

VALUATION REPORT

for loan security purposes

Subject Property:
Huxleys, Island House, High Street, Chipping Campden, Gloucestershire, GL55
6AL

Prepared for:

Brian Bartaby, Proplend Security Limited, 15 Little Green, Richmond, TW9
1QH

Name of Valuer: Andrew Seale MRICS, RICS Registered Valuer

Email: valuations@barnsdales.co.uk

Tel: 01302 323453

Date: 22nd April 2022

Our Ref: BDN 1381



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Barnsdales Valuations Limited
4 Sidings Court
Doncaster
DN4 5NU

barnsdales.co.uk

EXECUTIVE SUMMARY

Type of property: Café / Restaurant and terrace with private function room / offices and Recording Studio on Upper Floors

Summary of MV and MR:

- **Market Value £850,000** (eight hundred and fifty thousand pounds)
- **Market Rent £42,500** (forty two thousand five hundred pounds) per annum exclusive

Date of Valuation: 22nd April 2022

<i>Strengths</i> • Central location near Square • Affluent local Clients • Terraced seating • Tourist destination	<i>Weaknesses</i> • Repairs liability old building
<i>Opportunities</i> • Income and capital growth	<i>Threats</i> • Inflationary pressures • Interest hikes
<i>Key Issues/ risks (including lender actions):</i> • Check on planning awaiting decisions highlighted under Paragraph 4.2 Town Planning Below. • It is recommended to seek specialist advice as regards the willow tree in the terraced area close to the building Island House from an arboriculturalist.	
Asset Quality: Good	

Special Assumptions: None

Suitability for loan security: Good

RICS Compliance: Our valuation has been carried out in accordance with the 2021 edition of the RICS Valuation – Professional Standards, incorporating the International Valuation Standards, and we confirm we have £5million worth of Professional Indemnity Insurance

SUMMARY OF VALUES

MARKET VALUE	£850,000	Eight hundred and fifty thousand pounds
VACANT POSSESSION VALUE	£850,000	Eight hundred and fifty thousand pounds
MARKET VALUE AS AN INVESTMENT	£850,000	Eight hundred and fifty thousand pounds
MARKET VALUE SUBJECT TO RESTRICTED MARKETING OF 90 DAYS	£775,000	Seven hundred and seventy five thousand pounds
MARKET VALUE SUBJECT TO THE SPECIAL ASSUMPTION OF A 180 DAY MARKETING PERIOD	£850,000	Eight hundred and fifty thousand pounds
MARKET RENT	£42,500 per annum exclusive	Forty two thousand five hundred pounds
REINSTATEMENT VALUE	£450,000	Four hundred and fifty thousand pounds

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1.0 VALUATION

1.1 ADDRESS OF PROPERTY

Huxleys, Island House, High St, Chipping Camden, Gloucestershire, GL55 6AL

1.2 CLIENT

Brian Bartaby, Proplend Security Limited, 15 Little Green, Richmond, TW9 1QH

1.3 PURPOSE OF VALUATION SECURED LENDING

The purpose of the valuation is for secure lending and is for the use of the aforementioned client only. Third party use is not permitted without prior written consent.



1.4 VALUATIONS

Market Value

We value this property in its present condition **Freehold** and with vacant possession in the sum **£850,000 (eight hundred and fifty thousand pounds)**

Market Rent

We are of the opinion the property in its present condition commands a market rental value of **£42,500 per annum exclusive (forty two thousand five hundred pounds)**

Reinstatement Cost for Insurance Purposes

We recommend the property be insured on a reinstatement basis for a minimum of **£450,000 (four hundred and fifty thousand pounds)**

This should be treated as a guidance figure and we can confirm it has been obtained by the Building Cost Information Service which we use in conjunction with the RICS. The figure is inclusive of VAT, professional fees and site clearance.

1.5 VALUATION DATE

22nd April 2022

1.6 VALUATION BASIS

Market Value

"The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion"

Market Rent

"The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had acted knowledgeably, prudently and without compulsion"

Our valuation(s) is / are reported on the basis of 'material valuation uncertainty' as per VPS 3 and VPGA 10 of the RICS Red Book Global. Consequently, less certainty – and a higher degree of caution – is attached to this RICS Red Book valuation than would normally be the case. Given the unknown future impact that COVID-19 might have on the real estate market, we recommend that you keep the valuation of Huxleys Island House, Chipping Campden under frequent review.

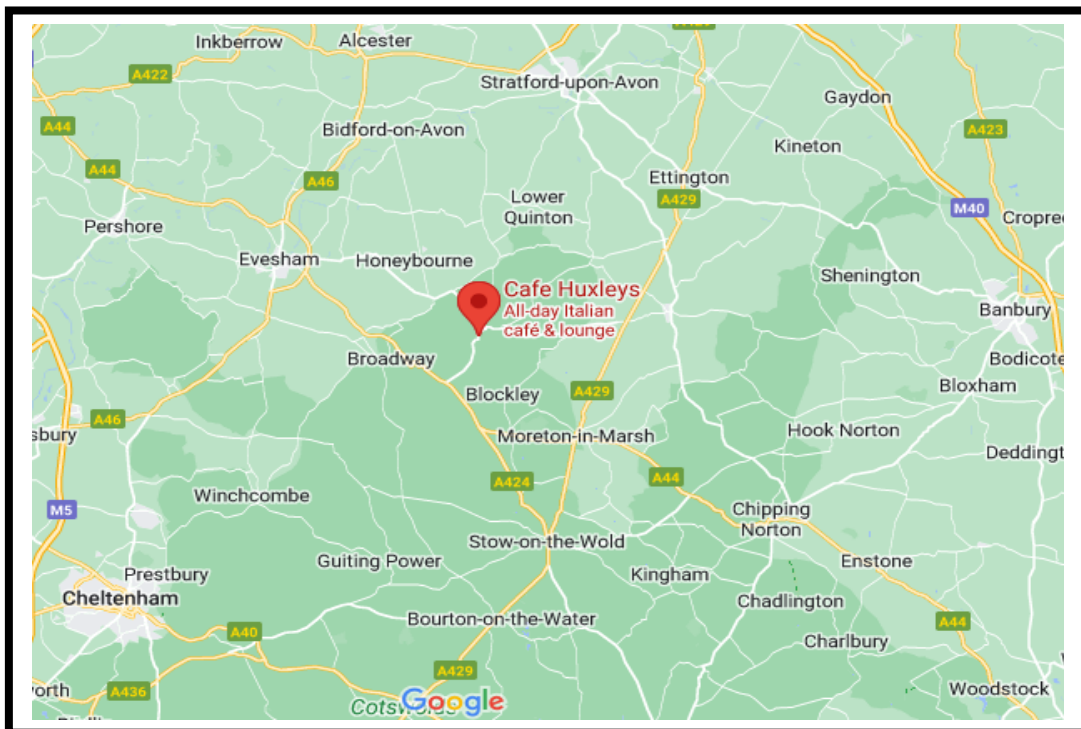
See assumptions and disclaimers.

2.0 THE PROPERTY (SUBJECT OF THE VALUATION)

2.1 LOCATION

The property is located on the High Street at Island House, in the town of Chipping Campden, approximately 12 miles south of Stratford-upon-Avon and 10 miles north of Stow on the Wold. Cheltenham is 23 miles south-west of Chipping Campden on the B4632 via Broadway and Winchcombe. The surrounding properties are predominantly retail and leisure with Campden Baptist Church being across the road and The Kings Hotel located in The Square from the Subject. Moreton-in-Marsh train station is approximately 8 miles south east of the Chipping Campden on the B4081

Chipping Campden has an approximate population of 2,300, whilst Stratford upon Avon possesses around 130,000 residents, both according to the most recent census.



2.2 DESCRIPTION (AND EXISTING USE)

3 storey semi-detached café and lounge with a basement kitchen, terraced outdoor seating area, first floor office, w.c.'s, stores and second floor recording studio.

