



**Agreement for a Domestic Relocation Service by A New Location Ltd.**

**1.0 The Parties to the Agreement**

This agreement is made on

Date

1.1 between the Company;

A New Location Ltd., Company No. 05868958

Registered office;

5, Jupiter House  
Calleva Park  
Aldermaston  
Reading  
Berkshire  
RG7 8NN

Trading at

Hilltop  
Busbridge  
Godalming  
Surrey  
GU7 1TJ

1.2 represented by the Consultant

Name and Address Lynne Miskin  
Hilltop  
Busbridge  
Godalming  
Surrey  
GU7 1TJ

1.3 and the Client

Name and Address

1.4 whose legal representative is

Name and Address

1.5 The service provided for the client is a Domestic Relocation Service described in Annex A.

1.6 The area within which the search should be carried out is described below<sup>1</sup>

1.7 The property should have the following features<sup>2</sup>

1.8 The budget is a sum not exceeding<sup>3</sup>

## **2. Definitions**

### **For the purposes of this agreement**

"The Company" means A New Location Ltd. No. 05868958, whose details are given above in paragraph 1.1 and whose representative has signed below.

"The Client" means the person or persons who have engaged the company to provide "The Service", whose details are given above in paragraph 1.3 and whose signature is appended below.

"The Service" means a "Domestic Relocation Service" the details of which are given in Annex A.

"The Consultant" is the individual who will carry out the service on behalf of the company whose details are given above at paragraph 1.2 and whose signature is appended below.

"The agreement" is for the consultant to carry out a Domestic Relocation Service detailed in Annex A on behalf of the client and at the behest of the company.

"The Objective" means the presentation to the client, when and if they become available, of a number of properties; the number of which will vary, is unspecified, is dependant upon market conditions and whose general description fits that given below in Para 1.6 and whose price is normally within the budget given in Para 1.7.

"The Area" is the locality within which the search for a home will be

---

<sup>1</sup> Briefly describe the area within which the search should be carried out by specifying road, postcode, district, town or village

<sup>2</sup> Briefly describe the property including special requirements, the amount of land or garden or whether a refurbishment project is desirable or not.

<sup>3</sup> The budget should be the maximum amount that is available for the purchase, if it appears that there is scope for price negotiation on properties that are above this amount these may be presented to the client for consideration

carried out and it is defined in paragraph 1.5.

"The Market" means the local property market within the defined area.

"Market Conditions" is a term used to describe the number of properties coming onto the market, the prices that are being asked for the properties, how long they remain for sale before a purchaser is found and the prices achieved.

### **3. Background**

3.1 The client wishes to purchase a property for a home, investment or development within the area described above in paragraph 1.6. The Consultant has good knowledge, experience and business relationships within the area and will use that expertise to seek a property for the client. The consultant is independent of any agent or vendor and is contracted to act in the client's best interests at all times.

### **4. Appointment**

4.1 The Client appoints A New Location Ltd. whose consultant will carry out a Domestic Relocation Service that includes presenting to the client a number of properties that fit the description given in Paragraph 1.7 within the budget defined in Para 1.8.

### **5. The Fee**

5.1 The Client shall pay the company a fee that is made up of three parts: a registration fee, a monthly retainer and a success fee. The amount of the fee is described in Annex B.

5.2 All sums payable under the Agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Currently A New Location Ltd. is not registered for VAT and so it will not be charged.

5.3 The registration fee is non refundable and is paid when the Consultant is contracted. The monthly fee is paid by direct debit and in advance. The success fee shall be paid when the Client purchases a property that the Company has found and shall be paid in two installments: 50% on 'exchange of contracts' between the client and the property vendor and 50% 6 weeks later or on completion whichever is earlier.

### **6. Obligations of Consultant**

6.1 The Consultant shall

6.1.1 act as a consultant to the Client

6.1.2 use his/her/their best endeavours to achieve the Objective

6.1.3 devote time to finding a property for the client using a variety of methods including the search of traditional media and the Internet and the use of contacts and professionals within the property trade

6.1.4 deal in an efficient and prompt manner with all requests that emanate from the Client or one of their duly authorised representatives

6.1.5 both during the Agreement and after the termination keep confidential all information gained from the Client that is not in the public domain.

6.1.6 do all things reasonably required by the Client to give effect to this Agreement or protect the rights of the Client.

