PROPERTY FINDER'S FEE A

CIAL) - FIXED COMMISSION

THIS AGREEMENT is made this BETWEEN:

- (1) [<<Name of Client>> a conumber <<Company Regination Address>>] OR [<<Name <<insert trading/business n
- (2) [<<Name of Property Finde under number <<Compar <<insert Address>>] OR under the name <<insert Property Finder")

BACKGROUND

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

IT IS HEREBY AGREED as follow

- 1. Definitions and Interpreta
 - 1.1 In this Agreement expressions have the

"Applicable Contract"

"Confidential Informatio



Country of Registration>> under se registered office is at <<insert a sole trader under the name ss>>] ("the Client") and

ed in <<Country of Registration>>
>> whose registered office is at inder>> trading as a sole trader
>> of <<insert Address>>] ("the

al] property to rent or buy for its

commercial buyers and tenants to

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 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 hterpreted accordingly;

hich is disclosed or made
y the other Party or on behalf that
to or in connection with this
information is of a confidential
is the business, affairs,
suppliers of that other party
tion is communicated orally or is
r medium, and whether or not the
sly stated to be confidential or

"Data Protection Legislation"

"Introduction"

"Introduction Commission"

"Prospective Property"

"Prospective Seller"

"Retainer Fee"

"Search Period"

"Time Limit"

- 1.2 Unless the context
 - 1.2.1 "writing", a communication
 - 1.2.2 a statute o provision a
 - 1.2.3 "this Agree Schedules
 - 1.2.4 a Schedule
 - 1.2.5 a Clause of (other than and
 - 1.2.6 a "Party" o
- 1.3 The headings used no effect upon the i
- 1.4 Words imparting the
- 1.5 References to any
- 1.6 References to person

tion Regulation ("GDPR") is no able in the UK, the GDPR and any g laws, regulations, and (as amended from time to time), quently 2) any legislation which and "personal data" means ned in the Data Protection

by the Property Finder to the begin to the begin to the provided by the Property ab-Clause 3.5. This definition troduce", "Introduced" and

payable by the Client to the et out in Clause 5;

England and Wales that fulfils the edule 1:

a Prospective Property;

ble by the Client to the Property clause 2;

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

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.

reference in this Agreement to:

sion, includes a reference to any ic transmission or similar means;

e is a reference to that statute or at the relevant time:

this Agreement and each of the ented at the relevant time;

eement;

ce to a Clause of this Agreement ragraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

other gender.

tions.



2. Appointment of the Prope

- 2.1 The Client hereby a and Introduce the Agreement.
- 2.2 A Retainer Fee of shall be paid on the shall be refunded to Commission is subs
- 2.3 The appointment o the Client [will not person(s) or compa similar function for t
- [2.4 Sub-Clause 2.3 sh representative to Prospective Seller adviser.]
- 2.5 The Property Finde Client in any way o but not limited to itself out as having
- 2.6 The Property Finds
 Client, have any au
 (pre-contractual or
 Clause 3.7].
- 2.7 The Property Finde such Prospective S the Client in its cap any other form of Clause[s] 3.7 [and 3]
- 2.8 The Client acknow Client to investigate
 - 2.8.1 as to whether Finder are whether any
 - 2.8.2 concerning

and accordingly the Property Finder in necessary due dili advice to satisfy itse

3. Search Period and Introd

- 3.1 The Property Finde Sellers during the S
- 3.2 The Search Period further period of <<

t of Retainer Fee

der to identify Prospective Sellers cordance with the terms of the

her with any VAT chargeable on it s entered into. [The Retainer Fee ich VAT if and when Introduction ent.]

I [not] be exclusive, that is to say Search Period appoint any other tity to carry out the same or anv

nt from appointing or using any between the Client and any professional, financial or other

or capacity whatsoever to bind the y on the Client's behalf (including, relationships) and shall not hold to do so.

express written agreement of the nter into any form of negotiations s behalf [save as provided in sub-

h Prospective Sellers, ensure that e Property Finder is representing th agent and that it does not have Dient [save as provided in sub-

y Finder is not appointed by the information to the Client:

etails are provided by the Property criteria set out in Schedule 1 or for the Client's requirements; or

ive Seller,

anything stated or provided by the d the Client must carry out all sessary professional independent

ndeavours to identify Prospective

nutual agreement in writing for a eks>> or such other period as the

parties may for this together with any V refunded to the Cli charged thereon, if by the Client.]

