

**RETAINER AGREEMENT – please complete and sign the form below and send to:
Christo & Co 148 Kentish Town Road London NW1 9QB**

FULL NAME:	I am looking for the following type of property: (please circle appropriate one):
ADDRESS:	RETAIL / OFFICES / WAREHOUSE / FACTORY / MIXED
POSTCODE:	SIZE: SQ.FT (..... SQ.M)
TEL:	LOCATION:
FAX:
MOBILE:	FREEHOLD / LEASEHOLD (please circle)
E-MAIL:	BUDGET: £

Dear Sir(s),

Our Property Requirement

I/we hereby agree to retain Christo & Co to act on my/our behalf to introduce suitable property proposals.

I/we would confirm that in the event of Christo & Co effecting an introduction, either directly or indirectly, to a property that I am/we are ready and able to acquire on the agreed terms or on any other terms which I/we may agree to accept, Christo & Co shall look to me/us for payment of Christo & Co's commission.

Leasehold Properties

At the rate of 10% of one year's rental plus VAT at the prevailing rate, plus 5% of any premium or equivalent thereto, exclusive of any capital contributions or rental concessions.

I/we accept that for leasehold properties, Christo & Co's fees do not take into consideration any incentives such as reverse premiums or rent free periods and are purely based on either one year's rental, or in the case of a phased rental deal, the average rental of the first five years or however many years up until the first rent review.

Freehold/Virtual Freehold Properties

In the case of a Freehold/Virtual Freehold properties, 1% of the purchase price plus VAT at the prevailing rate.

I/we accept the above terms and conditions and confirm our instructions by returning this duly completed and signed retainer contract to allow Christo & Co to commence seeking suitable property/properties.

Agents Acting on Behalf of Retained Clients

If you are acting as agents on behalf of unnamed principals, you may be liable to Christo & Co's fees.

I/We the undersigned accept the above Terms & Conditions.

Signed: **Date:**

Important Note

This document forms part of and must be read in conjunction with the enclosed Christo & Co "Agency Terms & Conditions of Engagement" document.

**THE ESTATE AGENTS ACT 1979
AGENCY TERMS & CONDITIONS OF ENGAGEMENT
CHRISTO & CO**

1. PRELIMINARY

- 1.1 These terms may only be varied by agreement in writing between Christo & Co and the Client.
- 1.2 These terms are to be read in conjunction with the fee confirmation letter sent by Christo & Co to the Client.
- 1.3 In the event of any ambiguity or conflict between the fee confirmation letter and these terms of engagement, the terms of the fee confirmation letter shall prevail.

2. DEFINITION OF AGENCY INVOLVEMENT

- 2.1 Christo & Co is required by the Estate Agents Act 1979 and subsequent regulations to define its agency involvement with a Client's property. One of the following alternatives will apply as stated in the fee confirmation letter: -

2.1.1 Sole Selling Rights

You will be liable to pay remuneration to us, in addition to any other costs or charges agree, in each of the following circumstances: -

- (a) if unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself;
- (b) if unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you by anyone during that period or with whom we had negotiations about the property during that period.

2.1.2 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 (missives in Scotland) 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 to you by anyone during that period.

2.1.3 Joint Sole Agency

Where Christo & Co acts as joint agent then the references to sole agency and sole selling rights set out in paragraphs 2.1.1 and 2.1.2 will be substituted by the words joint sole agency and joint selling rights and liability for remuneration will be incurred in the applicable circumstances set out in Condition 2.1.1 to 2.1.3.

2.1.4 Multi Agency

Where we act as a multiple agent we will act in common but not in conjunction with other Estate Agents, intermediaries or individuals. If a sale or letting results following an introduction by Christo & Co in accordance with our terms of business, commission will be payable in full regardless of any claim made by any other parties.

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, or at any time unconditional contracts for the sale/letting of the property are exchanged with a purchaser/tenant introduced by us during the period of our instruction or with whom we had negotiations about the property during that period.

2.2 Properties To Let

The wording set out in paragraphs 2.1.1, 2.1.2 and 2.1.3 is specified in the Estate Agents Act 1979 and relates to the sale of the property. These provisions shall apply in the like manner upon exchange of contracts for the grant of a lease, as they apply to contracts of sale.