### **7. Not a Partnership or Agency**

7.1 The Consultant and the Client declare that they are not partners and nothing in the Agreement shall be construed as creating a partnership between them.

7.2 Only if the client requests that the company carries out price negotiations on their behalf shall the company be acting as the client's agent. This will be the subject of a separate contract.

### **8. Expenses**

8.1 In some circumstances the Consultant may incur out of pocket exceptional expenses in the proper provision of the services described. On presentation of an invoice these expenses shall be reimbursed by the Client provided that:

8.1.1 before incurring expenses the Consultant has provided the Client with an adequately detailed written estimate of those expenses and the Client has agreed the same.

8.1.2 On request the Consultant shall provide the Client with such vouchers or other evidence of actual payment of such expenses as the Client may reasonably require.

## **9. Termination**

9.1 If the Client does not pay the Consultant the fees set out in clause 5.1. within 14 days of it becoming due, the Consultant may immediately end the Agreement.

9.2 Without limitation the Client may by notice in writing immediately terminate this Agreement if the Consultant shall:

9.2.1 be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by the Consultant within 21 days of receipt by the Consultant of a notice from the Client specifying the breach and requiring its remedy

9.2.2 be incompetent, guilty of gross misconduct and/or any serious or persistent negligence in the provision of services hereunder

9.2.3 fail or refuse after written instruction to provide the services reasonably and properly required from him or her hereunder

9.2.4 conduct himself or herself in a manner, which, in the reasonable opinion of the Client, brings or is likely to bring the Client into disrepute by association.

9.3 Notwithstanding the forgoing the Client may not terminate this Agreement solely for the Consultant's absence through illness or injury unless such illness or injury prevents the Consultant from providing any services to the Client for a consecutive period of 2 weeks or for an aggregate period of 4 weeks in any period of 6 calendar months.

9.4 Upon termination of this Agreement for any reason the Consultant shall, at the request of the Client, deliver up to the Client all working papers, computer disks and tapes or other material and copies provided to or prepared by the Consultant pursuant to this Agreement.

## **10. Conflict of Interest**

10.1 A conflict of interest shall exist if

10.1.1 the consultant or one of the officers of the company should be seeking a similar property in a similar location to that of a prospective customer at a similar price for their own consideration

10.1.2 two or more clients are engaged by the Company at the same time who are seeking a similar property in a similar location at a similar price

10.2 If a conflict of interest exists as defined in Para's 10.1.1 and 10.1.2 then the company will declare it to prospective customers before they are engaged and refuse their custom until a time when it no longer exists.

## **11. Proper Law and Jurisdiction**

11.1 The Agreement is governed by and construed in all respects in accordance with the Law of England and Wales.

11.2 The Client, the Consultant and the Company irrevocably agree that the courts of England and Wales have exclusive jurisdiction in respect of any dispute, suit, action, arbitration, or proceedings which arise out of or in

connection with the Agreement provided that nothing contained in the Agreement limits the right of either party to bring an action in any other jurisdiction or jurisdictions whether concurrently or otherwise.

11.3 The Client, the Consultant and the Company agree that the first means of settling any dispute will be by arbitration by a party of mutual consent and agreement and that the cost of the arbitration shall be borne by all three parties in equal share. Once entered into then the ruling of the arbitrators shall be final.

**12. Entire Agreement**

12.1 The Client and the Consultant acknowledge that the Agreement contains the whole agreement between them and neither has relied upon any oral or written representations made by the other.

12.2 Both the Client and the Consultant have entered into the Agreement as a result their own independent investigations into all matters relevant to the Agreement.

12.3 The Agreement supersedes any previous agreements between the Client and the Consultant whether written or oral.

12.4 Any previous agreement that there has been is cancelled from the date on which this contract is made but without prejudice to any rights that have already accrued.

**13. Severance and invalidity**

13.1 If any provision of the Agreement is prohibited by law or adjudged by a court to be unlawful, void, or unenforceable, they shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and not affect any other circumstance of, the validity, or enforcement of the Agreement.

**14. Disclaimer**

14.1 Nothing in this agreement absolves the client from the need to carry out the normal precautions or 'due diligence' on purchasing a property that has been sourced by the company. This would normally include surveys and both environmental and planning searches.

14.2 The company bears no responsibility should the property that the Client has purchased prove unsuitable for any reason.

