TIAL) – FIXED COMMISSION PROPERTY FINDER'S FEE A © Simply-Docs - PROP.EST.49 - Finder's Fee Agreen ixed Fee Commission).

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Client>> of <<ii
- (2) <<Name of Property Finde under number <<Company [of] <<insert Address>> ("t

BACKGROUND:

- (1) The Client wishes to find a use.
- (2) The Property Finder has sellers and landlords.
- (3) The Client wishes to be in pay to the Property Finder contract as a result of such out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Applicable Contract"

"Business Day"

"Business"

"Consumer"



ent") and

ed in <<Country of Registration>> whose registered office is at] **OR**

nt or buy for its own non-business

buyers and tenants to potential

llers or landlords and is willing to Client enters into a sale or rental fee by way of commission as set

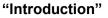
therwise requires, the following

the sale or rental of a Prospective e Client and a Prospective Seller d into after an Introduction and t. For the purposes of this cable Contract shall be deemed to to when it has been executed by evant Prospective Seller and nterpreted accordingly;

er than a Saturday or Sunday) on are open for their full range of <insert location>>;

, trade, craft or profession carried ny other person/organisation;

as defined by the Consumer in relation to this Agreement customer of the Property Finder s for their personal use and for nainly outside the purposes of any



"Introduction Commission"

"Model Cancellation For

"Prospective Property"

"Prospective Seller"

"Retainer Fee"

"Search Period"

"Term"

"Time Limit"

"We/Us/Our/Ours"

"You/Your"

- 1.2 Each reference in includes electronic fax or other means.
- 1.3 Each reference to statute or provision
- 1.4 Each reference to a
- 1.5 The headings used affect the interpreta
- 1.6 Words signifying the
- 1.7 References to any g
- 1.8 References to pe corporations.

2. Information about Us

2.1 We are a <<insert limited company etc

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S











to the Client by the Property details of a Prospective Seller. s equally to "Introduce", roducing";

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

ncellation form attached as

England and Wales that fulfils the edule 1;

a Prospective Property;

ble by the Client to the Property Jause 4;

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

is Agreement as set out in Clause

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 ;

Finder and includes all nd sub-contractors of the Property

Consumer who is a customer of

ng", and any similar expression, r sent by e-mail, [text message,]

f a statute is a reference to that a statute relevant time.

to a schedule to this Agreement.

for convenience only and do not

lude the plural and vice versa.

her gender.

text otherwise requires, include

trader, partnership, LLP, private

- 2.2 [We trade under th name>>.]
- 2.3 [We are registered Registration Number
- 2.4 [Our registered offic
- 2.5 [Our main trading a or if no registered o
- 2.6 [Our VAT number is
- 2.7 [We are a member
- 2.8 [<<Insert further info

3. Communication and Con

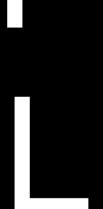
- 3.1 If You wish to conta telephone at <<inse
- 3.2 In certain circumsta Clauses throughout use the following m
 - 3.2.1 contact Us b
 - 3.2.2 contact Us t <<insert add

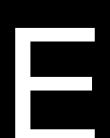
4. Appointment of the Prop

- 4.1 You hereby appoin You in accordance
- 4.2 You shall pay to U
 £<<insert sum>> as
 [We will refund the payment of Introduction
- 4.3 [You shall not app during the Search and You may app Search Period.]
- 4.4 We shall have no a incur any form of lia into contractual rela authority or capacit
- 4.5 We shall not, witho capacity to enter in on Your behalf [sav
- 4.6 We shall, in all Prospective Sellers as a property sea relationship with Yo
- 4.7 You acknowledge t

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name if different from company

tion>> under number <<Company

ce>>.] ss if different from registered office

ciation(s) etc.>>.]

ŀ.1

omplaints, You may contact Us by at <<insert email address>>.

Us in writing (as stated in various contacting Us in writing You may

address>>; or

ert company or business name>>,

t of Retainer Fee

ive Sellers and Introduce them to

ement is entered into the sum of r with any VAT chargeable on it . any such VAT if You later make a

o perform a similar role to Ours pointed on a non-exclusive basis erform a similar role during the

tsoever to bind You in any way or cluding, but not limited to entering hold Ourselves out as having any

agreement, have any authority or ons (pre-contractual or otherwise) use 5.7].

tive Sellers, ensure that such representing You in Our capacity do not have any other form of b-Clause[s] 5.7 [and 5.8]].

d by You to investigate or provide

any advice or inforn

- 4.7.1 as to wheth accordance property is s
- 4.7.2 concerning

and accordingly Yo Us in that regard, a all necessary profe respects.

