



TERMS of BUSINESS AGREEMENT (Property Sourcing) ‘the FORM’

The Agreement

The legally binding contract (‘the Agreement’) between Alan Clarke Property Ltd. (whose corporate details are set out in full below) (Alan Clarke Property Ltd.) and the party who intends to purchase property and/or land, whose details are set out in the Data Capture Form (‘the Client’) is comprised of this form (‘the Form’), the standard terms and conditions enclosed herewith (‘the Terms’) and such other documents, forms and policies that are referred to within the Terms or otherwise provided by Alan Clarke Property Ltd. to the Client for completion. Unless otherwise defined within this Form, defined words and phrases appearing in this Form shall take the meaning given to them in the Terms.

Alan Clarke Property Ltd. Contact Details

Name(s): Alan Clarke. **Telephone No.:** UK +44 (0)7538 241956 – HKG +852 5507 5508. **Email:** alan@alanclarkeproperty.com

Address: Kemp House, 152-160 City Road, London, EC1V 2NX, United Kingdom

Forming the Agreement

- Agents Declaration: Alan Clarke Property Ltd.** confirms and attests that any Seller (not sourced through an agent) is not financially distressed; or, if financially distressed has been fully informed by **Alan Clarke Property Ltd.** of all options available to them with regards to the selling of the Property including liaising with their current mortgage lender (if applicable). **Alan Clarke Property Ltd.** further confirms and attests that it will have either a written option agreement to sell the Property, signed by those legally entitled to sell the Property or, an agreement with the Seller either through the local agent responsible for the Property sale or, via a sole agency agreement directly with those legally entitled to sell the Property themselves.
- In order to enter into the Agreement, the Client must (as directed by **Alan Clarke Property Ltd.**) make payment of the £2,500 Retainer Fee before the Registration and Client Due Diligence processes are started. This fee is ‘Deductible’, which means that £2,500 will be deducted from the Sourcing Fee (1.5%) payable to **Alan Clarke Property Ltd.** The Client must then either sign and return this Form to **Alan Clarke Property Ltd.** either at the address first set out in this Form or to alan@alanclarkeproperty.com within 3 Business Days or otherwise signify its agreement to the Agreement via such electronic means as **Alan Clarke Property Ltd.** makes available from time to time.
- Where the Client is a Consumer: By signing below, unless **Alan Clarke Property Ltd.** is expressly notified in writing to the contrary, the Client agrees that **Alan Clarke Property Ltd.** may commence with the provision of the Services prior to the cancellation period detailed within clause 8 of the Terms expires and that they understand that if they decide to cancel within the said cancellation period, reasonable payment may be due to **Alan Clarke Property Ltd.** in proportion to the Services carried out prior and up to the point of cancellation.
 - Prior to returning the Form to **Alan Clarke Property Ltd.** the Client should carefully read the Terms; contact **Alan Clarke Property Ltd.** if there are any queries. The Client’s particular attention is drawn to clauses 2, 3 and 7 within the Terms. By signing below, the Client acknowledges that it has read, understood, and agrees to the Terms and that the Agreement will be formed.
 - The Client should be aware that if: A Deal falls through due to circumstances beyond the Client’s control (including but not limited to circumstances where the Seller withdraws from the sale, or the Property receives an adverse survey report) then the Property Sourcing Fee is not payable.
- Alan Clarke Property Ltd.** shall use reasonable endeavours to complete all transactions within 12 weeks (i.e., 60 working days), save that time for completion shall not be of the essence.
- Any action or inaction on behalf of the Client that causes unnecessary delay in the conveyance process may lead to the Property being allocated to an alternative buyer.
- Alan Clarke Property Ltd.** cannot be held responsible for the outcome of any survey or valuation in respect of the Property or site.
- Any payments due in accordance with clause 3 of the Terms shall be made to the following bank details:



Bank Name: TransferWise

Bank Address: 56 Shoreditch High Street, London E1 6JJ, United Kingdom

Account Name: Alan Clarke Property Ltd.

Sort Code: 23-14-70

Account No: 46716368

IBAN: GB81 TRWI 2314 7046 7163 68

SWIFT/BIC: TRWIGB2L

Signed:

.....

Print Name:

A duly authorised representative, acting for
and on behalf of **Alan Clarke Property Ltd.**

.....

A duly authorised representative, acting for
and on behalf of **the Client**

Date:

.....



TERMS of BUSINESS AGREEMENT (Property Sourcing) ‘the TERMS’

1. DEFINITIONS

1.1 In this Agreement the following definitions and rules of interpretation shall apply:

“**Agreement**” - means the legally binding contract between **Alan Clarke Property Ltd.** and the Client incorporating the Form, these Terms and such other documents, forms and policies that are referred to within the Terms or otherwise provided by **Alan Clarke Property Ltd.** to the Client for completion.

“**Business Day**” - means any day that is not a Saturday, Sunday or public bank holiday in England.

“**CCRs**” - means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

“**The Client**” - means the real person or corporate entity whose details are set out in the Form that engages **Alan Clarke Property Ltd.** to provide the Services. Where the Client consists of more than one person or entity, the obligations of those persons or entities in respect of the Agreement shall be joint and several.

“**The Sourcing Fee**” - means the fee as a percentage (1.5%) of the Purchase or Sale Price as set out in the Introduction Form for each Deal payable by the Client to **Alan Clarke Property Ltd.** in accordance with clause 3 of this Agreement.

“**The Retainer Fee**” – means the fee of {£2,500} payable by the Client to **Alan Clarke Property Ltd.** in accordance with clause 3 of this Agreement.

“**The Registration Process**” – means the data capturing process each Client must go through before working with **Alan Clarke Property Ltd.**

“**Client Due Diligence**” – means the manual and electronic processes used by **Alan Clarke Property Ltd.** to confirm a client’s identity, address and where appropriate their financial status.

“**Commencement Date**” - the date that the Client engages **Alan Clarke Property Ltd.** to provide the Services being the date on which the Form is signed by the Client.

“**Contacts**” - means **Alan Clarke Property Ltd.** business connections, associates, contractors, and employees, whether a supplier, developer, sourcer, broker, financial institution, financier, or intermediary agent.

“**Confidential Information**” - information of a confidential nature (whether designated as such or not) including, contacts, trade secrets and information of commercial value known to **Alan Clarke Property Ltd.** and concerning **Alan Clarke Property Ltd.** its business, affairs, customers, Contacts, clients or suppliers, any property and/or land and/or the Seller of any Property and communicated to the Client by **Alan Clarke Property Ltd.**

“**Consumer**” - shall take the meaning given to it under the CCRs.

{“**Data Capture Form (DCF)**” - means the document headed up as such.}

“**Deal**” - means the exchange of contracts or signing of an option agreement by the Client for purchase, lease or acquisition of any other right or interest in the Property.

“**GDPR**” - means the General Data Protection Regulations 2018.

“**The Form**” - means the document headed up as such.

{“**Introduction Form**” - means the form containing details of Property and/or a Seller.}

“**Loss**” - means charges, claims, costs, damages, demands, expenses, liabilities and losses.

“**Property**” - means property and/or land that the Seller wishes to sell and in respect of which **Alan Clarke Property Ltd.** has sourced the Client to purchase, details of which **Alan Clarke Property Ltd.** shall provide to the Client from time to time via an Introduction Form once the Agreement has been entered into.

“**Alan Clarke Property Ltd**” - **Alan Clarke Property Ltd.** a company registered in England & Wales whose registered address is **Kemp House, 152-160 City Road, London EC1V 2NX, United Kingdom** and whose registered company number is: **12546193**
Registered with The Property Ombudsman (TPO - [TPO](#)) Ref: **TO5275**
Registered for Data Privacy with The Information Commissioner’s Office (ICO - [ICO](#)) Ref: **ZA781259**
Registered with HMRC for Anti Money Laundering Supervision (AML - [HMRC](#)) Ref: **XYML000016135**



“**Seller**” - means the real person or corporate entity on whose behalf **Alan Clarke Property Ltd.** has sourced the Client as a purchaser of the Property.