- 3.3 [The Property Find order to identify P include any or all of
 - 3.3.1 Searches or
 - 3.3.2 Enquiries of
 - 3.3.3 Enquiries of
 - 3.3.4 Enquiries of
 - 3.3.5 Enquiries of
- 3.4 When making its s referred to in sub-(identity of the Clier anything else which person to reasonab
- 3.5 The Property Finde <<insert number e.g to the Client by proconsent to do so), s
 - 3.5.1 The full nar Property Fin person);
 - 3.5.2 Contact deta telephone ni
 - 3.5.3 A detailed of required par
 - 3.5.4 <<insert add
 - 3.5.5 <<insert add
- 3.6 [The Property Fine accompany the Clie
- 3.7 [The Property Find the terms of any Ap
- 3.8 [The Property Find agents, surveyors, achieving exchange the Client.]

4. Client's Obligations

- 4.1 The Client shall pr reasonably be requ the Property Finder
- 4.2 If the Client at any

nent of an additional Retainer Fee is additional Retainer Fee shall be riginal Retainer Fee and the VAT Commission is subsequently paid

ensive searches and enquiries in the searches and enquiries may

materials:

and when obtaining the consent Finder shall neither disclose the eller or any other person nor do le any Prospective Seller or other the Client.

R [the most suitable] OR [up to rs identified under sub-Clause 3.1 m in writing (after obtaining their

seller (including the name of the pective Seller is not an individual

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

ective Property including <<insert

J>>;

մ>>.

ngs on behalf of the Client or d by the Client.

ions on behalf of the Client as to

ospective Seller, solicitors, estate other third parties with a view to ract to the timescale required by

er with such information as may der from time to time in order for der the terms of this Agreement.

Period changes its requirements



with respect to the Finder of such chan

- 4.3 The Client shall be by the Property Find
- 4.4 The Client shall no business days of it notice under this su
 - 4.4.1 The name a
 - 4.4.2 The details
 - 4.4.3 The date of

5. Introduction Commission

- 5.1 Introduction Comn chargeable on it should be contract with a Pros
- 5.2 The Introduction C become due and proof [formation] OR [c
- 5.3 Within <<insert peri sub-Clause 4.4, the the Introduction Cor
- 5.4 The Client shall pay preferred method(s) time to time nomina relevant invoice.
- 5.5 If the Client fails to Property Finder un right or remedy ava
 - 5.5.1 that amoun made in full bank name; judgment; a
 - 5.5.2 the Property services und the Property be in breac suspension

6. Anti-Bribery Provisions

- 6.1 Both Parties shall Agreement and sha anti-bribery provision
- 6.2 In particular, neither anything that may, constitute a bribe

e Client shall inform the Property

llow up on any Introduction made

n writing within <<insert period>> ole Contract. The Client's written e the following details:

ctive Seller;

ty; and

Contract.

um>> together with any VAT e Client enters into an Applicable

any VAT chargeable on it shall eriod>> business days of the date ble Contract.

eceipt of the Client's notice under ubmit an invoice to the Client for ith any VAT chargeable on it.

to the Property Finder by <<insert it as the Property Finder may from >> business days of receipt of the

y amount which is payable to the n, without prejudice to any other der:

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

d to suspend its provision of its that amount has been received by erty Finder shall not be deemed to or this Agreement in the event of 5.2.

respect to the provisions of this in accordance with the spirit and 0.

uest, agree to receive or accept visions of the Bribery Act 2010, ted to, financial incentives and



disproportionately la reward or constitut obligations.

- 6.3 Each Party shall en associated persons bribing another persobtaining or retainir insofar as any actio
- 6.4 [The Property Finder Policy, annexed to the property of th
- 6.5 [The Client hereby annexed to this Agr

nises thereof) designed to induce, e by the Party concerned of its

edures are in place to prevent any 8 of the Bribery Act 2010) from obtaining or retaining business, or conduct of business, for that Party rsons relate to this Agreement.

n accordance with its Anti-Bribery ule 2.]

lance with its Anti-Bribery Policy,

7. Confidentiality

- 7.1 Each Party ("First F 7.2 or as authorise times during the co after its termination:
 - 7.1.1 keep confid Party;
 - 7.1.2 not disclose
 - 7.1.3 not use any as contempl
 - 7.1.4 not make ar any such Co
 - 7.1.5 ensure that agents, sub-First Party, v 7.1.4 above.
- 7.2 Either Party ("First F
 - 7.2.1 disclose any