5. Search Period and Introd

- 5.1 We shall use reaso Search Period.
- 5.2 The Search Period case You must p chargeable on it. [V with the original Re a payment of Introd
- 5.3 [We shall make co Prospective Proper the following:
 - 5.3.1 Searches or
 - 5.3.2 Enquiries of
 - 5.3.3 Enquiries of
 - 5.3.4 Enquiries of
 - 5.3.5 Enquiries of
- 5.4 When We make Ou identity to any pers Prospective Seller of
- 5.5 We shall Introduce 5>>] Prospective S full details of them i
 - 5.5.1 The full nar contact if the
 - 5.5.2 Contact deta telephone ni
 - 5.5.3 A detailed o required par
 - 5.5.4 <<insert add
 - 5.5.5 <<insert add
- 5.6 [We shall conduct v You may require.]
- 5.7 [We shall conduct Applicable Contract











details are provided by Us are in n Schedule 1 or whether any such ients; or

ive Seller,

hing stated or provided to You by necessary due diligence and take lvice to satisfy Yourself in those

tify Prospective Sellers during the

tual agreement in writing in which ner Fee together with any VAT nal Retainer Fee to You, together charged thereon if You later make .1

and enquiries in order to identify inquiries may include any or all of

materials;

quiries, we shall not disclose Your hing else which might enable any ably discover Your identity.

e] **OR [**up to <<insert number e.g. b-Clause 5.1 to You by providing include:

eller (including the name of Our tan individual person);

Seller including, but not limited to, es) and postal address;

ective Property including <<insert

l>>;

l>>.

or accompany You to viewings as

behalf as to the terms of any

5.8 [We shall liaise surveyors, finance exchange of the Ap

6. Client's Obligations

- 6.1 You shall provide U Us from time to tim this Agreement.
- 6.2 If at any time du requirements with r such changes witho
- 6.3 You shall be under
- 6.4 You shall notify Us entry into an Applic6.4 shall include address of the Pro Contract.

7. Introduction Commission

- 7.1 Introduction Comn chargeable on it sh with a Prospective S
- 7.2 The Introduction C become due and pa of [formation] **OR** [c
- 7.3 Within <<insert per Clause 6.4, We sha due together with a
- 7.4 You shall pay all su bank account as W Business Days of re
- 7.5 If You fail to pay o this Agreement the to Us:
 - 7.5.1 that amount made in full bank name> judgment; ar

7.5.2 We shall b services to in full. We under this A 7.5.2.



Seller, solicitors, estate agents, parties with a view to achieving mescale You require.]

as may reasonably be required by e Introductions under the terms of

Agreement You change Your e Property, You shall inform Us of

on any Introduction We make.

t period>> Business Days of Your tten notice under this sub-Clause pective Property, the name and date of entry into the Applicable

um>> together with any VAT enter into an Applicable Contract

any VAT chargeable on it shall riod>> Business Days of the date le Contract.

receipt of Your notice under subu for the Introduction Commission

rt preferred method(s)>>, to such nominate, within <<insert period>> ice.

unt which is payable to Us under ny other right or remedy available

n the due date until payment is ercentage>>% above the <<insert o time, both before and after any

its provision of the Introduction amount has been received by Us be in breach of Our obligations suspension under this sub-Clause

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8. Complaints and Feedbac

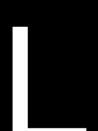
- 8.1 We always welcom reasonable endeave positive one, We ne for complaint.
- 8.2 All complaints are h and procedure, ava
- 8.3 If You wish to com contact Us in one of
 - 8.3.1 [In writing, department>
 - 8.3.2 [By email, department>
 - 8.3.3 [Using Our of form;]
 - 8.3.4 [By contactil choosing op

9. **Cancellation of Contract**

- 9.1 Where this Agreem right to a "cooling of You and Us is form
- 9.2 If You wish to canc inform Us immediat email to the postal Agreement). You m to.
- 9.3 To meet the canc communication cor cancellation period
- 9.4 If You exercise the paid to the Us in res
- 9.5 We will refund more unless You have examples as a result
- 9.6 We will process the undue delay and, i which We are inform
- 9.7 If You wish Us to st expressly request th Agreement. By ma following:
 - 9.7.1 If the Introd calendar day
 - 9.7.2 If You cance Agreement









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

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

of Your dealings with Us, please

t name and/or position and/or

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

the instructions included with the

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

Period

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

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

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

eceive a full refund of any amount

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

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

of the cooling off period You must ning the request at the end of this u acknowledge and agree to the

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

ovision of Our services under this 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 canc

10. Term and Termination

- 10.1 This Agreement sh shall continue until Clause 5.2 if releval
- 10.2 You may termin period>>written not of agreement>>.
- 10.3 You may terminate notice if:
 - 10.3.1 We have bre to remedy t writing to do
 - 10.3.2 We enter int over Our as
 - 10.3.3 We are unal control (see
- 10.4 We may terminate notice if:
 - 10.4.1 You have br to remedy t writing to do
 - 10.4.2 We have b Agreement outside of O
- 10.5 For the purposes considered 'materia terminating party. Ir be had to whethe misunderstanding.
- 10.6 If at the termination
 - 10.6.1 You have m provided, the possible, an notice;
 - 10.6.2 We have pr due will be d

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

he date it is signed and its Term Period (as extended under subons of this Clause 10.

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

nediate effect by giving Us written

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

dministrator or receiver appointed

es due to an event outside of Our

ediate effect by giving You written

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

any of Our services under this period>> weeks due to an event

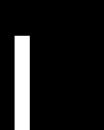
reach of this Agreement will be trivial in its consequences to the a breach is material no regard will by accident, mishap, mistake or

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

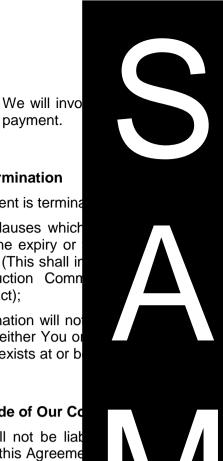
I have not yet paid for, the sums due to You or, if no refund is due,













and You will be required to make

their nature, relate to the period ment will remain in full force and to. Your obligation to pay Us any the formation of an Applicable

right to damages or other remedy t of any breach of the Agreement tion.

lay in performing Our obligations elay results from any cause that is es include, but are not limited to: ilure, strikes, lock-outs or other other civil unrest, fire, explosion, acts of terrorism (threatened or threatened, actual or preparations or any other event that is beyond

1 occurs that is likely to adversely ions under this Agreement:

sonably possible;

t will be suspended and any time tended accordingly;

utside of Our reasonable control is dates, times or availability of Our

ment (see Clause 10).

e loss or damage that You may Agreement or as a result of Our if it is an obvious consequence of plated by You and Us when this sponsible for any loss or damage

e including professional indemnity hsurance cover on request.

vate purposes only. We make no are fit for commercial, business or

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payment.

11. **Effects of Termination**

If this Agreement is termina

- Any Clauses which 11.1 after the expiry or effect. (This shall in Introduction Comn Contract):
- 11.2 Termination will not which either You or which exists at or b

12 Events Outside of Our Co

- We will not be liat 12.1 under this Agreeme beyond Our reasor power failure, inte industrial action by flood, storms, ear actual), acts of war for war), epidemic Our reasonable cor
- 12.2 If any event describ affect Our performa
 - 12.2.1 We will infor
 - 12.2.2 Our obligation limits that W
 - 12.2.3 We will infor over and preservices as

12.2.4 You or We n

13 Liability

- 13.1 We will be respon suffer as a result negligence. Loss of the breach or negl Aareement is enter that is not foreseea
- 13.2 We will maintain su insurance and will d
- 13.3 We provide service warranty or represe

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industrial purposes profit, loss of busir opportunity.

- 13.4 Our total liability fo or breach of these
- 13.5 We are not liable for failure to follow any
- 13.6 Nothing in this Agre death or personal misrepresentation.
- 13.7 Nothing in this Agr Consumer under ar legal rights please Standards Office.