Other occupiers include Peter Clark Estate Agents, Hidden Beauty Cotswolds and Orchard Cosmetic Clinic.

We are not aware of any significant development or change of use potential of the property or properties in the locality which would materially affect the valuation.

2.3 CONSTRUCTION

3 storey building with a basement and external terraced area of stone wall and Cotswold stone walls and pitched tiled roof.

2.4 AGE

We believe the property was constructed circa 1700.

2.5 SITE

The building dimensions are approximately 5 by 10 metres on the ground floor and the terraced area 10 metres by 10 metres, totalling 150 square metres (1,600 sq.ft.).

The property is not built on a significant slope. I have assumed that there is minimal risk of natural subsidence which I believe to be reasonable.

It is important that the solicitor confirms that all necessary rights for access to the property are included.

2.6 ACCOMMODATION

	Description	Floor Area (Sqm)	Floor Area (Sqft)
Ground Floor	Café / Lounge	44.31	477
	Terrace	90.70	976
First Floor	Store / Office / wc's	44.64	480
Second Floor	Recording Studio	37.55	404
Basement	Kitchen	39.05	420
Total		256.25	2,757

In accordance with the latest code of measuring practice and where applicable the RICS Property Measurement, 2nd Edition incorporating International Property Measurement Standard.

2.7 SERVICES AND AMENITIES

Mains services

We assume that all mains services are connected or available to the site.

None of the above services were tested during the course of our inspection of the Property.

We assume that the services and any associated controls or software are in working order or free from defect.

It is important that the solicitor confirms that there are all necessary easements for the services to the property.

2.8 WEATHER CONDITIONS

The weather conditions upon inspection were dry.

2.9 ENERGY PERFORMANCE CERTIFICATE (EPC)

Legislative changes under the Energy Act 2011 will make it unlawful to rent out and re-let premises with an EPC rating below a minimum level of E1 from 2018. This applies to any property let on a tenancy which is 6 months or more and less than 99 years in length, and which is legally required to have an EPC. In addition, this legislation will extend to cover existing lettings in 2020 for residential properties and 2023 for commercial buildings

The existing EPC certificate that has been provided indicates that the subject property will fall within the acceptable energy performance range for the purposes of the Act. Although the legislation is not expected to be reviewed again until 2020, the method of assessment may have changed since the EPC certificate was issued. It is therefore advisable to obtain an expert's opinion on whether the building would still comply with the minimum standard if the building were re-certified under the current methodology.

Current EPC Rating - Band C
EPC Expiry Date 16 March 2031

2.10 FIRE REGULATIONS

We have assumed that a suitable and sufficient Fire Risk Assessment has been carried out. Under the Regulatory Reform (Fire Safety) Order 2005 this assessment needs to be recorded in writing where there are five or more employees, the property is under enactment of a licence or where an alterations notice has been served.

2.11 EQUALITY ACT 2010 & DISABILITY DISCRIMINATION

It should be noted that our inspection of the premises does not constitute an accessibility audit for Equality Act purposes.

2.12 ACCESSIBILITY BOTH FOR OCCUPIERS AND VISITORS

Natural Environmental Constraints

Some property will be affected by environmental factors that are an inherent feature either of the property itself or of the surrounding area and which have an impact on value including ground stability and risk of flooding which are not obvious from investigations. Our sources of information are limited to the government web-sites including the British Geology Society Geology of Britain site.

3.0 ENVIRONMENTAL CONSIDERATIONS

3.1 INVASIVE VEGETATION

We did not identify any Japanese Knotweed or other particularly prevalent invasive species at the property.

The presence of a tree in the terraced area could pose a threat to structures was noted. An arboriculturalist's report should be obtained and the recommendations therein, implemented.

3.2 CONTAMINATION

We have not carried out any investigation into past or present uses, either of the property or of any neighbouring land, to establish whether there is any potential for contamination from these uses or sites to the subject property and therefore have assumed none exist. However, should it be established subsequently that contamination exists at the property or on any neighbouring land or that the premises have been or are being put to any contaminative use, this might reduce the values now reported.

We have considered the question of whether the property could be affected by contamination. However, we are not environmental auditors, we have not made any detailed enquiries as to historic land use and any contamination arising there from and our inspection has been for valuation purposes and we have not made any contamination investigations, invasive or otherwise.

3.3 DELETERIOUS MATERIALS

We have not undertaken any tests to confirm that deleterious, hazardous, inherently dangerous or unsuitable materials or techniques were used in the construction of the property or have since been incorporated. Therefore, we are not able to confirm the premises are free from such materials. Asbestos is present in many buildings constructed or altered during the 20th Century and poses a particular hazard to health. Special precautions must be observed when handling asbestos: the removal of the material can be very costly. Businesses are obliged to comply with the Management of Asbestos Regulations.

3.4 FLOODING

We have not made specific enquiries but we have checked the Environment Agency website (www.environment-agency.gov.uk) which indicates that the property is located in flood plain – Zone 2, an area with a medium risk of flooding.

We always recommend that sufficient insurance cover is in place to reflect the flood risk at the property.

3.5. RADON

The property is in a part of the country where there is a 5-10% likelihood of Radon potentially posing a risk to health. Radon is a naturally occurring radioactive gas and is linked to increased incidences of lung cancer. Further information may be obtained from the Health Protection Agency, www.hpa.org.uk (search 'Radon').

3.6. COAL MINING

A Coal Mining Search is recommended in accordance with the current edition of the Law Society's Guidance Notes and Directory (see www.coal.gov.uk).

According to the Coal Authority website, the property is not within an area affected by coal mining.

3.7. OTHER

The property is not located close to any high voltage electrical supply apparatus or high voltage overhead transmission lines. We did not observe any telecommunications base stations and telephones masts nearby but have assumed that this is not an issue that affects the property

4.0 LOCAL AUTHORITY AND STATUTORY ISSUES

Local Authority: Cotswold

4.1 RATING ASSESSMENT

We have referred to the Valuation Office Agency website. The property was taken out of rating on 12/04/2021. It was previously assessed at rateable value £21,750 from 13/05/2017 to 09/01/2022 and described as "Restaurant & Premises."

4.2 TOWN PLANNING

The property has planning consent for a café with guest accommodation over. The planning use on the property is Class E under the Town & Country Planning Use Classes Order 1987 as amended on 1st September 2020.

We have checked the local planning website and note the following applications were noted:

21/01910/LBC

Former Badgers Wine Bar The Square Chipping Campden Gloucestershire GL55 6AL
Alteration to former Badgers Wine Bar and former Midland Bank including retrospective internal and external alterations to buildings and display of sign. Validated 06/05/2021.
Awaiting decision.

21/02144ADV

Former Badgers Wine Bar The Square Chipping Campden Gloucestershire GL55 6AL
Display of 3 hanging signs, 1 wall mounted sign and 1 fascia sign. Validated 26/05/2021.
Awaiting decision.

21/01909/FUL

Former Badgers Wine Bar The Square Chipping Campden Gloucestershire GL55 6AL
External alterations to the Grade II Listed former Badgers Wine Bar & Grade II* former Midland Bank. Validated 07/05/2021. *Awaiting decision.*

19/03150/LBC

Huxleys High Street Chipping Campden GL55 6AL
Retrospective internal and external alterations to building, including signage to north east elevation, in conjunction with change of use proposed installation of serving hatch, stone lintel and extraction flue and vent. Validated 22/08/2019. Application refused 17/10/2019. Likewise for 19/03149/FUL – *refused.*

15/01528/FUL

Huxleys High Street Chipping Campden GL55 6AL
Change of use of former HSBC Bank for A2 Bank to A3 Café with guest accommodation. Validated 11/04/2015. *Permitted 10/09/2015.*

We understand the property is listed as a building of architectural or historic interest as Grade II* and is in a Conservation Area.

4.3 HIGHWAYS

The property is located on High Street, Chipping Campden which we strongly believe to be an adopted road. Solicitors searches will be able to confirm this and should the road not be adopted, we advise we are notified for comment.

