



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.



Richmond Holmes Estates
ESTATE AGENT

Commercial Multi-Agency Sales Agreement

Commercial estate agency appointment - 2.5% commission

V.1 - England and Wales

Jurisdiction

This agreement 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.

Commercial owner appointment schedule

Complete every relevant field before signature. Every legal owner should sign, or the signatory should provide evidence of authority.

OWNER / LEGAL ENTITY	COMPANY NUMBER (IF APPLICABLE)
AUTHORISED SIGNATORY / CAPACITY	EMAIL / TELEPHONE
PROPERTY ADDRESS	TITLE NUMBER
PROPOSED PRICE	AGREEMENT DATE
APPOINTMENT	COMMISSION
MINIMUM PERIOD	NOTICE
PREVIOUS AGENTS / INTERESTED PARTIES	OWNER'S SOLICITOR
AGREED MARKETING COSTS / MINIMUM FEE	SPECIAL INSTRUCTIONS

Prominent multi-agency explanation

MULTI AGENCY. The owner may instruct other agents. Richmond Holmes Estates earns the 2.5% commission where unconditional contracts are exchanged with a purchaser effectively introduced by Richmond Holmes Estates during this appointment or with whom Richmond Holmes Estates had substantive negotiations during that period. Overlapping introductions may result in more than one fee.

Terms of Business

1. Parties, property and authority

1.1 The owner appoints RH Estates & Solutions Ltd trading as Richmond Holmes Estates (the agent) for the property in the Schedule on a multi agency basis.

1.2 Each signatory confirms that they own the interest or are authorised by every owner, trustee, partner, director, lender, insolvency office-holder or other necessary party. Any restriction on disposal must be disclosed.

1.3 The appointment permits marketing, viewings, offer reporting, negotiation and ordinary transaction administration. It does not authorise the agent to sign a contract, transfer, lease, deed, tax election or other binding document for the owner.

2. Commission, duration and payment

2.1 Commission is 2.5% of the total sale consideration, including any separate sum attributable to fixtures, goodwill, overage, deferred consideration or another benefit forming part of the transaction, unless the Schedule expressly excludes it.

2.2 There is no exclusive minimum period. Either party may terminate on 14 days' written notice, subject to accrued and continuing rights.

2.3 The fee becomes due when unconditional contracts are exchanged and is payable on completion. The owner authorises their conveyancer to discharge a properly due fee from completion monies.

2.4 A minimum fee, marketing budget or third-party cost applies only if its amount and purpose are inserted in the signed Schedule. Additional work outside the service is separately chargeable only after written agreement of scope and price or charging basis.

3. Marketing and owner information

3.1 The owner must provide accurate title, tenure, occupational, planning, environmental, building, service-charge, insurance, EPC, MEES, asbestos, fire-safety and tax information and report any change.

3.2 Subject to approval, the agent may prepare and publish particulars, photography, measurements, plans, boards and advertising through agreed channels. The agent may pause or amend marketing where information is missing, doubtful or legally required.

3.3 The owner must ensure safe access and disclose occupiers, alarms, hazards and restrictions affecting inspections or viewings.

4. Enquiries, offers and transaction progression

4.1 All offers will be reported promptly unless the owner gives a lawful written instruction not to receive a stated type or level of offer. The owner decides whether to accept and whether marketing continues subject to contract.

4.2 The agent may take reasonable steps to establish purchaser identity, funding position, intended use and timetable. No offer will be withheld because a purchaser declines a connected service.

4.3 After acceptance the agent may issue a memorandum, liaise with the parties and advisers and monitor milestones. Legal advice, exchange and completion remain with the owner and conveyancer.

5. Continuing liability and dual fees

5.1 Where another agent is later involved, the agent may claim for an effectively introduced purchaser only if the later agent's memorandum is issued within six months after termination. If no other estate agent is involved, the period is two years.

5.2 On termination the agent will identify introduced parties. The owner must disclose those parties to a later agent and notify Richmond Holmes Estates if a transaction proceeds with them.

5.3 The owner must disclose previous agency agreements, negotiations and interested parties before signing. Overlap can result in more than one fee becoming payable.

6. AML, referrals and conflicts

6.1 The owner and relevant beneficial owners must provide identity, ownership, source-of-funds or wealth and transaction information reasonably required. The agent may use electronic verification and pause or end work where checks cannot be completed or law requires it.

6.2 At the owner's request, Richmond Holmes Estates can arrange legal, surveying, finance, tax, insurance, energy or other services through suitable independent providers. Separate fees, referral benefits and conflicts will be disclosed before instruction. The owner remains free to choose another provider.

6.3 Any personal interest of the agent, an employee or connected person in the transaction will be disclosed in writing.

7. Termination, data and general terms

7.1 The owner may terminate under clause 2. The agent may terminate on 14 days' notice or immediately for material breach, illegality, non-cooperation with required checks, abusive conduct, conflict or serious safety risk.

7.2 Personal and business data will be used for agency, administration, due diligence, fraud prevention and legal compliance under the privacy notice. Notices may be delivered by hand, prepaid post or email to the latest notified address.

