

MEMORANDUM OF AGREEMENT

T1 Company information	
Company name	Department of Health & Social Care
Company address	Social Care Group 3 rd Floor North 39 Victoria Street Westminster SW1H 0EU
Authorised manager name	[REDACTED]
Contact information	E [REDACTED] M [REDACTED] T [REDACTED]
T2 Billing information	
Customer purchase order (if applicable)	To be provided
Payment arrangement	Invoice issued with report. If the Client would like a third party to pay, then the Client is responsible for obtaining that payment directly.
Billing administrator (if different from above)	
Company name to be invoiced (if different from above)	
Company address to be invoiced (if different from above)	

T3 Key terms	
Subject address	N/A
Conflicts of interests	No conflict of interests has been identified
Example report	Previously supplied.
Report name	Bespoke data provision
Report content	<p>2023/24 aggregated elderly care home quoted private fee rate data compiled within 8 data tables provided by DHSC</p> <ul style="list-style-type: none"> • We are in the process of contacting up to 8,600 homes within England to ascertain the minimum and maximum self-funded fee rates quoted by care category. • These fee rates for the 2023/24 dataset are being collected between 1st April 2023 and 30th June 2023. • We are contacting all care homes caring for the elderly frail or older people with dementia. We have excluded all specialist homes and beds. • All enquiries are being collected on a consistent basis using a telephone enquiry, except for 20 operators where information has been sourced directly from their own website and the information is sufficiently detailed to provide the minimum and maximum self-funded fee range. • The averages will be weighted by number of beds in each home. • All data is based upon quoted self-funded rates and no adjustment has been made for top-up charges, continuing healthcare (CHC) or local authority funding. • The data is based upon quoted self-funded rate data and the actual average self funded fee rates and overall average rates will be lower in practice as fees can also vary markedly by service user, room type, funding source and over time. • FNCC is included in all data.
Additional extras	
Purpose	Our reports are for the use of the client only and should not be used for any purpose other than the purpose expressly stated within the report. They are not valuations and must not be used for inter alia, loan security purposes or supporting planning applications.
Desktop/inspections	Desktop
Cost	£8,448 excluding VAT
Timescale	To be issued no later than 25 August 2023
T4 Background information on site	
	<ul style="list-style-type: none"> • N/A

T5 Information required for report

- N/A

T6 Additional comments and conditions

- N/A

This Agreement is dated as per the date signed by the Client on page 7:

PARTIES

(1) **CARTERWOOD LIMITED** incorporated and registered in England and Wales with company number 06235762, whose registered office is at Woodlands Grange, Woodlands Lane, Bradley Stoke, Bristol, BS32 4JY and whose main trading address is at Unit 5, Aztec Centre, Aztec West, Bristol, BS32 4TD (Carterwood or we/us).

(2) **DEPARTMENT OF HEALTH & SOCIAL CARE** incorporated and registered in England and Wales, whose registered office is at Social Care Group, 3rd Floor North, 39 Victoria Street Westminster SW1H 0EU (the Client or you).

1. INTRODUCTION

1.1 These Terms of Business (Terms) set out the terms upon which Carterwood provides its services to Clients. They must be read together with the memorandum of agreement from Carterwood in relation to a specific matter (the "Memorandum of agreement") and any Additional Terms of Business set out on page 6 which collectively shall constitute the "Agreement". The Agreement shall be deemed to be entered into on the earlier of the date on which the Client signs and returns the memorandum of agreement or the date on which Carterwood commences the Services ("Commencement Date"). If there is any conflict between these Terms and the memorandum of agreement, then the latter will take precedence.

2. DEFINITIONS

2.1 In these Terms the following words shall have the following meanings:

- Carterwood means Carterwood Limited whose registered office is at Woodlands Grange, Woodlands Lane, Bradley Stoke, Bristol, BS32 4JY (Registered in England & Wales no: 06235762).
- Client means the party receiving the services as described in the memorandum of agreement, including directly or through a company in its Group and any successors or assignees in title or other interest in the Property.
- Commission means the amount set out in the memorandum of agreement.
- Data Protection Legislation means all legislation applicable in the United Kingdom relating to the use of personal data and all and regulatory requirements in force from time to time, which apply to the same (including, without limitation, the privacy of electronic communications); together with the guidance and codes of practice issued by the relevant data protection or supervisory authority.