“**Services**” - means the sourcing of the Property and/or the Seller carried out by **Alan Clarke Property Ltd.** for the Client.

“**The Term**” - means the duration for which this Agreement shall remain in force.

“**The Terms**” - means these terms and conditions.

1.2 In these Terms (except where the context otherwise requires) the clause headings are included for convenience only and shall not affect the interpretation of this Agreement, use of the singular includes the plural and vice versa and the use of any gender includes the other genders. Schedules shall form part of the Agreement as if set out within the body of these Terms.

1.3 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended extended or re-enacted and to any subordinate legislation made from time to time under that provision.

2. APPOINTMENT – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE

2.1 This Agreement shall commence on the Commencement Date and continue indefinitely thereafter until terminated by either party giving prior written notice in accordance with clause 9.

2.2 The Client appoints and authorises **Alan Clarke Property Ltd.** to act as the Client’s agent for the Term in providing the Services. Whilst the Client may appoint other sourcing agents for the provision of property sourcing services, in the event that the Client exchanges contracts or signs an option agreement in respect of the purchase, lease or acquisition of any other right or interest in a Property then the Client shall remain liable to pay the Sourcing Fee to **Alan Clarke Property Ltd.** notwithstanding the fact that they may have also dealt with such other property sourcing agent in relation to the Property.

2.3 The Client agrees that it shall provide **Alan Clarke Property Ltd.** with any and all information requested from it from time to time and that any such information provided shall be true, accurate and complete in every respect. The Client warrants that it shall not conceal anything from **Alan Clarke Property Ltd.** and that **Alan Clarke Property Ltd.** shall not be liable to the Client in any way for any liabilities resulting as a consequence.

2.4 Property and/or a Seller will be deemed to have been introduced by **Alan Clarke Property Ltd.** to the Client if:

2.4.1 **Alan Clarke Property Ltd.** provides the Introduction Form to the Client; or

2.4.2 The Client has received details of such Property and/or Seller in any other way from **Alan Clarke Property Ltd.** or any of its agents, subcontractors, suppliers, directors, or employees at any time prior to a Deal.

2.5 The Client agrees and acknowledges that **Alan Clarke Property Ltd.** has advised the Client to conduct its own due diligence before making any purchase by seeking the advice of solicitors, surveyors, valuers, financial advisers or service providers and any other specialists as may be necessary in the circumstances, for whose fees the Client is solely responsible, even if such parties have been introduced to the Client by **Alan Clarke Property Ltd.** **Alan Clarke Property Ltd.** accepts no liability whatsoever to the Client for defects in relation to any Property, availability of finance, advice received or the acts or omissions of any Seller.

2.6 **Alan Clarke Property Ltd.** does not warrant, represent, or guarantee in any way that:

2.6.1 it will be able to source any property and/or land, which is either suitable for the Client’s requirements or at all and will not be liable to the Client if no property and/or land is sourced for the Client.

2.6.2 a Deal will complete in any specified period of time and where **Alan Clarke Property Ltd.** provides the Client with any projected timescales, these are only provided for indicative purposes only. For the avoidance of doubt time for completion of a Deal and the provision of the Services is not of the essence.

2.7 The Client is entirely responsible for establishing that the Property is suitable for the Client’s requirements and **Alan Clarke Property Ltd.** does not warrant that the Property will be suitable for the Client’s purposes. This includes proving the presence, validity and suitability of any existing planning consents, building regulation approvals and carrying out any conveyancing searches, surveys, structural surveys and or geotechnical/ground/environmental surveys. The Client is solely responsible for all fees associated with proving the suitability of the Property for its purposes. Details of properties, floor plans etc. whether prepared by **Alan Clarke Property Ltd.** or other parties, are provided in good faith and for indicative purposes only and **Alan Clarke Property Ltd.** cannot be held liable for the whole or any part of such information. They do not form any part of any contract and should not be relied on as any statement or representation of fact.



