

# Terms and Conditions



## 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 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. This non-refundable deposit is deductible from the Success Fee.

## 2. Fees

2.1 Should the Client Exchange on any property howsoever located during the Search Period the Client shall in all cases on Exchange pay the Success Fee to LPM.

2.2 If no property is found for the Client during the Search Period the non-refundable deposit payable pursuant to clause 1.3 above will become vested in LPM and the Client will be liable to pay LPM for all further reasonable costs and expenses incurred by LPM during the Search Period in the performance of its obligations hereunder.

## 3. 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 title or structural defects or any other restriction or covenant which may be found to burden a property located during the Search Period.

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 howsoever arising.

## 4. Termination

4.1 Subject to clause 2 above this Agreement may be terminated with effect from the end of the Search Period by either party giving to the other 14 days written notice.

## 5. General

5.1 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.

5.2 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.

## 6. Interpretation

6.1 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 this Agreement to whom LPM has agreed to provide the Services 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 (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 and/or advising on a suitable property to purchase or rent, 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.

I agree to the above terms and conditions

Signed \_\_\_\_\_

Dated \_\_\_\_\_

For and on behalf of London Property Match Limited

Signed \_\_\_\_\_