- Group Company means a subsidiary or holding company as defined in s.1159 Companies Act 2006.
- Insolvency Event means any step or action in connection with the Client's insolvency, including entering administration, liquidation or any composition or arrangement with its creditors, being wound up or having a receiver appointed or the Client suspending or ceasing or threatening to cease or suspend carrying on all or a substantial part of its business.
- Privacy Policy means the privacy policy of the Carterwood group of companies as published from time to time at <https://www.carterwood.co.uk/our-privacy-policy/> (notices of updates to be given to the Client by email) and which governs the collection, storage and processing of any personal data (as defined by Data Protection Legislation) by Carterwood.
- RICS means the Royal Institution of Chartered Surveyors.
- Services means the services provided by Carterwood as set out or described in the memorandum of agreement or otherwise agreed between Carterwood and the Client in writing.

3. SERVICE

- 3.1 Carterwood shall perform the Services with reasonable skill and care.
- 3.2 Carterwood shall use reasonable endeavours to comply with the Client's timetable including any performance dates specified in the memorandum of agreement, but any such dates shall be estimates only and time for performance by us shall not be of the essence of these Terms.
- 3.3 If Carterwood's performance of its obligations under this Agreement is prevented or delayed by any act or omission by the Client, its agents, subcontractors, consultants or

employees, Carterwood shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

3.4 Carterwood's advice is solely for the Client's benefit and may only be relied on by the Client and only for the purpose of the matter to which it relates or is stated in Carterwood's advice document. The Client may not disclose Carterwood's advice to a third party without Carterwood's written consent unless the Client has a legal duty to do so. Carterwood's advice may not be relied on by any third party without Carterwood's written consent and Carterwood shall not incur any direct liability to any such third party through such reliance. Carterwood's sole liability is to the Client in the event any third party reliance claims.

3.5 The Client should not use or rely upon any report or other work product delivered as part of the Services and the sole basis for the provision of making any decision, or taking or refraining from taking any action – particularly if this has financial or other risk implications for the Client or any third party agreed by Carterwood. The Client should first independently verify any specific matters set out in Carterwood's report or work product which may be material to any such decision or action.

3.6 Carterwood does not provide tax advice. In the event that such advice is required, the Client should appoint appropriate tax advisers.

4. LIMITATION OF LIABILITY

- 4.1 Nothing in this Agreement limits or excludes a party's liability for:
- death or personal injury caused by its negligence;
 - fraud or fraudulent misrepresentation; or
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any

other liability which cannot be limited or excluded by applicable law.

- Subject to the above, Carterwood shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
 - loss of profits;
 - loss of sales or business;
 - loss of agreements or contracts;
 - loss of anticipated savings;
 - loss of or damage to goodwill;
 - loss of use or corruption of software, data or information;
 - special losses; or
 - any indirect or consequential loss
- irrespective of whether such losses may have been foreseeable or not.

4.2 Carterwood's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to £2,000,000 (two million pounds) in relation to any one event or series of connected events. Carterwood's liability shall be limited to making a net contribution by reference to scope / extent and amount solely to the loss or damage directly caused by Carterwood's actionable breach and not by any third party. It shall be the Client's responsibility to ensure that all other contractors, consultants and suppliers who may be engaged in connection with the subject address or project are liable for their wrongful acts and omissions in the performance of their services.

4.3 Carterwood is required to comply with the regulations of the Royal Institution of Chartered Surveyors in respect of the maintenance of professional indemnity insurance. Such insurance shall be with an insurer who is listed for this purpose by the RICS and Carterwood shall, on the written

request of the Client, provide evidence that PI insurance is in existence.

5. DELEGATION

- 5.1 Carterwood may delegate to a third party the provision of the Services, or part of them, but remains liable for what the third party does unless the Client agrees to rely only on the third party's work (and the Client must not unreasonably withhold that agreement). If delegation is at the Client's specific request, Carterwood is not liable for what the third party does or does not do.

