

UKLAND and FARMS.co.uk

THIS AGREEMENT is dated the 13 day of JUNE 2024

PARTIES

(1) **The Agricultural Mortgage Corporation PLC** whose registered office is at Keens House, Anton Mill Road, Andover, Hampshire SP10 2NQ (“AMC”); and

(2) **The Agent** whose name and address is set out in Schedule 1 (“the Agent”)

BACKGROUND

The Agent wishes its property advertising material to be placed on AMC’s website and AMC has agreed to provide services in connection therewith subject to the following terms and conditions.

AGREED TERMS

1. INTERPRETATION

1.1. In this Agreement:

“the Advertising Material” means the advertising material in respect of Property supplied by the Agent for transmission by the internet from the Website;

“Property” means any land situated in the United Kingdom of Great Britain and Northern Ireland comprising 3 (three) or more acres (whether or not any buildings are on the land);

“the Website” means AMC’s website at www.uklandandfarms.co.uk;

“the Services” means the transmission by AMC of the Advertising Material from the Website in accordance with this Agreement.

1.2. The Schedules forms part of this Agreement.

1.3. A reference to writing or written includes faxes but not e-mail.

2. COMMENCEMENT AND DURATION

2.1. Subject to earlier termination in accordance with Clause 9 below this Agreement will continue in full force and effect unless and until terminated by at least 7 days’ notice in writing given by either party to the other to expire no earlier than 6 (six) months after the date first before written.

3. METHOD OF UPLOADING

3.1. The Agent shall upload the Advertising Material to the Website by the method(s) indicated in Schedule 2.

4. AGENT’S OBLIGATIONS

4.1. The Agent agrees to pay the relevant charges specified in Schedule 2 in advance.

4.2. The Agent shall ensure that the Advertising Material is accurate and will check the accuracy of the Advertising material when appearing on the Website. AMC reserves the right to remove any of the advertising Material from the Website which AMC in its absolute discretion considers to be objectionable. If the Agent should identify any material which is on the Website which infringes the Agent’s rights or the rights of any third party or which the Agent considers should be removed, the Agent shall promptly notify AMC.

- 4.3. The Agent shall ensure that it has the right to use all logos, electronic storage media, text information and all photographic materials delivered to AMC under this Agreement and shall indemnify AMC against all claims by third parties in respect of the infringement or allegation of infringement by the Advertising Material of any third party proprietary rights and all costs, damages and expenses (including legal costs and expenses) arising directly or indirectly from the transmission by AMC of the Advertising Material on the Website.
- 4.4. The Agent shall ensure that the Advertising Material complies with the requirements of all relevant legislation in force from time to time and that it complies with the British Code of Advertising practice (12th edition).
- 4.5. The Agent shall comply with all relevant data protection legislation in relation to the data supplied to AMC.
- 4.6. The Agent shall ensure that an indication is placed on the Website to the effect that a particular Property is “under offer” or “sold” and the Agent shall ensure that all Advertising Material in respect of each property is withdrawn from the Website no later than 3 (three) months after the date of the completion of the sale thereof or the date of expiry or termination of this Agreement whichever date shall first occur.
- 4.7. The Agent shall keep confidential and shall not disclose the amount of any fee referred to in Schedule 2 and which may be agreed between the parties to apply to this Agreement to any third party other than to employees of the Agent who need to know the same in connection with the performance of this Agreement and then only on the basis that the employees concerned are bound by the same undertaking for confidentiality.
- 4.8. The Agent shall comply with all reasonable instructions which may be notified by AMC to the Agent from time to time in relation to the supply and receipt of the Services hereunder.

5. THE SERVICES

- 5.1. AMC will use reasonable efforts to provide 24 hour access to the Website but does not warrant that the Services will be continuous and uninterrupted. The Agent acknowledges that the Services may be suspended as a result of maintenance of the Website or system failures or otherwise.

6. ADDITIONAL SERVICES

- 6.1. If AMC is requested to provide any services in addition to the Services or if AMC should agree to make any change to the Services AMC may amend the charges by notice in writing to the Agent.

7. DATA PROTECTION

- 7.1. The Agent acknowledges and agrees that details of the Agent's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of AMC.

