This ESCROW AGREEMENT is r

BETWEEN THE FOLLOWING PA

- (1) <<Insert full name of seller <<England and Wales>> u registered office is at <<Ad</p>
- (2) <<Insert full name of buyer registered in <<England an whose registered office is a
- (3) <<Insert full name of escro [<<Name of Company>> a registration number << Reg (hereinafter referred to as '

WHEREAS:

- A. The Seller and the Buyer this Escrow Agreement
- B. The Sale Agreement state no obligations or liability to agent on or within <<ins Agreement enter into this I
- C. The Buyer and the Seller agent and the Escrow Age Agreement
- The Sale Agreement did no each party to this Escrow obligations under it in cons
- E. [A copy of the [signed] S Agreement]
- F. [The Buyer is a "Consul Consumer Rights Act 2015

1. Definitions

In this Escrow Agreement:

1.1 "Claim" means any Escrow Agreement also have under the that the Seller deliver or any other exprese [**or either failed to specified for deliver the Buyer after the delivery], whether of the time it notifies it

er>>] OR [a company registered in << Reg number >> whose >>] ("the Seller"); and

> ss of buyer>>] **OR** [a company ation number << Reg number >> d office>>] ("the Buyer"); and

Ill address of escrow agent>>] OR <England and Wales>> under tered office is at <<Address>>

reement on or before the date of

ect and the Seller and Buyer have ess and until they and an escrow days after the date of the Sale

the Escrow Agent as their escrow appointment set out in this Escrow

or the Buyer to enter into this but ses to do so and to undertake its arty also doing so

ed as a Schedule to this Escrow

g of that expression under the

er pursuant to a provision of this iny such claim as the Buyer may 015 or other consumer legislation) of in accordance with the Warranty quirement of the Sale Agreement elivery to the Buyer within the time t or tendered them for delivery to r case the Buyer did not accept tantiated in detail by the Buyer at



- 1.2 "Escrow Account" Financial Services the Escrow Agent;
- 1.3 "Escrow Bank" me Escrow Agent;
- 1.4 "Escrow Sum" me amount>> as part of
- 1.5 "Fee" means the fe agreeing to underta
- 1.6 "Goods" means <<I
- 1.7 "Inspection Period" for inspection, but "Consumer")>> aft Buyer;
- 1.8 "Price" means the s
- 1.9 "Sale Agreement" r
 Buyer, the terms of
 each of them] unde
 the Buyer and, in
 Seller for the Good
 subsequently enter
- 1.10 [**"Seller's Claim r delivery of the Goo Sale Agreement, t Goods;]
- 1.11 "Warranty" means

[the following expl warranty wording fr OR

[the express term i that the Goods wi requirements set o reject the Goods a Period that the Goo

1.12 "Warranty Period" r for warranty period "Consumer">> after

2. Details of Escrow Account

Within <<insert number of is signed by the parties to writing of the details of the branch, the sort code of alifying for protection under the at the Escrow Bank in the name of

tuated in England chosen by the

Price **OR** [the sum of £<<Insert

 payable to the Escrow Agent for s Escrow Agreement;

of the goods>>;

Insert number of days, e.g 7 days ast 30 days where the Buyer is a Seller delivers the Goods to the

be paid>>;

writing between the Seller and the anty, [signed [by] [or on behalf of] is to sell and deliver the Goods to r agrees to pay the Price to the such escrow agreement as they it:

e Seller that the Seller tendered e time specified for delivery in the ccept delivery of or rejected the

Agreement: "<<Insert full text of ncluding the Warranty Period>>;]

nder which the Seller undertakes Warranty Period conform to the der which the Buyer is entitled to if it is found during the Warranty Warranty;

sert number of days, e.g 90 days t 30 days where the Buyer is a r delivers the Goods to the Buyer.

nours after this Escrow Agreement I notify the Seller and the Buyer in ng the name of the bank, the bank of the account, and the account



number.

