

Non Exclusive Agreement between:

Aureus UK Limited, trading as Aureus Property Services, of N & P House, 8 Derry's Cross, Plymouth, Devon PL1 2SN (**the Company**) AND

of _____ (**the Inspector**).

Dated:

The Company and the Inspector agree to work together and with other Inspectors in a non-exclusive arrangement which respects the independence of each party in the production of components of the Home Information Packs which are legally required documents with effect 1st August 2007 prior to the marketing of residential properties.

The Company undertakes the following responsibilities:

1. To develop routes to market on behalf of the Inspectors.
2. To develop and implement HCR and EPC instruction systems that take account of the Inspectors' preferred working areas, capabilities and capacities and that use a transparent, even-handed work distribution methodology.
3. To negotiate with various organizations including but not limited to solicitors, estate agents, developers, HIP providers and groupings of some or all of these in obtaining discounts in costs in the Inspectors dealings with these bodies.
4. To manage the instruction distribution system in a cost-effective manner.
5. To use its best endeavours to secure the greatest financial return possible for the Inspectors in a fairly distributed manner.
6. To arrange and maintain adequate Professional Indemnity Insurance cover so that all assignments undertaken under this agreement remain covered (with the exception of any excesses identified within the policy) even after the retirement (or death) of the Inspector or if he chooses to discontinue this agreement.
7. To pay the Inspector, the agreed remuneration, following receipt of cleared funds, on a bi-weekly basis for all funds received in the previous two weeks. Payments to be made by BACS, to the Inspector's nominated account on the first working day of each month and the first working day after (and including) the fifteenth of each month.
8. To store all relevant inspection documents on behalf of the Inspector for an indefinite period of at least 15 years from date of inspection. To make these documents available to the Inspector at any time, with adequate notice.

The Inspector undertakes the following responsibilities:

1. To keep the Company informed as to his availability to carry out assignments by checking and updating his on-line diary, as necessary, at least daily.
2. To keep the Company informed of any changes in his qualification to perform the assignments e.g. should he obtain additional accreditation.

3. Immediately to inform the Company should his accreditation or right to carry out such assignments be withdrawn.
4. To accept all assignments offered by the Company in the absence of having notified the Company of non-availability. In the event of receiving an assignment which conflicts with an assignment from another source, to inform the Company at the earliest opportunity and at least within 8 working hours so as to permit the Company to re-assign the work as quickly as possible.
5. To be ready to accept instructions from the Company via SMS and e-mail and to use the Company's web-site for the acceptance of instructions and confirmation of such acceptance.
6. To respond positively to assignments and to carry out such assignments in a professional manner, reflecting positively on the Inspector and on the Company.
7. To accept the Company's proposed unified pricing scheme.
8. To provide the Company with adequate personal information so as to allow the company to confirm the Inspector's identity and status and to ensure that the Company is able to remit payments to the Inspector's current account.
9. To accept liability for, and meet the costs of, excesses on any claims against him.
10. To the fullest extent permitted by law, indemnify and hold harmless the Company and its agents and employees from and against all claims, damages, losses and expenses, arising in any way out of or resulting from the performance of the work specified in this agreement. Said damages or loss shall include without limitation, legal fees and costs incurred by the Company in defending itself against any of said claims. If any claims are made against the Company or any of its agents or employees by the Inspector, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Inspector.
11. To cooperate fully in any investigation required as a result of the Company receiving a complaint.

Accepted this day by:

Signed: _____

Signed: _____

Name: _____

Name: _____

For and on behalf of the Company

Inspector

Date: _____

Date: _____