2.3 Conditional Contracts

In the case of a conditional contract, an unconditional contract will be deemed to have been exchanged on the date of the satisfaction of the last condition or, if earlier, on the date of the completion of the transaction notwithstanding any condition remains to be satisfied.

2.4 Absence of Contract

If any matter proceeds straight to completion this is to be treated as exchange of unconditional contracts.

3. BASIS OF FEES

3.1.1 Disposal

Unless otherwise agreed in writing, fees on a disposal or surrender will be calculated on the following basis: -

- (a) a freehold or a lease at a nominal rent for a premium of 2.5% of the purchase price;
- (b) on the grant of a new lease or subletting or the assignment of an existing lease: 10% of the annual rent (ignoring any rent-free or concessionary rental period) plus 5% of any positive premium received or negative premium given or on the value of any works carried out and/or goods and/or services supplied or any property exchanged in consideration of the assignment, acquisition or surrender.

When the instruction is withdrawn an abortive fee may be charged calculated on a quantum merit basis.

3.1.2 Acquisitions

Unless otherwise agreed in writing, the fee will be calculated on the following basis: -

- (a) freehold or the acquisition or grant of a lease at a nominal rent for premium of 2% of the purchase price;
- (b) leasehold: 10% of the annual rent (ignoring any rent-free or concessionary rental period) plus 5% of any positive premium received or negative premium given, or on the value of any works carried out and/or goods and/or services supplied or any property exchanged in consideration of the assignment, acquisition or surrender.

Where the instruction is withdrawn an abortive fee may be charged calculated on a quantum merit basis.

3.1.3 In the case of joint selling rights or of a joint sole agency the above fee scales will be multiplied by 1.5 and split equally between both agents.

3.2 Fee accounts will be submitted to the Client in accordance with the terms of Christo & Co's letter of confirmation of instructions, and are due for settlement on presentation.

3.3 VAT is payable in addition to any fees or disbursements invoiced, at the rate prevailing at exchange of contracts.

3.4 Pre-sales and Pre-lets

3.4.1 Where Christo & Co achieves a pre-sale or pre-let of a building which is to be constructed, completed or refurbished prior to completion of the sale or letting, one half of the anticipated fees will be payable on exchange of contracts or agreements for lease, with the balance payable on completion of the sale or lease or upon occupation by the purchaser/tenant whichever is earlier.

3.4.2 In this paragraph 3.4 the expression "pre-sale" and "pre-let" shall mean the exchange of contracts for a sale or of grant of a lease over the property prior to the completion of the works of construction, completion or refurbishment.

3.4.3 In the event that the works to the property are not completed in accordance with the terms of the contract and in consequence the purchaser or tenant refuses to complete the sale or lease, the full fees will still be payable as if the contract has been completed in accordance with its terms, and shall become due and payable at the time when the contract is terminated. However, Christo & Co retains the discretion if it thinks fit to waive all or part of any abortive fee.

3.5 Refund of Fees

Christo & Co will not be liable to refund to the Client all or any part of any fees paid in accordance with this paragraph 3 in the event that, for any reason whatsoever, the contract shall not be completed.

3.6 Interest

Christo & Co reserves the right to charge interest (both before and after any judgement) on any unpaid invoice for fees or marketing costs or other disbursements which remains unpaid 14 days after the date of the invoice,

at the rate of 4% over the base rate from time to time of Barclays bank plc from the date of the invoice until payment is made.

3.7 Method of Payment

Where a capital receipt is to be obtained from a property, Christo & Co reserves the right to require the Client to authorise its solicitors to deduct the fees and costs plus VAT payable hereunder from the proceeds and to remit the same directly to Christo & Co on completion.

3.8 Out of Pocket Expenses

Where it is agreed that Christo & Co's out of pocket expenses are to be paid by the Client, invoices will be available for the Clients inspection, except for minor costs which will be scheduled. Car mileage will be charged at the standard AA scales.

3.9 Associated Companies

Where Christo & Co is instructed to acquire or dispose of a property belonging to a subsidiary or associate of the Client company then the right is reserved to invoice the Client company, if the subsidiary is unable to meet its liabilities.

4. MARKETING COSTS

4.1 Christo & Co will give written notice to the Client of any proposed marketing cost which it wishes to incur on the Clients behalf. At the time of taking instructions approximate estimates of cost for any initial marketing campaign will be given. However Christo & Co reserves the right to revert to the Client with further proposals if additional marketing is required.