**15. Notice**

15.1 If any notice is required or authorised to be given by the Client or Consultant to the other, it shall be in writing and sent by pre-paid registered or recorded delivery post or facsimile transmission at the address stated in the Agreement or such other address as may be specified by the Client or the Consultant.

15.2 Any notice shall operate and be deemed to have been served at the expiration of the Notice Period.

IN WITNESS whereof the Agreement has been signed the day and year first before written,

Name of Client	Name of Client's Witness

Client's Signature Date	Witness' Signature Date
----------------------------	----------------------------

Company Representative	Name of Consultant
Peter Miskin B.Sc MBA  Director	Lynne Miskin  Director
Signature Date	Consultant's Signature Date

**Annex A**

**Detailed Description of Service**

**Domestic Relocation Service**

This is a service dedicated to the needs of those moving within the UK across county borders or between regions. This service is not simply a search for a home but also a search for schools, good access to transport links and leisure facilities.

The **Domestic Relocation Service** consists of the following elements

**Initial Consultation**

We will arrange a meeting to discuss your requirements and to determine how we can tailor our services to suit your needs. If it is needed we will clarify our Terms and Conditions. We will gather information on the your property search so far, your requirements, your budget, where you are prepared to compromise and where a feature or location is an essential part of your brief. We will advise on the current market conditions and based on the information we have gathered we will put together a timetable and search plan. We will then present this plan to you and check that it truly reflects your requirements before proceeding with our search.

**Initial Search, Collation and Presentation of Results**

Having thoroughly understood your requirements we will explore all avenues to find you a home. We will use our contacts in the trade, talking to developers, agents and on occasion private individuals to gather information about properties being actively marketed and those about to come to the market. In addition we will carry out a comprehensive search of the traditional media and the Internet; here we find our local expertise gives us a clear advantage when determining the pick of the bunch. We will explore less obvious avenues in our search including local property auctions if it appears that this may be productive. We can normally

complete this initial search within a few days and the results are then sorted, assessed and presented in our findings and recommendations.

### **Viewings**

We will carry out viewings on your behalf, liaise with agents and vendors to arrange viewings for you at your convenience and accompany you at your request. This enables us to advise on both the positive and negative aspects of each prospective property. We will carry out up to 10 viewings a month at no extra charge.

### **Continuing Search and Reviews**

We provide regular updates on the results of our continuing search. This will normally take place as new properties come to the market. At monthly intervals we will provide an update on current, local market conditions and when necessary an overview of the search to date. At suitable intervals we will review your requirements and using the information gathered continue our search with renewed focus.

### **Area Familiarisation Tours**

These accompanied tours are designed to help the client refine their search area. Through our knowledge of the area and its amenities we are able to give focus to your search and working with you we are able to target a particular location, often we are able to refine the search to a distinct area, specifically a small number of towns or villages.

### **School Tours and Visits**

We can accompany our clients on visits of the local schools and provide informal advice on their character, reputation and suitability. We can also provide advice on their academic records and reputation for pastoral care.

### **Local Rental Property Search Service**

Should it be necessary we will carry out a search for a rental property. With rental properties there is often a need to move quickly when good homes come to the market. It is our aim to give our clients an advantage in their search through our long-term relationship with local agents. Our priorities when seeking a rental property are suitability, low maintenance, good value and flexible agreements.

### **Negotiation with Agents and Vendors**

On request, and subject to a separate contract, we will carry out negotiations with the vendors and/or agents. This is where we aim to make our service self-funding. Most of our customers find themselves negotiating for a property a few times in a lifetime, our expertise in this area, knowledge of the marketplace and contacts normally mean that we are able to negotiate to excellent effect on your behalf.

## **Annex B Detailed Description of Fees**

### **Fees for Domestic Relocation Service**

#### Initial Consultation

Free if held locally in Surrey, we would normally negotiate a fee for this meeting should it take place elsewhere in the UK or abroad.

#### Registration Fee

£250

#### Monthly Service Charge

£250 pcm

#### Success Fee

0.75% of property price upon exchange or 10% of the difference between the asking price and the price upon exchange of contracts, should we carry out negotiations on your behalf, whichever is greater

The success fee is payable in 2 installments; 50% upon exchange and 50% upon completion or 6 weeks later whichever is sooner.

#### Area Familiarisation Tours,

£300 per day

#### School Tours and Visits

£300 per day

#### Success fee on finding a rental property

Equivalent to 1 months rent

Informal advice on entertainment, shopping and leisure facilities are included in our charges.