

Aveyron Search & Service

Property Search Service Agreement

This agreement is made on

Between "the Client":

And: "the Company" Aveyron Search & Service (Siret no: 50194345000012) the registered office of which is Le Barnoufie, Vialatelle, 12260 La Capelle Balaguier, France.

1. Recital

- 1.1. This agreement is made between the Client or Clients specified at its head and the Company, Aveyron Search & Service, registered address: Le Barnoufie, Vialatelle, 12260 La Capelle Balaguier, France (hereafter referred to as "the Company") for the services as set out in section two of this agreement.
- 1.2. This agreement details the terms and conditions of business of the Company which is instructed to act as the sole agent for the Client in the identification of a suitable property for the Client to purchase in accordance with the Client's criteria.
- 1.3. This agreement contains the whole of the terms of the contract between the Client and the Company unless the same are varied or amended in writing by agreement between the Client and the Company.
- 1.4. The decision to incur any expense investigating the purchase of a property or to purchase any property is entirely the responsibility of the Client.
- 1.5. References in this agreement to terms in the singular include the plural and to the masculine the feminine unless the context requires otherwise.
- 1.6. Sub headings in this agreement are provided for ease of reference and do not form part of the agreement unless the context requires otherwise.

2. Definitions

- 2.1. "The Client" means the person or persons identified as the Client at the head of this contract.
- 2.2. "commission" means the payments set out in clause 4 of this agreement
- 2.3. "The Company" means Aveyron Search & Service, registered address: Le Barnoufie, Vialatelle, 12260 La Capelle Balaguier
- 2.4. "expenses" means the payments set out in clause 4 of this agreement.
- 2.5. "fees" means the payments set out in clause 4 of this agreement.
- 2.6. "months" means calendar months.

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- 2.7. "registration period" means a period of 3 calendar months commencing during which the Company agrees to provide the services and the Client agrees to pay the Company's fees.
- 2.8. "services" means the professional services provided by the Company as set out in clause 3 of this agreement.
- 2.9. "terms of reference" is defined as the Client's requirements with respect to the property provided to the Company on its standard form or amendment to that form in writing.

3. Services

- 3.1. On signing this agreement and receiving payment of the registration fee as set out in clause 4 hereof and the Client's terms of reference the Company will commence work and undertake a search of property against the Client's criteria the Company will commence providing the services.
- 3.2. The specific services which the Company will provide are:
 - 3.2.1. to carry out an initial search for property
 - 3.2.2. to provide an initial shortlist of properties deemed by the Company most closely to reflect the Client's requirements.
 - 3.2.3. to assess the properties on the initial shortlist
 - 3.2.4. to prepare a report on each property deemed by the Company to merit such a report including their associated locations, services and amenities.
 - 3.2.5. to prepare a final shortlist
 - 3.2.6. to make appointments for the Client to view each property on the final shortlist at the Client's request.
- 3.3. While every effort is made to provide the services as comprehensively as possible the Company may not be able to identify all available property.
- 3.4. While every effort will be made by the Company to locate a suitable property this agreement is no guarantee of success.
- 3.5. Additional services covered by Aveyron Search & Service will be quoted for on an individual basis and by an additional agreement. Fees for these bespoke services will become due as set out in the additional agreement.
- 3.6. Services not provided by the Company:
 - 3.6.1. For the avoidance of doubt the Company does not provide the services of a solicitor, licensed conveyancer or other legal adviser, estate agent, financial adviser, mortgage consultant, surveyor or valuer. Clients are strongly advised to obtain appropriate professional advice.

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4. Fees and commission

- 4.1. On signing this agreement the Client agrees to pay the registration fee of 500 Euros to the Company. The registration fee entitles the Client to the Company's services for a period of three calendar months commencing with the date of the agreement.
- 4.2. At the end of each three calendar month registration period the Client must notify the Company in writing if the Client wishes the Company to continue to provide the services for a period of a further registration period of 3 months
- 4.3. By requesting the Company to continue to provide the services for a further registration period of 3 months the Client agrees to pay the Company a re-registration fee of 350 Euros. Re-registration fees are not subtracted from any commission fee that becomes due.
- 4.4. From time to time the Company may increase the re-registration fee. The Client will always be notified of this in writing. The Client's obligation to pay such an amended re-registration fee and the Company's obligation to provide services following re registration only arises when the Client agrees in writing to pay the amended re-registration fee.
- 4.5. The Company may decline the Client's request for it to provide services for any period of re-registration.
- 4.6. Should the Client purchase a property introduced to him by the Company the Client agrees that a commission of 2.5% of the purchase price of the property, including the agency fees, subject to a minimum of 4,000 Euros (less the initial registration fee of 500 Euros) is payable to the Company at the signing of the 'Compromis de Vente'.

The Client agrees to inform his Solicitor and/or Notaire of this agreement on instruction.
- 4.7. For the purposes of paragraph 4.6 a property shall be deemed to have been introduced to the Client by the Company if it is included in any shortlist provided by the Company for the Client or details of it are otherwise provided by the Company to the Client or to any third party acting on behalf of the Client.
- 4.8. In the event of the Company incurring additional expenses which will be agreed in writing with the Client prior to being incurred and are payable on demand by the Company.
- 4.9. In the event that the signing of the 'Compromis de Vente' is not concluded despite all the necessary efforts undertaken by the Company, the Company is entitled to ask for damages from the Client as compensation for the diligences it made in achieving the sale. The amount of damages will be equal to the amount of the commission the Company would have received if the 'Compromis de Vente' would have been signed.

