. The updated list will become binding upon the Client and be incorporated into these Terms as soon as the Client receives the updated rules or is deemed to receive them under clause 19 of these Terms. The Client hereby agrees to follow the rules contained in the attached list of rules as amended from time to time and to procure that any guests or permitted occupants follow such rules.
- 4.6 At the end of the Period the Client will vacate the Property and ensure that all persons occupying or using the Property during the Period vacate the Property.
- 4.7 If the Client or any other person occupying the Property during the Period are issued with any keys, key fobs or other items used to access the Property or any part of it, the Client will ensure that all such keys are returned at the end of the Period. If any keys or items are lost, the Client will be required to pay a reasonable fee for replacing such keys or items.
- 4.8 First Sight Estates Ltd will not be providing any drinks, food or other items during the Period or any Additional Services unless detailed in the Hire Agreement. Any such items or additional services that are not listed in the Hire Agreement will be charged by First Sight Estates Ltd to the Client following or during the Period in accordance with the price lists contained at the Property. During the Period First Sight Estates Ltd will supply clean bed linen and towels if the Client is to occupy and/or use the Property overnight.
- 4.9 The Client hereby agrees, during the Period, that First Sight Estates Ltd (or any of First Sight Estates Ltd staff, agents or personnel) may enter the Property at any time to monitor compliance with these Terms, provide any Additional Services, access the areas listed in clause 4.14 or to maintain and repair the Property or Estate. First Sight Estates Ltd will use all reasonable endeavours to ensure that the occupation and/or use of the Property under these Terms is not disturbed but will not be liable to for any losses or damages as a result of any such disturbance.
- 4.10 During the Period, the Client will ensure that:
- (a) the Property and all furnishings remain in the same condition as they were at the start of the Period. The Client will be responsible for any damage or destruction caused by the Client or any person occupying and/or using the Property during the Period and the cost of cleaning any untidiness over and above the usual untidiness that First Sight Estates Ltd would expect for a similar occupation and/or use;
 - (b) no damage is caused to the walls, windows, floors or doors to the Property by the Client or any person occupying and/or using the Property during the Period;
 - (c) no person occupying and/or using the Property during the Period causes any nuisance or annoyance to any other occupier or user of the Estate or any adjoining or neighbouring land;
 - (d) the Client or any person occupying and/or using the Property during the Period comply with all laws and legislation during the Period;
 - (e) each person occupying and/or using the Property during the Period complies with all fire safety rules issued by First Sight Estates Ltd or detailed at the Property; and
 - (f) no person occupying and/or using the Property during the Period commits or permits any act that would make any insurance policy on the Property or any fixtures or fittings on the Property void or voidable or increase the premium of any such policies.

- 4.11 Any breaches of clause 4 of these Terms or any rules relating to the Property that have been provided to you will entitle First Sight Estates Ltd to terminate or curtail the use and/or occupation of the Property with immediate effect. If required, the Client must vacate (and procure that any other persons occupying and/or using the Property vacate) the Property immediately on receipt of any notice to terminate provided by First Sight Estates Ltd under this clause 4.11. If such termination occurs, First Sight Estates Ltd will have no liability to the Client whatsoever and no obligation to repay any of the Price.
- 4.12 The cost of normal domestic electricity use for the amount of people specified in the Hire Agreement to use and/or occupy the Property will be included in the Price. The Client will be accountable to First Sight Estates Ltd for any electricity use over and above such amount. If First Sight Estates Ltd believe that the Client has exceeded such normal domestic use, First Sight Estates Ltd will forward details of what it believes to be the amount of such excess, such amount to be payable immediately.
- 4.13 The cost of a reasonable amount of local and national calls will be included in the Price. If First Sight Estates Ltd believe that the Client has made excessive local and national calls or any international calls, First Sight Estates Ltd will forward details of what it believes to be the cost of such calls, such cost to be payable immediately.
- 4.14 Due to the need to allow the staffing to provide the Services, the following areas will not be included in the Property that the Client is entitled to use/occupy:
- (a) any areas designated as an area to be accessed by staff or personnel only; and
 - (b) the computer and communications room
- 4.15 The Client will indemnify First Sight Estates Ltd for all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by First Sight Estates Ltd arising out of or in connection with any death or personal injury caused at the Property during the Period unless such death or personal injury was caused due to or caused by the negligence of First Sight Estates Ltd.
- 4.16 The Owner will be entitled to rely on the provisions of clause 4.10 in the same manner as First Sight Estates Ltd as if the Owner was a party to the contract between First Sight Estates Ltd and the Client.