2.8 The Client acknowledges that **Alan Clarke Property Ltd.** cannot be held responsible for any known or unknown Local Planning Authority or building regulation issues, title issues, easements, rights of way, property covenants, third party rights, structural defects, contamination, wayleaves, underground pipes, cables or water courses or geological defects including, but not limited to, mining

operations. **Alan Clarke Property Ltd.** cannot be held responsible if the Client fails to obtain any required planning permissions, building regulations consents or any other consents, rights or licences required for any development or use of the Property

3 FEES AND PAYMENT – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE

3.1 The Client will pay to **Alan Clarke Property Ltd.**

3.1.1 The Retainer Fee of {£2,500} as detailed in 2 (page 1); and

3.1.2 The Sourcing Fee of {1.5% less the ‘Retainer Fee’} upon exchange of contracts.

3.2 By entering into this Agreement the Client expressly agrees that it shall:

3.2.1 Pay an amount to its solicitors sufficient to cover the Sourcing Fee in addition to the completion monies required to complete the Deal; and

3.2.2 Expressly authorise its solicitors to pay the Sourcing Fee directly to **Alan Clarke Property Ltd.** as at the date on which exchange of contract relating to the Deal takes place.

The Client expressly authorises **Alan Clarke Property Ltd.** to make direct contact with its solicitors to ensure that the consents required in accordance with this clause 3.2 have been given and agree this Agreement may be presented to the solicitors in order to demonstrate that they require no further authority from the Client in this respect.

3.3 Payment of any fees under clause 3.2 will be made to **Alan Clarke Property Ltd.** by direct bank transfer on the date of a Deal (in the case of a Sourcing Fee) and **Alan Clarke Property Ltd.** is hereby irrevocably authorised to submit its account to the Client or its solicitor for payment.

3.4 If payment is not received by **Alan Clarke Property Ltd.** on the due date for payment, interest will be charged on all outstanding sums at the daily rate of 5% above the Bank of England base rate from the due date for payment until the date that such payment clears into **Alan Clarke Property Ltd.** nominated bank account.

4 CLIENT MONIES

Any of the Client’s reservation/commitment/deposit monies paid directly to **Alan Clarke Property Ltd.** in relation to a Deal will be held in trust in a client account, segregated from **Alan Clarke Property Ltd.** funds. No interest will be payable to the Client on funds held in the Client bank account. Should a refund of reservation/commitment/deposit monies be required, **Alan Clarke Property Ltd.** will only refund such monies held, back to the originator account.

5 CONFIDENTIALITY

5.1 The Client agrees that it shall at all times (both during the Term and after termination of the Agreement) keep confidential, and shall not use (other than strictly for the purposes of this Agreement) or disclose to any third party (without **Alan Clarke Property Ltd.**’s prior written consent) any Confidential Information, unless the Confidential Information:

5.1.1 Was public knowledge or already known to the Client at the time of disclosure; or

5.1.2 Subsequently becomes public knowledge other than by breach of this Agreement; or

5.1.3 Subsequently comes lawfully into the possession of the Client from a third party.

5.2 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Client shall be returned promptly to **Alan Clarke Property Ltd.** on termination of this Agreement, and no copies shall be kept.

6 NON-CIRCUMVENTION

6.1 In consideration of **Alan Clarke Property Ltd.** disclosing confidential information to the Client, the Client hereby agrees with and undertakes to **Alan Clarke Property Ltd.** that it shall not, from the date **Alan Clarke Property Ltd.** introduces a contact to the Client for a period of 12 months thereafter, except with the company’s prior written consent, directly or indirectly:



- 6.1.1 Approach any Contacts,
- 6.1.2 Enter into negotiations or discussions with any of **Alan Clarke Property Ltd.** contacts,
- 6.1.3 Attempt to circumvent in an attempt to gain commissions, fees, re-numerations, or considerations to the benefit of themselves or others from **Alan Clarke Property Ltd.** contacts.