4.2 Any costs given are either best estimates or actual quotations from suppliers. Advertising and printing rates quoted will be from the publishers' rate cards current at the date of Christo & Co's marketing proposals. Any rate increases by the publishers made before the advertising space is booked will be passed on to the Client.

4.3 All costs given to the Client are subject to the prevailing rate of VAT. Individual printers' conditions apply to all Client work placed with suppliers.

4.4 Where changes are made to artwork or other advertising material, which are not errors by suppliers, Christo & Co will pass on to the Client any additional charge made by the suppliers for such corrections.

4.5 Whilst every effort is made to provide accurate production costs for artwork, photography, printing, film, etc. these can only be approximate estimates and the final cost may vary.

4.6 Christo & Co reserves the right, where marketing costs would involve substantial financial outlay, to require an advance deposit from the Client to cover such costs. Any surplus sums shall be repaid to the Client, without interest, once all accounts have been finalised and settled. Alternatively, the Client may, at its own discretion, place orders directly with the suppliers. Christo & Co reserves the right to issue further invoices, where marketing costs exceed the deposit held, and such invoices will become due for payment.

5. DISPOSALS

5.1 Christo & Co will be entitled to make the following assumptions, which it will be under no doubt to verify, when instructed to market a property.

5.1.1 All information provided by the Client and/or its professional advisers regarding the property is complete and correct.

5.1.2 Information provided to the extent of and ownership of the property is complete and correct and that there are no encumbrances or unduly onerous or unusual easements restrictions, outgoings or conditions attaching to the property save as specifically notified to Christo & Co.

5.1.3 The property complies with all relevant statutory requirements, including but not limited to bye-laws, fire, health, environmental and safety at work regulations and does not feature on any register or contaminated land.

5.1.4 The property has been constructed and is occupied in accordance with valid planning, building regulations and all other necessary approvals.

5.2 Christo & Co will have no management role or responsibility in relation to the property, in particular the Client shall be responsible for making such security arrangements for the property as the Client shall deem appropriate.

5.3 Christo & Co accepts no liability or responsibility for the maintenance or repair of or for any damage to the property whilst unoccupied. If the property is vacant when adverse weather conditions are likely, frost damage may occur to water and heating systems and sanitary appliances. The Client is strongly recommended to take

all necessary action to protect the property against such risks, and to ensure that adequate insurance cover is in force.

5.4 It is not Christo & Co's policy to provide any services for financial gain, either direct or through a connected person, to a prospective purchaser or tenant in respect of a property it is marketing, until unconditional contracts have been exchanged.

6. ACQUISITIONS

6.1 These conditions apply in the like manner (mutatis mutandis) to purchases as to sales.

6.2 Whilst Christo & Co will use all reasonable care and skill in identifying and negotiating the acquisition of a property to suit the Clients requirements, the Client shall be solely responsible for determining whether the property is suitable, and for carrying out such investigations and inspections as it deems necessary for this purpose.

6.2 Christo & Co will not be responsible for making any local search, or enquiries of local or any other authorities, or investigation of title regarding the property.

6.4 Unless specifically instructed, Christo & Co will not be responsible for undertaking a structural survey of any building, or for undertaking ground surveys, or for testing any services supplied to the property.

7. TERMINATION

Subject to any fixed period of appointment which has been agreed Christo & Co's appointment may be terminated by either party giving 3 months notice in writing to that effect to the other. Any outstanding fees, together with any other disbursements or marketing costs previously agreed with the Client and actually incurred or committed, shall be paid forthwith.

8. REFERENCES

Where Christo & Co introduces a tenant or assignee for a lease of a property, where appropriate references will be taken up and supplied to the Client. Christo & Co is not responsible for the interpretation of any references or accounts obtained, and it is for the Client or its accountants to satisfy themselves as to the financial strength of the proposed tenant or assignee.

9. PERSONAL INTERESTS

Under the Estate Agents Act 1979 Christo & Co must disclose to an intending purchaser or tenant any personal interest, however remote, in a property to be sold or let. The Client is to notify Christo & Co if it is, or becomes, aware of any such relationship with Christo & Co's Directors or staff.

10. JURISDICTION

These terms are subject to English Law.