4.4 MORTGAGE REGULATION

Lenders are required to ensure the mortgage contract will be regulated if more than 40% of the land to be given as security is (or should be) in residential use.

As the property is entirely commercial, the mortgage contract does not have to be regulated.

5.0 TENURE/TITLE

We have not had sight of a copy of the title deeds, however, we have been advised as follows:

The property is freehold and is occupied by Huxleys Café.

5.1 LEASE COMMENTARY

Not applicable

5.2 STRENGTH OF COVENANT

Not applicable.

6.0 LOAN SECURITY

6.1 SECURITY CONSIDERATIONS

- We consider the property is suitable security bearing in mind the Bank is contemplating a loan, subject to the usual prudent lending criteria.
- We do not consider there is any hope value or synergistic value associated with adjoining buildings.
- We consider the property is marketable and should perform in line with its peers.
- The building has an estimated economic life of 25 to 50 years, assuming appropriate maintenance is undertaken.
- Our investigations have not revealed any recent transaction or agreed price in respect of the subject premises. If however, such information does come to light before the loan is finalised, we would request that you refer the matter back to the writer for further consideration.
- We consider that a reasonable marketing period in which to achieve our opinion of Market Value (MV) to be 6-12 months.

6.2 CONDITION FOR SECURITY

The general condition of the property appears consistent with its age and type of construction.

The electrical and mechanical components and fittings within the property would appear to be in reasonable condition. However, these have not been tested by a specialist contractor and we are therefore unable to confirm whether they are in safe working order. Our valuation assumes only general maintenance works would be required for such components and fittings to be useable.

This valuation report should not be regarded as either a condition report or structural survey, and the valuer has not carried out an in-depth inspection of the building.

6.3 ECONOMIC LIFE

In our opinion, the property has a functional and economic life of at least 25 years providing that general maintenance and repair works continue to be undertaken. Therefore, the marketability of the property should be sustainable during this period.

6.4 LOAN SECURITY

It is our opinion that the property is suitable for loan security.

6.4.1 IMPORTANT ISSUES AND AREAS FOR FURTHER ADVICE

- Advice from an arboriculturalist as regards the large tree close to Island House, Chipping Campden in the terraced area, should be sought.
- The planning applications highlighted in Paragraph 4.2 Town Planning above are awaiting decisions, and a current status should be sought. A change of use to a Café was granted in 2015.

7.0 VALUATION CONSIDERATIONS

We confirm the valuation has been carried out in line with the 2021 edition of the RICS Valuation Professional Standards - International Valuation Standards (IVS) or known as the RICS Red Book Global Standards.

7.1 COMPARABLE ANALYSIS

In considering the value of the property, we have analysed information relating to recent transactions as follows:

Retail Comparable Rental Evidence

- **1 The Square Stow-on-the Wold GL54 1AB**
13/10/2021 Retail / office 3 year term £15,000 p.a. 511 sq.ft. over 3 floors £47 / sq.ft. Zone A
- **The Square Shop, High Street, Chipping Campden GL55 6AT**
20/02/2020 – 309 sq.ft. 3 year term £15,000 p.a. £48.50 p.a.
- **1&2 Roseary Court High Street, Chipping Campden GL55 6AL**
19/10/2021 3 year term. The Orchard Cosmetic Clinic £8,000 per annum 357 sq.ft. £40 / sq.ft. Zone A

Comparable Sales Evidence and Yields

6&7 Montpellier Walk, Cheltenham GL50 1SD

03/10/2021 £675,000 Grade II* Retail over 3 floors 1,544 sq.ft. £437 / sq.ft.

221 Banbury Road, Oxford OX2 7HQ

30/09/2021 - £1.01 million Tenant Boots Pharmacy Lease from 25/09/2019 to 24/09/2029 rent review in 5th year. G.F. 2,141 sq.ft. – FF 361 sq.ft. – Basement 741 sq.ft. Total 3,243 sq.ft. 5% net initial yield.

De La Hayes Restaurant High Street Bourton on the Water Cheltenham GL54 2AN

08/08/2021 £2.4 million. G.F. 4,197 sq.ft F.F. 1,808 sq.ft. Total 6,005 sq.ft. £399.67 / sq.ft.

162-164 High Street Cheltenham GL50 1EP

12/07/2021 £1.75 million £441.81 / sq.ft. 7.26% net initial yield. 3,961 sq.ft. Let to EE Limited.

Bank House, Abbey Terrace, Winchcombe GL54 5LL

27/05/2021 £610,000 £622.15 / sq.ft.

146-148 Bath Road Cheltenham GL53 7NG

Under offer £1.25 million Rent £82,236 p.a. £573.66 / sq.ft. 2 G.F. retail tenants
& 4 flats. Net initial yield 6.68%

The majority of property valuations rely on the comparable evidence which a valuer is able to source and which are readily available at the date of the valuation. There are instances where it is not possible to fully research every piece of comparable evidence or is not made available at the date of the valuation / when the report is being prepared. There may also be instances where further comparable evidence which was not available at the date of the valuation which subsequently comes to the attention of the valuer which may have changed the opinion of the valuer should this have been available at the date of the valuation. Should this occur, the valuer retains the right (but is under no obligation to do so) to amend his opinion of value.

7.2 METHODOLOGY AND RATIONALE

Open Market Rental Value

I refer to my comparable retail rental evidence above where zone A rates range from £40 to £48.50 per square foot.

I have valued the open market rental of Huxleys Cafe, Island House, High Street, Chipping Campden as follows:

Ground Floor	Rent
Zone A 304 sq.ft. @ £45 / sq.ft.	£13,680
Zone B 179 sq.ft. @ £22.50 / sq.ft.	<u>£4,028</u>
Sub-Total	£17,708
Basement	
Kitchen 420 sq.ft. @ £17.50 / sq.ft.	£7,350
Terraced Area	
Seating 976 sq.ft. @ £10 / sq.ft.	£9,760
First Floor	
Office / Stores 480 sq.ft. @ £10 / sq.ft.	£4,800
Second Floor	
Studio 404 sq.ft. @ £7.50 / sq.ft.	<u>£3,030</u>
Total	<u>£42,648</u> Say £42,500

Market Capital Value

Building area 1,781 sq.ft. @ £450 / sq.ft. =	£801,450
Terraced area 976 sq.ft. @ £50 / sq.ft. =	<u>£48,800</u>
Total	<u>£850,250</u> say £850,000

This reflects a net initial yield of 5%

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organisation as a “Global Pandemic” on 11 March 2020, has impacted global financial markets. Travel restrictions have been implemented by many countries.

Market activity is being impacted in many sectors. As at the valuation date, we consider that we can attach less weight to previous market evidence for comparison purposes, to inform opinions of value. Indeed, the current response to COVID-19 means that we are faced with an unprecedented set of circumstances on which to base a judgement.

Our valuation is therefore reported on the basis of ‘material valuation uncertainty’ as per VPS 3 and VPGA 10 of the RICS Red Book Global. Consequently, less certainty – and a higher degree of caution – should be attached to our valuation than would normally be the case. Given the unknown future impact that COVID-19 might have on the real estate market, we recommend that you keep the valuation of this property under frequent review

8.0 SUMMARY

- We are of the opinion that, should the property come to the market to let, it would rent within 6-12 months.
- We are of the opinion that should the property come to the market for sale, it would sell within 6-12 months.
- We feel that this property, would be suitable for sale via an auction, in line with some of the comparables listed above. This could reduce the timescales for sale.
- On this occasion, there are no conflicts with the definitions of the basis of value or its underlying assumptions.
- The current use as a Café is the best use.
- The potential occupational demand for this type of property is currently good, however, it should be noted that demand can change over time and this opinion is at the date of valuation only.
- Flood risk/contamination etc could impact on the potential marketability of the property, however, we would assume that this would not rule out a substantial number of potential occupiers.
- There is current market uncertainty due to both Brexit and the Coronavirus pandemic, the future trends or volatility we cannot yet judge. This may impact a period within the length of the loan.
- LOCAL MARKET COMMENTARY.

