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PROPERTY FINDER'S FEE A (TIAL) – FIXED COMMISSION

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Client>> of <<insert Address>> (the "Client") and
- (2) <<Name of Property Finder>> incorporated in <<Country of Registration>> under number <<Company Number>> [of <<insert Address>> ("the Property Finder") whose registered office is at] **OR**

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BACKGROUND:

- (1) The Client wishes to find a property to rent or buy for its own non-business use.
- (2) The Property Finder has a list of potential buyers and tenants to potential sellers and landlords.
- (3) The Client wishes to be introduced to potential sellers or landlords and is willing to pay to the Property Finder a fee if the Client enters into a sale or rental contract as a result of such introduction. The fee shall be by way of commission as set out in this Agreement.

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IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

"Applicable Contract"

means the sale or rental of a Prospective Property by the Client and a Prospective Seller entered into after an Introduction and the completion of the Applicable Contract. For the purposes of this Agreement, the Applicable Contract shall be deemed to be entered into when it has been executed by the relevant Prospective Seller and interpreted accordingly;

"Business Day"

means any day other than a Saturday or Sunday) on which the relevant premises are open for their full range of services at <<insert location>>;

"Business"

means any trade, craft or profession carried out by any other person/organisation;

"Consumer"

means a natural person acting as defined by the Consumer Protection Act in relation to this Agreement as a private customer of the Property Finder for their personal use and for purposes other than mainly outside the purposes of any business;

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“Introduction”

to the Client by the Property details of a Prospective Seller. s equally to “Introduce”, producing”;

“Introduction Commission”

payable by the Client to the et out in Clause 7;

“Model Cancellation Form”

ncellation form attached as

“Prospective Property”

England and Wales that fulfils the edule 1;

“Prospective Seller”

a Prospective Property;

“Retainer Fee”

ble by the Client to the Property Clause 4;

“Search Period”

<insert details, e.g. 18 weeks>> of this Agreement;

“Term”

is Agreement as set out in Clause

“Time Limit”

is <<insert details, e.g. one er first occurs either the date on t terminates pursuant to its terms he end of the Search Period ;

“We/Us/Our/Ours”

Finder and includes all nd sub-contractors of the Property

“You/Your”

Consumer who is a customer of

1.2 Each reference in includes electronic fax or other means.

ing”, and any similar expression, r sent by e-mail, [text message,]

1.3 Each reference to statute or provision

f a statute is a reference to that ed at the relevant time.

1.4 Each reference to a

to a schedule to this Agreement.

1.5 The headings used affect the interpreta

for convenience only and do not

1.6 Words signifying the

lude the plural and vice versa.

1.7 References to any g

her gender.

1.8 References to pe corporations.

text otherwise requires, include

2. Information about Us

2.1 We are a <<insert limited company etc

e trader, partnership, LLP, private

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2.2 [We trade under the name <<insert company name>>.]

2.3 [We are registered in <<insert country>> under number <<Company Registration Number>>.]

2.4 [Our registered office is <<insert address>>.]

2.5 [Our main trading address is <<insert address>> if different from registered office or if no registered office <<insert address>>.]

2.6 [Our VAT number is <<insert VAT number>>.]

2.7 [We are a member of <<insert association(s) etc.>>.]

2.8 [<<Insert further information>>.]

3. **Communication and Contact**

3.1 If You wish to contact Us by telephone, You may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.

3.2 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout this Agreement). When contacting Us in writing You may use the following methods:

3.2.1 contact Us by email at <<insert email address>>; or

3.2.2 contact Us by post to <<insert address>>, <<insert company or business name>>, <<insert address>>.

4. **Appointment of the Property Agent and Retainer Fee**

4.1 You hereby appoint Us as Your Property Agent and introduce to Us all Prospective Sellers and Introduce them to Us in accordance with Clause 5.1.

4.2 You shall pay to Us a Retainer Fee of the sum of £<<insert sum>> as stated in Clause 5.2. This Retainer Fee shall be paid to Us when the Retainer Fee Agreement is entered into the sum of £<<insert sum>> plus any VAT chargeable on it. [We will refund the Retainer Fee to You if You do not make any such VAT if You later make a payment of Introduction Fee to Us.]

