COMMERCIAL LET (MAN

S

These Terms and Conditions appendix manage a tenanted commercial provide the Age Appointment Form.

1. **Definitions**

"Agency Period"

"Appointment Form"

"Commission"

"Lease"

"Owner"

"Property"

"Rent"

"Rent Deposit"

"Tenant"

- 1.1 Any reference in expressions, includ telex, cable, facsimi
- 1.2 Any reference in th statute shall be co amended, re-enacted
- 1.3 The headings in this interpretation.

2. Appointment of Agent

2.1 The Owner appoint by carrying out the

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AND CONDITIONS

pent>> ("**Agent**") is appointed to Conditions form the basis of the em carefully before signing the

rting on the date this contract ending when this contract is

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

[means << >>% of the Rent due perty during the Agency Period];

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

the Property;

identified in the Appointment

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.

nience only and shall not affect its

ir agent in relation to the Property e 3.

2.2 Unless otherwise st the Agency Period purposes mentioned

3. The Agent's Duties

- 3.1 If the Owner so red information (such a numbers) the Ag department and ar identity of the Tenal
- 3.2 Subject to the Age Owner or through relating to the Prope
 - 3.2.1 the Agent sh occupation (charges for Agent shall the Property
 - 3.2.2 the Agent sh the Owner's managemen
 - 3.2.3 the Agent Property (bu Owner);
 - 3.2.4 the Agent s invoice or de
 - 3.2.5 the Agent s that appear
 - 3.2.6 the Owner n of payment
- 3.3 If so required by t being completed by Deposit as stakeho terms of his appoint
- 3.4 The Agent shall on sums due from the
- 3.5 If a service charge i
 - 3.5.1 prepare an a
 - 3.5.2 issue the e with explana charge year
 - 3.5.3 issue invoice
 - 3.5.4 issue a serv service char







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

Agent possessing the necessary byiders and the relevant account ocal Authority Business Rates nd other service providers of the

by way of a float provided by the t) 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

ice charge and other sums due to llord'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 e Rent Deposit as required by the

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

the Agent shall:

al by the Owner;

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];





- 3.5.5 maintain ap service chai charge year;
- 3.5.6 in the event that the serv without any
- 3.5.7 ensure that funds) are keep
- 3.6 If Rent or any othe Agent shall notify the telephone calls, visi
- 3.7 The Agent shall in findings to the Own
- 3.8 The Agent shall, if more frequent insp Owner.
- 3.9 The Agent shall ad and any items requ Agent's attention.
- 3.10 The Agent shall ad other parties relating
- 3.11 The Agent shall t Property, including following basis:
 - 3.11.1 the cost of a the Owner;
 - 3.11.2 if the cost amount, e.g without refer
 - 3.11.3 if the cost o 250>> or mo to proceed v
 - 3.11.4 if the work n the Owner's without the p
 - 3.11.5 the Agent maintenance amount, e.g.
- 3.12 The Agent shall ke transactions relating Owner permit the 0 such records and a (but not exceeding)
- 3.13 The Agent shall wir Agency Period and statement setting or

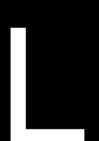
3.13.1 all Rent and













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

the Agent shall inform the Owner ed incorrectly and will be adjusted

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

working days after falling due, the mpt to obtain payment by making iding 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 $\pounds{<}{<}{\mathsf{insert}}$ 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 II at the reasonable request of the ited representatives to inspect all is thereof at all reasonable times ins).

he end of each month during the y thereafter send to the Owner a erty: 3.13.2 all expenses 3.13.3 the Commiss 3.13.4 the amount I for that month.

3.14 Having sent the star 3.14.1 the Commis

> 3.14.2 such amour amount, e.g. and remit the balan

- 3.15 If there are insuffici Agent shall notify th
- 3.16 The Agent shall n reasonable times and advice relating
- 3.17 The Agent shall no relating to the use notify the Owner if regulations in relation
- 3.18 The Agent shall ot licences, permits a performance of its c
- 3.19 The Agent shall ac sound commercial
- 3.20 The Agent shall en: by any professional is a member.
- 3.21 Subject as provide which the Owner r entitled to perform manner as it may th

4. The Owner's Commitmen

- 4.1 The Owner confirmation 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 Period.

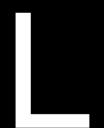
4.2 The Owner shall p confirms that the Ag











at

Agent shall retain:

to top the float up to £<<insert

>> days.

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

ff available to the Owner at all 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 e 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

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

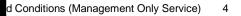
der or superior landlord under the

's mortgagee; and

's insurers

e for the duration of the Agency

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



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- 4.3 The Owner shall conditions:
 - 4.3.1 the Commis
 - 4.3.2 any other c agreed betw
- 4.4 If in any month the Commission the Ov
- 4.5 At the commencer float of £<<insert a Owner.
- 4.6 When requested by the float so that it re
- 4.7 The Owner shall pa period e.g. 7>> day base lending rate of payment.
- 4.8 The Owner shall r resident and unders accordance with t Revenue & Custom
- 4.9 Subject to complian Conditions, the Ow but not limited to a incur in defending being held out as th

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 per time after the end or
- 5.3 Upon the terminatio
 - 5.3.1 the Agent sh
 - 5.3.2 the Commis
 - 5.3.3 the Agent st loss of agen Commission
- 5.4 The rights to termir any other right or re any) or any other br
- 5.5 If at any time contro Taxes Act 1988) of persons (as defined at the start of the A







cordance with these Terms and

Appointment Form or otherwise gent.

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

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

nall add further sums of money to nt, e.g. 500>>.

h 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 y be required to deal with Rent in ords Scheme operated by HM

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

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

giving to the other not less than written notice, to expire at or any is">> of the Agency Period.

h the Agent and the Owner:

Property;

yable;

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

40 of the Income and Corporation any person or group of connected ct) not having control of the Agent shall forthwith give written notice to the Owner ident Owner shall be enti to the Agent within terminate the contra









up of connected persons and the han << >> months written notice ptice from the Agent was given, to

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].]

pent 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

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

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

d Conditions (Management Only Service) 6

Complaints [and Redress 6.

- A copy of the Age 6.1 request.
- 6.2 [If the Agent's com Owner is not satisfi the redress schem redress scheme m customer.
- 6.3 The name of the Ombudsman Servi

7. Nature of Agreement

- 7.1 The contract betwe neither party may charge) or sub-licer delegate any of its the other party.
- 7.2 These Terms and 0 entire agreement b not be modified e authorised represer
- 7.3 Each party acknowl any representation. in these Terms and warranties or other the fullest extent pe
- 7.4 No failure or delay contract shall be de party of a breach of waiver of any subse
- 7.5 If any provision of competent authority Terms and Conditid the remainder of the

Notices and Service 8.

- 8.1 Any notice or othe Conditions to be giv
 - 8.1.1 delivering it
 - 8.1.2 sending it by

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8.1.3 sending it by means of co

to the other party at

- 8.2 Any notice or inform which is not returned been given on the and proof that the properly addressed so returned to the information has bee
- 8.3 Any notice or inform comparable means given on the date o as provided in clau 8.4 within 24 hours
- 8.4 Service of any d concerning or arisir causing it to be deli or to such other ad from time to time.

9. **VAT**

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

10. Relationship of the Partie

Nothing in these Terms a partnership or the relations Agent.

11. Jurisdiction

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







simile transmission or comparable

use 8.4.

e manner provided by clause 8.1.2 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 ient 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 rty at the address given in clause

oses 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

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

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