The current local retail and leisure properties is good.

9.0 PRIVACY STATEMENT

We can confirm that the named valuer and firm of Barnsdales are an independent valuer as defined by PS 2 S3.4 of the, *'The Red Book'* (RICS Valuations – Global Standards). The valuer has the relevant experience in valuing the type of property concerned in the particular location and is an RICS Registered Valuer. Our Valuations and Reports are confidential to the party to whom they are addressed and for the specific purpose to which they refer, and no responsibility whatsoever is accepted to any third parties. Neither the whole, nor any part, nor reference thereto, may be published in any document, statement or circular, nor in any communication with third parties, without our prior written approval of the form and context in which it will appear.

A copy of this report may be provided (on a non-reliance basis) (i) where disclosure is required by applicable law or regulation, by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body or in respect of legal or arbitration proceedings in connection with this report; (ii) where disclosure is required by the rules of any stock exchange, listing authority or similar body upon which an Addressee's shares or other securities are listed; (iii) to an Addressee's affiliates, officers, directors, employees, auditors and professional advisors in connection with the loan and hedging transactions under the Facility Agreement; (iv) to any financial institution or other entity in connection with the loan and hedging transactions under the Facility Agreement; (v) to any person to whom such Addressee may potentially assign or transfer all or any of its rights and obligations under any documentation relating to or under the Facility Agreement and to the professional advisors of each such person; and (vi) to any rating agency in connection with any securitisation of (or Referable to) the Facility Agreement and to investors in such securitisation including in each case their professional advisers and (vii) or otherwise, with your prior written consent.

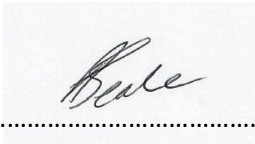
10.0 SIGNATURE AND DATE OF REPORT

The property was inspected on 22nd April 2022 and then reported by Andrew Seale MRICS an external Registered valuer, who has the relevant experience and knowledge of valuing this type of property.

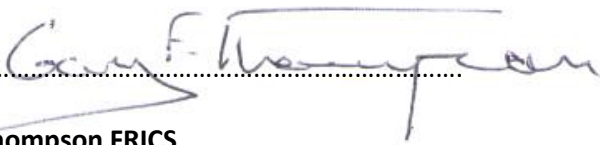
We confirm that neither the firm nor the valuer has any conflict of interest in this matter.

The undersigned has not previously had any professional involvement in connection with the property.

We confirm the valuer/Barnsdales has not undertaken a valuation of the asset for the same purpose, or has been involved in the purchase of the same asset for the client either within the period of 12 months preceding the valuation date or within such other period and criteria as prescribed in England and Wales.

Signed.....

Andrew Seale BSc (Hons) MRICS
RICS Registered Valuer (0120102)

Signed.....

Gary Thompson FRICS
RICS Registered Valuer (748768)
for and on behalf of

barnsdales™

BARNSDALES VALUATIONS LIMITED
4 Sidings Court
DONCASTER
DN4 5NU

Date of Report: 2nd May 2022

APPENDICES

APPENDIX I

ASSUMPTIONS AND DISCLAIMERS

Assumed date of valuation: 2nd May 2022

Basis of valuation: Market Value as defined by RICS Glossary of Terms, namely: Market value is the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

There are instances where it is not possible to fully research every piece of comparable evidence or is not made available at the date of the valuation / when the report is being prepared. There may also be instances where further comparable evidence which was not available at the date of the valuation which subsequently comes to the attention of the valuer which may have changed the opinion of the valuer should this have been available at the date of the valuation. Should this occur, the valuer retains the right (but is under no obligation to do so) to amend his opinion of value.

Reinstatement value An indication for insurance purposes of the current reinstatement cost of the building(s) in its/their present form will be prepared. In recommending this figure we shall consider the property in relation to the RICS/BCIS Guidance Notes on Re-building Costs on a 'day one' basis assuming the policy will make allowance for this. A replacement valuation, where appropriate, is intended to mean providing a replacement building(s) of similar size, general appearance and quality to that as existing but not necessarily constructed with the same materials as the original structure.

Assumptions as to title: It is assumed that there can be proved good, unencumbered title to the property and that there are no restrictive covenants, easements, planning matters,

compulsory purchase orders or any other matter which could be revealed by a local search, replies to usual enquiries or any statutory notice and which would impact on value.

Extent of Survey:

This valuation report does not constitute a building survey and no investigations have been made separately carried out in respect of latent defects, deleterious materials or other hazardous substances. There has been no investigation to establish the condition and location of the water mains supply and soil water drainage. No test of the electrical installations was undertaken and for the purposes of this valuation, we have assumed any electrical installations will be undertaken to the standards recommended by the Institute of Electrical Engineers and in compliance with part P of the Building Regulations. No test of the gas installations was undertaken and for the purposes of this valuation we have assumed the gas pipes and connections will be installed to those standards of the Council of Registered Gas Installers and in accordance with part L of the Building Regulations.

Contamination:

No investigations have been carried out with respect to contamination and it is assumed that none is present. We have not inspected any asbestos register relating to this property to provide advice as to whether such material exists in the property. The exposed nature of the interior of the property is such that only wood, bricks and mortar were evident. However, should it be established subsequently that contamination exists at the property or on any neighbouring land or that the premises have been or are being put to any contaminative use, we reserve the right to review our valuation.

Planning:

We have valued the property on the basis that the necessary detailed planning, building and statutory undertakings, consents and requirements have been forthcoming. We are not aware of any potential development or change of use of the property or properties in the locality which would materially affect our valuation.

Building control:	Note was made of the presence of fire safety installations and we have therefore assumed that all building control and fire regulation approvals have been sought and awarded. We have undertaken the valuation on the basis that the property is located on an adopted highway maintainable at public expense but we have not made enquiries.
Taxation:	No allowance has been made for VAT or capital gains taxation on purchase or disposal.
General Disclaimer:	In accordance with the advice of the Royal Institution of Chartered Surveyors, this report is confidential to you and your advisors and is for the sole purpose expressed above. We can accept no responsibility if it is relied upon by anyone else, whether for the stated purpose or for any other.

In addition, neither the whole nor the part of this report may be include in any published document, circular or statement, nor published in any way, without our written approval of the form and context in which it may appear (such approval not to be unreasonably withheld).

**Barnsdales Chartered Surveyors,
4 Sidings Court,
DONCASTER DN4 5NU**

APPENDIX II

Photographs/Digital Images



Terrace, Willow Tree and Island House



Side Elevation Upper Access Road



High Street Elevation with Terraced Area



Street Scene



The Square



Terraced Area



Ground Floor Bar



Ground Floor Cafe Lounge



Basement Kitchen



First Floor Office / Function Room



First Floor W.C.



