Date: ……………………………………

SOLE SELLING RIGHTS

Client: David Thorndyke

Address of Property: The White Hart
Rugby Road
South Kilworth
Leicestershire LE17 6DN

Client Address: As Above

Tenure: Leasehold

Asking Price: ……………………………..

I/we being the vendor (as defined in these Terms of Business) of the above business and property including any assets or shares in the business (hereinafter called "the business" alternatively "the property") and having the authority to act on behalf of all persons having a financial interest in the business, as defined in Condition 1 below, instruct you Davey Co to market the business and hereby grant you Sole Selling Rights for a period of at least eight months commencing with the above date and terminating as defined overleaf. On behalf of the vendor I/we agree to the Terms of Business below, which have been read by me/us before signing this agreement.

I/We authorise Davey Co to allocate any deposit monies paid to them by way of a pre-contract deposit to be retained against their Agency Fee upon exchange of contracts. Any credit balance of the pre-contract deposit held by Davey Co after deduction of their fee is to be credited to the vendors solicitors upon exchange of contracts.

I/We confirm that I/we have the authority of all persons who are referred to as vendor in the Terms of Business to enter into this agreement and to give these instructions on the vendor's behalf.

Signed: David Thorndyke (May 21, 2026 16:10:00 GMT+1) ……………………………………

Name: David Thorndyke ……………………………………..

Signed: ………………………………………………..

Name: ………………………………………………..

The above instructions are accepted on behalf of Davey Co.

Signed ………………………………………

SEE OVER FOR TERMS OF BUSINESS

TERMS OF BUSINESS - SOLE SELLING RIGHTS

References to the singular shall be deemed to include the plural, and "person" shall include any corporate or incorporate body including any partnership. Purchaser shall include any person acting on behalf of the eventual purchaser.

1. **Who is liable for the agency fee?** The vendor, by which is meant the person owning the business; the directors of any company which owns the business (the owning company), the directors of any company owning an interest in the owning company, the person owning any shares to be transferred in connection with the disposal of the business, the person signing these instructions and the person on whose behalf they are signed, and all or any of them jointly and severally.

2. **How long will this agreement last?** The sole selling rights agreement shall be for a minimum period of eight months from the date of commencement of this agreement, terminable in the eighth month by the vendor giving four weeks written notice to Davey Co. Otherwise the period shall continue indefinitely until it expires four weeks after notice of termination is received by either party.

3. **Can it be terminated prematurely?** The vendor may do so at any time by immediate notice, but on such premature termination Davey Co shall be immediately entitled to their agency fee as specified in Condition 9 unless they become entitled to their full agency fee by reason of Condition 5 or 6.

4. **How is noticed served?** It must be served in writing by special delivery post to the head office of Davey Co and becomes effective on receipt.

5. **When and how does liability for payment arise?** You will be liable to pay an agency fee, in addition to any other costs or charges agreed, in any of the following circumstances:-

   a. If contracts for the sale of the business are unconditionally exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself.
   b. If contracts for the sale of the business are unconditionally exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced by any means to the business by anyone, including yourself, during that period or to a purchaser with whom we had negotiations about the business or with whom you had any negotiations, or with whom we provided details of the business during that period.
   c. All fees are exclusive of VAT which will be charged at the rate current as at the due date for payment.

6. **Is there liability to pay the agency fee if there is no sale?**

   a. Yes - In the event of a disposal in accordance with condition 8 which for the purpose of these Terms of Business includes the communication to the vendor or to Davey Co of an offer from any person who is ready, willing and able to acquire the business at the asking price or at such other price or consideration agreed with the vendor and sought by Davey Co, notwithstanding that such an offer maybe subject to contract or that after communicating the offer such purchaser refuses to proceed because of any misrepresentation, mis-statement, or failure to co-operate on the·part of the vendor. A purchaser is "ready, willing and able" if he is prepared and able to exchange contracts unconditionally for the purchase of your business. You will be liable to pay the agency fee to us if such a purchaser is introduced in accordance with your instructions and this must be paid if you subsequently withdraw and contracts for sale are not exchanged, irrespective of your reasons: or
   b. If the purchaser enters into a binding contract but fails to complete, Davey Co shall be entitled to a fee equivalent to 1% of the total agreed consideration or £8,950 whichever shall be the greater, such fee to be payable out of any deposit forfeited to the vendor, or
   c. In the event that a management agreement for whatever period, whenever commencing, is granted to any person who became aware directly or indirectly and during the agency period that the business was on the market, Davey Co will charge a management arrangement fee of 1% of the asking price specified or £8,950 whichever shall be the greater.
   Should such person or any other person to whom Condition 5 (b) would otherwise have applied subsequently acquire the business, then a further fee will become payable by the vendor calculated in accordance with Condition 8, less the management agreement fee already charged
   d. If there is any disposal without a sale such as the grant of a lease (whether on payment of a premium or otherwise) or an exchange, or gift or licence to occupy in respect of the business.

