

**2005
REGISTRATION
FORM**



RATING APPEALS

ADDRESS OF PROPERTY (full postal address from rates demands) <i>If more than one property please provide full details for each on a separate page.</i>	Building/No : Street : Town/City : Post Code : Telephone No :		
NUMBER OF PROPERTIES INCLUDED IN THIS INSTRUCTION			
BILLING AUTHORITY		RATEABLE VALUE	£
ADDRESS FOR CORRESPONDENCE (if different from above)	Building/No : Street : Town/City : Post Code : Telephone :		
INSTRUCTION I/We hereby instruct Bissett Kenning & Newiss (BKN) to undertake appeals on my/our behalf against the 2005 Rating List entries for the above property, up to and including attendance at Valuation Tribunal. I/We also authorise Bissett Kenning & Newiss to liaise with the Valuation Office and Billing Authority (Local Council) on my/our behalf with regard to all matters arising from the appeals, or calculations of rates liability during the period covered by the Rating List.			
FEES			
2005 Rating List Appeals	25% of the reduction in the Rateable Value, plus VAT, however achieved.		
Additional Fees	35% of the first year's additional savings due to any subsequent appeals, or other work undertaken resulting in additional savings which are not directly related to the reduction in the Rateable Value, plus VAT.		
Further Terms and Conditions continued overleaf.			

I/We confirm agreement to the Terms and Conditions and that I/we have been provided with a copy of the explanatory Appendix from the RICS Code of Practices.

Signature Print Name

Position Date

For and on behalf of.....

UNDERTAKINGS

BKN undertake to:-

- 1 Carry out all necessary inspections in accordance with the RICS guidance in force at the appropriate time;
- 2 Negotiate with the Valuation Officer and agree the Rateable Value, having regard to the best interests of the Client in reducing rates liability;
- 3 In the unlikely event that agreement cannot be reached, we will attend Valuation Tribunal and present a case for reduction. We reserve the right to charge an additional fee for production of reports and attendance, however, no additional fees will be incurred without the prior agreement of the client;
- 4 Provide accurate reports of the outcome of the Appeals and the effects on rates liability, and advise on any further action which may be required; and
- 5 Comply with the RICS Rating Consultancy Code of Practice, a copy of which will be provided upon request.

The Client undertakes to:-

- 6 Provide any necessary information or documents reasonably requested by BKN to carry out the instructions, including copies of: rates demands; any correspondence received from the Valuation Officer; any leases on the property and, in the case of leisure and licensed properties, copies of audited accounts;
- 7 Inform BKN of any changes to the property, or locality, during the course of these instructions; and
- 8 Inform BKN of any contact with the Valuation Officer or Billing Authority.

TERMINATION

- 9 The termination of BKN's appointment shall not affect any rights accrued by either party prior to that date;
- 10 Either party may terminate BKN's appointment immediately by giving written notice if the other party:-
 - a has a Receiver, Administrative Receiver or Administrator appointed overall or any part of its assets or undertaking;
 - b passes a resolution to wind up or has a Liquidator appointed; and
 - c ceases or threatens to cease trading.
- 11 BKN shall be entitled to terminate its appointment by the Client in the event that the Client:-
 - a fails to pay any sum due to BKN; and
 - b in the reasonable opinion of BKN refuses or neglects to provide the co-operation necessary for BKN to carry out its instructions or the conduct of the Client otherwise renders the performance of BKN's instructions impracticable.

CHARGES

- 12 In the event of BKN's instructions being terminated by either party for any reason, BKN shall be entitled to charge a fee on one of the following bases, at BKN's discretion:-
 - a time spent at BKN's standard hourly rates from time to time (not less than two hours), or
 - b a fair and reasonable proportion of the fee to which BKN would have been entitled if the matter had been successfully completed on the terms agreed between BKN and the Client prior to such termination.

PAYMENT

- 13 BKN will invoice the Client for fees due when the rating appeal has been concluded.
- 14 Invoices are due for payment upon presentation. BKN shall be entitled to charge the Client interest (both before and after any judgement) on any unpaid invoice at a rate of 4% per annum over the base rate for the time being of Royal Bank of Scotland from the date which is fourteen days after the date of invoice until payment is made.

DOCUMENTS

- 15 The copyright of all reports, forecasts, drawings, accounts and other documents originated by BKN in relation to its instructions remains the property of BKN.