



## Jonathan Fagan Business Brokers - Terms and Conditions

### Enhanced Buyer Service

#### 1. Interpretation

1.1 In these terms of business ('the Terms') the following expression shall be given the following meanings:

'The Client' 'you' and 'your'	means the natural person(s) identified at the start of this agreement as the person signing up to use the Enhanced Buyer Service
The 'Company'	means Jonathan Fagan Business Brokers Limited T/A Jonathan Fagan Business Brokers of Ty Brith, Llandegla Road, Mold CH7 4QX and includes its' subsidiary, holding or associated companies unless otherwise stated
'Month'	means a calendar month
'Week'	means seven consecutive days
'Business'	means any company or business trading under the name set out in the Signature section
'Buyer',	means any person firm or incorporated body who or which completes a Transaction
'Connected Person'	means all of those persons incorporated bodies and other entities as are set out in section 249 of the Insolvency Act 1986 and/ or sections 252-253 of the Companies Act 2006 and/or section 839 of the Income and Corporation Taxes Act 1988 (and more than one provision may apply at any one time to give the broadest interpretation of whether in any situation a person is a Connected Person) and includes trusts and/or pension funds for the benefit of you or the Buyer or any Affiliate of either and any other person in any form of trusteeship fiduciary business or personal relationship with you or any Affiliate
'Data Protection Legislation'	all applicable privacy and data protection laws including the Data Protection Act 2018 and any other legislation relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time
'Enhanced Buyer Service'	a premium service offered to the Client for a period of 12 months by the Company that includes the following deliverables:

*For a detailed description of all services included in the Enhanced Buyer Service, please refer to Appendix 1.*

- Featured Listing in our Buyer Directory
- Consultation with a Specialist Adviser
- Telephone Support & Advice, 9am to 5pm Monday to Friday
- Exclusive Early Access to New Listings
- Targeted Approaches
- Full Access to Online Premium Content, Knowledge Base and Access to Buyer Templates
- Email Support & Advice 8am to 9pm, 7 days a week
- Assistance with Business Structures & Regulation
- Verified Buyer Status Check

Services are provided at the discretion of the Company and can be added to and removed from the list above, without notice and without liability to the Client. The Enhanced Buyer service is paid for in advance on an annual basis.

'Introduction Fee'

A separate fee, paid by the Buyer, if a Transaction occurs to purchase a Business from a Seller or Connected Person. Separate terms will be agreed with the Buyer for any Seller introductions and Introduction Fees do not form part of this agreement which is for the provision of Enhanced Buyer Services only.

'Minimum Period'

means the period of 4 weeks from a specified date.

'Notice'

means a notice in writing sent by email to the addressee.

'Personal Data'

has the meaning provided to it in the Data Protection Legislation

'Sale'

means the same as Transaction

'Seller'

means the Seller(s) and successors who instruct us in respect of a Transaction where the Business does not belong to you and/or where the Transaction relates to and/or includes a business or businesses assets or shares belonging to another party. These Terms do not relate to Transactions to purchase Businesses from Sellers. A separate agreement will apply.

'Terms'

means these terms of business

'Transaction'

means any transaction, transfer, sale or event that involves or affects the ownership, status, Assets or composition of the Business (whether for value or not) including without limitation any of the following :

the transfer or any other disposition of the Business or any of the Assets whether from you or the Business or any Affiliate to a Buyer or any Affiliate or the transfer of any other asset or property from the Buyer or any Affiliate to you or to your Affiliate or to the Business (other than the supply of a product or a service in the ordinary course of business) by one or more steps or stages a sale, exchange, option, transfer, lease, licence or franchise, a company buy-back of its own shares or management buy-out or earn-out or any other form of merger demerger or reorganisation or reconstruction of the Business including the transfer of any Asset or Assets from one owner to another as a separate transaction or prior to transfer to a Buyer where you and/or the Business and a Buyer or any Affiliate of either party enter into any other relationship whatsoever together including any joint venture management or financing

arrangement option or subscription for shares or securities of any description or the allotment or agreement to allot any shares or other equity interests to any person, consultancy services agreements of any kind between the parties, any combination of any of the above and whether the consideration for the same (if any) is in cash or in some other form (either wholly or partly) and whether receivable in whole or in part on completion or at any other date or dates. These terms do not apply to Transactions between parties.

