

Our T's & C's  
of business  
&  
fee schedule

# TERMS AND CONDITIONS OF BUSINESS & FEE SCHEDULE

## FEES SCHEDULE

**General Consultation:** Initial telephone consultations up to 15 minutes are non chargeable. All consultation in excess of this is chargeable at the hourly equivalent rate of £22 per 6 minutes.

TICK TO CONFIRM ACCEPTANCE

**Rent reinstatement:** Where rental is reduced or under the threat of reduction by a contractor TTP will negotiate to set-aside or minimise the said reduction. Fee charged will equate to 50% of the difference between the level of rent proposed by the contractor and the rent agreed subject to a minimum administration fee of £500.

TICK TO CONFIRM ACCEPTANCE

**Marketing & Letting, Rent Reviews and Media Audit:** The equivalent of 20% of the first years rent payable upon completion of an advertising lease/licence or settlement of a rent review. Where whichever is the the rent has pre-agreed increases during it's term the fees will equate to the equivalent of 20% of the average rent payable over the term. Minimum fee £350. Where agreements include a profit-share or revenue-share element TTP charges 15% of the Clients net income throughout the course of the agreement with the contractor even if in excess of 18 months. During the course of the agreement TTP will undertake a media audit on behalf of the client as necessary.

TICK TO CONFIRM ACCEPTANCE

**Contract Services:** To prepare an advertising lease, contracted out of the Landlord and Tenant Act 1954 Part II, with Exclusion Notice and, where appropriate, a Statutory Declaration notice:

Transactions with a rental value less than £10,000 pa £650

Transactions with a rental value more than £10,000 pa £850

To prepare an advertising licence £350

TICK TO CONFIRM ACCEPTANCE

**Portfolio Management:** 10% of the annual portfolio income, payable quarterly in advance.

TICK TO CONFIRM ACCEPTANCE

**Single Site Management:** 5% of the annual advertising income, payable quarterly in advance.

TICK TO CONFIRM ACCEPTANCE

**Town Planning:** **A**  
To monitor a hoarding contractors planning application £1,000 To monitor a subsequent planning appeal.

TICK TO CONFIRM ACCEPTANCE

**OR** **B**  
To prepare and submit an express consent planning application 'Base Fee' £3,500.  
Where consent is granted on application or appeal 'Success Bonus' £3,500 (This includes TTP fees for an appeal but excludes and specialist consultants that may be required. For example Traffic, Landscape etc.)

TICK TO CONFIRM ACCEPTANCE

**Sales & Acquisitions:** 3.5% of capital value. Minimum fee £500.

TICK TO CONFIRM ACCEPTANCE

**Valuation:** £250 per hour chargeable in minimum 15 minute periods. Minimum fee £500.

TICK TO CONFIRM ACCEPTANCE

All fees are subject to VAT and payable within 7 days of invoice. Each service incurs a separate charge. In the event that fees remain unpaid beyond 7 days then TTP can request payment of the fee invoice by the Tenant which will then be deducted from Rent due to the Client.

# TERMS AND CONDITIONS

The Thomas Partnership (TTP) provides advice solely in relation to Outdoor media. All advice, information and comment is intended for the client, and the client only. No reliance should be made on any comment relating neither to any other issues nor by any third party for any purpose whatsoever. Instructions are accepted in good faith on the assumption that the instructing party has the legal right and authority to appoint (TTP) in the capacity stated. Where instructions are issued by an Agent to TTP on behalf of a client, this must be disclosed prior to appointment and instructions are accepted on the assumption that such appointment has been disclosed and agreed with the client and is binding upon the client. Instructions issued by one company will be binding on all subsidiary companies or related companies. Instructions issued by a Partner will be binding upon the Partnership. Where instructions are held in relation to any property which is sold or let during the term of appointment of TTP, other than for the purposes of Outdoor media, fees will remain payable by the Client to TTP even where a fee earning event occurs after the sale or letting, as if the Client still owned the property. Instructions are accepted solely on the basis of a Sole Letting Agency or Sole Selling Agency. This means that once appointed, fees will be due even where negotiations are undertaken directly between the Client and tenant or purchaser. TTP does not warrant the ability of any tenant or purchaser to perform any obligation of a lease, contract or obligation of any type nor is any warranty given that the use of any site is lawful and no liability will accrue to TTP where any prosecution or enforcement action of any type is taken against the Client or the Tenant in relation thereto. The initial term of appointment of TTP will be 18 months and thereafter determinable upon one months notice. Termination will not release the Client from the liability to pay any fees due as a result of work undertaken prior to termination. Any variation to the above Terms and Condition of Appointment & Fee Schedule must be made in writing and agreed by both TTP and the instructing Client or Agent.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

The Thomas Partnership is the trading name for Outdoor Media Management Limited Company No 07877842.  
Registered office: Room 2, Finance House, Rookery Business Park, Ramsdean Petersfield, GU32 1RU.