7 LIABILITY AND INDEMNITY – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE

- 7.1 Nothing in this Agreement shall exclude or in any way limit:
 - 7.1.1 Either party's liability for death or personal injury caused by its own negligence; or
 - 7.1.2 Either party's liability for fraud or fraudulent misrepresentation; or
 - 7.1.3 Anything else in respect of which it would be unlawful to exclude or limit liability.
- 7.2 Except as expressly provided in this Agreement, the rights and remedies provided under it are in addition to, and not exclusive of, any rights or remedies provided by law.
- 7.3 **This clause 7.3 is subject to clauses 7.1 – 7.2 and only applicable if the Client is a Consumer:**
 - 7.3.1 As the Client is a Consumer, We only supply the Services for non-business purposes. If **Alan Clarke Property Ltd.** fails to comply with these Terms, it is responsible for loss or damage that the Client suffers that are a foreseeable result of **Alan Clarke Property Ltd.**'s breach of these Terms or **Alan Clarke Property Ltd.**'s failing to use reasonable care and skill, but **Alan Clarke Property Ltd.** is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both **Alan Clarke Property Ltd.** and the Client knew it might happen, for example, if the Client discussed it with **Alan Clarke Property Ltd.** during pre-contractual discussions.
 - 7.3.2 This Agreement sets forth the full extent of **Alan Clarke Property Ltd.**'s obligations and liabilities in respect of the Services. In particular, there are no conditions, warranties, or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on **Alan Clarke Property Ltd.** except as specifically stated in this Agreement. Any condition, warranty or other term concerning the Services which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.
- 7.4 **This clause 7.4 is subject to clauses 7.1 – 7.2 and only applicable if the Client is not a Consumer:**
 - 7.4.1 **Alan Clarke Property Ltd.**
 - 7.4.1.1 Shall not under any circumstances whatsoever be responsible or liable for any Loss, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of profit, business, contract, revenue, goodwill or anticipated savings, or any others that are of an indirect, secondary, special or consequential nature, which arise out of or in connection with any act or omission of **Alan Clarke Property Ltd.** under or arising out of this Agreement, the introduction of Property and/or a Seller, or the entering into or not entering into of a Deal; and
 - 7.4.1.2 Shall not be liable in any circumstances to the Client for any Loss whether in contract, tort (including negligence), breach of statutory duty, or otherwise in excess of the total amount of sums paid by the Client to **Alan Clarke Property Ltd.** in cleared funds under this Agreement.
 - 7.4.2 The Client:
 - 7.4.2.1 Indemnifies **Alan Clarke Property Ltd.** keeps it indemnified and holds it harmless for and against any and all Loss whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of profit, business, contract, revenue, goodwill or anticipated savings, or any others that are of an indirect, secondary, special or consequential nature, which arise out of or in connection with any act or omission of the Client under or arising out of this Agreement.

8 CANCELLATION RIGHTS – THIS CLAUSE IS ONLY APPLICABLE IF THE CLIENT IS A CONSUMER

- 8.1 Right to Cancel:



- 8.1.1 The Client has the right to cancel this Agreement within 14 days without giving any reason. The cancellation period will expire after 14 days from the Commencement Date.
 - 8.1.2 To exercise the right to cancel, the Client must inform **Alan Clarke Property Ltd.** by a clear statement (e.g. a notice sent in accordance with clause 13 below) and for these purposes the Client may use the Model Cancellation Form set out in the Schedule, but it is not obligatory.
 - 8.1.3 To meet the cancellation deadline it is sufficient for the Client to send the communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 8.2 Effects of Cancellation:
- 8.2.1 Subject to clause 9.2.2, if the Client cancels this Agreement, **Alan Clarke Property Ltd.** will reimburse all payments received from it without undue delay and not later than 14 days after the day on which **Alan Clarke Property Ltd.** is informed about the decision to cancel this Agreement. **Alan Clarke Property Ltd.** will make the reimbursement using the same means of payment as was used for any payments already received.
 - 8.2.2 In the event that the Client requested **Alan Clarke Property Ltd.** to begin the performance of the Services during the cancellation period, the Client shall pay an amount, which is in proportion to what has been performed until the cancellation communication, in comparison with the full coverage of the Agreement.