5. ADDITIONAL SERVICES

- 5.1 First Sight Estates Ltd will provide a Front of House Manager and an appropriate level of housekeepers at the Property during the Period
- 5.2 Additional staffing will only be provided (including kitchen staff, bar staff and reception services) if so specified in the Hire Agreement. The costs of such staffing will be included within the Price.
- 5.3 The Client will ensure that any person occupying and/or using the Property during the Period are always polite and courteous to the staff and are never rude or abusive. Any failure to comply with this clause 5.3 may result in the agreed staffing being removed from the Property. First Sight Estates Ltd will not be liable to the Client as a result of removing such staffing and the Client will not be entitled to a refund of the Price or any part of it.
- 5.4 If so specified in the Hire Agreement, First Sight Estates Ltd will provide the Additional Services at the times agreed during the Period. If no times have been agreed as to when such Additional Services will be provided, First Sight Estates Ltd will provide such Additional Services when First Sight Estates Ltd deems appropriate. First Sight Estates Ltd will not be liable to the Client for:
- (a) the provision of any additional services not listed as an Additional Service in the Hire Agreement; and
 - (b) (if no times have been agreed as to when such Additional Services will be provided) the provision of Additional Services on the times First Sight Estates Ltd deem appropriate.

6. CHARGES AND PAYMENT

- 6.1 The Price will be set out in Hire Agreement.
- 6.2 Any commission due to the Agent will be additional to the price.
- 6.3 If any of the terms of the Hire Agreement are amended under clause 3 of these Terms, the Price may be subject to change in accordance with the provisions of clause 3.
- 6.4 The Price excludes VAT which will be charged by First Sight Estates Ltd and payable by the Client at the applicable rate at the times specified in the Hire Agreement. First Sight Estates

Ltd will endeavour to state the amount of VAT payable in the Hire Agreement (however VAT will remain payable even if it is not so specified). If the rate of VAT changes between the date of the Hire Agreement and the date of payment of the relevant sum, First Sight Estates Ltd will adjust the rate of VAT payable.

- 6.5 As soon as these Terms become binding on the Client in accordance with clause 2 of these Terms, the Client will be required to pay the Deposit to First Sight Estates Ltd to the account details specified in the Hire Agreement.
- 6.6 The balance of the Price (and any VAT payable on it) will be payable on the dates specified in the Hire Agreement. The Client must pay each invoice in cleared monies on the date and to the account specified in the Hire Agreement.
- 6.7 If any balance of the Price remains outstanding prior to the commencement of the Period, First Sight Estates Ltd will not be obliged to allow the Client to use and occupy the Property in accordance with clause 4 of these Terms or be required to provide the Additional Services and will not be liable to the Client for any losses, damages, costs or expenses or to repay any part of the Price actually received as a result.
- 6.8 If any payment is not paid on the due date specified in these Terms, interest will be charged on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

7. LIMITATION OF LIABILITY

- 7.1 This clause 7 sets out the entire financial liability of First Sight Estates Ltd (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client in respect of:
- (a) any breach of these Terms or the terms contained in the Hire Agreement however arising;
 - (b) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the provision of the Services or these Terms or the terms contained in the Hire Agreement.
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.
- 7.3 Nothing in this agreement limits or excludes the liability of First Sight Estates Ltd:
- (a) for death or personal injury resulting from its negligence; or
 - (b) fraud or fraudulent misrepresentation.
- 7.4 Subject to clause 7.3:
- (a) First Sight Estates Ltd shall not under any circumstances whatever be liable for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) any damage to any items brought onto the Property by you or any other occupiers or users; or
 - (iv) depletion of goodwill and/or similar losses; or
 - (v) loss of anticipated savings; or
 - (vi) loss of goods; or
 - (vii) loss of contract; or
 - (viii) loss of use; or
 - (ix) loss of corruption of data or information; or
 - (x) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - (b) First Sight Estates Ltd total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the sum of the Price actually paid by the Client.