6. CLIENT'S LIABILITY TO CARTERWOOD

- 6.1 The Client shall effect and maintain such property and public liability insurance and general third party liability insurance providing coverage for bodily injury and property damage which the Client may cause to Carterwood in the performance of the Services and under which the insurer shall have no right of subrogation against Carterwood, its employees or delegates.
- 6.2 Not including the Client's obligation to pay the Fees or in respect of deliberate breach of this agreement and subject always to clause 4.1 above, the Client's liability to Carterwood, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to £100,000.

7. THIRD PARTY RIGHTS AND CLAIMS

- 7.1 No term of this agreement shall be enforceable by a person who is not a party to it by virtue of Section 1 of the Contracts (Rights of Third Parties) Act 1999.
- 7.2 If either party shall receive notice of any potential or actual claim demand notice or proceeding in relation to the service from any third party it shall inform the other as quickly as may be practicable.

8. LIABILITY OF EMPLOYEES & OTHERS

- 8.1 The duties and responsibilities owed to the Client are solely and exclusively those of Carterwood. No former or current director, or employee of Carterwood nor any persons representing Carterwood shall be personally liable to the Client for any loss or damage howsoever arising as a consequence of their acts or omissions (including negligent acts or omissions) save and to the extent that such loss or damage is caused by the fraud,

dishonesty, wilful misconduct or unauthorised conduct on the part of such person.

- 8.2 This term is intended to be enforceable by and for the benefit of the former and current directors and employees of Carterwood or persons representing Carterwood in accordance with RICS requirements.

9. PROVISION OF SERVICE REGULATIONS 2009

- 9.1 We comply with the above regulations by displaying the required details of our Professional Indemnity Insurance in our office.

10. COMPLAINTS

- 10.1 If at any time the Client would like to discuss with Carterwood how its service could be improved, or if the Client is dissatisfied with the Service received and this cannot be resolved by the member of staff dealing with the relevant matter, please contact Alex Taylor, Director, or if the complaint relates to Mr Taylor, to Tom Hartley, Managing Director at Carterwood, Aztec Centre, Aztec West, Bristol, BS32 4TD. Carterwood undertakes to look into any complaint carefully and promptly and to do all it can to explain the position to you. If we have given you less than a satisfactory service Carterwood undertakes to do everything reasonably possible to put it right.

- 10.2 A copy of our Complaints Handling Procedure ("CHP") as required by RICS is available on request.

- 10.3 If we are unable to deal with any complaint to your satisfaction, this will be referred to an independent redress scheme, details of which can be found in the CHP.

11. INFORMATION PROVIDED BY YOU

- 11.1 You will provide Carterwood with all necessary documentation and information required in order to enable Carterwood to provide the Services. You confirm that the information so provided is complete and accurate and acknowledge that Carterwood may rely upon it. It shall not be Carterwood's responsibility to check or verify any information provided by you unless expressly stated so in the description of the Services.

12. INFORMATION PROVIDED BY OTHERS

- 12.1 The Client agrees that Carterwood may accept as accurate in all material respects all information supplied to Carterwood by the

Client's professional advisers, local authorities, other statutory bodies, investigation agencies and other sources, unless otherwise specified and it shall be reasonable for Carterwood to rely on the same in performance of the Services. Carterwood shall not be liable for any losses suffered by the Client where it has relied on such information. It shall not be Carterwood's responsibility to check or verify any information provided by third parties.

13. ELECTRONIC COMMUNICATION

- 13.1 Internet communications are capable of data corruption and therefore Carterwood do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it.

- 13.2 Carterwood do not accept responsibility for any errors or problems that may arise through the use of Internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

- 13.3 It is the responsibility of the Client to carry out a virus check on any attachments received from Carterwood.

14. DATA PROTECTION

- 14.1 The Privacy Policy is incorporated into this agreement. Carterwood advises the Client to read this and in entering into this agreement assumes in good faith that the Client has done so.