8. LIABILITY

- 8.1. This Clause 8 sets out the entire financial liability of AMC (including any liability for acts or omissions, agents and subcontractors) to the Agent in respect of any breach of this Agreement, use made by the Agent of the Services and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 8.2. All warranties, conditions and other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 8.3. Nothing in this Agreement limits or excludes the liability of AMC for death or personal injury caused by its negligence or for any damage or liability incurred by the Agent as a result of fraud or fraudulent misrepresentation by AMC.
- 8.4. AMC will not be liable, whether in tort (including negligence), breach of contract or otherwise for loss of profits, loss of business, depletion of goodwill or similar loss or loss of anticipated savings, loss of or corruption of data or information or any special, indirect, consequential or pure economic loss, costs damages or expenses.
- 8.5. Subject to the foregoing provisions of this Clause 8 AMC's total liability in contract, tort (including negligence) arising in connection with the performance or contemplated performance of this Agreement in any period of 12 months (or such lesser period as this Agreement has been in force) up to the date when the liability was incurred shall not exceed the aggregate of the charges for the Services paid by the Agent in respect of that period or £500 whichever shall be the greater.

9. TERMINATION

- 9.1. Either party shall have the right at any time to terminate this Agreement immediately by notice in writing if:
- 9.1.1. the other commits a material breach of any of the terms of this Agreement and (if such breach is capable of remedy) fails to remedy the breach within 30 days of that party being notified in writing of the breach; or
 - 9.1.2. an order is made or a resolution is passed for the winding-up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
 - 9.1.3. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualified charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - 9.1.4. a receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets or
 - 9.1.5. the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 9.1.6. the other party ceases, or threatens to cease to trade; or
 - 9.1.7. the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 9.2. On expiry or earlier termination of this Agreement for any reason:
- 9.2.1. the Agent shall not be entitled to receipt of the Services and shall forthwith remove, or cause to be removed, all Advertising Material from the Website;
 - 9.2.2. the accrued rights of the parties as at the date of termination or the continuation after termination of any provision that is intended to apply after termination shall not be affected or prejudiced.

10. FORCE MAJEURE

- 10.1. AMC shall have no liability to the Agent under this Agreement if it is prevented from or delaying in performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation, strikes, lock-outs, or other industrial disputes (whether or not involving the workforce of AMC), failure of any utility service or transport network, act of God, war, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors provided that AMC will as soon as practicable notify the Agent of such an event and its expected duration.

11. PRE-CONTRACTUAL STATEMENTS

- 11.1. Each of the parties acknowledges and agrees that, in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether or not in writing) of any person (whether or not party to these terms and conditions) other than as expressly set out in this Agreement.

12. VARIATION

- 12.1. No variation of this Agreement shall be valid unless it is in writing and signed by and on behalf of each of the parties.

13. WAIVER

- 13.1. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

14. SEVERANCE

- 14.1. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

15. ASSIGNMENT

- 15.1. The Agent shall not, without the prior consent of AMC, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 15.2. AMC may at any time assign, transfer, charge, sub-contract or deal in any other manner with any of its rights and obligations under this Agreement.

16. NO PARTNERSHIP OR AGENCY

- 16.1. Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as the agent of the other, and neither party shall have authority to act in the name of or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

17. RIGHTS OF THIRD PARTIES

- 17.1. This Agreement is made for the benefit of the parties hereto and (where applicable) their successors and permitted assigns and is not intended to benefit or be enforceable by anyone else.

18. NOTICES

- 18.1. Notices given under this Agreement shall be in writing, sent for the attention of the relevant contact person at the address and fax number referred to in Schedule 1 or to such other person at such other address or fax number as shall be notified by the relevant party to the other and shall be delivered personally or sent by fax or pre-paid, first class post. A notice will be deemed to have been delivered, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post 72 hours from the date of posting and, if deemed receipt under this Clause 18 is not within business hours (meaning 9.00 am to 5.00 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.
- 18.2. The contact details referred to in Clause 18.1 for AMC will be Neil Trussler whose email address is n.trussler@amcplc.com and telephone number 01264 386309.

19. GOVERNING LAW AND JURISDICTION

- 19.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed, construed and take effect in all respects in accordance with the laws of England.
- 19.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claim or dispute that arises out of or in connection with this Agreement.

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

	<i>Please complete :</i>
Trading Name	Edwin Thompson
Business Name	" "
Company Registration No (if applicable)	074 28207
Registered Office or Principal Place of Business (if unincorporated)	FIFTEEN ROSEHILL MONTGOMERY WAY CARLISLE CUMBRIA CA1 2LW
Principal Contact	Lauren Strand
Contact email	l.strand@edwin-thompson.co.uk
Contact telephone number	01228 548385

SCHEDULE 2

Description	Delivery Method	Frequency	Price
Direct input	Agent logs into Agent's area of the Website to add/amend Property data and add/delete images	When required	£100.00 + VAT to post the property known as: [Moordyne Farm.....], until it is sold

Signed for and on behalf of AMC
by:

Signature:.....

Name:.....

Title:.....

Signed for and on behalf of the Agent
by:

Signature: *LJ Strand*.....

Name: *LAUREN STRAND*.....

Title: *MES*.....