7.2.1.1 any s

7.2.1.2 any d

7.2.1.3 any afore

to such exte this Agreem first inform to Information such body usuch body) confidentialifundertaking Clause 7, to only for the except as provided by sub-Clause Party, the First Party shall, at all ment and [for <<insert period>>]

nformation relating to that other

ormation to any other party;

nation for any purpose other than e terms of this Agreement;

ny way or part with possession of

's directors, officers, employees, loes any act which, if done by the provisions of sub-Clauses 7.1.1 to

relating to the other Party to:

of the First Party:

hority or regulatory body; or

the First Party or of any of the es or bodies;

for the purposes contemplated by . In each case the First Party shall y in question that the Confidential ept where the disclosure is to any or any employee or officer of any ng to the other Party a written the party in question. Such a practicable in the terms of this formation confidential and to use it sclosure is made; and



7.2.2 use any suc any other p Agreement, through no the First P Information

7.3 The provisions of the terms [indefinitely] of this Agreement], reason.

8. **Data Processing**

- 8.1 All personal data th use will be collecte with the provisions Data Protection Le either the Client or Data Protection Led
- 8.2 For complete detail retention of persona personal data is use Party's and any thi data sharing (where Notice of the First attached in Schedul
- 8.3 [All personal data t this Agreement sha **Sharing Agreement** this Agreement.
- 8.4 [All personal data t Party under this Ag of the Data Proces date>> pursuant to

9. **Force Majeure**

- 9.1 Neither Party to th performing its oblid pursuant to an exp delay results from Party.
- 9.2 [In the event that th as a result of any continuous period terminate this Agree

10. **Term and Termination**

n for any purpose, or disclose it to hly that it is at the date of this date becomes, public knowledge n making such use or disclosure, e any part of the Confidential edae.

e in force in accordance with their sert period>> after the termination hination of this Agreement for any

roperty Finder ("First Party") may by that First Party in accordance islation and the rights under the arty being, as the case may be. er Party") and the rights under the

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 Party should refer to the Privacy rivacy Notices of each party are

Party with the Other Party under ance with the terms of the Data es on <<insert date>> pursuant to

First Party on behalf of the Other sed in accordance with the terms d into by the parties on <<insert

liable for any failure or delay in obligation to make any payment greement) where such failure or nd the reasonable control of that

perform its obligations hereunder rred to in sub-Clause 9.1 for a the Client may at its discretion the end of that period.]

the date it is signed and shall

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continue until the e 3.2 if relevant), subi

10.2 Either Party may te <<insert notice per <<insert minimum to

10.3 Either Party may notice to the other F

10.3.1 any sum ov provisions of business day

10.3.2 the other Pa this Agreem it within << notice givin remedied;

10.3.3 an encumbr company, a that other Pa

10.3.4 the other Pa being a com the meaning

10.3.5 the other Pamade agains the purposes a manner the bound by or this Agreements

10.3.6 anything an jurisdiction of

10.3.7 that other Pa

10.3.8 control of the persons not Agreement. persons" she and 1122 res

10.4 For the purposes of of remedy if the Par respects.

10.5 The rights to term prejudice any other concerned (if any) of the concerned (if any) of the

11. Effects of Termination

Upon the termination of this

11.1 any sum owing by a Agreement shall be d (as extended under sub-Clause his Clause 10.

by giving to the other not less than expire on or at any time after

his Agreement by giving written

ne other Party under any of the ot paid within <<insert period>>

preach of any of the provisions of capable of remedy, fails to remedy s days after being given written be breach and requiring it to be

, or where the other Party is a f any of the property or assets of

arrangement with its creditors or, to an administration order (within 86):

or firm, has a bankruptcy order /, goes into liquidation (except for tion or re-construction and in such therefrom effectively agrees to be mposed on that other Party under

foregoing under the law of any her Party;

to cease, to carry on business; or

red by any person or connected other Party on the date of this Clause 9, "control" and "connected scribed thereto by Sections 1124 tion Tax Act 2010.

each shall be considered capable with the provision in question in all

ven by this Clause 10 shall not er Party in respect of the breach

on:

under any of the provisions of this nd payable;



11.2 all Clauses which, e the expiry or termin (This shall include, Property Finder any an Applicable Contr

11.3 termination shall no which the termination termination or any of may have in respectively.

11.4 subject as provided rights, neither Party

11.5 each Party shall (e cease to use, eithe shall immediately re control which contai

12. No Waiver

No failure or delay by eithe shall be deemed to be a wa of any provision of this Agr breach of the same or any

13. Further Assurance

Each Party shall execute may be necessary to carry

14. Costs

Subject to any provisions own costs of and incident into effect of this Agreemen

15. **Set-Off**

Neither Party shall be entit nor sums received in res agreement at any time.