4.3 [You shall not appoint any other Property Agent to perform a similar role to Ours during the Search Period.] You shall not appoint any other Property Agent to perform a similar role to Ours during the Search Period and You may appoint Us to perform a similar role during the Search Period.

4.4 We shall have no authority to bind You in any way or incur any form of liability, including, but not limited to entering into contractual relationships, and we shall hold Ourselves out as having no authority or capacity to do so.

4.5 We shall not, without Your prior written consent, have any authority or capacity to enter into any agreements, including (pre-contractual or otherwise) on Your behalf [save as expressly provided in Clause 5.7].

4.6 We shall, in all our dealings with Prospective Sellers, ensure that such Prospective Sellers are aware that we are representing You in Our capacity as a property search agent and that we do not have any other form of relationship with You. [We shall ensure that such Prospective Sellers are aware of Clause[s] 5.7 [and 5.8]].

4.7 You acknowledge that it is Your responsibility to investigate or provide

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any advice or information

4.7.1 as to whether the details provided by Us are in accordance with the terms of Schedule 1 or whether any such property is suitable for the purposes;

4.7.2 concerning the Seller,

and accordingly You shall carry out the necessary due diligence and take such steps as are necessary to satisfy Yourself in those respects.

details are provided by Us are in accordance with the terms of Schedule 1 or whether any such property is suitable for the purposes;

Seller,

ing stated or provided to You by Us and You shall carry out the necessary due diligence and take such steps as are necessary to satisfy Yourself in those respects.

5. Search Period and Introduction

5.1 We shall use reasonable endeavours to identify Prospective Sellers during the Search Period.

identify Prospective Sellers during the Search Period.

5.2 The Search Period shall be a period of <<insert number e.g. 14>> days from the date of the agreement in writing in which You must pay to Us the Search Fee together with any VAT chargeable on it. [We shall also charge to You an Introductory Retainer Fee to You, together with any VAT chargeable thereon if You later make a payment of Introduction Fee.]

agreement in writing in which You must pay to Us the Search Fee together with any VAT chargeable on it. [We shall also charge to You an Introductory Retainer Fee to You, together with any VAT chargeable thereon if You later make a payment of Introduction Fee.]

5.3 [We shall make copies of the following: and enquiries in order to identify Prospective Property. Such enquiries may include any or all of the following:

and enquiries in order to identify Prospective Property. Such enquiries may include any or all of the following:

5.3.1 Searches on the land registry of the materials;

materials;

5.3.2 Enquiries of the land registry;

5.3.3 Enquiries of the land registry;

5.3.4 Enquiries of the land registry;

5.3.5 Enquiries of the land registry;

5.4 When We make Our enquiries, we shall not disclose Your identity to any person who is not a Prospective Seller or who is not a member of the Firm.

enquiries, we shall not disclose Your identity to any person who is not a Prospective Seller or who is not a member of the Firm.

5.5 We shall Introduce to You <<insert number e.g. 5>> Prospective Sellers. We shall provide full details of them in writing to You, which shall include:

OR [up to <<insert number e.g. 5>>] Prospective Sellers. We shall provide full details of them in writing to You, which shall include:

5.5.1 The full name and contact details of the Seller (including the name of Our contact if the Seller is not an individual person);

Seller (including the name of Our contact if the Seller is not an individual person);

5.5.2 Contact details including, but not limited to, telephone number, fax number, e-mail address(es) and postal address;

Seller including, but not limited to, telephone number, fax number, e-mail address(es) and postal address;

5.5.3 A detailed description of the Prospective Property including <<insert number e.g. 5>> required particulars;

Prospective Property including <<insert number e.g. 5>> required particulars;

5.5.4 <<insert address>>;

<<insert address>>;

5.5.5 <<insert address>>.

<<insert address>>.

5.6 [We shall conduct viewings of the Prospective Property for or accompany You to viewings as You may require.]

for or accompany You to viewings as You may require.]