First Floor Store



Second Floor Recording Studio



Second Floor Lounge



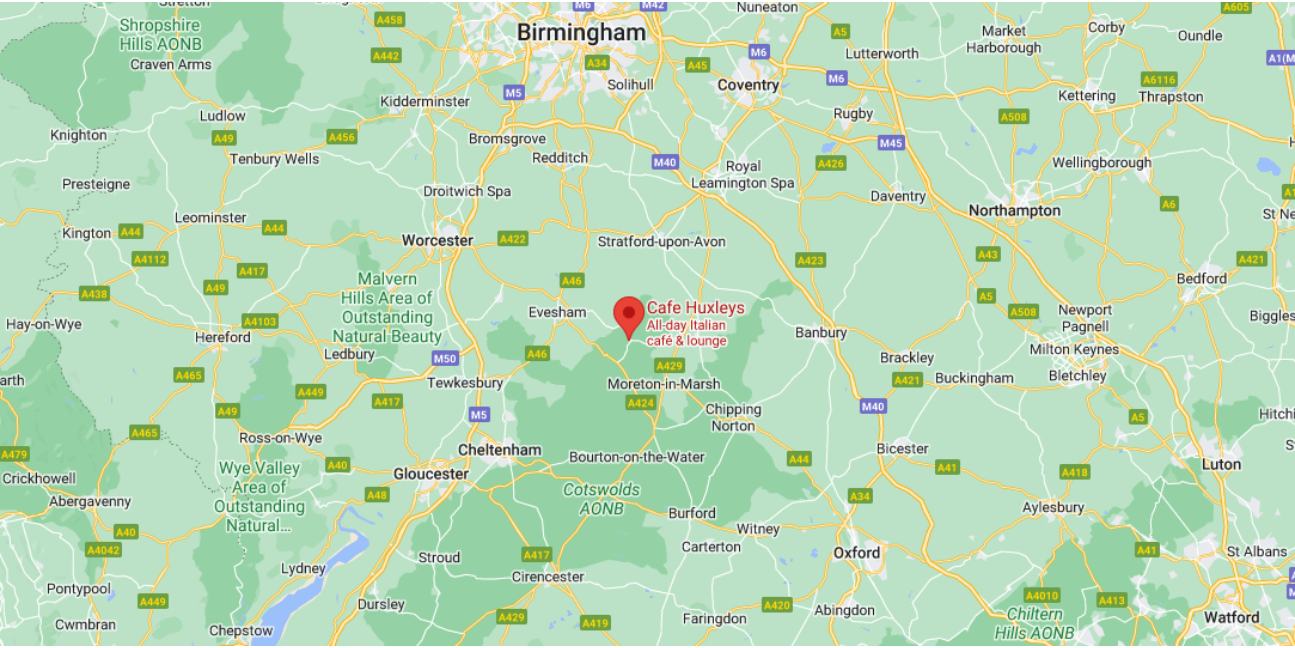
Second Floor Recording Studio

APPENDIX III

Location/Title Plan



(Huxleys, Island House, GL55 6AL)
Our ref: BDN 1381



Minimum Number of Directors/ Partners:	2.
Minimum Professional Indemnity Cover:	£5,000,000.00.
Professional Indemnity Cover duration:	During the continuance in force of these terms and conditions and for six years after termination maintain professional indemnity insurance. If you cease trading prior to six years after termination of the Method's Approved Terms and Conditions for the supply/receipt of instructions by Customers/Panel Members between Customers and Panel Members, you shall ensure adequate run-off cover to fulfil your PII obligations.
Other:	Market Value to be less than PII limit.
Surveyor Qualifications:	<u>Signatories</u> RICS Registered Valuer with at least 3 years Post Qualification Experience. <u>Counter Signatories</u> RICS Registered Valuer with at least 5 years Post Qualification Experience.

If you do not meet this minimum criteria do not accept this instruction.

5. Other

Distance of Valuer to Property/Business/Development:	25.1 miles.
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6. Please Note

If we have any Guidance Notes these will be available through the Valuer Portal of the Method xi system. In the event of a conflict between the contents of our Guidance Notes and our standard instruction letter, please note that our standard instruction prevails. It is your responsibility to make sure you understand our requirements.

Method's Approved Terms and Conditions and the Lender's Guidance Notes are hereby incorporated into this letter of Instruction which is submitted on the basis that:

1. Method's Approved Terms and Conditions prevail in respect of the Customer's obligations;
2. Method's Approved Terms and Conditions prevail in respect of the Panel Member's obligations and
3. In respect of the instructions the terms and conditions contained within the Letter of Instruction will prevail.

Do not accept this instruction unless you are happy with the instruction being on this basis.

By undertaking this instruction you agree that you will be deemed to unequivocally accept this condition.

Any variations to these terms, you seek to impose by issuing your own terms of business shall be of no effect whatsoever, even if mistakenly signed on our behalf.

Given the framework in place between us as the lender, the panel manager and yourselves, we do not require you to issue Terms of Business. You may provide a copy of you Acceptance of Instruction letter/ Terms of Engagement, but these are not to include any variations to the established terms of business.

We trust that these instructions are clear; however, should you wish to discuss the contents of this instruction letter please contact Method (admin@method-vm.co.uk).

Yours faithfully
Proplend Security Limited

Summary of Requirements

Background

You are instructed to provide a report and valuation of the Property for secured loan purposes in accordance with the RICS Valuation - Global Standards 2020 'the Red Book'.

The report is to be addressed to Proplend Security Limited (the "Security Trustee") in accordance with the terms set out in this instruction letter who will rely on the Valuation as Security Trustee.

The Professional Indemnity Insurance Policy must be in your own name effected and maintained with an insurer approved by the Royal Institution of Chartered Surveyors providing you with full cover against your potential liabilities under your report and valuation including without limitation claims for breach of instructions and claims for professional negligence.

You will not do anything which might invalidate any Professional Indemnity Insurance Policy or to prejudice our entitlement thereunder. You will on request provide us with evidence of the existence and renewal of the Professional Indemnity Insurance Policy, the name of the insurer and proof of payment of the premium.

We never lend on security of property where we are aware that the borrower or any related or connected person uses or intends to use the property as a dwelling. Please report to us who is in occupation of the property and let us know immediately if you believe or suspect that that the borrower or any related or connected person uses or intends to use the property as a dwelling.

Instruction

The report containing your valuation (Valuation Report) should be addressed to Proplend Security Limited which must clearly state that it can be relied upon for the purposes described in this instruction letter by the parties named herein. Please ensure that the Valuation Report accords with the current RICS Appraisal and Valuation Manual.

Please indicate in your Valuation Report if the valuer or your firm have had any previous involvement with the Property forming the subject of the valuation. If so, please indicate the nature and extent of that involvement and confirm specifically that you consider there is no conflict of interest on the part of the valuer or your firm.

The report and valuation must be undertaken and signed by a qualified valuer with a minimum 2 years PQE. A qualified valuer must be both a member of the Royal Institution of Chartered Surveyors, MRICS/FRICS and an RICS registered valuer. The Lender requires all residential and commercial valuation reports (excluding short form residential templates) are to be countersigned by a Chartered Surveyor, MRICS/FRICS and an RICS registered valuer with a minimum of 5 years PQE.

Content of Valuation and Report

The Market Valuation referred to below should be based on current values and should reflect market conditions prevailing at the date of the Valuation Report, and changes in market conditions that you are able to predict, and should include:

- Market Value in its current condition subject to, and with the benefit of, any existing leases or tenancies;
- Market Value in its current condition subject to, and with the benefit of, any existing leases or tenancies assuming a sale to be completed within 90 days;
- Market Value of the Property assuming Vacant Possession;
- Estimated rental value for the subject Property(s);
- Estimated Reinstatement Cost for fire insurance purposes, including site clearance costs and professional fees;
- Executive Summary;
- Provide commentary on whether the Property is suitable for loan security purposes;
- Details of tenant(s), including passing rent, lease start/expiry/break dates and any non-recoverable costs etc. For commercial tenancies provide strength of covenant, service charge issues etc;
- Tenure and principle terms of lease for leasehold properties;
- Provide comparable sales and rental evidence to support your assumptions on values;
- Provide commentary on continued likely market demand for properties of this size and nature, in this location, for sale and to let;
- Provide a full description of the Property to include its accommodation, its size, its construction, location and general state of repair. These details should be supported with photos of the Properties. Whilst you are not instructed to carry out a structural survey on each Property, please comment of any noticeable defects that might warrant further investigation and which might affect the marketability of the Property
- Valuation methodology including justification of value, calculations and residual appraisals on land with planning valuations;
- If the property is a development, we require information on build costs, comparison to BCIS indices and full commentary to support the build costs adopted within your valuation.
- Provide copies of relevant planning consents and documentation including approved drawings, Section 106 agreements etc and commentary thereon.
- Copy of the most recent Energy Performance Certificate
- Specific commentary concerning access right to the different areas of the Property.