3. Payment of Escrow Sum

3.1 [The Buyer shall pa in full without any on number of days>> [within <<insert nur Account;]

OR

[The Buyer shall pa funds transfer] in f [within <<insert nur the Escrow Accoun

3.2 The Escrow Agent Escrow Account au days>> days after it

4. Delivery and proof of deli

- 4.1 Within <<insert nur Agent's confirmatio for delivery to the E the Sale Agreemen the Goods;
- 4.2 Upon delivery of the the Escrow Agent the and signed written provide a copy of the communicate with Buyer issued a recommunication the shall endeavour to the state of the
- 4.3 The Escrow Agent v this Escrow Agreem
 - 4.3.1 the Buyer's
 - 4.3.2 a copy of a appears to b
 - 4.3.3 other evider (whether or Sale Agreen
 - 4.3.4 the Escrow A 4.3.4.1 state 4.3.4.2 recei belie

5. The Escrow Account

- 5.1 The Escrow Sum (
 Escrow Agreement, otherwise than on the content of the conte
- 5.2 The Escrow Sum is

Escrow Agent [by banker's draft]
Ish [forthwith] OR [within <<insert
Agent shall then [forthwith] OR
If the Escrow Sum into the Escrow

the Escrow Account [by electronic or set off in cash [forthwith] **OR** ter being notified of the details of

er that the Escrow Sum is in the funds within <<insert number of

er the Seller receives the Escrow Seller shall despatch the Goods any relevant requirements under crow Agent that it has despatched

the Buyer, the Seller shall notify oods, the Buyer shall give a dated o the Seller, and the Seller shall w Agent. The Escrow Agent shall he Buyer's confirmation that the n [7] days of the Escrow Agent's ch confirmation, the Escrow Agent delivery having occurred;

roof of delivery for the purposes of

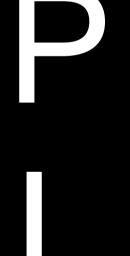
delivery of the Goods; or ed by the Buyer which on its face

stablishes that delivery occurred e date specified for delivery in the

oof of delivery only a
by the Seller; or
Escrow Agent has reason to
eipt of the Buyer.

ow Account on the terms of this released from the Escrow Account greement;

for:





5.2.1 payment of expiry of the [**or succes

5.2.2 return of that

- 5.3 All interest earned whichever of the S Escrow Sum pursua
- 5.4 The Seller and the the Escrow Agent a as are necessary to

6. Claim of the Buyer

- 6.1 [**The following pre 6.1:
 - 6.1.1] As soon a Buyer shall and shall no Escrow Age under this C Goods whice express or in the therefore accepts the

Any such Claim. If the of the Inspection of the

[**6.1.2 If the Buye specified for <<insert nur Agent and to 6.1.2.

The Buyer of the Goods I specified for the same tin the delivery Goods will I decides to a longer have previous such

- 6.2 Except where the B been deemed to be Period and the Esc the Goods (whethe Agreement), the Esc and any interest in the Beautiful Section 1.
- 6.3 [**If the Seller ten delivery in the Sale rejects the Goods,

y the Buyer to the Seller either on he event of an unsuccessful Claim

the event of a successful Claim;

will accrue and is to be paid to mes entitled to and receives the nent:

ovide all necessary instructions to in relation to the Escrow Account of to this Escrow Agreement.

y make a Claim under this Clause

e after delivery by the Seller, the e purpose of this Clause 6.1[**.1] of the Inspection Period notify the ing that EITHER he has a Claim fect that the Seller has delivered with the Warranty or any other nt of the Sale Agreement and that der this Clause 6.1[**.1] OR he 6.1[**.1].

nt detail to identify the basis of the ch a Claim notification by the end e deemed to have accepted the the end of the Inspection Period;

ery of the Goods within the time greement the Buyer may within biry of that time notify the Escrow he has a Claim under this Clause

1.2 properly reject any delivery of subsequent to expiry of the time eement provided that the Buyer at gent in writing that he has rejected does give such notification, the been delivered but if the Buyer uent delivery tendered, he will no under this Clause 6.1.2 and any to have been withdrawn;]

has not been resolved [**and not vith upon expiry of the Inspection of the Buyer accepting delivery of er the time permitted by the Sale e and pay all of the Escrow Sum e Seller:

ods within the time specified for rer does not accept delivery of or Escrow Agent in writing that the



Buyer has rejected

- 6.4 If the Goods are a pursuant to Clause rejects them under
 - 6.4.1 he shall (at tallow the Says>>days days>> day ensure that condition the
 - 6.4.2 if the Claim Seller, the E extent that t (as decided Seller), it wil
 - 6.4.3 if the Claim Seller shall the cost waterided by Seller), it wil
 - 6.4.4 when the Se same time r when the Go then confir collection/re
- 6.5 [**If the Escrow Ao there was a tender Clause 6.1.2 and th
 - 6.5.1 subsequent Agreement,
 - 6.5.2 prior to that
- 6.6 The notification of a will be proof that su was made. No issu be raised or pursue

