## This ESCROW AGREEMENT is r

## BETWEEN THE FOLLOWING PA

- (1) <<Insert full name of seller <<England and Wales>> u registered office is at <<Ad</p>
- (2) <<Insert full name of buyer registered in <<England ar whose registered office is a
- (3) <<Insert full name of escro [<<Name of Company>> a registration number << Reg (hereinafter referred to as '

## WHEREAS:

- A. The Seller and the Buyer this Escrow Agreement
- B. The Sale Agreement state have no obligations or lial escrow agent on or within Agreement enter into this E
- C. The Buyer and the Seller agent and the Escrow Age Agreement
- The Sale Agreement did no each party to this Escrow obligations under it in cons
- E. [A copy of the [signed] S Agreement]
- F. [The Buyer is a "Consul Consumer Rights Act 2015

## 1. Definitions

In this Escrow Agreement:

- 1.1 "Buyer's Claim" me
  of this Escrow Agre
  may also have un
  legislation) that the
  Buyer within the tim
  them for delivery to
  did not accept deliv
- 1.2 "Escrow Account" Financial Services

er>>] **OR** [a company registered in << Reg number >> whose >>] ("the Seller"); and

ss of buyer>>] **OR** [a company ation number << Reg number >> d office>>] ("the Buyer"); and

Ill address of escrow agent>>] OR <England and Wales>> under tered office is at <<Address>>

reement on or before the date of

ect and that the Seller and Buyer or it unless and until they and an >> days after the date of the Sale

the Escrow Agent as their escrow appointment set out in this Escrow

or the Buyer to enter into this but ses to do so and to undertake its arty also doing so

ed as a Schedule to this Escrow

g of that expression under the

the Buyer pursuant to a provision er to any such claim as the Buyer hts Act 2015 or other consumer nder the Goods for delivery to the n the Sale Agreement or tendered, and that in either case the Buyer

alifying for protection under the at the Escrow Bank in the name of the Escrow Agent;

- 1.3 "Escrow Bank" me Escrow Agent;
- 1.4 "Escrow Sum" mea
- 1.5 "Fee" means the fe agreeing to underta
- 1.6 "Goods" means <<I
- 1.7 "Price" means the s
- 1.8 "Sale Agreement" r
  Buyer [signed [by]
  agreed to sell and
  Buyer agreed to pa
  such escrow agre
  agent;
- "Seller's Claim" m delivery of the Goo Sale Agreement, b Goods.

## 2. Details of Escrow Account

Within <<insert number of is signed by the parties to writing of the details of the branch, the sort code of number.

## 3. Payment of Escrow Sum

3.1 [The Buyer shall pa in full without any of number of days>> [within <<insert nur Account;]

# OR

[The Buyer shall pa funds transfer] in f [within <<insert nur the Escrow Accoun

3.2 The Escrow Agent Escrow Account au days>> days after it

## 4. Delivery and proof of deli

4.1 Within <<insert nur Agent's confirmatio tuated in England chosen by the

Price] OR [the sum of £<<Insert

payable to the Escrow Agent for s Escrow Agreement;

of the goods>>;

be paid>>;

writing between the Seller and the of them] under which the Seller Buyer and, in consideration, the for the Goods on the terms of any lently enter into with an escrow

Seller that the Seller tendered e time specified for delivery in the ccept delivery of or rejected the

nours after this Escrow Agreement I notify the Seller and the Buyer in ng the name of the bank, the bank of the account, and the account

Escrow Agent [by banker's draft] ish [forthwith] OR [within <<insert Agent shall then [forthwith] OR y the Escrow Sum into the Escrow

he Escrow Account [by electronic or set off in cash [forthwith] OR ter being notified of the details of

er that the Escrow Sum is in the funds within <<insert number of

er the Seller receives the Escrow Seller shall despatch the Goods

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and Payment Terms

for delivery to the E the Sale Agreemen the Goods;

- 4.2 Upon delivery of the the Escrow Agent the and signed written provide a copy of the communicate with Buyer issued a recommunication the shall endeavour to the state of the
- 4.3 The Escrow Agent v this Escrow Agreem
  - 4.3.1 the Buyer's
  - 4.3.2 a copy of a appears to b
  - 4.3.3 other evider (whether or Sale Agreen
  - 4.3.4 the Escrow A 4.3.4.1 state 4.3.4.2 recei belie

## 5. The Escrow Account

- 5.1 The Escrow Sum Secrow Agreement, otherwise than on the
- 5.2 The Escrow Sum is
  - 5.2.1 payment of of the Good unsuccessful
  - 5.2.2 return of tha Claim.
- 5.3 All interest earned whichever of the S most of the Escrow
- 5.4 The Seller and the the Escrow Agent a as are necessary to

## 6. Claim of the Buyer or Sel

- 6.1 If the Seller fails to delivery in the Sal days>> after expiry writing that he has a
- 6.2 The Buyer may und by the Seller tender the Sale Agreemer

any relevant requirements under crow Agent that it has despatched

the Buyer, the Seller shall notify oods, the Buyer shall give a dated o the Seller, and the Seller shall w Agent. The Escrow Agent shall he Buyer's confirmation that the n [7] days of the Escrow Agent's ch confirmation, the Escrow Agent delivery having occurred;

roof of delivery for the purposes of

the Goods; or

ed by the Buyer which on its face

stablishes that delivery occurred e date specified for delivery in the

oof of delivery only a:

by the Seller; or

Escrow Agent has reason to eipt of the Buyer.

ow Account on the terms of this released from the Escrow Account greement;

for:

the Buyer to the Seller on delivery a successful Seller's Claim or

the event of a successful Buyer's

will accrue and is to be paid to nes entitled to and receives all or crow Agreement;

ovide all necessary instructions to in relation to the Escrow Account to this Escrow Agreement.