- Purchase history of the Property during the last 10 years. If the Property is on the market, please confirm the selling agent and include a copy of the sales particulars in the report.
- Lending risks both short and medium term
- Residential element as a percentage of the land area.
- For new builds / conversions (last 10 years), please comment on the completion date, whether NHBC or similar certification would be required, the number of properties in the development and any recent sales
- Commentary on any invasive vegetation, contamination, and/or hazardous substances identified upon inspection
- Any additional reports required on the Property i.e. Ground Investigation Structural Survey, Asbestos Report etc
- Council tax band / Rateable Value
- Disability Discrimination Act issues.

Please provide as appendices:

- Sufficient colour photographs of the street scene, exterior (front and rear) and interior of the Property.
- A general location map and a more detailed plan showing boundaries you have assumed for the Property.
- Land registry extract.

Report on Title

The Security Trustee requires that its acting Solicitors arrange to send you a copy of their Report on Title in respect of the Property and obtain your written confirmation that nothing in the report on title has any effect on the valuation report you have provided to the Security Trustee. Please respond to any such request by the acting Solicitors timely and without delay.

Method's Approved Terms and Conditions for the supply/receipt of instructions by Customers/Panel Members, between Customers and Panel Members (the Method Approved Terms and Conditions)

The following terms and conditions apply to the provision and receipt of valuation and/or IMS survey reporting services (and any related work) to the Customer by the Panel Member. These terms and conditions are issued to you to confirm the basis of your instruction for the supply and receipt of these Services.

These terms and conditions are in addition to the framework agreement between (1) Method and (2) the Customer (herein referred to as the Panel Management Agreement) and the framework agreement between (1) Method and (2) the Panel Members (herein referred to as the Panel Services Agreement).

Agreed Terms

1 Interpretation

The following definitions and rules of interpretation apply.

1.1 Definitions

Agreed Fee: means the agreed fee as referred to within the Letter of Instruction.

Applicable Law: means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the activities of the parties under these terms and conditions including those issued by relevant regulatory bodies in the property sector.

Applicant: means any person to whom the Customer is considering making a Mortgage Advance based on the security of the Property Asset and/or Business to be valued.

Charges: means the agreed fee referred to within the Letter of Instruction.

Customer Group: means any holding company or companies of a Customer and any subsidiary or subsidiaries of that Customer or any such holding company, from time to time. Holding company and subsidiary shall be defined according to Section 1159 of the Companies Act 2006.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Panel Member in connection with the Services.

Customer: means any company that receives Services pursuant to the Letter of Instruction and has entered into a Panel Management Agreement with Method in respect of the Services.

Deliverables: means the reports which are prepared by the Panel Member for the Customer and any documents, products and materials provided by the Panel Member to Method and the Customer.

Instruction: means any communication by the Customer whether through Method or otherwise to prepare a report or perform Services as more specifically detailed in the letter of instruction (the Letter of Instruction) from the Customer to the Panel Member.

Method: means Method Valuation UK Limited (CRN: 08894835).

Method Approved Terms and Conditions: means these terms and conditions as may vary from time to time.

Mortgage Advance: means any advance made or proposed to be made by the Customer to an Applicant secured or to be secured over the Property Asset and/or Business to be valued.

Panel Management Agreement: means the framework agreement between Method and the Customer in relation to the procurement of software and supporting services provided by Method to the Customer.

Panel Member Materials: means any Panel Member confidential information, processes, methodologies, procedures, technologies, techniques, know-how, tools, templates, materials, software, including, without limitation, supplier licensed software and any third-party software, information, data and trade secrets developed or acquired by the Panel Member, or licensed to the Panel Member by a third party.

Panel Member: means any company that supplies Services pursuant to a Letter of Instruction and has entered into a Panel Services Agreement with Method in respect of the Services.

Panel Member's Deliverables: means the valuation reports or IMS reports which are prepared by the Panel Member for the Customer and any documents, products and materials provided by the Panel Member to the Customer in accordance with the Letter of Instruction and these Method Approved Terms and Conditions.

Panel Services Agreement: means the framework agreement between Method and the Panel Member in relation to the procurement of the Services to the Customer.

Personal Data: has the meaning given in applicable Data Protection Legislation from time to time.

Property Asset and/or Business: means the assets to be secured by the Mortgage Advance.

Services: means the provision of valuation and/or IMS services by the Panel Member of the Property Assets and/or Businesses pursuant to the Letter of Instruction.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 The Schedules form part of this Agreement and the content of the Schedule or the documents referred to in the Schedule shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.

- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.6 This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to writing or written includes email.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 Any words following the terms including/include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words/description, definition, phrase or term preceding those terms.
- 2 Commencement and duration**
- The set terms and conditions shall commence on the issue of the Instruction Letter and shall continue in force until or unless terminated in accordance with clause 9 below, or on the satisfactory completion of the instruction. These terms shall be deemed to be agreed on your submission of a report in response to this instruction.
- 3 Customer's obligations**
- 3.1 The Customer shall:
- 3.1.1 co-operate with the Panel Member and Method as applicable in all matters relating to the Services;
- 3.1.2 appoint a manager for the Services, who has the authority to contractually bind the Customer on matters relating to the Services.
- 3.1.3 provide to the Panel Member in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) required under these terms and conditions or otherwise reasonably required by the Panel Member in connection with the Services and ensure that they are accurate and complete in all material respects; and
- 3.1.4 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Panel Member to provide the Services, including the use of all Customer Materials insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start.
- 3.2 If the Panel Member's performance of its obligations under these terms and conditions is prevented or delayed by any act or omission of the Customer, its agents, sub contractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Panel Member shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.
- 4 Panel Member's responsibilities**
- 4.1 The Panel Member shall provide the Services and deliver the Deliverables as instructed in accordance with these terms and conditions and:
- 4.1.1 The Letter of Instruction and Panel Services Agreement;
- 4.1.2 Good Industry Practice;
- 4.1.3 Applicable Law;
- 4.1.4 the rules, regulations and guidance of RICS and/or other Appropriate Professional Body applicable from time to time; and
- 4.1.5 such policies and procedures of the Customer as notified in writing by Method and/or the Customer as applicable from time to time.
- 4.2 The Panel Member shall be given instructions pursuant to the Letter of Instruction and shall submit reports via and in accordance with the electronic system as Method may specify from time to time. The Panel Member shall ensure that at all times it has the capability to receive and process instructions and reports using such system specified by Method.
- 4.3 The Panel Member shall:
- 4.3.1 co-operate with the Customer where required and act reasonably and in good faith in carrying out instructions and performing its obligations under the terms and conditions always in accordance with clause 4.1;
- 4.3.2 ensure that it provides and maintains at all times all equipment, systems and materials necessary for the proper performance of the Services, appropriately licensed for the purposes for which it is to be used and at all times in conformance with Applicable Law;
- 4.3.3 deliver the Services in compliance with these terms and conditions;
- 4.4.4 provide such advice and assistance as may be reasonably requested to enable the Customer to take the full benefit of the reports and Services. The Panel Member confirms that any such work is included in the Charges for the report and does not constitute additional work for which an additional fee would be chargeable;
- 4.4.5 supply an electronic copy of each report in the first instance, supplemented by additional hardcopies as required by Method and/or Customers as applicable; such additional hardcopies of such reports being supplied without any additional charge or fee; and
- 4.4.6 provide such assistance, support and information as reasonably requested by Method and/or the Customer as applicable, in relation to any investigations, questions or complaints arising from the provision of services (or any report) provided by the Panel Member, at no additional cost to the Customer.
- 5 Warranty and Representation**
- 5.1 The Customer warrants and represents that it has full legal capacity and authority to enter into these terms and conditions and the Letter of Instruction to procure the Services and perform its obligations under and in accordance with these terms and conditions.
- 5.2 The Panel Member warrants and represents that:
- 5.2.1 it has full legal capacity and authority to enter into and to provide the Services in accordance with these terms and conditions and the Letter of Instruction;
- 5.2.2 it has and will maintain throughout the period of these terms and conditions remains in force all Licences, permissions, registrations and other rights, including those required under Applicable Law, necessary to enable it lawfully to provide the Services and to perform its obligations under and in accordance with these terms and conditions; and
- 5.2.3 the Services shall be performed with all reasonable skill and care by appropriately qualified, experienced and trained personnel devoting sufficient time to the proper performance of the Services and always in accordance with clause 4.
- 5.3 All conditions, warranties and other terms implied by statute, common law, course of dealing or otherwise are excluded to the fullest extent permitted by law.
- 5.4 The Panel Member shall indemnify and hold the Customer harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Customer as a result of or in connection with any claim made against the Customer in respect of any liability, loss, damage, injury, cost or expense sustained by the Customer, Customer Group, Applicant or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relating to or arising from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of these terms and conditions by the Panel Member.
- 6 Charges and payment**
- 6.1 In consideration of the provision of the Services by the Panel Member, Method on behalf of the Customer shall pay the Charges to the Panel Member in accordance with this Clause 6.
- 6.2 The Panel Member acknowledges that Method can receive the Charges from either the Applicant or the Customer. The Panel Member further acknowledges that Method is under no obligation to pay the Charges to the Panel Member until Method has received the Charges from the Applicant and/or the Customer.
- 6.3 Payment of the Charges due to the Panel Member shall be made by Method using Method's online system provided for such purposes within 30 Business Days of receipt of the Panel Member's invoice which shall be issued to Method upon completion of the Instruction using Method's online system provided for such purposes.