16. Assignment and Sub-Cor

This Agreement is perso mortgage, or charge or oth or otherwise delegate any of any of its rights and obligati other Party, such consent r ir nature, relate to the period after shall remain in full force and effect e Client's obligation to pay to the on resulting from the formation of

right to damages or other remedy pect of the event giving rise to the r other remedy which either Party s Agreement which existed at or

except in respect of any accrued er obligation to the other; and

rred to in Clause 7) immediately any Confidential Information, and ny documents in its possession or itial Information.

of its rights under this Agreement waiver by either Party of a breach to be a waiver of any subsequent

deeds, documents and things as eement into full force and effect.

ty to this Agreement shall pay its eparation, execution and carrying

h any manner from payments due er this Agreement or any other

ther Party may assign, transfer, s rights hereunder, or sub-contract er or deal in any other manner with t without the written consent of the ithheld.

17. **Time**

17.1 [The Parties agree be of the essence of the es

OR

17.2 [The Parties agree for guidance only a varied by mutual ag

18. Relationship of the Partie

- 18.1 Nothing in this Agr employment relation venture or agency, this Agreement or a
- 18.2 The Client acts in the into this Agreemen Property for the Client

19. Third Party Rights

No part of this Agreemer accordingly the Contracts Agreement.

20. Notices

Any notice required to be of post to the address of the address as that other party clause. Communications seight hours after posting. In that the communication was posted in accordance with

21. Entire Agreement

- 21.1 This Agreement of supersedes and extraordies, representation or oral, relations.
- 21.2 This Agreement ma by Parties or their d
- 21.3 Each Party acknow on, and shall have assurance or warra out in this Agreeme statute or common la

referred to in this Agreement shall

referred to in this Agreement are ce of this Agreement and may be rties.]

or shall be deemed to, create an ties, or any partnership or joint wise be either expressly stated in arties.

and not as a consumer in entering perty Finder to find a Prospective cial purposes.

rights on any third parties and Act 1999 shall not apply to this

er this Agreement may be sent by this Agreement or to such other ave notified for the purpose of this med to have been received fortyit shall only be necessary to prove pe which was duly addressed and

ement between the Parties and greements, promises, assurances, ndings between them, whether

by an instrument in writing signed atives.

Ito this Agreement, it does not rely of, any statement, representation, ently or negligently) that is not set arranties or other terms implied by lest extent permitted by law.

22. Counterparts

This Agreement may be Parties to it on separate coshall be an original, but a same instrument.

23. Severance

If any provision or part of a competent authority to be deleted, and this Agreeme provisions and the remaind

24. **Dispute Resolution**

- 24.1 The Parties shall at Agreement through have the authority to
- 24.2 [If negotiations un <<insert period>> c attempt to resolve Dispute Resolution
- 24.3 [If the ADR proced within <<insert period not participate in arbitration by either
- 24.4 The seat of the arbitration shat Arbitration as agree unable to agree on may, upon giving with Deputy President for the appointment of that may be require
- 24.5 Nothing in this Cla applying to a court f
- 24.6 The Parties hereby dispute resolution u Parties.

25. Law and Jurisdiction

- 25.1 This Agreement (in therefrom or associaccordance with, the
- 25.2 Subject to the provious or claim between t contractual matters shall fall within the

nber of counterparts and by the h when so executed and delivered ther shall constitute one and the

ment is held by any court or other rceable, it shall be deemed to be alid and enforceable as to its other on.

ute arising out of or relating to this eir appointed representatives who

o not resolve the matter within tation to negotiate, the parties will th through an agreed Alternative

24.2 does not resolve the matter at procedure, or if either Party will he dispute may be referred to

24.3 shall be England and Wales. rbitration Act 1996 and Rules for In the event that the Parties are Rules for Arbitration, either Party r Party, apply to the President or hartered Institute of Arbitrators for president on rules

either Party or its affiliates from

ind outcome of the final method of [not] be final and binding on both

ual matters and obligations arising governed by, and construed in ales.

dispute, controversy, proceedings is Agreement (including any nonherefrom or associated therewith) tion of the courts of England and Wales.



EITHER

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

Authorised Signature

Date: _____]

OR

[SIGNED by the Client:

Signature

Date: _____]

EITHER

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

Authorised Signature

Date: _____]

OR

[SIGNED by 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.

The Property Finder's Anti-Bribe << Attach a copy of the Property 6.4>>]

S

olicy as referenced in sub-Clause

The Client's Anti-Bribery Policy << Attach a copy of the Client's An

S

nced in sub-Clause 6.5>>]

Each Party's Privacy Notice

<< Attach a copy of each Party's P

ed in sub-Clause 8.2 >>