9 TERMINATION

- 9.1 Either party may give 1 months' notice in writing to the other party terminating this Agreement at any time for any reason.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate (or suspend its obligations under) this Agreement with immediate effect by giving written notice to the other party if:
 - 9.2.1 The other party fails to pay any amount due under this Agreement on the due date for payment.
 - 9.2.2 The other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable except payment) fails to remedy that breach within a period of 5 Business Days after being notified in writing to do so.
 - 9.2.3 The other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.
 - 9.2.4 The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply.
 - 9.2.5 The other party (being an individual) is the subject of a bankruptcy petition or order.
 - 9.2.6 Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in above.
 - 9.2.7 The other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
or
 - 9.2.8 The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 9.3 For the purposes of clause 9.2.2, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the other party would otherwise derive from:
 - 9.3.1 A substantial portion of this Agreement, as the case may be or
 - 9.3.2 Any of the other party's obligations,



over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake, or misunderstanding.

- 9.4 Termination of this Agreement, however caused, shall be without prejudice to any rights or liabilities accrued at the date of termination and the Client shall be immediately due to pay all payments owing to **Alan Clarke Property Ltd.**
- 9.5 For the avoidance of doubt, if **Alan Clarke Property Ltd.** has introduced the Property or the Seller to the Client prior to termination of this Agreement but an unconditional exchange of contracts has not taken place on or before the date of termination, any payment due to **Alan Clarke Property Ltd.** by the Client pursuant to clause 2 will continue to be due notwithstanding such termination.
- 9.6 Any clauses which, either expressly or by implication are intended to remain or come into force following its termination shall remain or come into force.

10 REFERRAL FEES – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE

- 10.1 At this time, we do not receive any referral fees from any other professional services that we recommend or refer you to.

11 ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes and extinguishes all prior agreements, promises, assurances, warranties, representations, understandings, negotiations, and discussions between the parties (whether written or oral) relating to it.

- 11.1 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 11.2 If there is an inconsistency between the provisions of these Terms and the Form, the provisions of the Form shall prevail.

12 ESTATE AGENTS ACT 1979

The Estate Agents Act 1979 requires **Alan Clarke Property Ltd.** to disclose any interest that it, its employees, or their relatives may have in any property and/or land offered to the Client. If the need arises **Alan Clarke Property Ltd.** shall give the Client details of any such relationship to comply with this requirement.

13 DATA PROTECTION

The Client expressly consents to **Alan Clarke Property Ltd.** processing and supplying to third parties any information, or personal data (as defined in the GDPR) that is supplied to **Alan Clarke Property Ltd.** under or arising out of this Agreement. For further details as to how **Alan Clarke Property Ltd.** deals with personal data, please have reference to **Alan Clarke Property Ltd.**'s Privacy Policy as set out on **Alan Clarke Property Ltd.**, or which can be provided on request. Where and to the extent that the Client disclosed any third party's personal data to **Alan Clarke Property Ltd.** the Client agrees and acknowledges that it shall be the data controller of such personal data and that **Alan Clarke Property Ltd.** shall be deemed to be the data processor (each as defined by the GDPR).

14 NOTICES

- 14.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in the Form in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next Business Day delivery service, commercial courier, or e-mail.
- 14.2 A notice or other communication shall be deemed to have been received:
- 14.2.1 If delivered personally, when left at the address referred to in the Form.
- 14.2.2 If sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting.
- 14.2.3 If delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.



14.3 This clause shall not apply to the service of any proceedings or other documents in any legal action, arbitration or other method of dispute resolution.

