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PROPERTY FINDER'S FEE (NON-CONFIDENTIAL) - PERCENTAGE

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**THIS AGREEMENT** is made the

**BETWEEN:**

- (1) <<Name of Client>> of <<insert Address>> (the "Client") and
- (2) <<Name of Property Finder>> of <<insert Address>> (the "Finder") registered in <<Country of Registration>> whose registered office is at] **OR**
- [of] <<insert Address>> ("the Finder")

**BACKGROUND:**

- (1) The Client wishes to find a property to rent or buy for its own non-business use.
- (2) The Property Finder has a list of potential buyers and tenants to potential sellers and landlords.
- (3) The Client wishes to be introduced to potential buyers or tenants by the Property Finder and is willing to pay to the Property Finder a fee as a result of such introduction (as a percentage of the amount of the sale price or rental of that contract) as set out in this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

**"Applicable Contract"**

the sale or rental of a Prospective Client and a Prospective Seller entered into after an Introduction and the Applicable Contract shall be deemed to be entered into when it has been signed by the Client and the Prospective Seller and interpreted accordingly;

**"Business Day"**

any day other than a Saturday or Sunday) on which the premises are open for their full range of services at <<insert location>>;

**"Business"**

any trade, craft or profession carried on by any other person/organisation;

**“Consumer”**

**“Introduction”**

**“Introduction  
Commission”**

**“Model Cancellation Form”**

**“Prospective Property”**

**“Prospective Seller”**

**“Retainer Fee”**

**“Search Period”**

**“Term”**

**“Time Limit”**

**“We/Us/Our/Ours”**

**“You/Your”**

1.2 Each reference in includes electronic fax or other means.

1.3 Each reference to statute or provision

1.4 Each reference to a

1.5 The headings used affect the interpreta

1.6 Words signifying the

1.7 References to any g

1.8 References to pe

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as defined by the Consumer in relation to this Agreement customer of the Property Finder s for their personal use and for mainly outside the purposes of any

to the Client by the Property details of a Prospective Seller. s equally to “Introduce”, producing”;

payable by the Client to the et out in Clause 7;

ncellation form attached as

England and Wales that fulfils the edule 1;

a Prospective Property;

ble by the Client to the Property Clause 4;

<insert details, e.g. 18 weeks>> of this Agreement;

is Agreement as set out in Clause

is <<insert details, e.g. one er first occurs either the date on t terminates pursuant to its terms he end of the Search Period;

Finder and includes all nd sub-contractors of the Property

Consumer who is a customer of

ing”, and any similar expression, r sent by e-mail, [text message,]

f a statute is a reference to that ed at the relevant time.

to a schedule to this Agreement.

for convenience only and do not

lude the plural and vice versa.

her gender.

text otherwise requires, include

corporations.

## 2. Information about Us

- 2.1 We are a <<insert type of trader, partnership, LLP, private limited company etc>>.
- 2.2 [We trade under the name <<insert trading name if different from company name>>].
- 2.3 [We are registered for VAT under number <<Company Registration Number>>].
- 2.4 [Our registered office is <<insert address>>].
- 2.5 [Our main trading address is <<insert address>> if different from registered office or if no registered office <<insert address>>].
- 2.6 [Our VAT number is <<insert VAT number>>].
- 2.7 [We are a member of <<insert association(s) etc.>>].
- 2.8 [<<Insert further information>>].

## 3. Communication and Complaints

- 3.1 If You wish to contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.
- 3.2 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout this Agreement). When contacting Us in writing You may use the following methods:
  - 3.2.1 contact Us by email at <<insert email address>>; or
  - 3.2.2 contact Us by post to <<insert company or business name>>, <<insert address>>.

## 4. Appointment of the Proprietor and Payment of Retainer Fee

- 4.1 You hereby appoint Us as your exclusive Sellers and Introduce them to You in accordance with the terms of this Agreement.
- 4.2 You shall pay to Us a Retainer Fee of the sum of £<<insert sum>> as stated in Clause 4.2.1. [We will refund the Retainer Fee to You if You later make a payment of <<insert sum>> to Us.]
- 4.3 [You shall not appoint any other person to perform a similar role to Ours during the Search Period.] You may appoint any other person to perform a similar role during the Search Period.
- 4.4 We shall have no authority to bind You in any way or incur any form of liability, including, but not limited to entering into contractual relationships, without Your prior written authority or capacity.
- 4.5 We shall not, without Your prior written agreement, have any authority or

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- 5.5.5 <<insert additional details>>.
- 5.6 [We shall conduct viewings or accompany You to viewings as You may require.]
- 5.7 [We shall conduct negotiations on behalf as to the terms of any Applicable Contract]
- 5.8 [We shall liaise with the Seller, solicitors, estate agents, surveyors, finance and other third parties with a view to achieving the timescale You require.]

## 6. Client's Obligations

- 6.1 You shall provide Us with such information as may reasonably be required by Us from time to time to enable Us to complete Introductions under the terms of this Agreement.
- 6.2 If at any time during the term of this Agreement You change Your requirements with respect to the Property, You shall inform Us of such changes without delay.
- 6.3 You shall be under no obligation to complete any Introduction We make.
- 6.4 You shall notify Us of any change in the <<insert period>> Business Days of Your entry into an Applicable Contract by giving Us written notice under this sub-Clause 6.4 shall include the following details:
- 6.4.1 The date of completion of the Applicable Contract;
- 6.4.2 The details of the Property;
- 6.4.3 The name and contact details of the respective Seller;
- 6.4.4 The purchase price or the monthly rent payable by You under the Applicable Contract;
- 6.4.5 The amount of the Introduction Commission payable to Us.

## 7. Introduction Commission

- 7.1 Introduction Commission shall be payable in accordance with the provisions of this Clause 7, together with any applicable law, when You enter into an Applicable Contract with a respective Seller.
- 7.2 The Introduction Commission shall be <<insert percentage>> of the purchase price or (where You are renting a property) <<insert percentage>> of the total annual rent payable by You under an Applicable Contract.
- 7.3 The Introduction Commission shall become due and payable on the date of [completion of the introduction] OR [completion of the Applicable Contract].
- 7.4 Within <<insert period>> Business Days of the date of receipt of Your notice under sub-Clause 6.4, We shall invoice You for the Introduction Commission.
- 7.5 You shall pay all such sums to the bank account as We shall nominate, within <<insert period>> Business Days of receipt of the invoice.

- 7.6 If You fail to pay or perform Your obligations under this Agreement then we shall be entitled to the sum of the amount which is payable to Us under this Agreement together with any other right or remedy available to Us:
- 7.6.1 that amount shall accrue from the due date until payment is made in full at the rate of <<insert percentage>>% above the <<insert bank name>> per annum to time, both before and after any judgment; and
- 7.6.2 We shall be entitled to suspend our services to You until the amount has been received by Us in full. We shall not be liable for any breach of Our obligations under this Agreement or any provision under this sub-Clause 7.6.2.

## 8. Complaints and Feedback

- 8.1 We always welcome Your comments and, while We always use all reasonable endeavours to ensure that Your experience as a client of Ours is a positive one, We need Your feedback for complaint.
- 8.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert link>>.
- 8.3 If You wish to complain, please contact Us in one of the following ways:
- 8.3.1 [In writing, to the attention of the <<insert department>>]
- 8.3.2 [By email, to the attention of the <<insert name and/or position and/or department>>]
- 8.3.3 [Using Our contact form, available at <<insert link>>]
- 8.3.4 [By contacting the <<insert telephone number>> (and fax number) when prompted.]]

## 9. Cancellation of Contract

- 9.1 Where this Agreement is made at Your "premises", You have a statutory right to a "cooling off" period of 14 calendar days after that date. This right does not apply if the contract is made outside of the cooling off period. You should inform Us immediately (e.g. a letter sent by post, fax or email to the postal address or email address specified in this Agreement). You must do so within the cooling off period.
- 9.2 If You wish to cancel the contract, You must do so within the cooling off period. If You do not have sufficient time to do so, You may still exercise the right to cancel before the end of the cooling off period.
- 9.3 To meet the cancellation period, You must send Your communication to Us by the method specified in the cancellation form or by the method specified in the cancellation form, but You do not have to send it by the method specified in the cancellation form.
- 9.4 If You exercise the right to cancel, we will refund to You a full refund of any amount paid to the Us in respect of the contract.
- 9.5 We will refund money to You by the method used to make the payment, unless it is not possible to do so, in which case we will refund the money to You by bank transfer.

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unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of a cancellation without a period of 14 days after the day on

9.6 We will process the cancellation request without undue delay and, in any case, within the period of 14 days after the day on which We are informed of the cancellation request.

9.7 If You wish Us to stop providing the services, You must expressly request the cancellation of the Agreement. By making such request, You acknowledge and agree to the following:

9.7.1 If the Introduction of the services has not been fully performed within the 14 calendar days after the day on which You inform Us of Your wish to cancel, You will lose the right to cancel;

9.7.2 If You cancel the Agreement before the services have been fully performed, You are required to pay for the services already supplied up to the day on which You inform Us of Your wish to cancel;

9.7.3 The amount of the sums that You are required to pay for the services supplied up to the day on which You inform Us of Your wish to cancel, shall be calculated on the basis of the work We have carried out. Any sums paid for Our services under this Agreement shall be subject to deductions calculated on this basis;

9.7.4 We will process the cancellation request in any event within the <<insert normal refund period>> and <<insert number of days>> days after You inform Us of Your wish to cancel.

## 10. Term and Termination

10.1 This Agreement shall continue until the end of the Term Period (as extended under sub-clauses of this Clause 10).

10.2 You may terminate the Agreement by giving Us <<insert notice period>> written notice <<insert minimum term of agreement>>.

10.3 You may terminate the Agreement with immediate effect by giving Us written notice if:

10.3.1 We have breached the Agreement in any material way and have failed to remedy the breach within the <<insert notice period>> of You asking Us in writing to do so;

10.3.2 We enter into liquidation or an administrator or receiver appointed over Our assets;

10.3.3 We are unable to perform the services due to an event outside of Our control (see Clause 11.2).

10.4 We may terminate the Agreement with immediate effect by giving You written notice if:

10.4.1 You have breached the Agreement in any material way and have failed to remedy the breach within the <<insert notice period>> of Us asking You in writing to do so;



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10.4.2 We have b  
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considered 'material'  
terminating party. In  
be had to whether  
misunderstanding.

10.6 If at the termination

10.6.1 You have m  
have not yet  
is reasonable  
termination r

10.6.2 We have pr  
due will be d  
We will invo  
payment.

## 11. Effects of Termination

If this Agreement is termina

11.1 Any Clause  
period after  
full force an  
obligation to  
formation of

11.2 Termination  
remedy whic  
the Agreeme

## 12 Events Outside of Our Co

12.1 We will not be liab  
under this Agreeme  
beyond Our reason  
power failure, inte  
industrial action by  
flood, storms, ear  
actual), acts of war  
for war), epidemic o  
Our reasonable con

12.2 If any event describ  
affect Our performa

12.2.1 We will infor

12.2.2 Our obligatio  
limits that W

any of Our services under this  
period>> weeks due to an event  
(2).

reach of this Agreement will be  
trivial in its consequences to the  
a breach is material no regard will  
ny accident, mishap, mistake or

for any Introduction services We  
will be refunded to You as soon as  
ent within 14 calendar days of the

u have not yet paid for, the sums  
due to You or, if no refund is due,  
and You will be required to make

y or by their nature, relate to the  
n of the Agreement will remain in  
clude, but not be limited to, Your  
on Commission resulting from the

ce any right to damages or other  
y have in respect of any breach of  
ore the date of termination.

lay in performing Our obligations  
elay results from any cause that is  
es include, but are not limited to:  
ailure, strikes, lock-outs or other  
other civil unrest, fire, explosion,  
acts of terrorism (threatened or  
threatened, actual or preparations  
or any other event that is beyond

1 occurs that is likely to adversely  
ions under this Agreement:

sonably possible;

it will be suspended and any time  
tended accordingly;

12.2.3 We will inform You over and provide Our services as

12.2.4 You or We r

outside of Our reasonable control is dates, times or availability of Our

ment (see Clause 10).

### 13 Liability

13.1 We will be responsible for any loss or damage that You may suffer as a result of Our negligence. Loss of the breach or negligence of the Agreement is entered into that is not foreseeable.

13.2 We will maintain such insurance and will provide

13.3 We provide service warranty or representation for industrial purposes. We are not liable for profit, loss of business or for any loss of business opportunity.

13.4 [Our total liability for loss or breach of these terms

13.5 We are not liable for failure to follow any

13.6 Nothing in this Agreement will limit or exclude Our liability for death or personal injury or misrepresentation.

13.7 Nothing in this Agreement will limit Your legal rights as a Consumer under any legislation. For more details of Your legal rights please refer to the Citizens Advice Bureau or Trading Standards Office.

the loss or damage that You may suffer as a result of Our negligence. Loss of the breach or negligence of the Agreement is entered into that is not foreseeable.

including professional indemnity insurance cover on request.

private purposes only. We make no representation that we are fit for commercial, business or industrial purposes. We are not liable to You for any loss of profit, loss of business or for any loss of business opportunity.

used as a result of Our negligence or breach of these terms to £<<insert sum>>.]

You suffer which results from Your failure to follow any instructions given by Us.

will limit or exclude Our liability for death or personal injury or misrepresentation.

or will limit Your legal rights as a Consumer under any legislation. For more details of Your legal rights please refer to the Citizens Advice Bureau or Trading Standards Office.

### 14 How We Use Your Personal Data (Data Protection)

14.1 All personal data that we collect, process, and hold in accordance with the General Data Protection Regulation 2016/679 (GDPR).

14.2 For complete details of how we use your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of Your rights and how to exercise them, please refer to Our Privacy Policy in Schedule 4].

collected, processed, and held in accordance with the General Data Protection Regulation 2016/679 (GDPR).

processing, storage, and retention of the purpose(s) for which personal data is used, the legal basis for processing it, details of Your rights and how to exercise them, please refer to Our Privacy Policy in Schedule 4]. OR [attached to the Agreement]

### 15 Other Important Terms

15.1 We may transfer (assign) our rights under this Agreement to a third party (this may include if We sell Our business). If this

rights under this Agreement to a third party (this may include if We sell Our business). If this

occurs We will inform You and the Agreement will not be affected and Our Agreement will be transferred to the third party who will

15.2 You may not transfer Your obligations and rights under this Agreement without Our permission (such permission not to be unreasonably withheld)

15.3 This Agreement is binding on the person or third party who enforces any provision of the Agreement

15.4 If any provision of the Agreement is held to be invalid or unenforceable by any competent authority to be the validity of the other provisions of the Agreement are not affected.

15.5 No failure or delay by Us in exercising any rights under this Agreement means that We or You have waived any right, and no waiver by Us or You of any right means that We or You will waive any subsequent breach of any other provision.

15.6 If the rate of VAT changes, You must pay the corresponding adjustment to any sum You must pay to Us of VAT.

## 16 Law and Jurisdiction

16.1 This Agreement is governed by the law of England and Wales, contractual or otherwise, and construed in accordance with, English Law.

16.2 Any dispute, controversy or claim between You and Us relating to this Agreement (whether or not it arises out of or in connection with the jurisdiction of the court) shall be referred to and determined by Your

rights under this Agreement will not be affected and Our Agreement will be transferred to the third party who will

obligations and rights under this Agreement without Our permission (such permission not to be unreasonably withheld)

is not intended to benefit any other person or third party who enforces any provision of the Agreement

by any competent authority to be the validity of the other provisions of the Agreement are not affected.

g any rights under this Agreement means that We or You have waived any right, and no waiver by Us or You of any right means that We or You will waive any subsequent breach of any other provision.

corresponding adjustment to any sum You must pay to Us of VAT.

SIGNED by the Client

Signature

Date: \_\_\_\_\_

**EITHER**

[SIGNED for and on behalf of the

<<Name and Title of person signing

between You and Us (whether or not it arises out of or in connection with the jurisdiction of the court) shall be referred to and determined by Your

claim between You and Us relating to this Agreement (whether or not it arises out of or in connection with the jurisdiction of the court) shall be referred to and determined by Your

Authorised Signature]

OR

[SIGNED by the Property Finder:  
<<Name of the Property Finder>>

\_\_\_\_\_  
Signature]

Date: \_\_\_\_\_

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**Property Criteria**

<<Insert details of necessary or  
location, size, style, condition, ame

Prospective Property to fulfil, e.g.

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**Request for Property Finder to s**

**ancellation period**

I/We request the Property Finder  
day cancellation period referred to

mediately and not to wait for the 14  
ire.

I/We acknowledge that if I/we ex  
Property Finder an amount that  
communication of cancellation.

cel I/we will be liable to pay the  
ices provided up to the date of

I/We acknowledge that I/we will I  
performed.

once the services have been fully

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SIGNED by the Client

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Signature

Date: \_\_\_\_\_

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MODIFIED FORM

To: <<Property Finder to insert the  
number and email address>>

address and, where available, fax

I/We (delete as appropriate) her  
my/our (delete as appropriate) con

re (delete as appropriate) cancel  
services dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

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**Property Finder's Privacy Notice**

<<Attach a copy of the Property Finder's Privacy Notice referenced in Clause 14 >>

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