8. DATA PROTECTION

The Client acknowledges and agrees that details of the Client's name, address and payment record may be:

- (a) submitted to a credit reference agency or insurers;
- (b) used to inform the Client about similar products or services that First Sight Estates Ltd may provide, but the Client may stop receiving these at any time by contacting First Sight;

and personal data will be processed by and on behalf of First Sight Estates Ltd.

9. TERMINATION

9.1 Without prejudice to any other rights or remedies which First Sight Estates Ltd has, First Sight Estates Ltd may terminate the contract documented by these Terms and the Hire Agreement without liability to the Client immediately on giving notice to the Client if:

- (a) the Client fails to pay any amount due on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
- (b) the Client commits a breach of any of the terms of these Terms and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing of the breach; or
- (c) the Client suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- (d) the Client commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of the Client; or
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Client other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies, or the solvent reconstruction of the Client; or
- (f) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the Client; or
- (g) a floating charge holder over the assets of the Client has become entitled to appoint, or has appointed, an administrative receiver; or
- (h) a person becomes entitled to appoint a receiver over the assets of the Client, or a receiver is appointed over the assets of the Client; or
- (i) a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(c) to clause 9.1(i) (inclusive).

9.2 If First Sight Estates Ltd terminates the contract documented by these Terms and the Hire Agreement under clause 9.1, First Sight will be entitled to the Deposit and any other sums paid by the Client to First Sight Estates Ltd (or due or payable by the Client to First Sight Estates Ltd on the date of such termination) to cover the losses, costs and expenses in preparing to provide the Services as well as the loss of bookings.

9.3 Without prejudice to any other rights or remedies which the Client has, the Client may terminate the agreement documented by these Terms and the Hire Agreement on giving written notice to the First Sight Estates Ltd.

9.4 If the Client terminates in accordance with clause 9.3 of these Terms, First Sight Estates Ltd will be entitled to the Deposit and any other sums paid by the Client to First Sight (or due or payable by the Client to First Sight Estates Ltd on the date of such termination) to cover the losses, costs and expenses in preparing to provide the Services as well as the loss of bookings.

9.5 If First Sight Estates Ltd are able to obtain another booking for the Period (although First Sight Estates Ltd give no positive obligation to seek such a booking) First Sight Estates Ltd may be in a position to return part of the Price actually paid by the Client to First Sight Estates Ltd prior to termination of the contract under this clause 9.3. The amount that First Sight will return will be calculated as follows:

(The total sum actually received by the new customer following the subsequent booking + that part of the Price actually paid by the Client to First Sight Estates Ltd) – (the total price which

should have been paid by the Client to First Sight Estates Ltd if the Client's contract had been performed in full) – (an amount decided by First Sight Estates Ltd to reflect the management time in obtaining the subsequent booking and any costs or agents fees relating to such booking).

Provided that such sum will not exceed the Price that Client actually paid to First Sight Estates Ltd.

- 9.6 Any sum payable under clause 9.5 will only be payable following the successful conclusion of the subsequent booking.

10. FORCE MAJEURE

- 10.1 First Sight Estates Ltd, provided that it has complied with the provisions of clause 10.3, shall not be in breach of the contract documented by these Terms and the Hire Agreement, nor liable for any failure or delay in performance of any obligations under such contract arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including but not limited to any of the following:

- (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) terrorist attack, civil war, civil commotion or riots;
- (d) voluntary or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
- (e) fire, explosion or accidental damage;
- (f) adverse weather conditions;
- (g) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- (h) any labour dispute, including but not limited to strikes, industrial action or lockouts;
- (i) non-performance by suppliers or subcontractors;
- (j) any loss of any key personnel or staff;
- (k) interruption or failure of utility service, including but not limited to electric power, gas or water;
- (l) any other reason that could cause the Property to be unsuitable for use or occupation; or
- (m) the Owner terminating its lease or other arrangements with First Sight Estates Ltd for whatever reason so as to prevent First Sight Estates Ltd from complying with its obligations under these Terms and the Hire Agreement.

- 10.2 The corresponding obligations of the Client will be suspended to the same extent.

- 10.3 First Sight Estates Ltd, if subject to a Force Majeure Event, shall not be in breach of this contract documented by these Terms and the Hire Agreement provided that:

- (a) it promptly notifies the Client in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- (b) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event and has used reasonable endeavours to arrange another Period with the Client in which to carry out the Services.

