

2027 AGENCY ACCELERATOR

Terms of Engagement and £25,000 Financial Opportunity Guarantee

Draft for legal review | Prepared 26 October 2026 | Business clients only

THE PROMISE: I will identify and evidence at least £25,000 in credible annualised potential financial improvements for your estate agency. If I cannot, I will refund your £995 + VAT professional fee.

1. The service

The 2027 Agency Accelerator is a business-to-business property consultancy service for independent estate agencies. It includes pre-visit review of information supplied by the client, one on-site consultancy day, identification and documentation of at least three actionable commercial opportunities, a written 30-day action plan, 30 days of unlimited WhatsApp questions relating to that plan (with responses during reasonable working hours), and follow-up video calls during that 30-day period arranged by mutual availability.

2. Fees and booking

The professional fee is £995 plus VAT at the prevailing rate (currently £1,194 including VAT). The agreed appointment date, location, payment timing and any travel or accommodation charges must be confirmed in writing before payment. A place is confirmed only when accepted and confirmed in writing. This document does not itself reserve a date.

3. The £25,000 financial opportunity guarantee

After reviewing the information reasonably available, Dominic Murphy will identify and evidence at least £25,000 of credible potential financial improvements, calculated on an annualised basis. The three or more opportunities can collectively meet this threshold; each does not have to be worth £25,000. The guarantee concerns identified opportunities, not actual realised cash savings, increased turnover or profit.

4. What counts as an evidenced opportunity

An opportunity must be a specific change that the client could reasonably consider implementing, supported by the agency's figures or relevant records, a transparent calculation and stated assumptions. Examples include reduced avoidable costs, higher realised average fees, better valuation conversion, improved sales progression, additional managed lettings income or improved productive capacity. Estimates will take account of material implementation costs, realistic conversion/completion assumptions and dependencies. An opportunity will not be counted twice under different headings. Gross revenue and net profit will be clearly distinguished. Figures are projections, not promises.

5. Client cooperation

The client agrees to provide reasonably requested and accurate information and suitable access to relevant staff, systems and processes, subject to lawful confidentiality and data-protection requirements. Where material information is unavailable or unreliable, this will be recorded and the parties will agree a sensible alternative basis for the review. Dominic will not present unsupported assumptions as established fact.

6. Report and action plan

The client will receive a report documenting the three or more priority opportunities, calculations, assumptions and a 30-day action plan. The written report is the basis on which the £25,000 threshold is assessed. The report is intended to support commercial decisions, not to replace specialist legal, tax, accounting, regulatory or financial advice.

7. How the refund works

If the written report does not identify and evidence a combined £25,000 in credible annualised potential improvements, the client may request a refund within 30 calendar days of receiving the report. The client should explain which calculations or evidence do not support the stated threshold. Dominic will consider the request in good faith, clarify or correct demonstrable errors promptly, and refund the full £995 professional fee plus VAT within 14 calendar days where the guarantee has not been met. This is an additional contractual guarantee and does not limit any other legal remedy available to the client.

8. Responsibility for implementation

Dominic provides investigation, analysis and recommendations. The client decides whether, when and how to implement the recommendations and remains responsible for its own staffing, operations, expenditure, commercial decisions and results. Neither the guarantee nor the consultancy promises that projected improvements will be achieved. Failure by the client to implement advice does not itself trigger a refund, provided the evidenced opportunity threshold has been met.

9. Support boundaries

Unlimited WhatsApp means no cap on reasonable messages relating to implementation of the agreed 30-day plan during the 30-day support period; it is not a 24/7 response commitment or an agreement to conduct additional projects without charge. Follow-up video calls will be arranged in good faith by mutual availability within that period. Material additional work requires separate agreement.

10. Confidentiality and information handling

Both parties will treat non-public business information shared for this engagement as confidential, except where disclosure is authorised, needed to provide the service or required by law. Personal data will be handled in accordance with applicable data-protection law and the relevant privacy notice. The parties should agree separately how any customer or employee personal data will be shared securely.

11. Standard of care and liability

Dominic will exercise reasonable care and skill. The client acknowledges that commercial forecasts depend on assumptions and decisions outside the consultant's control. Nothing in these terms excludes or restricts liability for fraud, death or personal injury caused by negligence, or other liability that cannot lawfully be excluded. Any further limitation of liability requires separate legal review and express agreement; none is inserted here.

12. Governing law and variations

These draft terms are intended for business clients in England and Wales and are governed by the law of England and Wales, subject to legal review. Any material changes to the scope, fee, date or guarantee must be agreed in writing before the engagement.

Contracting business: [INSERT LEGAL ENTITY NAME, REGISTERED ADDRESS AND COMPANY NUMBER]

Client agency: _____

Agreed engagement date / location: _____

Client authorised signature: _____ **Date:** _____

Consultant signature: _____ **Date:** _____

Important: Obtain review from an England and Wales solicitor before publishing or relying on these terms. In particular, confirm the correct legal service provider, privacy/data-sharing arrangements, booking/cancellation position and the advertising substantiation for the financial opportunity guarantee.