

COMMERCIAL LETTING AND CONDITIONS (Letting Only Service)

These Terms and Conditions apply to secure the letting of a commercial property by the Owner's contract with the Agent and the Appointment Form.

1. Definitions

"Agency Period"

"Appointment Form"

"Commission"

"Lease"

"Owner"

"Property"

"Renewal Commission"

"Rent"

"Rent Deposit"

"Tenant"

1.1 Any reference in these Terms and Conditions to expressions, including written, oral, telex, cable, facsimile, electronic or any other means.

1.2 Any reference in these Terms and Conditions to any statute or provision of a law shall be construed to mean the statute or provision as amended, re-enacted or substituted in force at the relevant time.

The Agent (>> **"Agent"**) is appointed to act on behalf of the Owner and these Terms and Conditions form the basis of the contract between the Owner and the Agent. The Agent must read them carefully before signing the Appointment Form.

Starting on the date this contract is signed, the Agency Period ends when a Lease is signed and entered into the Property;

The Appointment Form must be completed and signed by the Owner in order to appoint the Agent as the Agent.

The Commission is the Rent due in relation to the first year of a Lease (or, if the Lease is for less than a year, the Rent due for the whole term) which is payable to the Agent following the expiry of the Lease;

The Lease is the Licence to occupy entered into in writing between the Owner and a Tenant;

The Owner is the Person who owns the Property;

The Property is the Property identified in the Appointment Form;

The Renewal Commission is the Rent due in relation to the first year of a Lease commencing on the expiry of a Lease which has a fixed term of more than one year (or the Rent due for the whole term);

The Rent is the Rent payable under a Lease;

The Rent Deposit is the sum received from a Tenant in respect of the Tenant's obligations in the Agency Period;

The Tenant is the Tenant or Lessee of the Property.

The Terms and Conditions apply to "writing", or cognate expressions, including written, oral, telex, cable, facsimile, electronic or any other means.

The Terms and Conditions apply to any statute or provision of a law to that statute or provision as amended, re-enacted or substituted in force at the relevant time.

- 1.3 The headings in this document are for convenience only and shall not affect its interpretation.
2. **Appointment of Agent**
- 2.1 The Owner appoints the Agent as its agent in relation to the Property by carrying out the Appointment Form.
- 2.2 Unless otherwise stated, the Agent shall act on as the Owner's agent for the purposes mentioned in the Appointment Form, the Owner shall not during the Agency Period.
3. **The Agent's Duties**
- 3.1 The Agent shall manage the Property on a Lease at a market rent in accordance with the Appointment Form.
- 3.2 Without prejudice to the particulars of the Property, the Agent shall prepare a description [text, video footage] and photographs and, once approved by the Owner, the Agent shall prepare materials and add the particulars to its website.
- 3.3 The Agent shall give the appropriate level of rent for the Property and on the agreed for the Lease.
- 3.4 The Agent shall, if required, and at the Owner's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property. The Agent will be responsible for the Property unless a valid EPC is available.
- 3.5 The Agent shall deal with potential Tenants, arrange and conduct viewings and respond to enquiries of the outcome of all enquiries.
- 3.6 The Agent shall notify potential Tenants who express an interest in occupying the Property.
- 3.7 The Agent shall take references on any potential Tenant who has indicated a firm intention to enter into a Lease and shall forward the references to the Owner.
- 3.8 The Agent shall, if required, and at the Owner's cost, arrange for a schedule of condition report in respect of the Property.
- 3.9 The Agent shall liaise with the Tenant's legal advisers and provide them with relevant documents to achieve completion of a Lease.
- 3.10 The Agent shall not occupy the Property until a Lease has been completed.
- 3.11 If:
- 3.11.1 a Lease is terminated;
- 3.11.2 a Tenant varies the terms of a Lease or the Renewal Clause;
- the Agent shall refund the Commission (or as the case may be) a proportionate part of the Commission (or as the case may be) within << >> days of the

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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

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terms of the

4.1.2 any consent

4.1.3 any consent
has been obtained o

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

der or superior landlord under the

's mortgagee; and

's insurers

any Lease is completed.

4.2 The Owner shall pr
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opies of the keys as necessary.

4.3 The Owner underst
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shall either provide
for an EPC to be pr

be unable to market the Property
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PC or instruct the Agent to arrange
at the cost of the Owner).

4.4 The Owner shall pa
Terms and Condition

the Agent in accordance with these

4.5 The Owner shall pa
period e.g. 7>> day
base lending rate o
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n that is overdue by <<insert grace
f << e.g. 2>> per cent above the
m the due date until the date of

4.6 Subject to complian
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obligations under these Terms and
gent against any liability (including
which the Agent may reasonably
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5. Duration and Termination

5.1 The contract betwe
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gent shall come into force on the
d shall continue until terminated,

5.2 Either party may te
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giving to the other not less than
ten notice, to expire at or any time
of the Agency Period.

- 5.3 Upon the termination of the Lease by the Agent and the Owner:
- 5.3.1 the Agent shall not market, advertise or solicit tenants for the Property;
 - 5.3.2 the Commission shall not be payable (whether a Lease is granted to a Tenant introduced by the Agent or not);
 - 5.3.3 clause 6 (Renewal or Continuation of the Lease) shall continue to apply if a Lease is granted to a Tenant introduced by the Agent (but shall not apply otherwise);
 - 5.3.4 the Agent shall not be liable to the Owner for compensation for loss of agency or any similar loss (except unpaid Commission).
- 5.4 The rights to terminate the Lease by this clause 5 shall not prejudice any other right or remedy (whether in contract or otherwise) or any other breach of the Lease.
- 5.5 If at any time control of the Property is exercised by any person or group of connected persons (as defined in section 840 of the Income and Corporation Taxes Act 1988) of whom the Agent was not a member at the start of the Agency Agreement, the Agent shall forthwith give written notice to the Owner identifying the person or group of connected persons and the Agent shall be entitled to terminate the Agency Agreement within 14 days of the notice from the Agent was given, to terminate the contract.
- 6. Renewal or Continuation of the Lease**
- 6.1 The Agent shall continue to market the Property to the Tenant before the end of the term of the Lease to ensure that the Tenant has the opportunity to extend the Tenant's period of occupation of the Property to a new Lease, by holding over or otherwise, and the Agent shall be entitled to negotiate the new Lease.
 - 6.2 If the Tenant remains in occupation of the Property at the expiry of the original Lease the Agent shall be entitled to charge the Tenant a Renewal Commission.
 - 6.3 The Renewal Commission shall be payable by the Tenant at the expiry of the original Lease and shall be payable by the Tenant in the following circumstances:
 - 6.3.1 in relation to the original Lease and the original joint Tenants) remains in occupation of the Property at the expiry of the original Lease and ending two years after the expiry of the original Lease;
 - 6.3.2 where the original joint Tenants) remains in occupation of the Property at the expiry of the original Lease and ending two years after the expiry of the original Lease;
- 7. Complaints [and Redress]**
- 7.1 A copy of the Agent's Complaints Procedure may be obtained on request.
 - 7.2 [If the Agent's Complaints Procedure has been exhausted and the Owner is not satisfied with the outcome, the Owner may seek redress through the redress scheme operated by the Property Ombudsman. Please note that the redress scheme may not be available to certain types of customer.]
 - 7.3 The name of the redress scheme is [The Property Ombudsman]

8. Nature of Agreement

- 8.1 The contract between the parties is personal to the parties and neither party may assign, sub-assign, charge (otherwise than by floating charge) or sub-licence the contract, or sub-contract or otherwise delegate any of its obligations under the contract, except with the written consent of the other party.
- 8.2 These Terms and Conditions, together with the Appointment Form contain the entire agreement between the parties in respect to the Property and may not be modified or varied in writing signed by the duly authorised representatives of the parties.
- 8.3 Each party acknowledges that, in entering into the contract, it does not rely on any representation, statement or warranty made by the other party except as expressly provided in these Terms and Conditions and the Appointment Form, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.4 No failure or delay in performance of the contract shall be deemed to constitute a breach of the contract or a waiver of any subsequent breach of the contract, or a waiver of any subsequent breach of the contract.
- 8.5 If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these provisions shall nevertheless remain valid as to the other provisions and shall continue to be enforceable in whole or in part.

9. Notices and Service

- 9.1 Any notice or other communication required or authorised by these Terms and Conditions to be given to the other party shall be given by the following means:
- 9.1.1 delivering it to the other party in person;
- 9.1.2 sending it by first class post; or
- 9.1.3 sending it by any other means of communication which is a reliable and expeditious means of communication.
- 9.2 Any notice or information required or authorised by these Terms and Conditions to be given to the other party at the address given in clause 9.1.2 shall be deemed to have been given on the date on which it was so posted, and proof that the notice or information was properly addressed to the other party and that it has not been so returned to the sender shall be sufficient evidence that the notice or information has been given to the other party.
- 9.3 Any notice or information required or authorised by these Terms and Conditions to be given to the other party at the address given in clause 9.1.3 shall be deemed to have been given on the date on which it was so posted, and proof that the notice or information was properly addressed to the other party and that it has not been so returned to the sender shall be sufficient evidence that the notice or information has been given to the other party.

- 9.4 Service of any documents in connection with any legal proceedings concerning or arising out of or in relation to this agreement shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.
10. **VAT**
All sums payable under the agreement shall be exclusive of any value added tax or other applicable tax which shall be added to the sum in question.
11. **Relationship of the Parties**
Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Owner and the Agent.
12. **Jurisdiction**
These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of England and each party hereby submits to the non-exclusive jurisdiction of the English courts.