- 14.2 Carterwood shall comply with its Privacy Policy relating to the privacy and security of any personal information that is collected, stored or processed by Carterwood in the provision of the Services and for related purposes including updating and enhancing Client records, analysis to help Carterwood manage its practice, statutory returns and legal and regulatory compliance and for related purposes. This obligation is in addition to, and does not relieve, remove or replace, Carterwood's obligations or rights under the Data Protection Legislation.

- 14.3 Carterwood's use of all personal information is subject always to the Client's instructions and its duty of confidentiality to the Client.

- 14.4 If Carterwood processes any personal data on the Client's behalf when performing its obligations under this agreement, the Client is the controller and Carterwood is the processor for the purposes of the Data Protection Legislation.

- 14.5 Carterwood shall:

- assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify the Client without undue delay on becoming aware of a personal data breach;
- at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless Carterwood is required by applicable law to store the personal data; and
- maintain complete and accurate records and information to demonstrate its compliance with this clause 14.

- 14.6 Carterwood is committed to respecting Client privacy and the personal data which it holds about Clients. Personal data contained on Carterwood's database will not be passed to anyone else for marketing purposes.

- 14.7 Carterwood may, at any time, on not less than 30 days' notice, revise this clause 14 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

15. OTHER SERVICES

- 15.1 Any additional advice required of Carterwood by the Client, not directly concerning the scope of Services under this agreed service will be subject to a separate fee to be agreed between the parties.

- 15.2 Carterwood has neither obligation to provide nor liability for:

- advice, or failure to advise, on the condition of a property;
- the security or management of a property;
- the safety of those visiting a property.

15.3 The Client should seek tax advice from their accountant in relation to the service. Carterwood does not provide tax advice.

16. FINANCIAL SERVICES AND MARKETS ACT 2000

16.1 Carterwood is not permitted to carry out any activity regulated by the Financial Services and Markets Act 2000 including the insurance of property, except through an authorised person and in accordance with a separate agreement.

17. PAYMENT

17.1 In consideration of the provision of the Services by Carterwood, the Client shall pay the Commission and any other charges ("Fees") as set out in the memorandum of agreement.

17.2 All Fees quoted shall be exclusive of VAT, which Carterwood shall add to its invoices at the appropriate rate.

17.3 The Client shall pay each invoice submitted by Carterwood, in full and in cleared funds, by the date(s) set out in the memorandum of agreement or, if no such date(s) is / are so stated, within 14 days of receipt of Carterwood's invoice(s) to the bank account stated on Carterwood's invoice or as may be nominated in writing by Carterwood.

17.4 Without prejudice to any other right or remedy that it may have, if the Client fails to pay an invoice in full within 14 days of receipt:

- Carterwood may charge interest on the balance at 4% per annum above HSBC Bank Plc base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Client shall pay the interest together with the overdue amount; and
- Carterwood may suspend all Services until payment has been made in full.

18. OVERDUE AMOUNTS

18.1 Where the fees and expenses payable for the service are not specified in writing Carterwood is entitled to:

- the fee specified by the RICS or other applicable professional body or, if none is specified, to a fair and reasonable fee by reference to time spent;

- reimbursement of expenses properly incurred on the Client's behalf.

18.2 Where the service is not performed in full Carterwood is entitled to a reasonable fee proportionate to the service provided as estimated by Carterwood.

19. CLIENT'S OBLIGATIONS

19.1 The Client shall co-operate and ensure that its employees, agents, consultants or other third party representatives co-operate with Carterwood in all matters relating to the Services.

19.2 The Client shall promptly provide such instructions, documentation and other information as Carterwood may reasonably require to perform the Services and ensure that it is true, complete, accurate and not misleading in all material respects.

19.3 The Client shall place no reliance on any draft reports or interim advice (oral or written) provided by Carterwood as these may vary significantly from any final advice or report.

20. SUSPENSION AND TERMINATION

20.1 Carterwood may suspend or terminate this Agreement at any time by giving the Client 14 days' written notice.

20.2 Without affecting any other right or remedy available to it, Carterwood may suspend or, at its discretion, terminate this agreement with immediate effect by giving written notice to the Client if the Client:

- fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- repeatedly breaches any of the terms of this Agreement 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 the terms of this Agreement;

20.3 initiates or suffers an Insolvency Event.

