

Mr Edward Cowan
33 Ford Lane, Wrecchesham, Farnham, GU104SF
Ms Claire Cowan
70 Kyrle Road, London, SW11 6BA

COMMERCIAL PROPERTY MARKETING AGREEMENT

Terms & Conditions

1. MARKETING / ASKING PRICE

- 1.1 The marketing / asking price does not represent a formal valuation of the property and may change during marketing.
- 1.2 Any change to the asking price will not affect the validity of this Agreement.

2. PROPERTY DESCRIPTION

- 2.1 Both the Landlord and Agent have a duty to ensure that information provided about the property is accurate and not misleading.
- 2.2 No material information may be omitted if it may influence a prospective buyer's decision.
- 2.3 Vendor agrees to check the sales particulars and promptly notify the Agent of any inaccuracies.
- 2.4 **Seller's Warranties and Agency Rights:** If the Agent reasonably believes that information provided by the Landlord is inaccurate, incomplete, or misleading, the Agent may suspend or terminate marketing immediately without refund of any fees paid.

3. PRICING

- 3.1 The Agent retains absolute discretion to withdraw the business from marketing if, in their professional judgment, the asking price is not commercially reasonable or cannot be supported by verified financial / market information / demand.

4. LIMITATION OF LIABILITY

- 4.1 The Landlord agrees that the Agent shall not be liable for any loss, damage, or claim arising from the suspension or termination of services under this Agreement, provided the Agent has acted in good faith.

5. UNOCCUPIED PROPERTY

- 5.1 The Agent acts solely as a Business Agent and shall not accept responsibility for unoccupied property. Landlords are strongly advised to arrange for regular inspections by a competent person.

6. COPYRIGHT

- 6.1 The Agent retains copyright in all advertising material used to market the business and reserves the right to use it for future marketing initiatives following completion.

7. DISCRIMINATION

7.1 The Agent will not discriminate or threaten to discriminate against any person for any reason.

8. DEFINITION OF INTRODUCTION

8.1 An 'Introduction' occurs when the Agent introduces a potential purchaser / tenant to the Vendor.

8.2 Where the Agent's marketing activities (whether or not the Agent is physically present) identify the Vendor or the business, this shall constitute an Introduction.

8.3 For the avoidance of doubt, an Introduction includes any situation where the purchaser / tenant contacts the Vendor directly after seeing marketing carried out by the Agent.

9. STANDARD SALE COMMISSION FEES

9.1 **Freehold Sale: 1.3%** of the sale price achieved plus VAT – Payable on completion.

9.2 **Commercial Letting: £1,500** plus VAT – Payable on completion

9.3 **Commercial Board Fee: £300** plus VAT

10. REGISTRATION FEE

10.1 £0

10.2 Registration Fees are payable in advance and are non-refundable, contributing towards initial marketing and advertising costs.

11. ANTI-MONEY LAUNDERING (AML) CHECKS

11.1 In compliance with legal obligations, the Agent must conduct AML checks on all Vendors, Purchasers, and Landlords.

11.2 Initial checks are undertaken on the Agent's behalf by Lifetime Legal.

11.3 A fee of £60 (incl. VAT) per check is payable in advance directly to Lansley Commercial. This fee is non-refundable.

12. PAYMENT

12.1 All fees, including commission and any agreed additional costs, are payable upon completion.

13. SOLE AGENCY WITH SOLE SELLING RIGHTS

13.1 The Vendor appoints the Agent as Sole Agent with Sole Selling Rights for an initial period of **3 months**.

13.2 During this period:

- No other Agent may be instructed.
- Any private negotiations must be disclosed and processed through the Agent.

13.3 Appointment of another Agent within this period will create a dual fee liability.

14. DUAL FEE WARNING

14.1 If another Agent has been instructed under a sole agency or sole selling rights arrangement, the Vendor may be liable to pay their fee in addition to the Agent's fee.

15. FEE ENTITLEMENT

15.1 The Agent's commission is earned if the Agent introduces, directly or indirectly, a purchaser/tenant who subsequently acquires the business.

15.2 This entitlement applies even if the purchaser / tenant approaches the Vendor directly, provided the business was first identified through the Agent's marketing.

16. ENERGY PERFORMANCE CERTIFICATES (EPC)

16.1 It is a legal requirement for commercial properties being sold or let to hold a valid EPC (valid for 10 years).

16.2 The Vendor may provide an EPC or request the Agent to arrange one.

16.3 Marketing cannot commence until a valid EPC is supplied.

17. MARKETING DURATION & AGENT'S DISCRETION

17.1 The Agent reserves the right, at its sole discretion, to withdraw or suspend marketing if no sale or acceptable progress is made within 6 months of commencement.

17.2 The Vendor acknowledges that any fees paid are non-refundable in such circumstances.

17.3 The Agent shall bear no liability to the Vendor for exercising this discretion.

MARKETING AGREEMENT FORM

Landlord & Property To Let / Sell Details

- Name: Edward Cowan / Claire Cowan
- Address: 58a St Mary's Butts, Reading, Berks, RG1 2LG
- Email: edwardcowan@hotmail.com / 07788670675 / claire1_cowan@hotmail.com

Interested Parties

If any interest has already been shown in the purchase of your business, please list below prior to commencement of marketing:

CONFIRMATION OF INSTRUCTIONS

I confirm acceptance of terms stated and confirm instructions to **Messrs A H Lansley** to market my business / property.

Signed: Date:

Signed: Date:



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