Buyer within the time specified for may within <<insert number of Escrow Agent and the Seller in s Clause 6;

y reject any delivery of the Goods of the time specified for delivery in ver at the same time notifies the



Escrow Agent in w Claim. If he does g been delivered bur delivery tendered, under this Clause 6 been withdrawn:

- 6.3 Forthwith upon the of the Goods to the by the Sale Agreer Escrow Sum and ar
- 6.4 If the Seller tenders in the Sale Agreem Goods under this C that the Buyer has Claim:
- 6.5 If the Goods are at this Clause 6:
  - 6.5.1 he shall (at or allow the days>>days ensure that condition the
  - 6.5.2 if the Buyer (i.e. it is fou Buyer shall the cost w decided by Seller), it will
  - 6.5.3 if the Buyer' is found that bear the cowas actually Escrow Age entitled to re
  - 6.5.4 when the Se same time r when the Ge then confir collection/re
- 6.6 If the Escrow Agent was a tender of d tender was
  - 6.6.1 subsequent Agreement,
  - 6.6.2 prior to that
- 6.7 The notification of a will be proof that su was made. No issu may be raised or pu

ed the delivery and has a Buyer's Goods will be deemed to have not to accept any such subsequent a right to make a Buyer's Claim er's Claim will be deemed to have

of of the Buyer accepting delivery before or after the time permitted shall release and pay all of the Account to the Seller:

ithin the time specified for delivery ot accept delivery of or rejects the notify the Escrow Agent in writing lelivery and that he has a Seller's

Buyer but he rejects them under

her return the Goods to the Seller soods, within <<insert number of I in either case the Buyer shall ted or returned are in the same lelivery;

en resolved in favour of the Seller ot properly reject the Goods), the Irn or collection. To the extent that ably incurred by the Seller (as t agreed between the Buyer and from the Buyer;

olved in favour of the Buyer (i.e. it ected the Goods), the Seller shall ection. To the extent that the cost d by the Buyer (as decided by the n the Buyer and Seller), it will be

returns the Goods, he shall at the so that he can check whether and urned, and the Escrow Agent shall nd Seller whether and when

he decides establishes that there nich the Buyer rejected, and the

specified for delivery in the Sale proof of proper rejection; or

be proof of improper rejection;

im received by the Escrow Agent laim was made and of the date it 'Buyer's Claim" or "Seller's Claim" of such a notification.

# 7. Release of Escrow Sum a

Where a Buyer's or Seller' the Escrow Sum and the S

- 7.1 Pending resolution tendered for deliver keep them in the sa
- 7.2 Where it is resolve Claim is successful the Escrow Agent s

[all of the Escrow Supon the Seller d days/hours>> hours

#### OR

[<<percentage, e.g with any interest in deemed to be cancer.]

- 7.3 Where however it Seller's Claim is un delivery), the Escrus Sum and a Buyer will not have
- 7.4 For so long as a Bu not deemed to be v in the Escrow Accou

## 8. Means of Resolving a Cla

- 8.1 For the purpose of the if and when the is delivered the Good Sale Agreement, a collection of Goods;
- 8.2 The issues may be
  - 8.2.1 proof of delivery clause 6.6 Goods occu and the date 6.7, and prowith 6.5.4;
  - 8.2.2 proof that the
  - 8.2.3 unconditiona

## solution of a Buyer's or Seller's

crow Agent shall release and pay ted Goods, as follows:

ller's Claim, if the Goods were ver, the Seller shall hold them and re in when tendered;

m is unsuccessful or the Seller's rly rejected a tender for delivery), and pay

the Escrow Account to the Seller the Buyer within <<number of esolved1

um to the Seller, and the balance ne Buyer, and the sale will then be

lyer's Claim is successful or the rer properly rejected a tender for ately release and pay all of the w Account to the Buyer, and the for the Price.

not resolved or a Buyer's Claim is gent shall not release any amount the Seller

a Claim will be treated as resolved mined as to whether the Seller time specified for delivery in the pods was proper, and return or

of the following means:

- e with Clause 4.3 above or, where e tendered after the time specified proof will be in accordance with proper rejection of the tendered r made a Claim under Clause 6.2 accordance with Clauses 6.2 and of Goods will be in accordance
- Claim under Clause 6.4 and the with Clauses 6.4 and 6.7:
- etween the Buyer and Seller as to



all issues (v dispute reso

- 8.2.4 unconditional withd expressly admits the him within the time:
- 8.2.5 unconditional withd expressly admits th delivery in the Sale
- 8.2.6 determination of all either by the Buye between them:
- 8.2.7 final determination of there is no right of a

## 9. Payment of Price

The release of the Escropayment of the [sum release for the Buyer, and the Se amount paid made out to the Buyer.

## 10. Method of Payment

Unless otherwise agreed to Escrow Account to the Buy favour of the [Seller/Buyer] account, as follows:

The Buyer:

Bank: << Branch: << Sort Code: << Account Name: << Account Number:<<

The Seller:

Bank: << Branch: << Sort Code: << Account Name: << Account Number: <<

## 11. Role, liability, and Fee of

- 11.1 Except as may be Agent shall (in relat act as a trustee and
- 11.2 The Escrow Agent acting (including m terms of this Escroinvestigation of any
- 11.3 On the date that the

by mediation or other means of upon at any time by them);

tim by the Buyer in writing which vered to him or were tendered to be Sale Agreement;

tim by the Seller in writing which Goods within the time specified for Goods were not delivered;

or appointed for the purpose by ant to any arbitration agreement

competent jurisdiction from which

6.3 or 7.2 will be deemed to be rice by the Escrow Agent as agent crow Agent with a receipt for the ow Agent shall then forward to the

ent required to be made from the nade by way of a [banker's draft in nsfer to the Buyer's or the Seller's

is Escrow Agreement, the Escrow nt, the Escrow Sum and generally) er and the Seller;

ay to either the Seller or Buyer for yood faith in accordance with the vill not be required to make any han provided by its terms;

s made, the [Buyer]/[Seller} shall

pay the Fee to the I

#### 12. Data Protection

- 12.1 In this Clause 12:
  - 12.1.1 "Data Proted from time to and privacy law version of as it forms Northern Ire (Withdrawal) made there Regulations
  - 12.1.2 "personal da Legislation;
  - 12.1.3 "First Party"
    Agreement
  - 12.1.4 "Other Partie instance cor
- 12.2 All personal data th held by that First F Legislation and the Parties.
- 12.3 For complete detail retention of personal personal data is use Parties' and any the data sharing (where Notice of the First the Schedule to this
- 12.4 [All personal data to Parties under this E terms of the Data pursuant to this Esc

## 13. Effect of Escrow Agreem

The provisions of this Esc pursuant to any of those prejudicing, or otherwise (relating to non-delivery or any right or remedy of the Act 2015 or other consum than pursuant to any provis all applicable legislation in force dom applicable to data protection to, the UK GDPR (the retained EU ection Regulation ((EU) 2016/679), gland and Wales, Scotland, and tion 3 of the European Union prection Act 2018 (and regulations and Electronic Communications

as defined in the Data Protection

espective parties to this Escrow nere the Buyer is a "Consumer");

this Escrow Agreement who in the Party.

e will be collected, processed, and the provisions of Data Protection Protection Legislation of the Other

llection, processing, storage, and imited to, the purpose(s) for which es for using it, details of the Other w to exercise them, and personal Parties should refer to the Privacy es of each Party are [attached in ilable on request to that Party].

Party with one or both of the Other be shared in accordance with the intered into on <<insert date>>

exercise of any right or remedy the effect of, excluding, limiting, medy, obligation, duty or liability s or to any other matter) [including rising under the Consumer Rights Buyer or Seller may have other ment.

#### 14. Law and Jurisdiction

- 14.1 This Escrow Agree
  Buyer and Escrow a
  by, and construed i
  Ireland][ Scotland].
- 14.2 If the Buyer is a provisions of the la 14.1 above takes a those provisions. proceedings or clair elating to this E (whether contractus courts of England, V Buyer's residency.
- 14.3 If the Buyer is a b and the relationship or any matters aris or otherwise) shall I [England and Wale

## 15. Execution

This Escrow Agreement n each such counterpart will constitute one and the sam

**IN WITNESS** whereof the parties first before written

## THE SELLER

Signed by [*Full Name*] (the Seller OR

Signed by [Name of Director] on [Director]

# THE BUYER

Signed by [Full Name] (the Buyel OR

Signed by [Name of Director] on [Director]

## THE ESCROW AGENT

Signed by [*Full Name*] (the Escro

Signed by [Name of Director] on

ip between all and any of Seller, al or otherwise) shall be governed w of [England & Wales] [Northern

will benefit from any mandatory residence. Nothing in Sub-Clause rights as a Consumer to rely on sumer, any dispute, controversy, f Seller, Buyer, and Escrow Agent the relationship between them subject to the jurisdiction of the nern Ireland, as determined by the

oncerning this Escrow Agreement Seller, Buyer, and Escrow Agent, ted therewith (whether contractual clusive jurisdiction of the courts of otland].

arate counterparts by each party, ginal, and all of them together will

s Agreement on the day and year

...

Seller) .....

.....

Buyer) .....

.....

Escrow Agent) .....

and Payment Terms

[Director]

S

[attach a cor

[attach a copy of ea

eement]

of the Parties]

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Payment Terms