15 COMPLAINTS AND DISPUTE RESOLUTION

Alan Clarke Property Ltd. endeavours to provide the highest standards of customer care and professionalism but recognises that on occasions things do not go according to plan. In such instances **Alan Clarke Property Ltd.** operate a complaints procedure (copy available upon request) through which the Client may inform **Alan Clarke Property Ltd.** of any problems which have arisen. The Client agrees that it shall exhaust **Alan Clarke Property Ltd.**'s complaints procedure ahead of escalating any issues or dispute through the Property Ombudsman (further details of which are available via <https://www.tpos.co.uk/> the courts or otherwise.

16 MONEY LAUNDERING

The Money Laundering and Terrorist Financing (Amendment) Regulations 2019 make **Alan Clarke Property Ltd.** duty bound to carry out due diligence checks on all our clients to confirm their identity, current address and the source of any investment funds being used and to record separate evidence of each. We may use either or both traditional and electronic verification methods to fulfill this responsibility. To fulfill a traditional check **Alan Clarke Property Ltd.** may require that the Client provide **Alan Clarke Property Ltd.** with such identification documentation as are requested from time to time and in such form as is requested e.g., photo driving licence, passport, or utility bill. The electronic system allows us to verify you from basic details using electronic data, however it is not a credit check of any kind so will have no effect on you or your credit history. You understand that we will undertake a search with Experian for the purposes of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.

17 MISCELLANEOUS

17.1 **Force Majeure.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of their obligations under this Agreement if such delay or failure results from any events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this Agreement by giving 5 Business Days' written notice to the affected party.

17.2 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.3 **Assignment.** The Client shall not without the prior written consent of **Alan Clarke Property Ltd.** assign, transfer, charge, sub-contract or deal in any other manner with this Agreement or any of its rights or obligations under it or a part of it or purport to do any of the same. **Alan Clarke Property Ltd.** may assign, transfer, charge, sub-contract or deal in any other manner with this Agreement or any of its rights or obligations under it or a part of it or purport to do any of the same without the prior written consent of the Client.

17.4 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, or prevent or restrict the further exercise of that or any other right or remedy.

17.5 **Severance.** If any provision or part-provision of this Agreement becomes invalid, illegal or unenforceable, the parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible gives effect to their intentions as expressed in this Agreement. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement. Failure to agree on such a provision within six months of commencement of those negotiations shall result in the automatic termination of this agreement. The obligations of the parties under any invalid, illegal or unenforceable provision of the agreement shall be suspended during such a negotiation.

17.6 **Third-party rights.** No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone who is not a party to this Agreement, their successors and permitted assignees.

17.7 **Rights and remedies.** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.



17.8 **No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor authorise any party to make or enter into any commitments for or on behalf of any other party. The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this agreement and that they are acting on their own behalf and not for the benefit of any other person.

17.9 **Governing law.** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and shall be construed in accordance with the laws of England.

17.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims)

Schedule – Cancellation Form (For Consumer Clients Only)

Part 1 – Notice of Right to Cancel the Agreement

This Part 1 is a notice from **Alan Clarke Property Ltd.** If the Client wishes to cancel the Agreement, Part 2 below should be completed, and a copy returned to **Alan Clarke Property Ltd.** in accordance with clause 8 of the Terms. The Client should retain a copy of this Schedule for its own records.

Date of Effect: Commencement Date

Name and Address: **Alan Clarke Property Ltd.** – Kemp House, 152-160 City Road, London EC1V 2NX

Send To: Named **Alan Clarke Property Ltd.** contact as per the Form.

Contract Reference No:

Part 2 – Model Cancellation Notice

Complete and return this Model Cancellation Notice **ONLY IF YOU WISH TO CANCEL THE AGREEMENT.**

To: Alan Clarke, c/o **Alan Clarke Property Ltd. Kemp House, 152-160 City Road, London EC1V 2NX**

I/We hereby give notice that I/we wish to cancel the Agreement (Reference Number: _____) entered into between the Client and **Alan Clarke Property Ltd.** for the supply of the Services (each as defined within the Agreement).

Signed:

Print Name:

A duly authorised representative, acting for and on behalf of the Client

Date: