



Broker terms of business between Copthall Estates Limited & Brokers/Agents

These broker terms of business apply when you (the “**Broker**”), acting on behalf of your customer (i.e., the ‘Prospective Tenant’) that is interested in letting a property that Copthall Estates Limited (incorporated and registered in England, with company number 12709692 Chart House, 2 Effingham Road, Reigate, Surrey, England, RH2 7JN (“**Copthall Estates**”)) manages on behalf of the beneficial owner of the property within the Copthall Estates property portfolio (each a “**SPV**”), introduce such Prospective Tenant to Copthall Estates in return for Commission (defined below) on the terms of this agreement.

By the Broker proceeding to engage with Copthall Estates, making an Introduction (*as defined below*) to, and arranging a Viewing (*as defined below*) with, Copthall Estates and subsequently submitting an invoice to Copthall Estates and receiving payment of Commission (*as defined below*) from the relevant SPV, the Broker acknowledges and agrees that it has read, understood and agrees to the terms of this agreement.

This agreement applies to the exclusion of any other terms that the Broker seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

CONTACT US. All enquiries, including prospects, must be referred to the Copthall Estates sales team via the email address: **enquiry@copthallestates.com**.

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Availability/Fee Schedule: Copthall Estates property portfolio schedule setting out property availability and applicable Commission rates for each such Property, as updated from time to time by Copthall Estates via its ‘live’ Google spreadsheet link provided to the Broker.

Business Day(s): a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commission: has the meaning given in clause 7.2.

Introduction: the provision by the Broker to Copthall Estates of the name of a Prospective Tenant in respect of the Property as per clause 3.1. **Introduce, Introduces, and Introduced** shall be interpreted accordingly.

Introduction Date: for each Prospective Tenant, the date during the term of this agreement on which the Broker first Introduces such Prospective Tenant to Copthall Estates in accordance with clause 3.1.



Introduction Period: for each Prospective Tenant, 6 months from the Introduction Date, irrespective of whether such period ends before or after the date of termination of this agreement.

Property: the property to which this agreement relates, as identified in the initial Introduction by the Broker to Copthall Estates.

Prospective Tenant: a person with whom Copthall Estates has had no previous dealings with and/or has not been in bona fide negotiations to enter into a Tenancy Agreement in respect of any property within the Copthall Estates portfolio before the Introduction Date.

Rent: all sums paid by or on behalf of the Tenant for the use of the Property, whether expressed to be rent or otherwise.

SPV: the person who is the legal and or beneficial owner of the Property.

Successful Introduction: a successful Introduction has the meaning given to it in clause 3.3. **Successfully Introduce, Successfully Introduces, and Successfully Introduced** shall be interpreted accordingly.

Successful Viewing: a viewing of the Property that is attended by both the Broker and the Introduced Prospective Tenant as specified in clause 3.2.

Tenancy Contract: the tenancy agreement entered into during the Introduction Period between the SPV and a Prospective Tenant that was Successfully Introduced by the Broker.

Viewing: a viewing of the Property by the Prospective Tenant as set out in clause 3.2.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

2. Appointment

2.1 Copthall Estates appoints the Broker on a non-exclusive basis to identify Prospective Tenants interested in letting the Property and to make Introductions of such persons to Copthall Estates on the terms of this agreement.

2.2 Copthall Estates shall be free to market the Property and to make offers or quotations to or negotiate with or let the Property to any person without any obligation to pay commission to the Broker, other than as set out in this agreement.

2.3 Copthall Estates manages a large real estate portfolio. An Introduction or the arrangement of a Viewing by the Broker to Copthall Estates in respect of multiple properties in its portfolio shall be treated as separate opportunities. An Introduction made in respect of any Property does not confer any rights, claims, or priority for other properties under the management of Copthall Estates. Separate referrals and acceptances must be submitted for each individual property in the Copthall Estates portfolio.