21. CONSEQUENCES OF TERMINATION

21.1 On termination or expiry of this Agreement:

- the Client shall immediately pay to Carterwood all of Carterwood's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Carterwood may submit an invoice, which shall be payable immediately on receipt.

21.2 the following clauses shall continue in force:

- Confidentiality,
- Limitation of liability,
- Consequences of Termination,
- Notices,
- Complaints,
- Jurisdiction and Law.

21.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement that existed at or before the date of termination or expiry.

22. ASSIGNMENT AND SUBCONTRACTING

22.1 This Agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

22.2 Carterwood may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that Carterwood gives prior written notice of such dealing to the Client.

22.3 Carterwood may freely subcontract performance of all or part of the Services to any of its Group Companies.

23. JURISDICTION AND LAW

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

23.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this

Agreement or its subject matter or formation (including non-contractual disputes or claims).

24. OTHER LEGAL ISSUES

24.1 Any interpretation of leases and other legal documents and legal assumptions is given in our capacity as property consultants and is not intended to be legal advice. The Client is responsible for ensuring that any such matters are verified by a suitably qualified lawyer if they are to be relied upon. The Client agrees to hold Carterwood harmless for any loss or damage incurred if the Client has failed to comply with the provisions of this clause.

25. CONFIDENTIAL MATERIAL

25.1 Each party must keep confidential all information that is confidential in nature concerning the other party including, without limitation, any details of its business, affairs, customers, suppliers, plans or strategy (Confidential Information).

25.2 The provisions of this clause shall not apply to any Confidential Information that: (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives (as defined below) in breach of this clause); (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or (d) the parties agree in writing is not confidential or may be disclosed.

25.3 A party shall not use or disclose the other party's Confidential Information to any person, except that:

- a party may use the Confidential Information to the extent reasonably required to perform any obligations under the Agreement;
- a party may disclose any Confidential Information to any of its employees, officers, consultants, representatives or advisers (Representatives) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under the Agreement;

- Carterwood may disclose the Client's Confidential Information to any Representative of the Client where requested to do so by the Client;
- a party may disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority or any other authority of competent authority.

25.4 The parties' confidentiality obligations under this Agreement shall apply during the term of this Agreement following which each party shall, at the request of the other party return or destroy the other party's Confidential Information, save that each party may, to comply with legal, regulatory or professional requirements, confidentially retain a copy of any documents which may contain Confidential Information.

26. CONFLICT

26.1 If Carterwood becomes aware of a conflict of interests it is to advise its Client promptly and recommend an appropriate course of action.

27. INTELLECTUAL PROPERTY

27.1 As between the Client and Carterwood, the ownership of all intellectual property rights and all other rights in all documents, work products and materials developed by Carterwood or Group Companies and their respective agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, databases, data, results of research, reports and specifications (including drafts) shall be retained by Carterwood. Subject to the Client paying the Fees for the Services in accordance with this Agreement, Carterwood grants a license of all such rights to the Client on a royalty-free, non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Services. If Carterwood suspends or terminates this agreement under section 20 above on such suspension or termination this licence will automatically be suspended or terminate (as the context requires). No third party has any right to make any use of any Carterwood's intellectual property without the prior written consent of Carterwood. Carterwood and its Group Companies may freely exploit such intellectual property rights subject to the obligations of confidentiality and avoidance of conflict of interests under this Agreement.

28. WAIVER & SEVERANCE

- 28.1 If any provision of this contract is held to be invalid, illegal or unenforceable (in whole or in part) it will to that extent be deemed not to form part of this contract and the remainder of this contract will continue in full force and effect.
- 28.2 Failure to enforce any of these Terms is not a waiver of any right to subsequently enforce that or any other term of the Agreement.