'Company', 'Jonathan Fagan Business Brokers Limited', 'We' and 'us'

means Jonathan Fagan Business Brokers Limited trading as Jonathan Fagan Business Brokers, registered in England and Wales, reg. no. 10750269. Registered under the Data Protection Act as Data Controllers, registered office Ty Brith, Llandegla Road, Mold CH7 4QX and any of its agents or Affiliates. (Tel: 01824 780937 or Email: [jbfagan@ten-percent.co.uk](mailto:jbfagan@ten-percent.co.uk))

- 1.2 In these Terms words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.
- 1.3 All and any business undertaken by the Company is transacted subject to these Terms. In the event of any conflict between these Terms and any other terms and conditions, these Terms shall prevail unless expressly otherwise agreed in writing by a Director or other authorised officer of the Company. No variation in these Terms shall be valid if made without the written consent of a Director or other authorised officer of the Company.
- 1.4 The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions shall be deemed to be served for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.
- 1.5 These Terms supersede all previous terms of business agreed between the Parties and supersede all prior negotiations, discussions, documents and writings with respect thereto.

## **2. Obligations of the Company**

- 2.1 The Company will provide the Enhanced Buyer Service as outlined, using reasonable skill and care to meet professional standards.
- 2.2 The Company will keep all your information confidential, disclosing it only with consent or as required by law.
- 2.3 The Company will maintain timely communication with you, providing updates and responding to inquiries promptly. Responses within particular time frames are not guaranteed and the Company will not be in breach of this agreement if it fails to reply to communications within set times.
- 2.4 The Company will always try to ensure the accuracy of the information provided, but it will be the Client's responsibility to verify critical details independently.
- 2.5 The Company will adhere to all applicable laws and regulations in delivering the service.

- 2.6 The Company reserves the right to terminate this Agreement without compensation if you are found by the Company to be in breach of clause 3.4.

### **3. Obligations of the Client**

You agree to:

- 3.1 Confirm, warrant and undertake that you have full authority to appoint us to assist you with advice in relation to the purchase of businesses and to make necessary introductions on your behalf (with your express permission).
- 3.2 Throughout our appointment you will promptly supply to us and procure that any relevant third parties supply to us, all information relating to you and the transaction which we may reasonably request, including current and future relevant documents and accounts as soon as they have been prepared.
- 3.3 We may place reliance on the information identified in clause 3.2 and may relay it to prospective partners who may also rely on such information.
- 3.4 All information which you or your agents supply to us is and will be correct, complete, not misleading and free of any material omissions and you shall advise us in writing of any omission or change promptly upon discovery, including any information relating to any change to the relevant details of the transaction that renders any information previously provided to us incorrect, misleading, or subject to material omissions.
- 3.5 You will keep these Terms and all dealings between you and us confidential and shall not disclose them except as may be required by law and will sign a confidentiality agreement if requested.
- 3.6 You may terminate our appointment at any time by giving us written notice subject to the Minimum Period. No refunds are payable by the Company to you if the appointment is terminated. You can cancel the ongoing annual subscription fee at any time prior to your renewal date.

### **4. Fees**

- 4.1 The Client agrees to pay the annual subscription fee of £995 plus VAT every 12 months which is renewed automatically unless otherwise requested. This fee needs to be paid within 7 days of the date of our invoice, the invoice will be issued once the order for the Enhanced Buyer service has been placed. The subscription fee covers all the services provided under the Enhanced Buyer service as detailed in Appendix 1.
- 4.2 The Enhanced Buyers Service does not involve any fees related to seller introductions or transaction facilitation. This service provides buyers with premium support, including but not restricted to a featured listing on the Company website, buyer templates and expert advice. The service fees are billed annually, covering a 12-month period, and encompass all the services listed in the agreement.
- 4.3 Value Added Tax (VAT) will be applied to the subscription fee at the prevailing rate, where applicable.