3. Introductions

- 3.1 The Broker shall in the first instance make an Introduction via the email address identified in the 'Contact Us' section above to Copthall Estates by providing the name of the Prospective Tenant interested in letting the Property in order for Copthall Estates to confirm that it does not have dealings with such Prospective Tenant or reject such Introduction if the Prospective Tenant is already known to Copthall Estates. In the event the Prospective Tenant is not known to Copthall Estates, it will confirm acceptance of the initial Introduction via issuing the Broker an official acceptance notice via email, and this will be considered as a **'Successful Enquiry'**.
- 3.2 Following receipt of confirmation of a Successful Enquiry, the Broker may arrange for a Viewing of the Property by the Prospective Tenant with Copthall Estates (a **"Viewing"**). A **'Successful Viewing'** will be considered as a Viewing that is successfully attended by both the Broker and the Prospective Tenant at the Property at the relevant time as indicated by Copthall Estates records. A 'Viewing' will still be considered as a 'Successful Viewing' if the Broker has notified Copthall Estates in advance that it will not be able to attend a Viewing and Copthall Estates has agreed to continue to facilitate the Viewing without the Broker, provided that Copthall Estates has been provided with the name, contact details and phone number of the Prospective Tenant before such Viewing.
- 3.3 Commission is only payable to the Broker where a Prospective Tenant has been Successfully Introduced to Copthall Estates **and** a Successful Viewing has been completed (a **"Successful Introduction"**). In the event that multiple brokers have Introduced the same Prospective Tenant to Copthall Estates in relation to the Property, Copthall Estates shall accept the first Viewing scheduled. The broker that arranges and completes the first Successful Viewing of the Property will only be entitled to the Commission.
- 3.4 Successful Introductions will be considered valid for a period of six months from the Introduction Date. If after this period, the Prospective Tenant/the Broker intends for the Introduction to not lapse, Copthall Estates may agree to extend the Introduction Period in its sole discretion and agree for such Prospective Tenant to view the Property as a priority ahead of other Viewings scheduled for the Property. Accordingly, unless otherwise agreed by Copthall Estates, after this period, no Commission or other compensation shall be payable where the SPV and the Prospective Tenant enter into a Tenancy Contract 6 months after the Introduction Date.

4. Broker's obligations

- 4.1 The Broker shall act towards Copthall Estates conscientiously and in good faith and not allow its interests to conflict with the duties that it owes to Copthall Estates under this agreement and applicable laws.



- 4.2 The Broker shall comply with all reasonable and lawful instructions of Copthall Estates from time to time.
- 4.3 The Broker shall act in accordance with sound commercial principles in its relations with its customers (i.e., Potential Tenants) (including if required as to assessing, and where appropriate obtaining independent assessments of, their creditworthiness) and shall do nothing which Copthall Estates considers could be prejudicial to its goodwill or commercial interests.
- 4.4 The Broker shall have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind Copthall Estates in any way (including in respect of the Tenancy Contract), and shall not do any act which might reasonably create the impression that the Broker is so authorised.
- 4.5 The Broker shall not make or enter into any contracts or commitments or incur any liability for or on behalf of Copthall Estates, including in respect of the Property.
- 4.6 Unless otherwise agreed between the parties, the Broker shall not produce any marketing material for Copthall Estates or use Copthall Estates' name, logo or trade marks on any marketing material (or otherwise) without the prior written consent of Copthall Estates. Where Copthall Estates gives such consent, the Broker shall comply with all instructions that Copthall Estates makes available regarding the use of Copthall Estates' name, logo and trade marks. Copthall Estates reserves the right to require immediate removal or correction of any listing or marketing materials that do not comply with its instructions.
- 5. Disclaimer – the Broker's attention is particularly drawn to this clause.**
- 5.1 Although Copthall Estates, as agent for the relevant SPV, shall use its reasonable endeavours to provide the Broker with up to date and accurate information about the Property, neither Copthall Estates, nor any SPV, or other affiliated member, makes any representation, warranty or guarantee, whether express or implied, that such information is accurate, complete or up to date. Information about the Property is provided for general information only. It is not intended to amount to material on which the Broker (or any Prospective Tenant) should rely and does not constitute any part of an offer or contract. The Broker and any Prospective Tenant must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content of such information.
- 5.2 The Broker shall not, without Copthall Estates' prior written consent, make or give any representations, warranties or other promises concerning the Property (or any part thereof) which are not contained in Copthall Estates' marketing material. The Broker is responsible for ensuring that the Property is suitable for the relevant Prospective Tenants' needs and is fit for such purposes and for carrying out such investigations and surveys as are necessary or convenient for this purpose and Copthall Estates (and any SPV) will have no responsibility for this.



6. Obligations of Copthall Estates

6.1 Copthall Estates shall:

- (a) at all material times act in good faith towards the Broker;
- (b) use its reasonable endeavours to provide the Broker with relevant information about the Property, including the intended letting commencement date, SPV details, Rent details, initial term of the letting and any other information reasonably requested by the Broker from time to time; and
- (c) inform the Broker as soon as reasonably practicable possible if the Property ceases to be available to let.