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5. The Client's obligations

- 5.1. The Client agrees to pay the Company's fees as provided in clause 4 of this agreement immediately they become due and immediately upon demand.
- 5.2. The Client agrees to pay all expenses reasonably incurred by the Company pursuant to clause 4.8 or otherwise immediately upon demand.
- 5.3. The Client agrees to pay interest on all fees, commission and expenses not settled immediately that they fall due for payment at the rate of 2% above the Base Lending Rate of the Bank of France then obtaining.
- 5.4. To permit the Company to provide the services effectively the Client agrees to provide the terms of reference succinctly and accurately and to notify the Company of any changes to them immediately and in writing.
- 5.5. The Client agrees to notify his solicitor and/or Notaire and any estate agent acting for the vendor of any property and the vendor of any property which he purchases of the fact of this agreement, the identity of the Company and the Client's obligation to pay the Company the commission due on the purchase of the property.
- 5.6. The obligation under clause 5.5 shall arise during the course of any registration period under this agreement and for 12 calendar months following termination of the agreement howsoever this occurs.
- 5.7. The Client agrees to instruct a suitably qualified solicitor and/or Notaire to act for him on the purchase of any property.
- 5.8. The Client agrees where necessary to instruct a suitably qualified surveyor or valuer and agrees that whether or not he does it does not form part of the services provided by the Company to advise on any matter of law, any matter related to the structure, repair or condition of the property or any matter relating to the value or price of the property.
- 5.9. The Client agrees that he is responsible for all fees incurred in respect of the purchase or proposed purchase of any property due to any other party including for the avoidance of doubt solicitors, notaires, estate agents, surveyors, or contractors.

6. Termination

- 6.1. The Company retains an absolute discretion whether to continue to provide the services. At any time on written notice to the Client it may terminate the Client's registration. If it does so it will repay the registration fee in proportion to the number of days outstanding in the current registration period.

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- 6.2. The Client may terminate this agreement at any time on giving written notice to the Company. In the event of the Client doing so he remains responsible for the payment of the whole of:
- 6.2.1. any registration or re registration fee due pursuant to clause 4;
 - 6.2.2. any commission due pursuant to clause 4;
 - 6.2.3. any expenses due pursuant to clause 5.2

7. Exclusions of Liability

- 7.1. The Company does not guarantee that it will identify a property which the Client will decide to purchase and does not accept responsibility or liability in the event that the same is not identified.
- 7.2. The Company does not guarantee that it will identify all properties meeting the Client's criteria and does not accept any responsibility for not identifying any property to the Client.
- 7.3. The Company does accept responsibility or liability for any description of any property provided by it to the Client. All information (whether written and verbal and whether or not created by the Company) is provided by the Company to the Client in good faith and is for information purposes only and does not form any part of a contract relating to the purchase of any property.
- 7.4. The Company does not accept responsibility or liability for any description of any property provided by any third party.
- 7.5. The Company does not accept responsibility or liability for the Client not discovering prior to the purchase of a property or to incurring expense in respect of the same any planning application or pending planning application in respect of or in the vicinity of the property.
- 7.6. The Company does not accept any responsibility or liability caused by or arising from the physical state of any property, including for the avoidance of doubt any injury sustained by the Client or person accompanying the Client when viewing a property or otherwise.
- 7.7. The Company does not accept any responsibility or liability caused by or arising from the physical state of any property, including for the avoidance of doubt any defect in the same whether having a detrimental effect on the value of the property or requiring remedial work or otherwise.
- 7.8. The Company does not accept any responsibility or liability caused by or arising from any matter of law relating to the purchase of the property, its title or any covenant, easement or other right to which it is or is claimed to be subject or any effect of the same upon the value of the property.
- 7.9. The Company does not accept any responsibility or liability arising from or relating to the risk of flooding, vandalism, theft, nuisance, construction or

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other work, planning application or any other matter detrimental to the Client's use or enjoyment of the property.

- 7.10. The Company does not accept responsibility for any negligence alleged to have been caused by it, its servants or agents save where the same has caused personal injury.

8. Entire Agreement

- 8.1. The supply of the services by the Company is subject to the Terms of Business set out in the agreement and, unless otherwise expressly agreed in writing by the company, these conditions shall prevail over any other terms and conditions and shall comprise the whole agreement between the Client and the Company.
- 8.2. No relaxation or delay or indulgence by the Company in exercising any of its rights under this agreement or enforcing any of the terms and conditions contained herein or the granting of time by the Company for the remedy of any breach thereof shall have the effect of waiving or varying the terms of this agreement or operate as a waiver of any continuing or subsequent breach.
- 8.3. If at any time any of the terms of this agreement are found to be unreasonable, invalid or unlawful then the validity of the remaining terms or parts thereof shall not in any way be affected or impaired and shall remain in force as if the unreasonable, invalid or unlawful part had not been included.
- 8.4. For the avoidance of doubt, nothing in this agreement shall confer on any third party any benefit or the right to enforce any term of this agreement.
- 8.5. This agreement is governed by the laws of France and the parties to it agree to submit to the exclusive jurisdiction of the Courts of France.

Place:

Date:

Signatures:

The Client: _____

The Company: _____