5.7 [We shall conduct viewings of the Prospective Property on behalf as to the terms of any Applicable Contract.]

on behalf as to the terms of any Applicable Contract.]

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5.8 [We shall liaise with estate agents, surveyors, finance advisers and other parties with a view to achieving the best possible timescale for the exchange of the Applicable Property You require.]

Seller, solicitors, estate agents, and other parties with a view to achieving the best possible timescale for the exchange of the Applicable Property You require.]

6. Client's Obligations

6.1 You shall provide Us with such information as may reasonably be required by Us from time to time to carry out the Introductions under the terms of this Agreement.

as may reasonably be required by Us from time to time to carry out the Introductions under the terms of this Agreement.

6.2 If at any time during the term of this Agreement You change Your requirements with respect to the Applicable Property, You shall inform Us of such changes without delay.

If at any time during the term of this Agreement You change Your requirements with respect to the Applicable Property, You shall inform Us of such changes without delay.

6.3 You shall be under no obligation to accept any Introduction We make.

You shall be under no obligation to accept any Introduction We make.

6.4 You shall notify Us in writing of your entry into an Applicable Contract. Such notification shall include the name and address of the Prospective Seller and the date of entry into the Applicable Contract.

You shall notify Us in writing of your entry into an Applicable Contract within <<insert period>> Business Days of Your entry into the Applicable Contract. Such notification shall include the name and address of the Prospective Seller and the date of entry into the Applicable Contract.

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7. Introduction Commission

7.1 Introduction Commission shall be payable to Us together with any VAT chargeable on it shall be payable to Us together with any VAT chargeable on it when you enter into an Applicable Contract with a Prospective Seller.

Introduction Commission shall be payable to Us together with any VAT chargeable on it when you enter into an Applicable Contract with a Prospective Seller.

7.2 The Introduction Commission shall become due and payable to Us on the date of [formation] OR [completion] of the Applicable Contract.

The Introduction Commission shall become due and payable to Us on the date of <<insert period>> Business Days of the date of [formation] OR [completion] of the Applicable Contract.

7.3 Within <<insert period>> Business Days of receipt of Your notice under sub-Clause 6.4, We shall pay the Introduction Commission to You.

Within <<insert period>> Business Days of receipt of Your notice under sub-Clause 6.4, We shall pay the Introduction Commission to You.

7.4 You shall pay all such amounts to such bank account as We shall nominate, within <<insert period>> Business Days of receipt of the Introduction Commission.

You shall pay all such amounts to such bank account as We shall nominate, within <<insert period>> Business Days of receipt of the Introduction Commission.

7.5 If You fail to pay or discharge the amount due to Us under this Agreement then We shall be entitled to any other right or remedy available to Us:

If You fail to pay or discharge the amount due to Us under this Agreement then We shall be entitled to any other right or remedy available to Us:

7.5.1 that amount shall be payable to Us from the due date until payment is made in full together with interest at the bank name>> rate of <<insert percentage>>% above the <<insert rate>> per annum to time, both before and after any judgment; and

that amount shall be payable to Us from the due date until payment is made in full together with interest at the bank name>> rate of <<insert percentage>>% above the <<insert rate>> per annum to time, both before and after any judgment; and

7.5.2 We shall be entitled to suspend our services to You until the amount due to Us in full. We shall be in breach of Our obligations under this Agreement if You fail to comply with 7.5.2.

We shall be entitled to suspend our services to You until the amount due to Us in full. We shall be in breach of Our obligations under this Agreement if You fail to comply with 7.5.2.

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8. **Complaints and Feedback**

8.1 We always welcome your comments and, while We always use all reasonable endeavours to ensure that your experience as a client of Ours is a positive one, We need your feedback to ensure that we provide the best possible service to You. We need your feedback for complaint.

ments and, while We always use all experience as a client of Ours is a from You if You have any cause

8.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available on Our website at <insert website address>.

with Our complaints handling policy on(s)>>.

8.3 If You wish to comment on any aspect of Your dealings with Us, please contact Us in one of the following ways:

of Your dealings with Us, please

8.3.1 [In writing, by post to <insert name and/or position and/or department>]

at name and/or position and/or

8.3.2 [By email, to <insert name and/or position and/or department>]

at name and/or position and/or s>>];

8.3.3 [Using Our complaints form, available on Our website at <insert website address>]

g the instructions included with the

8.3.4 [By contacting <insert telephone number> (and choosing option <insert option number>)]

<insert telephone number>> [and when prompted.]]

9. **Cancellation of Contract**

Period

9.1 Where this Agreement is made in relation to the sale of a property on Your premises, You have a statutory right to a "cooling off" period. This period begins once the contract between You and Us is formally entered into.

er premises", You have a statutory begins once the contract between of 14 calendar days after that date.

9.2 If You wish to cancel the Agreement, You must inform Us immediately in writing (e.g. a letter sent by post, fax or email to the postal or email address specified in this Agreement). You must complete the Cancellation Form, but You do not have to return it to Us.

the cooling off period You should t (e.g. a letter sent by post, fax or or email address specified in this llation Form, but You do not have

9.3 To meet the cancellation period, Your communication concerning the cancellation must be received by Us within the cooling off period.

sufficient for You to send Your f the right to cancel before the

9.4 If You exercise the right to cancel, You will receive a full refund of any amount paid to the Us in respect of the Agreement.

ceive a full refund of any amount

9.5 We will refund money in the same method used to make the payment, unless You have exercised the right to cancel. In any case, You will not incur any fees as a result of the cancellation.

thod used to make the payment, e. In any case, You will not incur

9.6 We will process the refund as quickly as possible, without undue delay and, in any event, within the period of 14 days after the day on which We are informed of the cancellation.

a result of a cancellation without eriod of 14 days after the day on

9.7 If You wish Us to stop providing services to You, You must expressly request this in writing at the end of the cooling off period. By making such a request, You acknowledge and agree to the following:

of the cooling off period You must nning the request at the end of this ou acknowledge and agree to the

9.7.1 If the Introduction of Services has not been fully performed within the 14 calendar day period, You will lose the right to cancel;

een fully performed within the 14 will lose the right to cancel;

9.7.2 If You cancel the Agreement, You will be required to pay for the services provided to You up to the date of cancellation.

rovision of Our services under this e required to pay for the services

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supplied up
cancel;

9.7.3 The amount
sums that
Agreement
basis;

9.7.4 We will proc
in any event
wish to cano

You inform Us of Your wish to

work We have carried out. Any
id for Our services under this
to deductions calculated on this

insert normal refund period>> and
r days after You inform Us of Your

10. **Term and Termination**

10.1 This Agreement sh
shall continue until
Clause 5.2 if releva

the date it is signed and its Term
Period (as extended under sub-
ons of this Clause 10.

10.2 You may termina
period>>written not
of agreement>>.

by giving Us <<insert notice
time after <<insert minimum term

10.3 You may terminate
notice if:

mediate effect by giving Us written

10.3.1 We have bre
to remedy t
writing to do

any material way and have failed
ert period>> of You asking Us in

10.3.2 We enter int
over Our ass

administrator or receiver appointed

10.3.3 We are unabl
control (see

es due to an event outside of Our

10.4 We may terminate
notice if:

mediate effect by giving You written

10.4.1 You have bre
to remedy t
writing to do

any material way and have failed
ert period>> of Us asking You in

10.4.2 We have b
Agreement
outside of O

any of Our services under this
period>> weeks due to an event
(?).

10.5 For the purposes
considered 'material
terminating party. In
be had to whethe
misunderstanding.

reach of this Agreement will be
trivial in its consequences to the
a breach is material no regard will
ny accident, mishap, mistake or

10.6 If at the termination

10.6.1 You have m
provided, the
possible, an
notice;

for any services We have not yet
d to You as soon as is reasonably
calendar days of the termination

10.6.2 We have pr
due will be d

u have not yet paid for, the sums
due to You or, if no refund is due,

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We will invoice You and You will be required to make payment.

