



## RESIDENTIAL STAGE RELEASE FUNDING TERMS OF BUSINESS

### 1. SERVICES

1.1 The scope of the Services to be provided to the Client by the Consultant (Mary Riley Solutions) will be agreed in writing between them.

1.2 If the Client requires any additional services or any change to the agreed Services, the Consultant will be entitled to an adjustment of the fees and an estimate of the additional fees which may be due will be provided to the Client upon request.

### 2. COMMENCEMENT / DURATION OF SERVICES

2.1 If the commencement date for the Services is not agreed in advance, the Services will be treated as having commenced on the date the Client and Consultant sign the Terms of Business Letter.

2.2 The Services will continue until they are completed, unless the Appointment is terminated early in accordance with these Terms of Business.

### 3. FEES AND EXPENSES

3.1 The first Engagement fee is not payable until the signed MRS Terms of Business and the MRS Fact Find Documentation have been completed, received and evaluated. The fees payable for the Services will be as agreed in writing between the Client and the Consultant. Unless otherwise specified the fee structure of one percent is broken into 3 payments.

Borrowing up to £250,000 .....	£1,500.00
Borrowing between £250,001 and £500,000.....	£2,000,00
Borrowing between £500,001 and £750,000.....	£2,500.00
Borrowing between £750,001 and £1M.....	£3,000.00
Borrowing in excess of £1M Fee to be discussed agreed on a case by case basis.	

Staged Payment of MRS Fees on the Terms stated below:

- 1) £500.00 on commencement of the Consultancy Services being the initial Consultancy fee as stated on section 3.1:
- 2) £750.00 payable on commencement of assisting the Client in collating the required lender supporting documentation and assisting with the completion of Lender Application Forms:





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3) Balance payable on Issue of Formal Offer of Funds by the Lending Institution.

The initial Consultancy fee is non refundable however in the event that a project is unable to proceed for reasons outside the consultant's control, the completion fee may be waived.

3.2 The Consultant will be entitled to interest on overdue accounts at the rate of [4%] above the Base Rate of Lloyds TSB Bank Plc, calculated on a daily basis from the due date until payment is received by the Consultant.

3.3 Fees are quoted exclusive of VAT. If applicable, this will be added to each invoice and payable by the Client.

3.4 Mary Riley Solutions Limited may receive commission fees directly from product providers used during the management & completion of the clients' project.

#### INFORMATION & APPROVAL

4.1 The Client will ensure that the Consultant is provided in good time with all information needed to enable the Consultant to perform the Services and the Consultant will be entitled to rely on that information.

#### 5. STANDARD OF CARE

5.1 The Consultant will exercise reasonable skill, care and diligence in the performance of the Services in accordance with the standards of the Consultant's profession.

5.2 The Consultant will also use reasonable endeavors to adhere to the programs agreed with the Client for the provision of the Services, but will not be responsible for any delay which is due to reasons attributable to the Client or otherwise beyond the Consultant's control.

#### 6. INTELLECTUAL PROPERTY

Copyright in all drawings, reports, documents and computer-generated data prepared by the Consultant will remain the property of the Consultant. Subject to the Client paying all fees and expenses which are due, the Client will have a licence to copy and use those documents and data for any purpose related to the project for which the Services are provided, but not for any other purpose.

#### 7. PERSONNEL

7.1 The Consultant (Mary Riley Solutions Limited) will designate an individual to act as the principal representative of the Consultant in dealings with the Client concerning the Services. The Consultant reserves the right to change that individual but will not do so without good reason and will inform the Client of any such change.



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Telephone 01794 399966 Mobile: 07808 094014  
Registered in Scotland, number: 381203



Mary Riley Solutions Limited (MRS) Funding Procurement: provides Information Guidance and Support and may Sign Post you to a Lending Institution. MRS may act as introducers only. Our services are fee based, and may vary from project to project.



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7.2 The Consultant will provide the Client with details of the professional qualifications and experience of staff engaged on the Services upon request.

## 8. LIABILITY & INSURANCE

8.1 The Consultant will have no other liability to the Client, whether in contract or in tort, for any loss or damage suffered by the Client, whether direct, indirect or consequential.

8.2 The Consultant maintains professional indemnity insurance and will use its reasonable endeavours to maintain such insurance for so long as it has any liability under the Appointment. The Consultant will have no liability to the Client whether in contract or in tort except to the extent that such liability is covered by its professional indemnity insurance and the Consultant shall, in any event, have no liability to the Client for any indirect or consequential loss suffered by the Client including, but not limited to, loss of profits.

## 9. TERMINATION

9.1 The Consultant may terminate the Appointment at any time by giving notice to the Client if the Client commits a material breach of any of the terms agreed between them which is not remedied within 14 days. Failure to pay fees and expenses on the due date will constitute a material breach.

9.2 The Client may terminate the Appointment by notice to the Consultant if the Consultant commits a material breach of any of the terms agreed between them and fails to take steps to remedy the breach within 14 days of notice requiring it to do so from the Client.

9.3 Upon termination the Client will pay the Consultant all fees and expenses due up to the termination date. In the event of wrongful termination by the Client, the Client will in addition pay the Consultant an appropriate amount of compensation for the Consultant's loss of anticipated profit.

9.4 Termination will not prejudice the accrued rights and liabilities of the parties.

## 10. ASSIGNMENT & SUBCONTRACTING

Neither party will assign or subcontract its obligations without the consent of the other. In the event of the Consultant wishing to subcontract any of the Services, the Client will not unreasonably withhold its consent. The Consultant will not be relieved of any of its liabilities to the Client in the event of any subcontracting.



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11. LAW & JURISDICTION

11.1 The agreement between the parties is governed by English/Scottish law.

11.2 Any disputes which cannot be resolved amicably will be resolved by the courts of England and Wales/Scotland

11.3 Each party will give serious consideration to a request by the other that any dispute should be referred to mediation.

**SIGNED AGREEMENT – MARY RILEY SOLUTIONS TERMS OF BUSINESS**

CLIENT SIGNATURE.....

PRINTED NAME.....

DATE .....

CLIENT SIGNATURE.....

PRINTED NAME.....

DATE .....

**FOR MARY RILEY SOLUTIONS LIMITED**

SIGNATURE.....

PRINTED NAME.....

DATE.....



Registered address: 2 The Glebe, Clackmannan, Clackmannanshire, FK10 4JJ  
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