How We Use Your Persor 14

- All personal data th 14.1 accordance with th Protection Regulation
- 14.2 For complete detai personal data inclu data is used, the le how to exercise the refer to Our Privacy in Schedule 41.

15 **Other Important Terms**

- 15.1 We may transfer (a third party (this ma occurs We will infor be affected and Ou third party who will
- 15.2 You may not tra Agreement without unreasonably withh
- 15.3 This Agreement is person or third part enforce any provision
- 15.4 If any provision of invalid or unenforce of the Agreement a affected.
- No failure or delay 15.5 means that We or a breach of any pro any subsequent bre

t be liable to You for any loss of ness or for any loss of business

used as a result of Our negligence to £<<insert sum>>.]

ou suffer which results from Your given by Us.

will limit or exclude Our liability for pligence or for fraud or fraudulent

r will limit Your legal rights as a gislation. For more details of Your izens Advice Bureau or Trading

otection)

collected, processed, and held in gulation 2016/679 General Data hts under the GDPR.

cessing, storage, and retention of the purpose(s) for which personal sing it, details of Your rights and haring (where applicable), please <<insert location>>] OR [attached]

d rights under this Agreement to a if We sell Our business). If this ghts under this Agreement will not greement will be transferred to the

ligations and rights under this nission (such permission not to be

s not intended to benefit any other person or party will be entitled to

by any competent authority to be the validity of the other provisions provision in question will not be

g any rights under this Agreement ht, and no waiver by Us or You of means that We or You will waive ther provision.

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10

	15.6	If the rate of VAT of sum You must pay		corresponding adjustment to an ive of VAT.	ny
16	16 Law and Jurisdiction				
	16.1	This Agreement a contractual or othe with, English Law.		etween You and Us (wheth by, and construed in accordance	
	16.2	Any dispute, contro to this Agreement jurisdiction of the c determined by You	A	aim between You and Us relatir otherwise) will be subject to th , Scotland or Northern Ireland, a	he
SIGNED by the Client					
Signature			\mathbf{N}		
Date:					
EITHER					
[SIGNED for and on behalf of the				~ ~	
< <name and="" of="" person="" signir<="" td="" title=""><td></td><td>>></td><td></td></name>				>>	
Authorised Signature]					
OR					
[SIGI	NED by	the Property Finder:			
< <name finder="" of="" property="" the="">></name>					
Signa	ature]				
Date:					
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Property Criteria <<Insert details of necessary or location, size, style, condition, ame

Prospective Property to fulfil, e.g.

Request for Property Finder to s

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

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

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

SIGNED by the Client

Signature

Date: _____



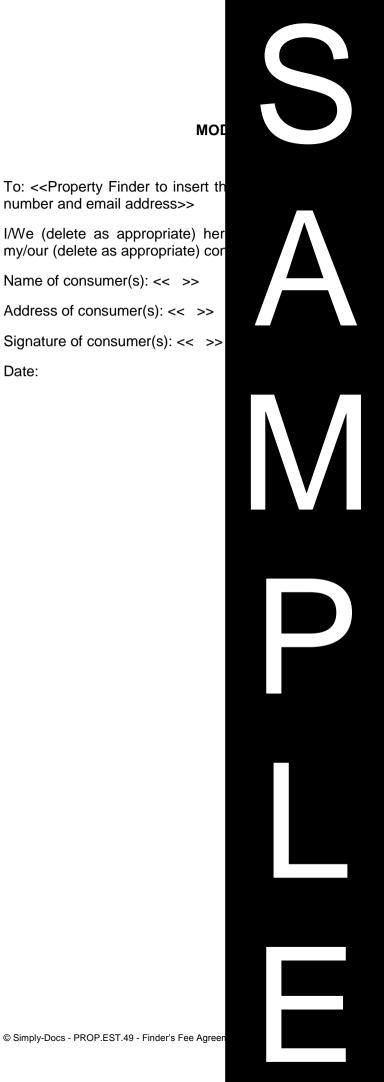
ncellation period

ediately and not to wait for the 14 ire.

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

once the services have been fully

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DRM

address and, where available, fax

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

number and email address>>

Name of consumer(s): << >>

Date:

Property Finder's Privacy Notice

<<Attach a copy of the Property Fi

A \bigvee

referenced in Clause 14 >>