7.3 Complaints should first follow the agent's written procedure before referral to its current approved redress scheme where available. Nothing excludes liability that cannot lawfully be excluded. English law applies and the courts of England and Wales have jurisdiction.

Supersession of previous terms. From the effective date of this agreement, these V.1 terms supersede and replace all previous agency terms, agreements and instructions between Richmond Holmes Estates and the Owner for the sale of the Property, except accrued rights, fees already earned, continuing introduction or commission rights and provisions expressly stated to continue.

Owner declarations and execution

By signing, the signatory confirms ownership or authority, accepts the fee trigger and continuing-liability terms, authorises the service described, will provide information required for AML checks, and intends the signature to authenticate this agreement.

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

Electronic signing will retain the document version, date, time, signatory details and consent record and provide a copy to both parties.

Commencement of services

Commercial multi-agency sales

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.

Marketing and publication of particulars remain subject to the Seller's or Owner's agreed approval procedure and any EPC or other legal requirement. Sales commission remains subject to the agreed exchange/completion trigger; signing or starting work does not itself earn that commission.

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.

RICHMOND HOLMES ESTATES

Completed details schedule

These particulars form part of the accompanying agreement. A printed field stating "See details schedule" refers to the matching label below. Blank entries do not add a fee, instruction or permission. The agreement terms and selected standard service remain applicable.

Agreement page 3 / OWNER / LEGAL ENTITY

Agreement page 3 / COMPANY NUMBER (IF APPLICABLE)

Agreement page 3 / BENEFICIAL OWNER(S)

Agreement page 3 / REGISTERED / CORRESPONDENCE ADDRESS

Agreement page 3 / EMAIL / TELEPHONE

Agreement page 3 / AUTHORISED SIGNATORY / CAPACITY

Agreement page 3 / TITLE NUMBER / TENURE

RICHMOND HOLMES ESTATES

Completed details schedule

These particulars form part of the accompanying agreement. A printed field stating "See details schedule" refers to the matching label below. Blank entries do not add a fee, instruction or permission. The agreement terms and selected standard service remain applicable.

Agreement page 3 / PROPERTY ADDRESS

Agreement page 3 / OWNER'S ACCOUNTANT / TAX ADVISER

Agreement page 3 / OWNER'S SOLICITOR

Agreement page 3 / PAYMENT / CLIENT-ACCOUNT INSTRUCTIONS

Agreement page 3 / Repair / maintenance responsibility / instructions [instructions]

Agreement page 3 / SPECIAL INSTRUCTIONS

Agreement page 3 / PREVIOUS AGENTS / INTERESTED PARTIES

RICHMOND HOLMES ESTATES

Completed details schedule

These particulars form part of the accompanying agreement. A printed field stating "See details schedule" refers to the matching label below. Blank entries do not add a fee, instruction or permission. The agreement terms and selected standard service remain applicable.

Agreement page 3 / EXISTING TENANCY / MANAGEMENT TAKEOVER FEE (IF APPLICABLE)

Agreement page 7 / CAPACITY / AUTHORITY

Agreement page 7 / Commercial owner - full name

Agreement page 7 / Richmond Holmes Estates - full name

Agreement page 11 / OWNER / LEGAL ENTITY

Agreement page 11 / COMPANY NUMBER (IF APPLICABLE)

Agreement page 11 / EMAIL / TELEPHONE

RICHMOND HOLMES ESTATES

Completed details schedule

These particulars form part of the accompanying agreement. A printed field stating "See details schedule" refers to the matching label below. Blank entries do not add a fee, instruction or permission. The agreement terms and selected standard service remain applicable.

Agreement page 11 / AUTHORISED SIGNATORY / CAPACITY

Agreement page 11 / TITLE NUMBER

Agreement page 11 / PROPERTY ADDRESS

Agreement page 11 / PROPOSED PRICE

Agreement page 11 / AGREEMENT DATE

Agreement page 11 / APPOINTMENT

Agreement page 11 / COMMISSION

RICHMOND HOLMES ESTATES

Completed details schedule

These particulars form part of the accompanying agreement. A printed field stating "See details schedule" refers to the matching label below. Blank entries do not add a fee, instruction or permission. The agreement terms and selected standard service remain applicable.

Agreement page 11 / MINIMUM PERIOD

Agreement page 11 / NOTICE

Agreement page 11 / OWNER'S SOLICITOR

Agreement page 11 / PREVIOUS AGENTS / INTERESTED PARTIES

Agreement page 11 / AGREED MARKETING COSTS / MINIMUM FEE

Agreement page 11 / SPECIAL INSTRUCTIONS

Agreement page 14 / CAPACITY / AUTHORITY

RICHMOND HOLMES ESTATES

Completed details schedule

These particulars form part of the accompanying agreement. A printed field stating "See details schedule" refers to the matching label below. Blank entries do not add a fee, instruction or permission. The agreement terms and selected standard service remain applicable.

Agreement page 14 / Commercial owner - full name

Agreement page 14 / Richmond Holmes Estates - full name