29. NOTICE

- 29.1 A notice is valid if in writing addressed to the address set out in this Agreement (or changed address as subsequently notified) and is to be treated as served:
- when delivered, if delivered by hand (if that is within normal business hours) otherwise when business hours next commence.
 - two business days after posting, if posted by recorded delivery
 - when actually received, if sent by ordinary mail or email.
- 29.2 Notices by email are only deemed received when expressly acknowledged by the recipient, not including by any automatically or system generated receipt note or response. The acknowledgement need not contain any response to the matter raised in the notice. Allowance of the service of notices by email is for mutual convenience and modern business practice and neither Carterwood nor the Client shall subvert that purpose by withholding or delaying the sending of a receipt. Emailed notices shall be delivered by hand or posted if not acknowledged within 24 (twenty four) hours of being sent.

29.3 Notice may not be given by fax.

30. SERVICES TO OTHERS

- 30.1 Subject to there being no conflicts of interests, Carterwood may offer a range of services to prospective purchasers and tenants, subtenants, assignees and landlords. Similarly, the services may be offered to them by another organisation in circumstances where Carterwood may financially benefit.

31. THE BRIBERY ACT 2010

- 31.1 It is Carterwood's policy to conduct all of its business in an honest and ethical manner. Carterwood take a zero-tolerance approach to bribery and corruption. A copy of Carterwood's

anti-corruption and bribery policy is available on request.

- 31.2 The Client must immediately notify Carterwood in writing if it becomes aware of any person (employee, agent, intermediary, contractor, private individual, commercial organisation or public official) connected with the Services that has breached or committed an offence under the Bribery Act 2010.

32. WHOLE AGREEMENT

- 32.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 32.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 32.3 Nothing in this clause shall limit or exclude any liability for fraud.

Last updated September 2021.

1. INFORMATION REQUEST

- 1.1 Please note that in order to meet the report deadline, the information requested in T5 above should be provided within 48 hours; otherwise report deadline is subject to change.

2. DATA COLLECTION AND STORAGE

- 2.1 We seek to consistently improve our data quality and our reporting to benefit our Clients. Therefore, data collected from care homes and older people's housing schemes from inspections, telephone fee enquiries and other necessary research methods as part of instructions undertaken on your behalf will be stored in our data warehouse. The data collected and stored will include care home fee rates, en-suite and wetroom provision and retirement village apartment pricing. This data may be utilised in future for a variety of purposes, including within existing or future online platforms and for marketing purposes. Data provided to us on a confidential basis by the Client will be kept entirely confidential for the purposes of undertaking our agreed instructions.

3. CONSENT TO PUBLICATION

- 3.1 The prior consent in writing will be required of Carterwood Ltd for any reproduction or public reference to the report.

4. EXCEPTIONAL CIRCUMSTANCES

- 4.1 The trading environment of the care sector in the UK, which impacts upon market conditions, remains in a volatile state. Contributing factors include some ongoing uncertainty around the post-Brexit trading conditions, operating with the legacy and future risks of COVID-19 and the effect of the

conflict in Ukraine and the resulting inflationary pressures. Our reports are prepared using high quality data and expert analysis from our experienced team. Any recommendations made are based upon the market and financial climate as at the date of the report, but do not take into account future economic or market fluctuations caused by the events outlined above or other unforeseen events. With this in mind, it may be prudent to review a commissioned report periodically in light of any significant developments that may affect the care sector.

5. INSPECTIONS AND COVID-19

- 5.1 For instructions that involve an internal inspection of premises, clients are to make Carterwood aware in advance of the procedures that relate to visits and the prevalence rate of COVID-19 within the premises. Carterwood reserves the right not to inspect premises internally if we consider the risk to our representatives to be unacceptable; in such a case, our advice will be prepared on an external inspection basis.
- 5.2 Should the government introduce movement restrictions, our advice will be prepared on a desktop basis.
- 5.3 Should Carterwood's representatives contract COVID-19, either on an individual or multiple basis, this will affect our ability to meet the inspection element (internal and external) of our instruction. Should such a situation arise, we will contact you to discuss how the instruction is to be performed.
- 5.4 Any Carterwood representatives internally inspecting premises will be able to

demonstrate, if requested, evidence of the COVID-19 vaccinations that they have received, together with the registered negative result of a recent lateral flow test.

