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These Terms and Conditions apply to the Tenant of a commercial property to which these Terms and Conditions form the basis of the lease. Please read them carefully before signing the Agreement.

The Agent (>> (“Agent”)) is appointed by the Tenant of the lease to a new tenant. The Tenant must contact with the Agent so please read

1. Definitions

“Agency Period”

starting on the date this contract is signed and ending when an assignment of the Lease is completed;

“Appointment Form”

the form to be completed and signed by the Tenant in order to appoint the Agent as

“Assignee”

the assignee or licensee to whom the Lease is

“Commission”

the fee which is payable to the Agent on completion of an assignment of the Lease;

“Lease”

the licence or licence to occupy relating to the Property in which the Tenant is the tenant or

“Property”

the property identified in the Appointment Form.

“Tenant”

the person named in the Appointment Form.

1.1 Any reference in these Terms and Conditions to expressions, including “writing”, or cognate expressions, including telex, cable, facsimile, electronic communication effected by e-mail, or any other means.

Any reference in these Terms and Conditions to “writing”, or cognate expressions, including telex, cable, facsimile, electronic communication effected by e-mail, or any other means.

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

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

1.3 The headings in this section are for convenience only and shall not affect its interpretation.

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2. Appointment of Agent

2.1 The Tenant appoints the Agent as their agent in relation to the Property by carrying out the steps set out in clause 3.

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2.2 Unless otherwise stated, the Agent shall act as the Tenant’s agent for the purposes mentioned in the Appointment Form, the Tenant shall not during the Agency Period act as the Tenant’s agent for the purposes mentioned in the Appointment Form.

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3. The Agent's Duties

- 3.1 The Agent shall make the assignment of the Lease on market terms in accordance with the instructions in the Appointment Form.
- 3.2 Without prejudice to clause 3.1, the Agent shall prepare particulars of the Property in description [, video footage] and photographs and, once they have been approved by the Tenant, the Agent shall prepare the particulars in electronic form and add the particulars to its website.
- 3.3 The Agent shall give effect to the appropriate terms to be sought for the assignment.
- 3.4 The Agent shall, if requested by the Tenant and at the Tenant's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property. The Agent will be responsible for the cost of the EPC for the Property unless a valid EPC is available.
- 3.5 The Agent shall deal with potential assignees, arrange and conduct viewings of the Property and inform the Tenant of the outcome of all enquiries and viewings.
- 3.6 The Agent shall notify potential assignees who express an interest in taking an assignment of the Lease.
- 3.7 The Agent shall take account of references on any potential assignee who has indicated a firm intention to take an assignment of the Lease and shall forward the references to the Tenant.
- 3.8 The Agent shall liaise with the Assignee's legal advisers and provide them with the necessary assistance to achieve completion of the assignment of the Lease.
- 3.9 The Agent shall liaise with the landlord and any superior landlord (or their agents or legal advisers) to obtain any consent required to enable the Assignee to occupy the Property until completion of the assignment.
- 3.10 The Agent shall notify the Assignee to occupy the Property until completion of the assignment.
- 3.11 If the Agent holds a copy of the Lease relating to the Property the Agent shall hand such copy of the Lease to the Assignee on completion of the assignment.
- 3.12 The Agent shall within 14 days of the Assignee being notified of exchange of contracts in relation to the assignment of the Lease submit to the Tenant an invoice for the Commission.
- 3.13 The Agent shall make available to the Tenant at all reasonable times and on request during the Agency Period for the purposes of completion of the proposed assignment all documents relating to the proposed assignment.
- 3.14 The Agent shall obtain during the Agency Period all licences, permits and consents necessary or advisable for the performance of its duties under the Terms and Conditions.
- 3.15 The Agent shall act with due diligence and in accordance with the Terms and Conditions.
- 3.16 Subject as provided in the Terms and Conditions and to any directions properly given, the Agent shall be

entitled to perform
manner as it may th

Terms and Conditions in such

4. The Tenant's Commitmen

4.1 The Tenant confirm
entitled to assign th

nant(s) under the Lease and are
The Tenant confirms that:

4.1.1 any consent
Lease;

der or superior landlord under the

4.1.2 any consent

t's mortgagee; and

4.1.3 any other co

has been obtained
completed.

re an assignment of the Lease is

4.2 The Tenant shall p
confirms that the Ag

o sets of keys to the Property and
opies of the keys as necessary.

4.3 The Tenant unders
unless a valid Ener
shall either provide
for an EPC to be pr

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

4.4 The Tenant shall c
confirm their accur

s prepared by the Agent and shall
any required changes.

4.5 If the Agent has wi
similar) board at th
erect or maintain su

nant placed a "lease for sale" (or
hall not permit any other agent to
ty during the Agency Period.

4.6 The Tenant shall ir
Period from potentia

offers received during the Agency
ot been introduced by the Agent.

4.7 The Tenant shall p
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the Agent in accordance with these

4.8 The Tenant shall p
grace period e.g. 7%
the base lending ra
payment.

ision that is overdue by <<insert
ate of << e.g. 2>> per cent above
from the due date until the date of

4.9 Subject to complian
Conditions, the Ten
but not limited to a
incur in defending a
being held out as th

bligations 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

agent shall come into force on the
and shall continue until terminated,

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

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

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- 5.3 Upon the termination of the Lease by the Agent and the Tenant:
 - 5.3.1 the Agent shall not, directly or indirectly, market, advertise or solicit an assignee for the Lease;
 - 5.3.2 the Commission shall not be payable if the Lease is assigned to an Assignee into the Lease (but shall not be payable otherwise);
 - 5.3.3 the Agent shall not be liable to pay the Tenant 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 (including in respect of the breach concerned (if any) or any other breach of the Lease).
- 5.5 If at any time controlled by the Agent (within the meaning of section 840 of the Income and Corporation Taxes Act 1988) of any person or group of connected persons (as defined in section 840 of the Act) not having control of the Agent shall forthwith give written notice to the Tenant identifying the group of connected persons and the Tenant shall be entitled to terminate the contract if more than << >> months written notice from the Agent was given, to terminate the contract.

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6. Complaints [and Redress]

- 6.1 A copy of the Agent's complaints procedure may be obtained on request.
- 6.2 [If the Agent's complaints procedure has been exhausted and the Tenant is not satisfied with the outcome, the Tenant may seek redress through the redress scheme operated by the Agent or a member. Please note that the redress scheme may not cover all types of complaints from certain types of customer.]
- 6.3 The name of the [Ombudsman Service] is [The Property Ombudsman] [Ombudsman Service] [Property Redress Scheme].]

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7. Nature of Agreement

- 7.1 The contract between the Agent and the Tenant is personal to the parties and neither party may assign the contract (other than by floating charge) or sub-licence the contract (under, or sub-contract or otherwise) to any other party, except with the written consent of the other party.
- 7.2 These Terms and Conditions and the Appointment Form contain the entire agreement between the parties with respect to the proposed assignment of the Lease and shall not be modified except by an instrument in writing signed by the representatives of the parties.
- 7.3 Each party acknowledges that, in entering into the contract, it does not rely on any representation, warranty or other statement made by the other party, and all conditions, warranties or other statements made by the other party or common law are excluded to the fullest extent permitted by law.

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11. **Jurisdiction**

These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the State of New York, and each party hereby submits to the non-exclusive jurisdiction of the courts of the State of New York.

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