6.4 The Panel Member shall notify Method in writing of the details of its bank account for payment of the Charges and any changes to the same shall be notified to Method in writing at least 30 days prior to such change becoming effective.

7 Intellectual property rights

7.1 Any information (including but not limited to valuation estimates and valuation reports provided as part of the Services) and any Intellectual Property Rights created by the Panel Member as a result of the provision of the Services shall vest in and are hereby assigned to the Customer. Notwithstanding any other provision of these terms and conditions it is acknowledged that the Panel Member shall be entitled to retain on an anonymised and aggregated basis the valuation estimates set out in the valuation reports for the purposes of maintaining a database of local property valuations for the purposes of providing the Services.

8 Data protection

8.1 The Customer and the Panel Member will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

8.2 The Customer and the Panel Member warrant that each shall in connection with these terms and conditions:

8.2.1 comply with the Data Protection Act 2018 ("Act"), the UK GDPR and all applicable privacy laws and regulations in any relevant jurisdiction including (to the extent applicable) the General Data Protection Regulations (EU) 2016/679 ("GDPR"); and

8.2.2 not, by act or omission, put any other party in breach of the Act or any other applicable privacy laws and regulations in any relevant jurisdiction.

8.3 The Customer and the Panel Member acknowledge and agree that each of them and Method are Data Processors with respect to all Personal Data processed pursuant to these terms and conditions, the Letter of Instruction, the Panel Management Agreement and the Panel Services Agreement (in all cases capitalised terms used in this clause if not otherwise defined are as defined in the Act). Where Method provides Instructions, the Customer and Panel Member acknowledge that Method is acting as a Data Processor acting under the Customer's Instructions, as Data Controller, and an Instruction provided by Method in accordance with these terms and conditions shall constitute prior written approval from the Customer to the Panel Member to process Personal Data necessary to carry out such Instruction.

8.4 Without prejudice to clause 8.3 to the extent that the Customer and Panel Member are required to process Personal Data on behalf of each other under these terms and conditions, they will:

8.4.1 process such Personal Data only to the extent strictly necessary for the purposes of performing these terms and conditions, and otherwise in accordance with the Instructions, and/or the avoidance of doubt it will not disclose any such Personal Data to any third party, except on Method's express written instructions;

8.4.2 acquire no rights in Personal Data and on demand by Method will either return to Method or destroy and/or permanently delete in so far as practicable, from its information technology systems (at the option of Method) all copies of any such Personal Data in its possession and provide to Method a certificate signed by one of its authorised signatories confirming that it has done so;

8.4.3 put and at all times maintain in place appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and, having regard to the nature and content of the Personal Data and the damage that may be caused by such unauthorised and unlawful processing, against accidental loss or destruction of or damage to such Personal Data, to ensure compliance by Method and the Panel Member with the seventh data protection principle set out in the Act;

8.4.4 promptly provide Method with such evidence as Method reasonably requests of the technical and organisational measures in place from time to time under Clause 8.4.3;

8.4.5 not transfer any Personal Data outside the UK, except with the prior written consent of Method and in accordance with any additional terms which Method imposes on such transfer, including a requirement to enter into the EU standard contractual clauses (SCCs) (where relevant) or the UK ICO's approved equivalent to the SCCs with the transferee. Where transfer is between UK and EEA, such transfer may be made in reliance upon mutual adequacy decisions for so long as they remain approved and in force;

8.4.6 immediately notify Method of any complaint, notice or communication which it receives, and which relates directly or indirectly to the processing of any Personal Data or to either party's compliance with the Act, and provide Method with full co-operation and assistance in relation to any such complaint, notice or communication;

8.4.7 assist Method in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

8.4.8 ensure that all personnel who have access to and/or process Personal Data are obligated to keep the Personal Data confidential; and

8.4.9 notify Method without undue delay on becoming aware of a Personal Data breach and provide Method withall requested assistance in respect of the same.

8.5 The Customer and the Panel Member will not use any Personal Data which either may obtain from Method under these terms and conditions (whether Personal Data to which Clause 8.4.3 applies or Personal Data in respect of which the Panel Member acts as Data Controller, as defined in the Act) for any purpose other than the provision of the Services unless and to the extent otherwise agreed in writing in advance by Method. For the avoidance of doubt, this restriction on use of Personal Data includes sending marketing materials or any other marketing communications of any sort and by any means to any member of Method's staff or to any other Data Subject of that Personal Data and the Customer and Panel Member will under no circumstances transfer any such Personal Data to any third party for use for marketing purposes. This Clause is without prejudice to the generality of Clause 8.3

8.6 The Customer and the Panel Member warrant that each has, and undertakes that it will continue to maintain, a valid, complete and up to date registration or notification to the Office of the Information Commissioner (or any successor) under the Act to process Personal Data under these terms and conditions.

8.7 Nothing in these terms and conditions shall limit any parties' liability for any breach of its obligations under clause 8 of these terms and conditions.

9 Confidentiality

9.1 In respect of information passing between the Customer and the Panel Member in relation to the performance and subject matter of these terms and conditions, the Panel Member and Customer will, in respect of any details of these terms and conditions, or any technical or commercial or valuation information related to the provision of the Services including all Personal Data, details of any Applicant or any Mortgage Advice or Development Loan, details that it receives or creates (the Recipient) from or on behalf of the other Party (the Discloser) or in the performance of or arising under these terms and conditions (Confidential Information):

9.1.1 use that Confidential Information only if and to the extent necessary for the purposes of performing its obligations and/or exercising its rights under these terms and conditions;

9.1.2 not disclose that Confidential Information to any person other than any person employed or engaged by it, its auditors and other professional advisers, or any person having a statutory or other legal right (other than a contractual right) to request and receive that information, including any court of competent jurisdiction or Regulator, provided that the Recipient informs the Discloser prior to such disclosure that it has been required to disclose it (if and to the extent that the Recipient is legally permitted to so inform the Discloser); and

9.1.3 Otherwise protect and maintain the confidentiality of that Confidential Information.

9.2 Clause 9.1 will not apply to any information which:

9.2.1 is or becomes public knowledge other than as a result of a breach of this clause 9;

9.2.2 was rightfully in the Recipient's possession before its disclosure to the Recipient under or in connection with these terms and conditions;

9.2.3 following its disclosure to the Recipient under or in connection with these terms and conditions, is received by the Recipient from a third party who is not under an obligation of confidentiality in relation to that information;

9.2.4 is developed independently without access to, or use or knowledge of, the Confidential Information; or

9.2.5 is trivial or obvious.