6.2 Copthall Estates shall not be responsible for any expenses incurred by the Broker unless such expenses have been agreed by Copthall Estates in writing, in advance.

6.3 Copthall Estates shall be under no obligation to:

- (a) follow up any Introduction made by the Broker; or
- (b) to procure that the relevant SPV enters into a Tenancy Contract.

7. Commission and payment

7.1 The Broker shall be entitled to Commission if a Prospective Tenant Successfully Introduced by the Broker enters into a Tenancy Contract. Commission is not payable where Copthall Estates has had any prior introduction to the Client; or has received an enquiry from the Prospective Tenant independently of the Introduction by the Broker; or where Copthall Estates has a pre-existing relationship with the Prospective Tenant. Where the Prospective Tenant lets another property that Copthall Estates manages, no Commission is payable unless such property has been Successfully Introduced by the Broker.

7.2 The rate of Commission payable shall be at the rate as specified for the relevant Property set out in Copthall Estates Availability/Fee Schedule made available to the Broker via a Google 'live' spreadsheet directly to the Broker via email (as updated from time to time) of the total Rent for the first 12 months of the Tenancy Contract ("Commission**"). If no rate is specified for the Property, the amount payable shall be at the rate of 10%. No additional Commission shall be payable in the event of any extension or renewal of the Tenancy Contract after the initial 12-month term.**

7.3 If a Tenancy Contract includes a break clause within the first 12 months of the term, the Commission due to the Broker shall be pro-rated up to such break date. Accordingly, the Broker's initial invoice must cover only the period from the Tenancy Contract commencement date up to the break date. If the Prospective Tenant does not exercise the break and remains in occupation beyond the break date, the Broker may then issue a second invoice for the remaining Commission due.



- 7.4 Following completion of the Tenancy Contract, in the event the Prospective Tenant extends the office space during the initial 12 months of the Tenancy Contract, the Broker will be entitled to additional Commission at a rate of 10% calculated in respect of the additional Rent payable for such space up to the end of the initial 12-month period. No additional Commission will be due if the extension of any office space takes effect after the initial 12-month term of the Tenancy Contract.
- 7.5 In the event the Tenancy Contract is terminated early for any reason during the initial 12-month term of such Tenancy Contract, Copthall Estates shall be entitled to a pro-rata refund of the Commission paid/payable for the remainder of the initial 12-month term during such time that the SPV does not receive any Rental payments. At such point in time, Copthall Estates on behalf of the SPV, shall be entitled to issue a credit note to the Broker. The Broker shall re-imburse the SPV in accordance with such credit note within 20 Business Days of receipt of the notice.
- 7.6 The Broker shall be required to request and complete all of its relevant KYC, anti-money laundering and any other checks required on Copthall Estates and the relevant SPV prior to issuing any invoice. Copthall Estates (and the SPV) shall be under no obligation to provide any requested documents/information after the final invoice has been issued by the Broker.
- 7.7 Commission shall become due on completion of contracts for the letting of the Property between the Successfully Introduced Prospective Tenant and the relevant SPV and such SPV has received full payment of all completion monies (i.e., the applicable security deposit and any monthly Rental amounts due on completion/ in advance). At such point in time, subject to clauses 7.3 – 7.6 (inclusive), the Broker shall be entitled to issue an invoice(s) to Copthall Estates which is to be payable by the relevant SPV for the Commission due. Unless otherwise agreed with Copthall Estates, should the Broker not issue the relevant invoice within 60 days of such date, the Broker's Commission shall be forfeited. The relevant SPV shall have ultimate responsibility and liability for payment of any such invoice.
- 7.8 The SPV shall pay the Broker the Commission due under this agreement within 20 Business Days of receipt of a valid and undisputed VAT invoice from the Broker for the relevant Commission due/payable.
- 7.9 Commission shall be payable to the Broker in pounds sterling.
- 7.10 All sums payable under this agreement:
- (a) are exclusive of value added tax or other applicable sales tax, which shall be added to the sum in question; and
 - (b) shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payer is required by law to deduct withholding tax from sums payable to the payee. If the payer is required by law to deduct withholding tax, then the payer and the payee shall co-operate in all respects and take all reasonable steps necessary to:
 - (i) lawfully avoid making any such deductions; or
 - (ii) enable the payee to obtain a tax credit in respect of the amount withheld.



