



Richmond Holmes Estates
ESTATE AGENT

Commercial Owner Terms & Authority to Act

Master owner instruction and authority schedule

V.1 - England and Wales

Jurisdiction

This authority applies to commercial property in England and Wales. Scotland and Northern Ireland use different land, tax and registration systems. Transaction-specific title, lease, planning, tax, environmental, building-safety and survey advice must be obtained from appropriately qualified advisers.

Separate services

Richmond Holmes Estates may propose work outside the selected service at a separate fee. The scope and fee or charging basis must be disclosed and agreed in writing before work begins. Urgent safety or asset-protection work within the signed repair authority is the only exception.

Owner and property schedule

OWNER / LEGAL ENTITY	COMPANY NUMBER (IF APPLICABLE)
REGISTERED / CORRESPONDENCE ADDRESS	BENEFICIAL OWNER(S)
AUTHORISED SIGNATORY / CAPACITY	EMAIL / TELEPHONE
PROPERTY ADDRESS	TITLE NUMBER / TENURE
OWNER'S SOLICITOR	OWNER'S ACCOUNTANT / TAX ADVISER
PAYMENT / CLIENT-ACCOUNT INSTRUCTIONS	REPAIR / MAINTENANCE RESPONSIBILITY / INSTRUCTIONS
PREVIOUS AGENTS / INTERESTED PARTIES	SPECIAL INSTRUCTIONS
EXISTING TENANCY / MANAGEMENT TAKEOVER FEE (IF APPLICABLE)	

Selected appointment

SELECT	SERVICE	CORE FEE / PERIOD
☐	Commercial Sole Agency Sale	1.5% of total sale consideration - 16-week default minimum unless amended
☐	Commercial Multi Agency Sale	2.5% of total sale consideration - 14 days' notice
☐	Commercial Letting & Management	10% of gross rent collected - 12-month initial period; Owner 3 months' notice / RH 1 month's notice

Tick one service and attach the matching service agreement. If more than one service is required, each applicable agreement and fee schedule should be attached and signed.

Terms of Business and authority

1. Authority to act

1.1 The owner appoints Richmond Holmes Estates for the selected service and property. Authority covers marketing preparation, enquiries, viewings, offer reporting, subject-to-contract negotiation, ordinary correspondence, identity checks and administration reasonably necessary for that service.

1.2 The authority does not permit Richmond Holmes Estates to sign a contract, transfer, lease, deed, guarantee, licence, tax election or other binding instrument for the owner, borrow money, grant security or settle litigation without separate legally sufficient written authority.

2. Owner warranties and instructions

2.1 The signatory confirms ownership or authority from every owner and necessary party. Restrictions, lender requirements, superior interests, occupiers and existing agents must be disclosed.

2.2 The owner will provide accurate title, occupational, planning, environmental, building, service-charge, insurance, safety, energy and tax information and promptly report changes.

3. Fees and separate work

3.1 The selected service agreement states the core fee, trigger, minimum period, notice and continuing-liability terms and forms part of this authority.

3.2 Where Commercial Letting & Management is selected, that agreement includes a one-off introduced-occupier fee equal to 6/52 of the higher annualised agreed rent or the annualised market rent most recently confirmed in writing, subject to the time limits and safeguards stated in that agreement.

3.3 Existing tenancy / management takeover fee. Where Commercial Letting & Management is selected for a property that is already occupied by a tenant or licensee, Richmond Holmes Estates reserves the right, at its discretion, to apply a one-off management takeover or onboarding fee in accordance with clause 2.4 of the Commercial Letting & Management Agreement. Any applicable fee will be determined having regard to the work reasonably required and will be notified to the owner before takeover work begins.

3.4 Richmond Holmes Estates may propose additional work at a separate fee. The scope and fee or charging basis must be disclosed and agreed in writing before work begins. For commercial repairs and maintenance, Richmond Holmes Estates acts as coordinator and managing intermediary; responsibility and payment remain governed by the lease, licence or other written agreement.

3.5 Independent advisers and contractors charge separately under their own terms. Any referral benefit or conflict will be disclosed before instruction.

4. Property, professional and compliance boundaries

4.1 Richmond Holmes Estates provides estate agency and property-management services and will exercise reasonable care and skill. For commercial management, its day-to-day role includes communication between the owner and tenant/occupier, rent and management administration, repair reporting coordination and practical mediation where necessary. It does not assume either party's repair or maintenance liabilities.

4.2 Legal documents and reserved legal work remain with solicitors. Tax, finance, surveying, valuation for secured lending, environmental, fire, asbestos and other specialist advice remains with appropriately qualified advisers.