7. Release of Escrow Sum a Claim]

Where a Claim [** or Seller the Escrow Sum, and the S

- 7.1 Pending resolution rejected and collect who shall keep their returned [** or if the Buyer, the Seller shin when tendered];
- 7.2 Where it is resolved but the Buyer did

d that he has a Seller's Claim;]

the Buyer but he makes a Claim are tendered to the Buyer but he

er return the Goods to the Seller or bods, within <<insert number of [** or within <<insert number of d in either case the Buyer shall ted or returned are in the same lelivery:

s then resolved in favour of the of their return or collection. To the reasonably incurred by the Seller not agreed between the Buyer and from the Buyer;

esolved in favour of the Buyer, the irn or collection. To the extent that ably incurred by the Buyer (as t agreed between the Buyer and from the Seller:

returns the Goods, he shall at the so that he can check whether and urned, and the Escrow Agent shall hd Seller whether and when

hich he decides establishes that s which the Buyer rejected under

pecified for delivery in the Sale roof of proper rejection; or

be proof of improper rejection;]

im] received by the Escrow Agent laim] was made and of the date it 'Claim" [**or "Seller's Claim"] may the anotification.

solution of a Claim [**or Seller's

scrow Agent shall release and pay ted Goods, as follows:

er's Claim], the Goods delivered, so Seller will be held by the Seller as they were in when collected or for delivery but rejected by the the same condition as they were

cessful (i.e. that delivery occurred and reject the Goods within the

Inspection Period, of the Inspection Peri implied term or required Clause 6.1.2 unsuccessful or the that the Buyer imposhall immediately rethe Escrow Account the Goods to the days/hours>> hours

- 7.3 Where however it i occurred, that the I Inspection Period, Inspection Period) implied term or requunder Clause 6.1.2 Seller's Claim is un rejection of a tendimmediately release Escrow Account to Seller for the Price;
- 7.4 For so long as a C deemed to be with the Escrow Account

8. Means of resolving a Claim

- 8.1 For the purpose of the firm of the release to whether the last term or requested the last term or rejection of the Goo
- 8.2 The issues may be
 - 8.2.1 proof of delive 4.3 above;
 - 8.2.2 [**where the specified for accordance the tendered
 - 8.2.3 proof that th Goods and t 6.5 and 6.6;
 - 8.2.4 proof of retu
 - 8.2.5 [**proof that date of doing
 - 8.2.6 unconditiona all issues (v

ed were not (on delivery or within /arranty or any other express or eement), [**or, where the Claim is im, it is resolved that the Claim is sful, i.e. that delivery occurred or r for delivery], the Escrow Agent Escrow Sum and any interest in Seller redelivering [**or delivering] s expense within <<number of Seller's Claim] is resolved:

n is successful (i.e. that delivery and rejected the Goods within the ered (on delivery or within the Varranty or any other express or eement), [** or, where the Claim is tim, the Claim is successful or the very has not occurred or that any roper)], the Escrow Agent shall row Sum and any interest in the er will not have any liability to the

is not resolved or a Claim is not t shall not release any amount in e Seller.

a Claim will be treated as resolved determined (as the case may be, and rejected the Goods within the of Warranty or other express or the Seller delivered the Goods to very in the Sale Agreement, any rn or collection of Goods:

of the following means:

will be in accordance with Clause

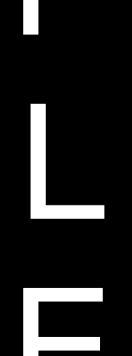
oods were tendered after the time e Agreement, proof will be in as to whether proper rejection of

Inder Clause 6.1 and rejected the e in accordance with Clauses 6.1,

will be in accordance with 6.4.4;

's Claim under Clause 6.3 and the with Clauses 6.3 and 6.6;

etween the Buyer and Seller as to by mediation or other means of



dispute reso

- 8.2.7 unconditional expressly activery and or any other Agreement tendered to Agreement];
- 8.2.8 [**uncondition
 which expression
 time specifies
 were not del
- 8.2.9 determination by either be agreement be
- 8.2.10 final determ from which t

9. Payment of Price

The release of the Escropayment of the [sum release for the Buyer, and the Se Price made out to the Buyer]

10. Method of Payment

Unless otherwise agreed the Escrow Account to the Buy favour of the [Seller/Buyer] account, as follows:

Buyer:

Bank: << Branch: << Sort Code: << Account Name: << Account Number: <<

Seller:

Bank: << Branch: << Sort Code: << Account Name: << Account Number: <<

11. Role of and liability and F

- 11.1 Except as may be Agent shall (in relat act as a trustee and
- 11.2 The Escrow Agent acting (including meterms of this Escro

upon at any time by them);

im by the Buyer in writing which ivered to him were at the time of griod not in breach of the Warranty erm or requirement of the Sale were delivered to him or were pecified for delivery in the Sale

ller's Claim by the Seller in writing not tender the Goods within the e Agreement and that the Goods

bitrator appointed for the purpose ror pursuant to any arbitration

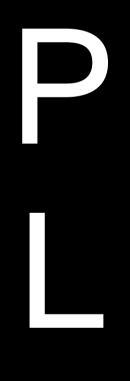
a court of competent jurisdiction

6.2 or 7.2 will be deemed to be rice by the Escrow Agent as agent crow Agent with a receipt for the shall then forward to the Buyer.

ent required to be made from the nade by way of a [banker's draft in nsfer to the Buyer's or the Seller's

is Escrow Agreement, the Escrow nt, the Escrow Sum and generally) er and the Seller:

ay to either the Seller or Buyer for yood faith in accordance with the vill not be required to make any



investigation of any

11.3 On the date that the pay the Fee to the I

12. Data Protection

- 12.1 In this Clause 12:
 - 12.1.1 "Data Protection time to and privacy law version cas it forms Northern Ire (Withdrawal) made there Regulations
 - 12.1.2 "personal da Legislation;
 - 12.1.3 "First Party" Agreement (and
 - 12.1.4 "Other Partie instance cor
- 12.2 All personal data the held by that First F Legislation and the Parties.
- 12.3 For complete detail retention of personal personal data is use Parties' and any the data sharing (where Notice of the First the Schedule to this
- 12.4 [All personal data to Parties under this E terms of the Data pursuant to this Eso

13. Effect of Escrow Agreem

The provisions of this Esc pursuant to any of those prejudicing, or otherwise (relating to any attribute of or late delivery of the Good the Buyer as a Consume consumer legislation] whic provision of this Escrow Ag nan provided by its terms;

s made, the [Buyer]/[Seller] shall

all applicable legislation in force dom applicable to data protection to, the UK GDPR (the retained EU ection Regulation ((EU) 2016/679), gland and Wales, Scotland, and tion 3 of the European Union otection Act 2018 (and regulations and Electronic Communications

as defined in the Data Protection

espective parties to this Escrow nere the Buyer is a "Consumer");

this Escrow Agreement who in the Party.

e will be collected, processed, and the provisions of Data Protection rotection Legislation of the Other

llection, processing, storage, and imited to, the purpose(s) for which es for using it, details of the Other w to exercise them, and personal Parties should refer to the Privacy es of each Party are [attached in ilable on request to that Party].

Party with one or both of the Other be shared in accordance with the intered into on <<insert date>>

exercise of any right or remedy the effect of excluding, limiting, nedy, obligation, duty or liability f any attribute, or any non-delivery , [including any right or remedy of sumer Rights Act 2015 or other y have other than pursuant to any

14. Law and Jurisdiction

- 14.1 This Escrow Agree
 Buyer and Escrow a
 by, and construed i
 Ireland] [Scotland].
- 14.2 If the Buyer is a provisions of the la 14.1 above takes a those provisions. proceedings or clair relating to this E (whether contractus courts of England, No Buyer's residency.
- 14.3 If the Buyer is a b and the relationship or any matters aris or otherwise) shall I [England and Wale

15. Execution

This Escrow Agreement n each such counterpart will constitute one and the sam

IN WITNESS whereof the parties and year first before written

THE SELLER

Signed by [*Full Name*] (the Seller DR

Signed by [Name of Director] on

[Director]

THE BUYER

Signed by [Full Name] (the Buye OR

Signed by [Name of Director] on

[Director]

THE ESCROW AGENT

Signed by [*Full Name*] (the Escro

ip between all and any of Seller, al or otherwise) shall be governed w of [England & Wales] [Northern

will benefit from any mandatory esidence. Nothing in Sub-Clause rights as a Consumer to rely on sumer, any dispute, controversy, f Seller, Buyer, and Escrow Agent the relationship between them subject to the jurisdiction of the nern Ireland, as determined by the

oncerning this Escrow Agreement Seller, Buyer, and Escrow Agent, ted therewith (whether contractual clusive jurisdiction of the courts of otland].

arate counterparts by each party, ginal and all of them together will

his Escrow Agreement on the day

Seller)

Buyer)

.....

Signed by [Name of Director] on be

[Director]

scrow Agent)

[attach a cop [attach a copy of ea

eement]

of the Parties]