# COMMERCIAL LET (LETTIN

These Terms and Conditions appropriate secure the letting of a commercial the lease or licence. The Terms at the Agent so please read them call

#### 1. **Definitions**

- "Agency Period"
- "Appointment Form"
- "Commission"
- "Introduction Period"
- "Letting Commission"
- "Lease"
- "Management Fee"
- "Management Period"
- "Owner"
- "Property"
- "Renewal Commission"

# AND CONDITIONS RVICE)

gent>> ("Agent") is appointed to ge the property for the duration of basis of the Owner's contract with Appointment Form.

on Period and the Management

completed and signed by the tin order to appoint the Agent as

e Letting Commission (or as the newal Commission) and the nich is to be paid monthly in he provisions below regarding ency contract;

rting on the date this contract ending when a Lease is to the Property;

he Rent due in relation to the year of a Lease (or, if the Lease ss than a year, the Rent due for

ence to occupy entered into in ty between the Owner and a

[<< >>% of the Rent due in ty for the first year of a Lease (or, ed term of less than a year, the le term)];

rting when a Lease is completed perty and ending when this d:

the Property;

identified in the Appointment

he Rent due in relation to the commencing on the expiry of a acement Lease has a fixed term of Rent due for the whole term);

1



"Rent"

"Rent Deposit"

#### "Tenant"

- Any reference in expressions, includ telex, cable, facsimi
- Any reference in the statute shall be coamended, re-enacte
- 1.3 The headings in this interpretation.

# 2. **Appointment of Agent**

- 2.1 The Owner appoint by carrying out the
- 2.2 Unless otherwise st the Agency Period purposes mentioned

#### 3. The Agent's Duties

- 3.1 The Agent shall ma accordance with the
- 3.2 Without prejudice to particulars of the Prephotographs and, of Agent shall prepare website.
- 3.3 The Agent shall giv Property and on the
- 3.4 The Agent shall:
  - 3.4.1 if requested Energy Performed
  - 3.4.2 ensure that before they
- 3.5 The Agent will be available and either
  - 3.5.1 the Property
  - 3.5.2 a valid ex Exemptions



ence fee payable under a Lease;

eived from a Tenant in respect of the Tenant's obligations in the

ensee of the Property.

nditions to "writing", or cognate ommunication effected by e-mail, means.

ns to any statute or provision of a to that statute or provision as evant time.

nience only and shall not affect its

ir agent in relation to the Property e 3.

Form, the Owner shall not during on as the Owner's agent for the

ng on a Lease at a market rent in the Appointment Form.

use 3.1, the Agent shall prepare n description [, video footage] and been approved by the Owner, the prials and add the particulars to its

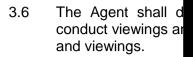
ne appropriate level of rent for the reed for the Lease.

the Owner's cost, arrange for an
) to be prepared for the Property;

provided with a copy of the EPC

Property unless a valid EPC is

rating between A-E (inclusive); or gistered on the National PRS force.



- 3.7 The Agent shall n interest in occupying
- 3.8 The Agent shall tak has indicated a firn references to the O
- 3.9 The Agent shall, if for a schedule of co
- 3.10 The Agent shall lia provide them with re
- The Agent shall not been completed.
- 3.12 Subject to the Agenames of the provinctify the Local Accompanies and other
- 3.13 Subject to the Ager Owner or through relating to the Prope
  - 3.13.1 the Agent shoccupation of charges for Agent shall the Property
  - 3.13.2 the Agent sh the Owner's managemen
  - 3.13.3 the Agent : Property (bu Owner);
  - 3.13.4 the Agent s invoice or de
  - 3.13.5 the Agent s that appear
  - 3.13.6 the Owner n of payment i
- 3.14 If so required by t being completed by Deposit as stakehol terms of his appoint
- 3.15 The Agent shall on sums due from the
- 3.16 If a service charge i3.16.1 prepare an a

potential Tenants, arrange and ned of the outcome of all enquiries

tential Tenants who express an

nces on any potential Tenant who nto a Lease and shall forward the

and at the Owner's cost, arrange respect of the Property.