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11. Effects of Termination

If this Agreement is terminated:

- 11.1 Any Clauses which survive after the expiry or termination of the Agreement shall remain in full force and effect. (This shall include, but not be limited to, the Introduction, Confidentiality, Arbitration and Assignment Clauses of the Agreement and the Introduction, Confidentiality, Arbitration and Assignment Clauses of the Applicable Contract);
- 11.2 Termination will not constitute an admission of liability on the part of either You or Us, and neither party shall have any right to damages or other remedy as a result of any breach of the Agreement or this termination.

and You will be required to make

their nature, relate to the period of the Agreement and shall remain in full force and effect. (This shall include, but not be limited to, Your obligation to pay Us any fees in connection with the formation of an Applicable Contract);

right to damages or other remedy as a result of any breach of the Agreement or this termination.

12 Events Outside of Our Control

- 12.1 We will not be liable for any delay in performing Our obligations under this Agreement if such delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, acts of terrorism (threatened or actual), acts of war (threatened or actual), acts of war (threatened or actual), epidemic or pandemic (threatened or actual), or any other event that is beyond Our reasonable control.
- 12.2 If any event described in Clause 12.1 occurs that is likely to adversely affect Our performance under this Agreement:
 - 12.2.1 We will inform You as soon as reasonably possible;
 - 12.2.2 Our obligations under this Agreement will be suspended and any time limits that We have under this Agreement will be extended accordingly;
 - 12.2.3 We will inform You as soon as possible if the date, times or availability of Our services as a result of the event described in Clause 12.1 is affected;
 - 12.2.4 You or We may terminate this Agreement (see Clause 10).

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lay in performing Our obligations under this Agreement if such delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, acts of terrorism (threatened or actual), acts of war (threatened or actual), acts of war (threatened or actual), epidemic or pandemic (threatened or actual), or any other event that is beyond Our reasonable control.

12.1 occurs that is likely to adversely affect Our performance under this Agreement:

- 12.2.1 We will inform You as soon as reasonably possible;
- 12.2.2 Our obligations under this Agreement will be suspended and any time limits that We have under this Agreement will be extended accordingly;
- 12.2.3 We will inform You as soon as possible if the date, times or availability of Our services as a result of the event described in Clause 12.1 is affected;
- 12.2.4 You or We may terminate this Agreement (see Clause 10).

13 Liability

- 13.1 We will be responsible for any loss or damage that You may suffer as a result of Our negligence. Loss or damage caused by the breach or negligence of You or any third party under this Agreement is entered into at Your sole responsibility and is not foreseeable.
- 13.2 We will maintain sufficient professional indemnity insurance and will provide You with a copy of the policy on request.
- 13.3 We provide services for Your private purposes only. We make no representation or warranty that our services are fit for commercial, business or

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the loss or damage that You may suffer as a result of Our negligence. Loss or damage caused by the breach or negligence of You or any third party under this Agreement is entered into at Your sole responsibility and is not foreseeable.

We will maintain sufficient professional indemnity insurance and will provide You with a copy of the policy on request.

private purposes only. We make no representation or warranty that our services are fit for commercial, business or

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industrial purposes or for profit, loss of business opportunity.

We shall not be liable to You for any loss of business or for any loss of business opportunity.

13.4 [Our total liability for loss or breach of these terms shall not exceed the amount of £<<insert sum>>.]

used as a result of Our negligence or fraud or fraudulent misrepresentation to £<<insert sum>>.]

13.5 We are not liable for any loss or damage suffered by You as a result of our failure to follow any instructions given by Us.

You suffer which results from Your failure to follow any instructions given by Us.

13.6 Nothing in this Agreement shall limit or exclude Our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

will limit or exclude Our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

13.7 Nothing in this Agreement shall limit or exclude Your legal rights as a consumer under any applicable legislation. For more details of Your legal rights please contact the Citizens Advice Bureau or Trading Standards Office.

or will limit Your legal rights as a consumer under any applicable legislation. For more details of Your legal rights please contact the Citizens Advice Bureau or Trading Standards Office.

14 How We Use Your Personal Data (Data Protection)

(Data Protection)

14.1 All personal data that we collect, process, and hold is done in accordance with the Regulation (EU) 2016/679 General Data Protection Regulation (GDPR) and Your rights under the GDPR.

collected, processed, and held in accordance with the Regulation (EU) 2016/679 General Data Protection Regulation (GDPR) and Your rights under the GDPR.

14.2 For complete details of how we process, store, and retain your personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of Your rights and how to exercise them, and how to share (where applicable), please refer to Our Privacy Policy at <<insert location>>] OR [attached in Schedule 4].

processing, storage, and retention of your personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of Your rights and how to exercise them, and how to share (where applicable), please refer to Our Privacy Policy at <<insert location>>] OR [attached in Schedule 4].

15 Other Important Terms

15.1 We may transfer (assign) our rights and obligations under this Agreement to a third party (this may occur if We sell Our business). If this occurs We will inform You in writing. Your rights under this Agreement will not be affected and Our obligations under this Agreement will be transferred to the third party who will be bound by the terms of this Agreement.

and rights under this Agreement to a third party (this may occur if We sell Our business). If this occurs We will inform You in writing. Your rights under this Agreement will not be affected and Our obligations under this Agreement will be transferred to the third party who will be bound by the terms of this Agreement.

15.2 You may not transfer (assign) your obligations and rights under this Agreement without Our prior written permission (such permission not to be unreasonably withheld).

obligations and rights under this Agreement without Our prior written permission (such permission not to be unreasonably withheld).

15.3 This Agreement is for the benefit of the person or third party named in the Agreement and no person or party will be entitled to enforce any provision of the Agreement.

is not intended to benefit any other person or third party named in the Agreement and no person or party will be entitled to enforce any provision of the Agreement.

15.4 If any provision of the Agreement is held to be invalid or unenforceable by any competent authority to be the validity of the other provisions of the Agreement shall not be affected.

by any competent authority to be invalid or unenforceable shall not affect the validity of the other provisions of the Agreement and the provision in question will not be affected.

15.5 No failure or delay by Us in exercising any rights under this Agreement shall constitute a waiver by Us of any right, and no waiver by Us or You of any right shall constitute a waiver of any other provision.

ing any rights under this Agreement shall constitute a waiver by Us of any right, and no waiver by Us or You of any right shall constitute a waiver of any other provision.

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15.6 If the rate of VAT of the sum You must pay

corresponding adjustment to any sum of VAT.

16 Law and Jurisdiction

16.1 This Agreement is governed by contractual or other law, with, English Law.

between You and Us (whether by, and construed in accordance

16.2 Any dispute, controversy to this Agreement shall be the jurisdiction of the court determined by You

claim between You and Us relating (otherwise) will be subject to the law of England, Scotland or Northern Ireland, as

SIGNED by the Client

Signature

Date: _____

EITHER

[SIGNED for and on behalf of the
<<Name and Title of person signing

>>

Authorised Signature]

OR

[SIGNED by the Property Finder:
<<Name of the Property Finder>>

Signature]

Date: _____

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Property Criteria

<<Insert details of necessary or
location, size, style, condition, ame

Prospective Property to fulfil, e.g.



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Request for Property Finder to s

ncellation period

I/We request the Property Finder
day cancellation period referred to

mediately and not to wait for the 14
ire.

I/We acknowledge that if I/we ex
Property Finder an amount that
communication of cancellation.

cel I/we will be liable to pay the
ices provided up to the date of

I/We acknowledge that I/we will I
performed.

once the services have been fully

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SIGNED by the Client

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Signature

Date: _____

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To: <<Property Finder to insert the address and, where available, fax number and email address>>

address and, where available, fax

I/We (delete as appropriate) hereby (delete as appropriate) cancel my/our (delete as appropriate) contract

re (delete as appropriate) cancel services dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

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Property Finder's Privacy Notice

<<Attach a copy of the Property Finder's Privacy Notice referenced in Clause 14 >>