- 7.11 If the SPV fails to make any payment due to the Broker under this agreement by the due date for payment, then, without limiting the Broker's remedies under this agreement, such SPV shall pay interest on the overdue sum from the due date until payment of the overdue sum, where before or after judgment. Interest under this clause 7.11 will accrue at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 7.12 Copthall Estates shall promptly notify the Broker in writing of the following after the SPV and the Prospective Tenant enter into a Tenancy Contract:
- (a) the commencement date of such Tenancy Contract;
 - (b) the amount of the total Rent due for the first 12 months of the term of the Tenancy Contract; and
 - (c) the dates on which the security deposit and any advance Rental payments are due.
- 7.13 Each party shall keep separate accounts and records in respect to the Booking Charges agreed and Commission payable under this agreement.
- 7.14 If any dispute arises as to the amount of Commission payable by the relevant SPV to the Broker, the parties agree to escalate to their respective senior management to discuss in good faith with a view to reaching an amicable resolution. If the parties are unable to reach such amicable resolution within 1 month, the parties may commence proceedings in accordance with clause 12.10.

8. Compliance

- 8.1 Each party shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.
- 8.2 The Broker shall:
- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2020;
 - (b) notify Copthall Estates in writing if it becomes aware of any breach of clause 8.2(a) or has reason to believe that it has received any request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement;
 - (c) not engage in any activity, practice or conduct which would constitute fraud, including but not limited to a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023; and
 - (d) notify Copthall Estates (in writing) if it becomes aware of any suspected or actual breach of clause 8.2(c), or has reason to believe that it has received a request or demand to commit a fraud offence within the meaning of section 199(6) of the Economic Crime and Corporate Transparency Act 2023, in connection with the performance of this agreement.



9. Data protection

9.1 Definitions

- (a) **Controller and personal data:** shall have the meanings given in the Data Protection Legislation.
- (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (**DPA 2018**) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- (c) **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

9.2 Each party acknowledges that one party (the “**Data Discloser**”) will regularly disclose to the other party personal data collected by the Data Discloser for the purpose of this agreement.

9.3 For full details of Copthall Estates privacy and data handling policies, please refer to: <https://copthallstates.com/privacy-policy>.

9.4 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall constitute a material breach for the purposes of this agreement.

10. Limitation of liability

10.1 **Scope of this clause.** The following definitions apply in this clause 10:

- (a) **liability:** every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence) or otherwise; and
- (b) **default:** any act or omission resulting in one party incurring liability to the other.

10.2 **Unlimited liabilities.** Nothing in this agreement limits or excludes:

- (a) liability for any deliberate or wilful default;
- (b) liability for death or personal injury caused by negligence;
- (c) liability for fraud or fraudulent misrepresentation; or
- (d) any other liability that cannot legally be limited or excluded.

10.3 **Limitations of liability.** Subject to clause 10.2:

- (a) each party excludes its liability for loss of profits and indirect or consequential loss;



- (b) each party's total aggregate liability for all loss or damage shall not exceed the amount of the Commission; and
- (c) all conditions, warranties, representations or other terms that might otherwise be implied into this agreement by statute, common law or otherwise are excluded from this agreement.

11. Term and Termination

- 11.1 This agreement shall commence upon the Introduction Date and will continue until terminated by either party in accordance with its terms or on completion of payment of the Commission (whichever is the earlier).
- 11.2 This agreement may be terminated at any time by either party upon 30 days' written notice to the other party.
- 11.3 Copthall Estates will be responsible for payment of all Commissions earned up to the date of termination.
- 11.4 Copthall Estates may terminate this agreement on notice with immediate effect if the Broker is in material breach of its obligations under clause 4 and/or its compliance obligations in clauses 8 or 9.
- 11.5 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

12. General

- 12.1 **Force majeure.** Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 3 weeks, the party not affected may terminate this agreement by giving not less than 1 weeks' written notice to the affected party.
- 12.2 **Assignment and other dealings.** The Broker may not transfer its rights under this agreement to anyone without the Copthall Estates' prior written consent. Copthall Estate may transfer its rights under this agreement to another business without consent from the Broker. Copthall Estates will notify the Broker of the transfer and make sure that the Broker's rights are not adversely affected as a result.
- 12.3 **Confidentiality**
 - (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.3(b).



- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

- 12.4 **Entire agreement.** This agreement, and the Availability/Fee Schedule, constitutes the entire agreement between the parties.
- 12.5 **Variation.** No variation of this agreement shall be effective unless it is in writing, signed by the parties (or their authorised representatives), and expressly states that it is amending this agreement.
- 12.6 **Waiver.** The failure by either party to exercise any right, power, or privilege under the terms of this letter agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
- 12.7 **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 12.8 **Third party rights.** This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 12.9 **Governing law.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.
- 12.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.