COMMERCIAL LET

These Terms and Conditions appreciate the letting of a commercial Owner's contract with the Age Appointment Form.

1. **Definitions**

"Agency Period"

"Appointment Form"

"Commission"

"Lease"

"Owner"

"Property"

"Renewal Commission"

"Rent"

"Rent Deposit"

"Tenant"

- Any reference in expressions, includ telex, cable, facsimi
- 1.2 Any reference in the statute shall be considered amended, re-enacted

AND CONDITIONS E)

gent>> ("**Agent**") is appointed to d Conditions form the basis of the m carefully before signing the

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

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

he Rent due in relation to the year of a Lease (or, if the Lease ss than a year, the Rent due for h is payable to the Agent following e:

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

the Property;

y 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);

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.

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



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 Prophotographs and, on Agent shall prepare website.
- 3.3 The Agent shall giv Property and on the
- 3.4 The Agent shall, if for an Energy Perform The Agent will be available.
- The Agent shall d conduct viewings ar and viewings.
- 3.6 The Agent shall n interest in occupying
- 3.7 The Agent shall tak has indicated a firn references to the O
- 3.8 The Agent shall, if for a schedule of co
- 3.9 The Agent shall lia provide them with re
- The Agent shall not been completed.
- 3.11 If:
 - 3.11.1 a Lease is to
 - 3.11.2 a Tenant va Renewal Co

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 particulars to its

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

and at the Owner's cost, arrange) to be prepared for the Property. Property unless a valid EPC is

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

tential Tenants who express an

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

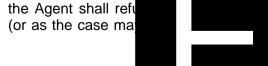
and at the Owner's cost, arrange respect of the Property.

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

py the Property until a Lease has

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

ortionate part of the Commission ission) within << >> days of the



Tenant vacating the

- 3.12 The Agent shall oblicences, permits a performance of its of
- 3.13 The Agent shall ac sound commercial r
- 3.14 Subject as provide which the Owner r entitled to perform manner as it may the

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

diligence and in accordance with

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 Ac
- 4.3 The Owner underst unless a valid Ener shall either provide for an EPC to be pro-
- 4.4 The Owner shall pa
- 4.5 The Owner shall pa period e.g. 7>> day base lending rate of payment.
- 4.6 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 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).

e Agent in accordance with these

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

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 Either party may te <<insert notice peri after the end of the

gent shall come into force on the day shall continue until terminated,

giving to the other not less than ten notice, to expire at or any time of the Agency Period.

5.3 Upon the terminatio

- 5.3.1 the Agent sl for the Prope
- 5.3.2 the Commis introduced b
- clause 6 (Re 5.3.3 Lease is gra apply otherw
- 5.3.4 the Agent sh loss of agen Commission
- 5.4 The rights to termin any other right or re any) or any other br
- 5.5 If at any time control Taxes Act 1988) of persons (as defined at the start of the A to the Owner identi Owner shall be enti to the Agent within terminate the contra

n the Agent and the Owner: harket, advertise or solicit tenants

a Lease is granted to a Tenant be payable otherwise);

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

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

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

40 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 tice from the Agent was given, to

Renewal or Continuation 6.

- 6.1 The Agent shall cor of the Lease to es period of occupation otherwise, and the
- 6.2 If the Tenant remai Renewal Commission
- 6.3 The Renewal Comm
 - in relation to ending two y
 - 6.3.2 where the or in occupation

- - 6.3.1

7. Complaints [and Redress

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

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

e expiry of the original Lease the

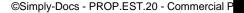
e expiry of the original Lease and

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]



[Ombudsman Servi

erty Redress Scheme].]

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 party of a breach of waiver of any subse
- 8.5 If any provision of competent authority
 Terms and Condition the remainder of the

9.1 Any notice or othe Conditions to be given

Notices and Service

9.

- 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

gent is personal to the parties and arge (otherwise than by floating inder, 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 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

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 eient 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 ty at the address given in clause 9.4 Service of any d concerning or arisir causing it to be deli or to such other ad from time to time.

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

10. **VAT**

All sums payable under tadded tax or other application or otherwise included in an

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

11. Relationship of the Partie

Nothing in these Terms a partnership or the relations Agent.

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ate, 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.