4.3 The owner and tenant/occupier remain responsible for the obligations allocated to them by the lease, licence, law and any later written agreement. Richmond Holmes Estates may coordinate those obligations but does not alter their contractual allocation.

5. AML, sanctions and due diligence

5.1 The owner, signatory and relevant beneficial owners will provide identity, ownership, source-of-funds or wealth and transaction information reasonably required.

5.2 Richmond Holmes Estates may use electronic verification, retain required records, pause or end work, or be unable to explain a lawful report or restriction.

6. Data, notices and complaints

6.1 Personal and business data will be used for the service, due diligence, fraud prevention and legal compliance under the privacy notice and may be shared where necessary with parties, advisers, suppliers, regulators and authorities.

6.2 Notices may be delivered by hand, prepaid post or email to the latest notified address. Changes to fees, appointment basis or material authority must be agreed in writing.

6.3 Complaints should follow the written complaints procedure before referral to the current approved redress scheme where available.

7. Termination, liability and law

7.1 Termination is governed by the selected service agreement and does not remove accrued rights, authorised costs or valid continuing-liability provisions.

7.2 Nothing excludes liability that cannot lawfully be excluded. The agent is not liable for indirect loss or another party outside its reasonable control, but this does not limit liability for negligence, fraud or breach.

7.3 English law applies and the courts of England and Wales have jurisdiction.

8. Electronic acceptance

8.1 Typing a name, drawing a signature and selecting the declarations is intended to authenticate this authority and the attached selected service agreement. The electronic signing system will retain the documents, date, time, signatory details and consent audit trail and provide a copy to both parties.

Supersession of previous terms. From the effective date of this authority, these V.1 terms supersede and replace all previous owner authority terms and instructions between Richmond Holmes Estates and the Owner for the same Property and services, except accrued rights, unpaid sums, current selected service agreements and written provisions expressly stated to continue.

Owner declarations

By signing, the signatory confirms that:

- ☐ I own the property interest or have authority from every person whose consent is required.
- ☐ I authorise the selected service and ordinary activities described in clause 1.
- ☐ I understand the selected fee, trigger, minimum period, notice and continuing-liability risk.
- ☐ If Commercial Letting & Management is selected, I understand the six-week introduced-occupier fee stated in that agreement.
- ☐ If Commercial Letting & Management is selected for an already occupied property, I understand that a one-off takeover/onboarding fee may be applied at Richmond Holmes Estates' discretion, and will be notified before takeover work begins.
- ☐ I will provide the information required for ownership, beneficial-owner, AML and sanctions checks.
- ☐ I understand that additional services are chargeable only after written agreement, except urgent work within my stated repair authority.
- ☐ I have received and accept this Owner Authority and the attached selected service agreement.
- ☐ I intend my signature to authenticate these documents electronically or on paper.

SIGNATORY NAME	CAPACITY / AUTHORITY
SIGNATURE	DATE
FOR RICHMOND HOLMES ESTATES	DATE

The completed service agreement, fee schedule, privacy notice and any property-specific amendments should be attached to this authority before acceptance.

Commencement of services

Commercial owner authority

This provision forms part of the accompanying V.1 agreement when supplied and accepted with it. It clarifies service timing and preserves the other agreed terms. It does not retrospectively vary an existing signed agreement.

Richmond Holmes Estates will normally begin the agreed agency or management services immediately after the completed agreement has been signed by the customer and accepted by Richmond Holmes Estates, unless a different start date is recorded in the appointment schedule. Work remains subject to the agreed service scope, the customer's lawful instructions, necessary identity and ownership checks, access, funding and other required consents or information. This does not authorise physical works or a binding property transaction beyond the authority separately given in the agreement.

This authority operates with the selected sales or management agreement. It does not itself authorise execution of a lease, deed or sale contract, and does not replace the selected agreement's fee triggers or commencement conditions.

Where a statutory consumer cancellation period applies, services will begin during that period only after the customer's express request, recorded on paper, by email or another durable medium, and after the required cancellation information has been supplied. The general signature alone is not treated as that request. Without it, services under the new appointment will begin after the cancellation period ends, or on a later agreed date. If the customer validly cancels during that period, only the proportionate amount lawfully payable for services actually supplied may be charged. Starting work or finding a tenant or buyer does not by itself remove cancellation rights.

This provision does not create a new fee, accelerate an existing fee trigger or increase any agreed cancellation charge. Outside statutory cooling-off cancellation, only charges properly payable under the agreement and applicable law may be recovered, with no double recovery for the same work or loss. Statutory cancellation rights take precedence over conflicting fee, minimum-term and notice provisions.