9.3 Provided that clause 9.2 is not intended to exclude from the application of clause 9.1 any information generated by or on behalf of the Customer for the Panel Member under these terms and conditions (which for the avoidance of doubt will be kept confidential by the Customer in accordance with clause 9.1).

9.4 The Customer and Panel Member agree that damages may not be an adequate remedy for any breach of clause 9.1 and that the Discloser will be entitled to a court order to enforce compliance with this clause or to stop any breach of it, actual or threatened.

9.5 Notwithstanding clause 9.3 nothing in these terms and conditions shall limit the Customer's and Panel Member's liability for any breach of clause 9 of these terms and conditions.

10 Limitation of liability

10.1 Nothing in these terms and conditions limits any liability which cannot legally be limited, including liability for:

- 10.1.1 death or personal injury caused by negligence;
- 10.1.2 fraud or fraudulent misrepresentation; and
- 10.1.3 Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.2 Subject to clauses 5.4, 8.7, 9.4, and 10.1:

10.2.1 the Customer and the Panel Member shall not be liable to each other whether in contract, tort, or for breach of statutory duty for any indirect or consequential loss arising under or in connection with these terms and conditions;

10.2.2 the Customer's total aggregate liability to the Panel Member in accordance with these terms and conditions and the Panel, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms and conditions shall be limited to the total aggregate Charges paid by the Customer under these terms and conditions.

10.2.3 the Panel Member's total aggregate liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms and conditions shall be limited to the aggregate market value and gross development value of all the Property Assets and/or Businesses that are reported by the Panel Member in its provision of the Services to the Customer and the Panel Member's total aggregate liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with each report provided as part of the Services shall be limited to the market value or gross development value as applicable of the Property Asset and/or Business that is the subject of such report as reported by the Panel Member.

10.3 The Customer and Panel Member further acknowledge that all potential liability with respect to any reports and the Services provided lies solely with the Panel Member who ultimately provides a report and the Services for the benefit of the Customer and both parties acknowledge and agree that Method is not a party to and has no liability to either party under or in connection with these terms and conditions.

11 Termination

11.1 Subject to clause 11.2 below, the supply and receipt of the Services shall expire upon payment of the Charges.

11.2 Without affecting any other right or remedy available to it, the Customer and the Panel Member may terminate these terms and conditions during the supply/receipt of the Services with immediate effect by giving written notice to each other if:

11.2.1 the other commits a material breach of any term of these terms and conditions (which shall include any failure to pay any of the Charges on the date when they are due) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

11.2.2 the other repeatedly breaches any of these terms and conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these terms and conditions;

11.2.3 the other suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(a) or 123(2) of the Insolvency Act 1986;

11.2.4 the other 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 any of its creditors;

11.2.5 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 11.2.3 to clause 11.2.4 (inclusive);

11.2.6 the other suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

11.2.7 The Panel Management Agreement or Panel Services Agreement is terminated for whatever reason.

12 Consequences of termination

12.1 On termination or expiry of these terms and conditions:

12.1.1 The Customer shall on request return any of the Panel Member Materials received in the provision of the Services;

12.1.2 the Panel Member shall on request return any of Customer Materials not used up in the provision of the Services; and

12.1.3 the following clauses shall continue in force: clause 1 (Interpretation), clause 7 (Intellectual property rights), clause 9 (Confidentiality), clause 10 (Limitation of liability), clause 12 (Consequences of termination), clause 19 (Waiver), clause 18 (Severance), clause 20 (Conflict), clause 25 (Governing law) and clause 26 (Jurisdiction).

12.2 Termination or expiry of these terms and conditions shall not affect any rights, remedies, obligations or liabilities of the Customer that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these terms and conditions which existed at or before the date of termination or expiry.

13 Force majeure

13.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

13.1.1 acts of God, flood, drought, earthquake or other natural disaster;

13.1.2 epidemic or pandemic;

13.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

13.1.4 nuclear, chemical or biological contamination or sonic boom;

13.1.5 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

13.1.6 collapse of buildings, fire, explosion or accident;

13.1.7 non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and

13.1.8 interruption or failure of utility service.

13.2 Provided it has complied with clause 13.4, if the Customer and/or Panel Member is prevented, hindered or delayed in or from performing any of its obligations under these terms and conditions by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of these terms and conditions or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13.3 The corresponding obligations of the Customer and/or Panel Member will be suspended, and if time for performance of such obligations extended, to the same extent as those of the Affected Party.

13.4 The Affected Party shall:

13.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than five days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under these terms and conditions; and

13.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving two weeks' written notice to the Affected Party.

14 Assignment and other dealings

14.1 The Customer and Panel Member shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these terms and conditions without the prior written consent of Method and/or the Customer or Panel Member.

15 Variation

15.1 These terms and conditions may be varied from time to time and it is the Customer's and Panel Member's obligation to ensure that they regularly check Method's website to ensure that they are aware of the most up to date version of these terms and conditions.

16 Waiver

16.1 A waiver of any right or remedy under these terms and conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.2 A failure or delay by a party to exercise any right or remedy provided under these terms and conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these terms and conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.3 A waiver of a right or remedy provided under these terms and conditions or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

17 Rights and remedies

The rights and remedies provided under these terms and conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

18 Severance

18.1 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions.

18.2 If any provision or part-provision of these terms and conditions is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19 Entire Agreement

19.1 These terms and conditions and the documents referred to in it constitute the entire agreement between the parties and supersede and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20 Conflict

20.1 If there is any conflict between these terms and conditions and the Letter of Instruction then the terms and conditions contained in the Letter of Instruction shall prevail so far as they relate to the Customer's Instructions and these Methods Approved Terms and Conditions shall prevail so far as they relate to the obligations of each of the Customer and the Panel Member.

21 No partnership or agency

21.1 Nothing in these terms and conditions are intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 The Customer and the Panel Member each confirm it is acting on its own behalf and not for the benefit of any other person.

22 Third party rights

22.1 Except as expressly provided in these terms and conditions, a person who is not a party to it shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise rely upon or enforce any term within these terms and conditions save that:

22.1.1 Method shall be entitled to rely upon and enforce these terms and conditions or any provision which is expressed to be for the benefit of Method as if it were a Party to these terms and conditions but for the avoidance of doubt shall have no obligation to do so and Method shall have no obligations itself under these terms and conditions capable of being enforced by either the Customer, the Panel Member or any third party;

22.1.2 any Regulators of the Customer may enforce any audit rights expressed to be for their benefit; and

22.1.3 all obligations owed by the Customer to the Panel Member under these terms and conditions shall also be owed to and enforceable by any member of the Customer's Group and for those purposes references to the Customer shall be deemed to include any company in the Customer's Group.

22.2 Notwithstanding that these terms and conditions may be enforceable by a person who is not a party to it, these terms and conditions may be varied, modified or amended or terminated by agreement in writing between the parties without the consent of any such third party.

23 General

23.1 The relationship of the Panel Member to the Customer will be that of independent contractor and nothing in these terms and conditions shall render the Panel Member an employee, worker, agent or partner of the Customer and the Panel Member shall not hold itself out as such.

23.2 The Customer and the Panel Member acknowledge and agree that in entering into these terms and conditions it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether negligently or innocently made and whether in writing or not) of any person relating to the subject matter of these terms and conditions. The Customer and the Panel Member irrevocably and unconditionally waive all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

24 Notices

24.1 Any notice given to the Customer and/or Panel Member under or in connection with these terms and conditions shall be in writing and shall be:

24.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

24.1.2 sent by email to the Email address: admin@method-em.co.uk

24.2 Any notice shall be deemed to have been received:

24.2.1 if delivered by hand, on signature of a delivery receipt;

24.2.2 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; and

24.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 24.2.3, business hours means 9:00 am to 5:00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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

25 Governing law

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

26 Jurisdiction

26.1 The Customer irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or its subject matter or formation.