7. **When is payment due?** The agency fee shall be payable upon completion of the sale or disposal except in the circumstances set out in Conditions 6(a) when it shall be payable at such time when completion might otherwise have taken place, or in the case of Condition 6(b), upon forfeiture of the deposit or as provided in Condition 3, or in the case of Condition 6 (c) when the management agreement is granted.

8. **How much does the vendor pay on disposal?**

   a. In the case of a business with freehold property the agency fee shall be 3% of the total consideration, whether in cash or otherwise, payable to the vendor for the business, goodwill, fixtures and fittings.
   b. In the case of a sale of a business with leasehold property, or the granting of a lease under lease or licence, the agency fee shall be 5% of the total consideration in cash or otherwise payable to the vendor plus 10% of the annual rent or licence fee payable at the date of disposal, or £8,950 whichever shall be the greater.
   c. If in either case any part of the consideration is other than in cash the agency fee shall be the appropriate percentage as above of the cash element added to the value of any liability or encumbrance taken over by the purchaser.
   d. Where, instead of the sale of a freehold or leasehold asset of the owning company, some or all of the shareholding of the owning company is sold, the agency fee shall be the appropriate percentage of the asking price specified overleaf or any other price or consideration agreed with the vendor and sought by Davey Co or the appropriate percentage of the total consideration paid by the purchaser for the acquisition of the shares, or £8,950 whichever shall be the greater.
   e. Where all or any part of the business is disposed of by way of exchange or for no clearly identifiable consideration the agency fee shall be the freehold or leasehold percentage (as appropriate) of the asking price specified overleaf or of any other price agreed to be sought by Davey Co or £8,950 whichever shall be the greater.

9. **How much does the vendor pay on a premature termination?** If the vendor prematurely terminates this agreement namely before the expiry of the initial eight months of the Sole Selling Rights period or thereafter without notice the agency fee shall be 1% of the asking price specified overleaf or 1% of any other price sought by Davey Co pursuant to the vendor's instructions or £5,000. whichever shall be the greater. This shall not detract from Davey Co's right to any further fee under Conditions 5 or 6.

10. **Sale of any other property.** If during the period of this agreement, Davey Co shall introduce to the vendor any person who, during the initial period or subsequently, purchases from the vendor any business or property, other than the business or property which forms the subject of this agreement, or the shares in any company owning such business, (whether or not such person acquires the business specified overleaf) Condition 8 of this agreement shall apply to the sale of any other such business or property, and an agency fee shall be payable in accordance with these Terms of Business.

11. **Exclusion of liability.** In accordance with its usual practice as Business Agents, Davey Co will offer the business for disposal at the price specified as the Asking Price in these instructions, or at any such price or on such terms as Davey Co and the vendor shall from time to time agree, but Davey Co shall not be liable for any loss of profit, diminution in the sale price or other loss arising from its adopting any marketing method in preference or in substitution for any other method, and the vendor shall indemnify Davey Co against all claims and costs incurred by them arising out of any misrepresentations, mis-statement or failure to co-operate on the part of the vendor.

12. **Publicity and Services.** Unless the vendor otherwise instructs Davey Co in writing, Davey Co may prepare and issue sales particulars for the business, advertise the business for sale and subsequently announce the sale of the business.

Signed: David Thorndyke (May 21, 2026 16:10:00 GMT+1) **Signed:** ....

Name: David Thorndyke **Name:** ....

Agency Agreement White Hart South Kilworth 21 May 26

Final Audit Report 2026-05-21

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Signer thornyxxay@hotmail.com entered name at signing as David Thorndyke
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