SOCIAL HOUSING CONNECT

PARTNERING LANDLORDS & PROVIDERS

NON-CIRCUMVENTION, NON-DISCLOSURE & SERVICE AGREEMENT

This Agreement is made between:

(1) Social Housing Connect Ltd, whose registered office is at Unit 27, Trent South Industrial Park, Little Tennis St, Nottingham NG2 4EQ, with company number 17030395 (the **"Contractor" / "Introducer"**); and

(2) _____, of
Address: _____
Email: _____
Contact Number: _____
(the **"Client" / "Landlord"**).

Together the **"Parties"** and each a **"Party"**.

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1. Purpose

1.1 The Contractor will introduce one or more supported living / social housing providers (the **“Provider(s)”**) to the Landlord with a view to the Landlord granting a lease or other agreement in respect of the property at:

(the **“Property”**).

1.2 In connection with this, the Contractor will provide services and disclose certain confidential and commercially sensitive information, including the identity of Providers.

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2. Services Provided

The Contractor shall:

2.1 Identify, engage, and liaise with supported living / social housing providers.
2.2 Arrange and attend viewings where required.
2.3 Negotiate lease terms and rental values in the Landlord’s best interests.
2.4 Liaise with all relevant parties to facilitate the progression of a lease agreement.
2.5 Perform any additional agreed services confirmed in writing by both Parties.

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3. Term

3.1 This Agreement shall commence on the date of signing and continue until:
(a) completion of the Services (defined as signing of a lease or occupancy agreement), or
(b) earlier termination by agreement in writing.

3.2 The Contractor shall have an initial period of **2 months** to source a Provider.

3.3 The term may be extended by mutual written agreement.

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4. Fees and Payment

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4.1 Retainer Fee

Upon instruction, the Landlord shall pay a non-refundable retainer fee of **£250 plus VAT (if applicable)** to the Agent. The retainer fee is payable prior to the commencement of any sourcing, marketing, negotiation, due diligence, or provider introduction activities.

The retainer fee shall be credited in full against the Agent's success fee upon completion of a lease agreement between the Landlord and a provider introduced by the Agent.

The retainer fee is intended to compensate the Agent for the time, resources, market research, provider engagement, and administrative work undertaken in sourcing suitable providers and is therefore non-refundable if:

- The Landlord withdraws the property from the market;
- The Landlord decides not to proceed with any provider introduced by the Agent;
- The Landlord accepts an offer and subsequently withdraws from negotiations;
- The Landlord enters into an agreement with another party during the term of the Agent's instruction; or
- The Landlord otherwise terminates the instruction after the Agent has commenced work.

Limited Refund Exception

Whilst the retainer fee is generally non-refundable, the Agent may, at its sole discretion, refund up to **50% of the retainer fee (£125)** where either:

(a) the Agent is unable to introduce a suitable provider within 90 days of instruction, despite the Landlord fully cooperating with the marketing, onboarding and due diligence process; or

(b) the Landlord is unable to proceed with the letting due to unforeseen circumstances beyond their reasonable control, including but not limited to significant structural issues or damage to the property, refusal of consent by a mortgage lender, freeholder, insurer, local authority or other relevant third party, the sale of the property during the instruction period, or a material change in legislation or regulatory requirements preventing the proposed letting from proceeding.

Any refund under this clause shall not exceed **£125** and will be considered on a case-by-case basis.

For the avoidance of doubt, the retainer fee does not guarantee that a provider will be secured, but secures the Agent's commitment to undertake the sourcing, negotiation and introduction process on the Landlord's behalf.

4.2 Social Housing Fees

4.2.1 Primary Introduction Fee

The Landlord agrees to pay the Contractor:

- 1.5 months' rent based on the agreed lease with the Provider.

4.2.2 Additional Properties

For any additional properties leased with the same Provider:

- **6 week's rent per property** shall be payable.

4.2.3 Payment Terms

- 50% payable upon signing of the lease agreement;
- 50% payable upon tenant move-in (- £250 retainer)

All invoices must be paid within **7 days** unless otherwise agreed.

4.3 Supported living / C2 Fees

4.3.1 Introduction / Placement Fee

- 1.5 months' rent based on the agreed lease with the Provider.

4.3.2 Sale Fee (if applicable)

- **1.5% of the sale price** where a purchase option or sale is agreed with a Provider introduced by the Contractor.

4.3.3 Additional Properties

Where the Landlord enters into agreements with the same Provider for additional properties:

- **6 weeks rent per property**, payable upon signing.

4.3.4 Payment Terms

- 50% payable upon signing of the lease agreement;

- 50% payable upon tenant move-in (- £250 retainer)
- Payment due within **7 working days**.

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5. Future Placements

5.1
If the Landlord enters into agreements with the same Provider for additional properties within 5 years, fees under clause 4.2 shall apply to each property.

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6. Confidentiality

6.1 Each Party agrees to keep confidential all information relating to:

- Providers and their identity
- Commercial terms
- Business or financial information

6.2 Disclosure is only permitted:

(a) to professional advisers under confidentiality obligations; or

(b) where required by law.

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7. Non-Circumvention

7.1 The Landlord acknowledges that all Provider introductions are commercially valuable.

7.2 The Landlord shall not, directly or indirectly:

- Contact, negotiate with, or enter into agreements with any introduced Provider except through the Contractor or with prior written consent.

7.3 The Landlord shall not bypass or attempt to bypass the Contractor to avoid payment of fees.

7.4 These obligations shall apply:
(a) in relation to Social Housing Providers, for 5 years from the date of introduction; and

(b) in relation to C2 Providers, for 5 years from the date of introduction.

7.5 “Contact” includes any provider, landlord, agent, or party introduced by the Contractor.

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9. Remedies

9.1 If the Landlord breaches the non-circumvention clause, the Contractor is entitled to recover the full fee that would have been payable.

9.2 This is in addition to any legal remedies available.

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10. Intellectual Property

10.1 Any materials, processes, or information developed remain the property of the Contractor.

10.2 The Landlord is granted a limited, non-transferable right to use such materials solely for the purpose of this Agreement.

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11. Indemnity and Due Diligence

11.1 Each Party indemnifies the other against losses caused by their own actions or omissions.

11.2 The Landlord is responsible for conducting independent due diligence on any Provider.

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12. Autonomy and Subcontracting

12.1 The Contractor acts independently and may subcontract services where necessary.

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13. General

13.1 This Agreement is personal and may not be assigned without written consent.

13.2 Notices must be in writing and delivered by hand , post or email.

13.3 This Agreement constitutes the entire agreement between the Parties.

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14. Governing Law

14.1 This Agreement is governed by the laws of **England and Wales**.

14.2 The courts of England and Wales shall have exclusive jurisdiction.

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15. Duration of Obligations

15.1 Clauses relating to confidentiality, non-circumvention, fees, and future placements shall remain in force:
(a) in relation to Social Housing introductions, for 5 years from the date of introduction; and
(b) in relation to C2 introductions, for 5 years from the date of introduction.

SIGNED BY THE PARTIES

For and on behalf of Social Housing Connect Ltd
Name: _____
Signature: _____
Date: _____

Landlord
Name: _____
Signature: _____
Date: _____
