

LONDON PROPERTY MATCH TERMS AND CONDITIONS

Dated:

1. Engagement

1.1 The Client appoints LPM for the Search Period to act as the Client's sole agent in searching for a property to purchase or as the case may be rent on the terms set out herein and agrees to promptly provide LPM with such information and documents as LPM may reasonably request for the proper performance of its obligations hereunder.

1.2 LPM agrees to provide the Services to the Client in a timely and professional manner with reasonable skill and care.

1.3 In respect of this appointment the Client agrees to pay a non-refundable deposit of £500 plus VAT which is to be deducted from the Success Fee.

2. Fees

2.1 The Client shall pay LPM the Success Fee upon Exchange in respect of a property introduced by LPM pursuant to this Agreement. For the avoidance of doubt a property is "introduced" by LPM where LPM assists the Client in any way to reach Exchange.

2.2 If no property is found for the Client during the Search Period the non-refundable deposit will become vested in LPM in accordance with the provisions of clause 1.3 hereof and the Client will be liable to pay LPM for all reasonable costs and expenses incurred by LPM during the Search Period.

2.3 Furthermore should Exchange take place in respect of a property introduced by LPM within eight months from the date of expiry of the Search Period the Client will remain liable to pay the Success Fee to LPM upon Exchange.

3.1 Liability

3.1 The Client acknowledges that the final decision regarding the suitability of a particular property lies solely with the Client and LPM accepts no liability or responsibility in respect of such a decision.

3.2 LPM accepts no liability for any defects in title, structural defects or any other restriction or covenant which may be found to burden a property introduced to the Client by LPM.

3.3 Notwithstanding the obligations under this Agreement nothing contained herein shall be construed as a guarantee that a suitable property will be located.

3.4 Notwithstanding anything else contained in this Agreement, LPM shall not be liable to the Client for any special, indirect or consequential loss whether arising from negligence, breach of Agreement or howsoever.

4. General

4.1 For the purpose of Section 1 (2) of the Contracts (Rights of Third Parties) Act 1999 it is agreed that no term of this Agreement with the Client shall be enforceable by a third party.

4.2 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties agree that any dispute arising out of or in connection with this Agreement shall be referred to and dealt with by the courts in England and Wales.

5. Interpretation

5.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings:

"Agreement" means these Terms and Conditions for the supply of the Services between the Client and LPM;

"Client" means the party to whom this Agreement is sent to and includes the Client's spouse or the Client's partner (or, in the case of a corporate Client, the Client's Employee);

"Employee" means any current or prospective employee, consultant, contractor, agent officer or official of a corporate client;

"Exchange" means in respect of a property introduced to the Client by LPM (a) in the case of a purchase, the exchange of contracts between the Client and the property vendor or the vendor's agent or (b) in the case of a rental, upon the Client entering into a Tenancy Agreement with the property vendor or the vendor's agent;

"LPM" means London Property Match Limited (Company Registration Number 03707466) whose registered address is Argon House, Argon Mews, London SW6 1BJ;

"Search Period" means a period of four months commencing on the date of this agreement or such longer period as may be agreed between the parties;

"Services" means the locating of a suitable property to purchase or rent, to the Client's satisfaction and assisting the Client to reach Exchange or enter into a Tenancy Agreement in relation to such property or such other services as may be agreed between the parties in writing from time to time;

"Success Fee" means the higher of £5,000 or 1% of the purchase price of the property plus VAT, or in the case of the rental of a property, the sum equivalent to one months' rent plus VAT.

"Tenancy Agreement" means a tenancy agreement entered into in respect of the rental of a property made between the Client and the owner of the property or the owner's agent, or any agreement analogous thereto.