- 4.4 If any additional services are requested that fall outside the remit of the Enhanced Buyer Service, additional charges will be expressly agreed by you in writing before the Company undertakes them.
- 4.5 The Company will not incur any additional costs under Clause 4.4 without the Client's express written consent and agreement.
- 4.6 All payments due under this agreement shall be made by the Client within 7 days of the date of the invoice issued by the Company.
- 4.7 If the Client fails to pay the Company any sum due, the Company reserves the right to charge interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.8 The Company will give the Client notice of any increases to the annual subscription. The Company will give the Client notice of at least the Minimum Period.

## **5. Liability and indemnity**

- 5.1 Neither the Company nor any of its staff shall be liable to You for any loss, injury, damage, expense or delay incurred or suffered by You arising directly or indirectly from or in any way connected with the provision of the Enhanced Buyer Service, or any related report, advice given and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:
- (a) failure of any third party to meet the requirements of the Client for any or all of the purposes for which they or the business is required by the Client;
  - (b) any act or omission of a third party, whether wilful, negligent, fraudulent, dishonest, reckless, or otherwise;
  - (c) any loss, injury, damage, expense or delay incurred or suffered by the Client in connection with any services provided under this agreement;
  - (d) the provision of valuation reports, sale strategy advice or deal structure advice by third parties.

**PROVIDED THAT** nothing in this clause 5 shall be construed to exclude or restrict the liability of the Company to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms act 1977) nor any statutory liability or any exclusion or limitation which is prohibited by law.

- 5.2 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out herein are reasonable and reflected in the fee payable to the Company hereunder and shall accept risk and/or insure accordingly.

## **6. Miscellaneous**

- 6.1 The Company reserves the right to review and to revise these Terms if it gives the Client 10 days notice of any changes.

- 6.2 The Client acknowledges and agrees that the deliverables are dependant upon their production of all relevant information and in no circumstances shall time be of the essence.
- 6.3 These Terms shall be governed by and construed in accordance with the laws of England and Wales and the Company and the Client agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 6.4 The Client acknowledges and agrees that he/she/it is acting in the course of business.
- 6.5 These Terms do not create any right enforceable by any person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999.

## Appendix 1 – List of Services Included in the Enhanced Buyer Service

- **Featured Listing in our Buyer Directory** – Premium placement in our buyer directory, which is hosted on our website. This listing enhances visibility to sellers and potential buyers. The featured listing will be updated and maintained at our discretion over the 12-month subscription period. We will also advertise externally in our mailings and updates to sellers and third parties. All information is strictly anonymous.
- **Detailed Consultation with Our Specialist Advisers** – An initial bespoke consultation provided via Zoom, phone, or face-to-face, depending on the client’s needs and type solely at our discretion. The content of the consultation will be tailored to the client’s specific requirements, addressing key areas of interest or concern related to the acquisition process.
- **Telephone Support & Advice, 9am to 5pm Monday to Friday** – Access to ongoing telephone support from our advisers during regular business hours for any questions or concerns you may have.
- **Exclusive Early Access to New Listings** – Access to new listings of businesses for sale is provided before they are published on our site or marketed elsewhere.
- **Targeted Approaches** – Strategic outreach to law firms that match your acquisition criteria, helping to identify and engage with suitable opportunities. We can make contact with firms, providing you with initial anonymity and in confidence for both parties. This service is provided at our discretion and we will have the final say on whether an approach is made and is reasonable in the circumstances.
- **Full Access to Premium Content, Knowledge Base and Buyer Templates** – 12 months’ access to all documents, templates, and advice articles available on our website for 12 months. Clients may request additional documents or templates as needed. Templates and documents are provided at our discretion and we may refer you to external parties.
- **Email Support & Advice 8am to 9pm, 7 days a week** – Email support is available from 8 am to 9 pm, 7 days a week, with response times governed by our standard email policy.
- **Assistance with Business Structure & Regulation** – Guidance on the processes required for law firm and accountancy practice ownership is provided. We do not offer legal or financial advice; referrals to qualified advisors are made when necessary.
- **Verified Buyer Status Check** – A verification process for you and any Connected Persons that include background checks, financial evidence assessment, ID verifications via TrustID, and validation of qualifications, conducted to confirm your credibility to Sellers. On request, and at our discretion, we can also undertake DBS checks.