- 10.4 If First Sight Estates Ltd and the Client cannot agree another Period in accordance with clause 10.3(b) within 30 days of the Client being notified of a Force Majeure Event, the Client may terminate the contract documented by these Terms and the Hire Agreement under clause 9.3 of these Terms.

11. VARIATION

Subject to clause 2 and 3, no variation of these Terms or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

12. WAIVER

- 12.1 A waiver of any right or remedy under these Terms is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

12.2 No single or partial exercise of any right or remedy provided under these Terms or by law shall preclude or restrict the further exercise of any such right or remedy.

13. CUMULATIVE REMEDIES

Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.

14. INDEMNITY

14.1 If the Client breaches any of the terms of these Terms, the Client will be liable to First Sight Estates Ltd for all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by First Sight Estates Ltd arising out of or in connection with such breach.

14.2 If the Client breaches the provisions of clause 4.10 of these Terms, the Client will be liable to Owner for all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Owner arising out of or in connection with such breach

15. SEVERANCE

15.1 If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

15.2 If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16. ENTIRE AGREEMENT

16.1 These Terms and the terms contained in the Hire Agreement constitute the whole contract between the Client and First Sight Estates Ltd relating to the exclusive use and occupation of the Property by the Client and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter.

16.2 Each party acknowledges that, in entering into these Terms and the documents referred to in it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms or those documents. Each party agrees that its only liability in respect of those representations and warranties that are set out in these Terms or those documents (whether made innocently or negligently) shall be for breach of contract.

16.3 Nothing in this clause shall limit or exclude any liability for fraud.

17. ASSIGNMENT

17.1 The Client shall not, without the prior written consent of First Sight Estates Ltd, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the contract documented by these Terms and the Hire Agreement.

17.2 First Sight Estates Ltd may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the contract documented by these Terms and the Hire Agreement.

17.3 Each party that has rights under the contract documented by these Terms and the Hire Agreement is acting on its own behalf and not for the benefit of another person.

18. RIGHTS OF THIRD PARTIES

A person who is not a party to the contract documented by these Terms and the Hire Agreement shall not have any rights under or in connection with it.

19. NOTICES

19.1 A notice or other communication given to a party under or in connection with this agreement:
(a) shall be in writing in English (or accompanied by a properly prepared translation into English);

- (b) shall be signed by or on behalf of the party giving it;
 - (c) shall be sent for the attention of the person, at the address or fax number specified in this clause (or to such other address, fax number or person as that party may notify to the other, in accordance with the provisions of this clause); and
 - (d) shall be:
 - (i) delivered personally; or
 - (ii) sent by commercial courier; or
 - (iii) sent by fax; or
 - (iv) sent by pre-paid first-class post or recorded delivery; or
 - (v) sent by airmail requiring signature on delivery.
- 19.2 The addresses for service of a notice or other communication are as follows:
- (a) First Sight Estates Ltd:
 - (i) address: Cleveland House, Norton Road, Stockton-on-Tees, Cleveland, TS20 2AQ
 - (ii) for the attention of: Tracey George
 - (iii) fax number: 01642 702075
 - (iv) E-mail: tracey.george@firstsightestates.com
 - (b) Client: as per the details listed in the Hire Agreement.
- 19.3 If a notice or other communication has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:
- (a) if delivered personally, at the time of delivery; or
 - (b) if delivered by commercial courier, at the time of signature of the courier's receipt; or
 - (c) if sent by fax, at the time of transmission; or
 - (d) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or
 - (e) if sent by airmail, five days from the date of posting.
- 19.4 For the purposes of this clause:
- (a) all times are to be read as local time in the place of deemed receipt; and
 - (b) if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt.
- 19.5 To prove delivery, it is sufficient to prove that:
- (a) if sent by fax, the notice or other communication was transmitted by fax to the fax number of the party; or
 - (b) if sent by pre-paid first class post, the envelope containing the notice or other communication was properly addressed and posted.
- 19.6 The provisions of this clause 19 shall not apply to the service of any process in any legal action or proceedings.

20. GOVERNING LAW AND JURISDICTION

- 20.1 These Terms 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.
- 20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).