6. CONFLICTS OF INTERESTS

- 6.1 Prior to issuing terms of engagement, we will perform a conflicts of interests check on the subject site(s)/ property(ies). If a conflict is identified, we will seek a release from our previous Client and record the release in writing to evidence that we are free to act on your behalf to undertake the work set out in these terms of engagement. If we are not able to secure release from a conflict, we will advise the Client and will not issue terms of engagement.
- 6.2 We of course hope that the proposed project progresses. However, if we are approached by a third party within 12 months of the date of our report, we will contact you to seek a release to act for the other party. After this period, unless we are advised by you in writing to the contrary, we will assume that we are able to act for another party.

7. ADDITIONAL ADVICE

- 7.1 Any subsequent follow-up meetings, telephone calls or additional advice required outside the scope and remit of this proposal will be billed on a time charge basis, in accordance with the hourly rates set out below, with VAT and expenses in addition.
- Director – £355
 - Associate director/Principal analyst – £255
 - Surveyor/Senior analyst – £215
 - Analyst – £180

- Graduate analyst – £115

8. ANNUAL FEE REVIEW

- 8.1 On the 1 January each year, the fees for our reports and our hourly rates will automatically increase by 2.5%.

9. AMENDMENTS TO THE REPORT

- 9.1 Amendments and revisions outside the instructed terms to the report will be subject to an additional charge, either on a time charge basis (based upon our hourly charge rates in 6.1) or subject to a separate fee agreement, based upon the scope and nature of work undertaken. This is to be agreed between both parties prior to the commencement of work. This will also include any amendments required after issue of the report, excluding typographical amendments.

10. ISSUE OF REPORT

- 10.1 Our report will be issued as a soft copy via e-mail. A hard copy will be provided upon request.

11. EXPENSES AND VAT

- 11.1 Where advice requires a site visit/inspection, travel expenses and costs will be applicable. Planning searches, if applicable, are included in the price. All other expenses will be charged at cost.
- 11.2 Additional hard copies of the report will be charged at £30 per copy plus VAT.
- 11.3 In all circumstances and where applicable, fees and services are subject to Value Added Tax (VAT) at the prevailing rate.

This agreement has been entered into on the date signed by the Client below.

Signature

Date: 03 July 2023

For and on behalf of: **Carterwood Limited**

Name:

Managing director

Signature

Date: 03/07/2023

For and on behalf of: **Department of Health & Social Care**

Name: **Victoria Cockcroft**

A director or authorised signatory

Why Carterwood?

Core focus

Revolutionise and challenge the norm

Our values

- Do it right
- Do it fast

What makes us unique?

- Data quality
- Innovation
- Sector specialism



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How we do business

1. Listen and advise

- Let's talk about your requirements and discuss our market analysis services for the social care sector. We can run through this on the phone, on a video call, or in person. Whatever works for you.
- We are committed to providing the most cost-effective, quickest solution, either via our advisory services or via our digital platform Carterwood Analytics.
- Once we've agreed the best solution, we'll provide you with a written proposal including costs, timescales and a dedicated point of contact. We guarantee prompt, clear communication at every step.

2. Deliver market-leading solutions

- As sector specialists with market-leading data quality and a commitment to innovation, we'll deliver solutions that improve your decision-making.
- We'll deliver our advisory services on time, within budget (based upon the initial brief) and with no hidden extra fees. We'll then follow-up with you to establish if we have met the brief and arrange a time for a call, if required, to discuss any queries you might have.
- If you subscribe to Carterwood Analytics, we'll get you set up within 24 hours and then provide support as needed during office hours.

3. Build long-lasting relationships

- We don't expect every communication with a client to lead to an instruction. We're looking to build long-term relationships.
- Let's stay in touch, whether it's just to share what we're hearing through the social care grapevine, to discuss longer term strategic plans for your business or just to catch up on market sentiment.
- We regularly produce innovative research that analyses market trends and provides future predictions for social care. We'll be glad to share these with you.