the Tenant's legal advisers and achieve completion of a Lease.

upy the Property until a Lease has

essary information (such as the ccount numbers) the Agent shall as department and any utilities identity of the new Tenant.

by way of a float provided by the it) the Agent shall pay outgoings

ich fall to be paid by the Tenant in Business Rates, utilities bills and elephone and broadband) but the r as they relate to a period when

rice charge and other sums due to flord's managing agent or any

premiums for insurance of the o arrange insurance cover for the

ment unless it has received an

t and pay invoices and demands

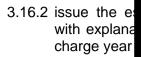
t to make some or all of the types

to the necessary documentation ant, the Agent shall hold any Rent le Rent Deposit as required by the

mand and receive Rent and other high the terms of the Lease.

the Agent shall:

al by the Owner;



- 3.16.3 issue invoice
- 3.16.4 issue a service char
- 3.16.5 maintain ap service chai charge year;
- 3.16.6 in the event charge has undue delay
- 3.16.7 ensure that funds) are ke
- 3.17 If Rent or any othe Agent shall notify to telephone calls, visi
- 3.18 The Agent shall in findings to the Own
- 3.19 The Agent shall, if more frequent insponent.
- 3.20 The Agent shall adannel and any items required Agent's attention.
- 3.21 The Agent shall ad other parties relating
- 3.22 The Agent shall the Property, including following basis:
  - 3.22.1 the cost of a the Owner;
  - 3.22.2 if the cost of amount, e.g without refer
  - 3.22.3 if the cost o 250>> or mo to proceed v
  - 3.22.4 if the work n the Owner's without the p
  - 3.22.5 the Agent maintenance amount, e.g.
- 3.23 The Agent shall ke transactions relating Owner permit the (

charge budget (once approved)
Tenant at the start of the service
hent schedule;

s from the Tenant:

the Tenant at the end of each by [the Agent];

e accounts and ensure that the ciled at the end of each service

inform the Owner that the service and will be adjusted without any

es (including reserve and sinking te (or virtual) bank accounts.

working days after falling due, the mpt to obtain payment by making ding up to three arrears letters.

y six months and shall report its

and at the Owner's cost, conduct and shall report its findings to the

eaches of the terms of the Lease or replacement that come to the

ssues raised by the Tenant or by

day-to-day management of the ance and replacements, on the

or replacements shall be borne by

occasion is less than £<<insert arrange for the work to be done

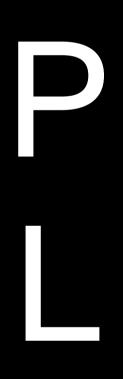
ccasion is £<<insert amount, e.g. ct the Owner to obtain permission

/ and it is not practicable to obtain ay arrange for the work to be done

or arranging major repairs or ems costing in excess of £<<insert

accurate accounts of all financial Ill at the reasonable request of the ted representatives to inspect all

tting & Man Service)



such records and a (but not exceeding)

3.24 The Agent shall wit Management Perio Owner a statement

3.24.1 all Rent and

3.24.2 all expenses

3.24.3 the Commis

3.24.4 the amount for that month.

3.25 Having sent the star

3.25.1 the Commis

3.25.2 such amour amount, e.g.

and remit the balan

3.26 If there are insuffici Agent shall notify th

3.27 If:

3.27.1 a Lease is te

3.27.2 a Tenant va Renewal Co

the Agent shall re Commission (or as days of the Tenant

- 3.28 The Agent shall r reasonable times an and advice relating
- 3.29 The Agent shall no relating to the use notify the Owner if regulations in relations.
- 3.30 The Agent shall oblicences, permits a performance of its o
- 3.31 The Agent shall ad sound commercial p
- 3.32 The Agent shall end by any professional is a member.
- 3.33 Subject as provide which the Owner r entitled to perform manner as it may th

s thereof at all reasonable times is).

he end of each month during the necessary thereafter send to the the Property:

d d

Agent shall retain:

to top the float up to £<<insert

>> days.

nmission or to top up the float the ired from the Owner.

early termination clause; or re the end of a period for which

proportionate part of the Letting newal Commission) within << >>

ff available to the Owner at all e for the purposes of consultation

changes to laws and regulations nercial lettings and shall forthwith breach of any of those laws or

rce during the Agency Period all necessary or advisable for the and Conditions.

diligence and in accordance with

any rules or regulations imposed de association of which the Agent

Conditions and to any directions properly give, the Agent shall be Terms and Conditions in such



#### 4. The Owner's Commitmen

- 4.1 The Owner confirms to grant a Lease of
  - 4.1.1 any consent terms of the
  - 4.1.2 any consent
  - 4.1.3 any consent

has been obtained

- 4.2 The Owner shall pr confirms that the Ad
- 4.3 The Owner underst unless a valid Ener shall either provide for an EPC to be pro-
- 4.4 If the Property has ensure that a valid Exemptions Register
- 4.5 The Owner shall property Conditions:
  - 4.5.1 the Commiss
  - 4.5.2 any other c
- 4.6 If in any month the Commission the Ov
- 4.7 At the commencer float of £<<insert a Owner.
- 4.8 When requested by the float so that it re
- 4.9 The Owner shall pa period e.g. 7>> day base lending rate of payment.
- 4.10 The Owner shall r resident and unders accordance with t Revenue & Custom
- 4.11 Subject to complian Conditions, the Own but not limited to a incur in defending a being held out as the

(s) of the Property and are entitled in the Owner confirms that:

der or superior landlord under the

's mortgagee; and

's insurers

any Lease is completed.

sets of keys to the Property and pies of the keys as necessary.

be unable to market the Property te (EPC) is available. The Owner C or instruct the Agent to arrange at the cost of the Owner).

ating of F or G the Owner shall registered on the National PRS

cordance with these Terms and

Appointment Form or otherwise gent.

gent are insufficient to pay the lift to the Agent on demand.

er shall provide the Agent with a neet expenditure on behalf of the

hall add further sums of money to int, e.g. 500>>.

n that is overdue by <<insert grace f << e.g. 2>> per cent above the m the due date until the date of

Owner is or becomes a non-UK be required to deal with Rent in lords Scheme operated by HM

bbligations under these Terms and gent against any liability (including which the Agent may reasonably it may incur by reason only of its

#### 5. **Duration and Termination**

- 5.1 The contract betwe date specified in th subject to the follow
- 5.2 During the Introdu giving to the other written notice, to e weeks">> of the Introdu
- 5.3 Upon the termination the Introduction Per
  - 5.3.1 the Agent sl
  - 5.3.2 the Letting Tenant intro
  - 5.3.3 clause 6 (Re Lease is gra apply otherw
  - 5.3.4 the Agent sh loss of agen Commission
- 5.4 During the Manage giving to the other written notice, to e months">> of the te
- 5.5 Upon the termination the Management Pe
  - 5.5.1 the Agent sh
  - 5.5.2 the Manager
  - 5.5.3 Letting Com given for the
  - 5.5.4 clause 6 (Re
  - 5.5.5 the Agent sh loss of agen Commission
- 5.6 The rights to terming any other right or reany) or any other br
- 5.7 If at any time control
  Taxes Act 1988) of persons (as defined at the start of the A to the Owner identication to the Agent within terminate the control

gent shall come into force on the d shall continue until terminated.

/ may terminate the contract by notice period, e.g. "1">> weeks ter the end of the first <<e.g. "8</pre>

n the Agent and the Owner during

narket, advertise or solicit tenants

yable if a Lease is granted to a shall not be payable otherwise);

Lease) shall continue to apply if a uced by the Agent (but shall not

st the Owner for compensation for or any similar loss (except unpaid

ty may terminate the contract by notice period, e.g. "1">> months ter the end of the first <<e.g. "3"

n the Agent and the Owner during

Property;

be payable;

payable in full (with credit being prior to termination);

Lease) will continue to apply;

st the Owner for compensation for or any similar loss (except unpaid

y this clause 5 shall not prejudice espect of the breach concerned (if

340 of the Income and Corporation any person or group of connected ct) not having control of the Agent shall forthwith give written notice up of connected persons and the nan << >> months written notice of the Agent was given, to



#### 6. Renewal or Continuation

- 6.1 The Agent shall cor of the Lease to es period of occupation otherwise, and the
- 6.2 If the Tenant remain
  - 6.2.1 the Renewa Commission
  - 6.2.2 the Manage under clause
- 6.3 The Renewal Comr
  - 6.3.1 in relation to ending two y
  - 6.3.2 where the or in occupation

# 7. Complaints [and Redress

- 7.1 A copy of the Age request.
- 7.2 [If the Agent's com Owner is not satisfi the redress scheme redress scheme m customer.
- 7.3 The name of the [Ombudsman Servi

# 8. Nature of Agreement

- 8.1 The contract betwe neither party may charge) or sub-licer delegate any of its the other party.
- 8.2 These Terms and 0 entire agreement b not be modified e authorised represer
- 8.3 Each party acknowl any representation, in these Terms and warranties or other the fullest extent pe
- 8.4 No failure or delay contract shall be de

Tenant before the end of the term ties wish to extend the Tenant's to a new Lease, by holding over or negotiations.

expiry of the original Lease:

me payable in place of the Letting

contract has not been terminated

e expiry of the original Lease and

the original joint Tenants) remains

procedure may be obtained on

ure has been exhausted and the Owner may seek redress through a member. Please note that the complaints from certain types of

e is [The Property Ombudsman] erty Redress Scheme].]

gent is personal to the parties and large (otherwise than by floating under, or sub-contract or otherwise except with the written consent of

the Appointment Form contain the respect to the Property and may t in writing signed by the duly

Ito the contract, it does not rely on sion except as expressly provided bintment Form, and all conditions, or common law are excluded to

cising any of its rights under the that right, and no waiver by either

party of a breach of waiver of any subse

8.5 If any provision of competent authority
Terms and Condition the remainder of the

contract shall be deemed to be a e or any other provision.

ions is held by any court or other rceable in whole or in part, these alid as to the other provisions and

#### 9. Notices and Service

- 9.1 Any notice or othe Conditions to be given
  - 9.1.1 delivering it
  - 9.1.2 sending it by
  - 9.1.3 sending it by means of co

to the other party at

- 9.2 Any notice or inform which is not returned been given on the and proof that the properly addressed so returned to the information has been
- 9.3 Any notice or inform comparable means given on the date o as provided in clau 9.4 within 24 hours
- 9.4 Service of any d concerning or arisir causing it to be deli or to such other ad from time to time.

## 10. **VAT**

All sums payable under t added tax or other applica or otherwise included in an

## 11. Relationship of the Partie

Nothing in these Terms a partnership or the relations Agent.

r authorised by these Terms and other shall be given by:

class post; or

simile transmission or comparable

use 9.4.

e manner provided by clause 9.1.2 elivered shall be deemed to have elope containing it was so posted; y such notice or information was d posted, and that it has not been eight evidence that the notice or

ex, cable, facsimile transmission or I be deemed to have been duly that a confirming copy of it is sent try at the address given in clause

bses of any legal proceedings all be effected by either party by at its registered or principal office, to it by the other party in writing

tions are exclusive of any value I be added to the sum in question

eate, or be deemed to create, a loyee between the Owner and the

# 12. Jurisdiction

These Terms and Conditi accordance with the laws the non-exclusive jurisdiction

and construed in all respects in and each party hereby submits to lsh courts.