Richmond Holmes Estates

ESTATE AGENT

Commercial Sole Agency Sales Agreement

Commercial estate agency appointment - 1.5% 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 sole-agency explanation

SOLE AGENCY. You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged:
(a) with a purchaser introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period; or
(b) with a purchaser introduced by another agent during that period.

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 sole 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 1.5% 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 The default minimum sole-agency period is 16 weeks from the commencement date unless another period is entered in the signed Schedule. Fourteen days' notice may be served during that period but cannot expire before its end.

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 sole 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 / COMPANY NUMBER (IF APPLICABLE)

Agreement page 3 / OWNER / LEGAL ENTITY

Agreement page 3 / AUTHORISED SIGNATORY / CAPACITY

Agreement page 3 / EMAIL / TELEPHONE

Agreement page 3 / TITLE NUMBER

Agreement page 3 / PROPERTY ADDRESS

Agreement page 3 / AGREEMENT DATE

RICHMOND HOLMES ESTATES

Completed details schedule

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Agreement page 3 / PROPOSED PRICE

Agreement page 3 / COMMISSION

Agreement page 3 / APPOINTMENT

Agreement page 3 / NOTICE

Agreement page 3 / MINIMUM PERIOD

Agreement page 3 / PREVIOUS AGENTS / INTERESTED PARTIES

Agreement page 3 / OWNER?S SOLICITOR

RICHMOND HOLMES ESTATES

Completed details schedule

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Agreement page 3 / SPECIAL INSTRUCTIONS

Agreement page 3 / AGREED MARKETING COSTS / MINIMUM FEE

Agreement page 6 / CAPACITY / AUTHORITY

Agreement page 6 / Commercial seller - full name

Agreement page 6 / Richmond Holmes Estates - full name