



Broker /Agent Terms and Conditions

1. Overview

1.1 These terms and conditions ("**Terms and Conditions**") are applicable to Us&Co and relate to the payment of Commissions to Brokers for the referral of new Clients leading to Completed Sales on the terms specified herein.

1.2 Submitting any referral to Us&Co indicates acceptance of these Terms and Conditions and Us&Co reserves the right to amend or terminate these conditions without prior notice.

1.3 Us&Co only works with commercial brokers and agents and real estate brokers/agents.

1.4 Us&Co shall be under no obligation to follow up any referral made by a Broker or enter into an Occupation Agreement.

1.5 For any queries relating to these Terms and Conditions, please contact Us&Co:

Call: 0203 102 4010

Email: enquiries@usandco.com

2. Definitions and interpretation

2.1 In these Terms and Conditions:

- (a) "**Broker**" refers to either a broker and/or an agent as the case may be;
- (b) "**Client**" means a person with whom Us&Co has not at any time previously entered into, or entered into negotiations in order to enter into, an Occupation Agreement;
- (c) "**Commission**" has the meaning given to it in clause 4;
- (d) "**Completed Sale**" means a sale where the Client (i) has signed an Occupation Agreement and (ii) has paid both the deposit invoice (if applicable) and the first occupation fee invoice due under the Occupation Agreement;
- (e) "**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);
- (f) "**Occupation Agreement**" means an office occupation agreement between Us&Co and a Client whether for a fixed term or a month-to-month rolling term;



(g) “**Qualified lead**” means any lead submitted with Client details which has been accepted by Us&Co;

(h) “**Us&Co**” means Artesian UsCo Ltd (company number 03154423) of 7 Harp Lane, London, EC3R 6DP, trading as Us&Co;

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

3. Duties of the Broker and limitation of authority

3.1 Every referral must be submitted to Us&Co as a Qualified Lead for a Commission on a Completed Sale and must be registered via enquiries@usandco.com.

3.2 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 Us&Co in any way and shall not do any act which might reasonably create the impression that the Broker is so authorised.

3.3 The Broker shall not produce any marketing material for Us&Co’s services or use Us&Co’s name, logo or trademarks on any marketing material without the prior written consent of Us&Co. Where Us&Co gives such consent, the Broker shall comply with all instructions that Us&Co makes available regarding the use of Us&Co’s name, logo and trademarks.

3.4 The Broker shall not, without Us&Co’s prior written consent, make or give any representations, warranties or other promises which are not contained in Us&Co’s marketing material.

3.5 Where a Client is referred by the Broker, and the Client then introduces Us&Co to a third party who enters into an Occupation Agreement with Us&Co, the Broker shall not, by virtue of such initial referral, be deemed to have referred the third party to Us&Co.

4. Commission

4.1 The Broker shall be entitled to a Commission if a Client referral by the Broker results in a Completed Sale.

4.2 The amount of Commission shall be calculated using the following formula:

$$10\% \times A \times B$$

Where

A = the monthly office fee payable under the Occupation Agreement net of VAT

B = the term of the Occupation Agreement in months, limited to a maximum of 12 months and excluding any Occupation Agreement fee free periods



4.3 Where a Completed Sale relates to an Occupation Agreement with a month-to-month rolling term, the amount of Commission shall be 10% of each monthly fee received by Us&Co, limited to a maximum of 12 payments.

5. Commission payment conditions

5.1 Subject to clause 5.2, payment will be made following receipt and processing of a valid invoice from the Broker.

5.2 Commission invoices will only be paid:

- (a) Only once Us&Co has received both the deposit and first month's fee due under the Occupation Agreement from the Client;
- (b) if the Commission invoice is received within 90 days of the Completed Sale;
- (c) in the case of a month-to-month rolling term Occupation Agreement, if the Commission invoice is expressed to relate to the preceding three month period of the Occupation Agreement; and
- (d) if the Commission invoice is expressed to be payable to the named brokerage company which provided the Qualified Lease and for the avoidance of doubt Commissions will not be paid to individual Brokers.

5.3 All payments will be made by Bank Transfer and will be paid in pounds sterling.

5.4 If any Commissions have been paid and the relevant Client is then in breach of the terms of their Occupation Agreement, Us&Co will be entitled to recoup the Commissions pro-rated for the period to which the default relates. The Broker shall promptly repay such sums upon receipt of an invoice from Us&Co.

5.5 If any dispute arises as to the amount of Commission payable by Us&Co to the Broker, Us&Co's decision, save in the case of manifest error, shall be final and binding on both parties.

6. Compliance

6.1 The Broker shall at its own expense comply with all laws and regulations relating to its activities under these Terms and Conditions, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

6.2 Without prejudice to the generality of clause 6.1, the Broker shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (BA 2010) and with Data Protection Legislation.



7. Governing law and jurisdiction

7.1 These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

7.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims).