



Date : 29/06/2024

Time : 15:00

ADDRESS	115 Plumstead Road, Norwich, NR1 4JT				
VENDOR	Mr Simon Lyus, Miss Esme Houcherr				
Sales or Lettings <small>CIRCLE ONE</small>					
VALUATION - PREPARATION					
Jupix Valuation Sheet		Best Price Guides		S&W Sample Brochure	
Zoopla/Land Reg		Comparable Properties		Applicant List & Total	
Sprift Report					
VALUATION - APPOINTMENT					
Add as Applicant	Yes	On Jupix?	Sols Quotes	Yes	On Hoowla
FS Referral?	Yes	On Slack?	Auction Referral?	Yes	Speak to CS
Val Report	Posted & Emailed		Probate Letter	Posted & Emailed	
General Notes					
Suggested Pricing (Comps, Sqft)		Quoted Fee (SOLS LEAD)			

TERMS AND CONDITIONS OF SOLE/MULTI AGENCY AGREEMENT

1. Entitlement to commission

1.1 The Commission Fee is the amount set out in the Agency Agreement. The Commission Fee is payable under the circumstances set out in clause 2 and/or clause 3 below.

1.2 The Commission Fee will be payable whether the introduction is a direct introduction or an indirect introduction (where the Buyer makes the purchase as a result of becoming aware that the Property was for sale through the marketing of the Property by the Agent) and whether or not the Buyer makes the offer to purchase through another Agent or through any other person. Another Agent is someone involved in estate agency work or someone who in the course of a business introduces a Buyer to the Property but has no further involvement.

1.3 The Agent's contractual responsibility is confined to marketing the property and the other obligations set out in this Agreement, and any further assistance in relation to the purchase is entirely at the Agent's discretion.

1.4 In the event of a part exchange, any Commission Fee calculated by a percentage rate will be calculated on the full Selling Price of the Property.

1.5 The Commission Fee calculated by a percentage is calculated on the price of the Property, including any contents, carpets or fixtures and fittings.

2. Sole Agency

2.1 The Agent will be the only agent for the sale of the Property during the Agency Period (the Sole Agency).

2.2 The Seller will be liable to pay the Commission Fee to the Agent, in addition to any other costs or charges agreed, in each of the following circumstances:-

- if unconditional contracts for the sale of the Property are exchanged in the period during which the Sole Agency is in force, even if the Buyer was not found by the Agent but by another agent or by any other person, including the Seller;
- if unconditional contracts for the sale of the Property are exchanged after the expiry of the period during which the Sole Agency is in force but to a Buyer who was introduced to the Seller during that period or with whom the Agent had negotiations about the Property during that period.

However, the Seller will not be liable to pay the Commission Fee in any of these circumstances if the unconditional contracts for the sale of the Property are exchanged six months after the expiry of the period during which the Sole Agency is in force and where the Seller has appointed another estate agent whose activities have resulted in the sale of the Property, or twenty four months after the expiry of the Sole Agency in all other circumstances.

2.3 On expiry of the Agency Period, unless terminated by either side by a minimum of 28 days' written notice expiring on the last day of the Agency Period, the agency shall continue as the Sole Agency until either:-

- it is terminated by either the Seller or the Agent on **28 days' written notice**; or
- the Seller by 28 days' written notice expiring on the last day of the Agency Period to convert the Sole Agency into a Multiple Agency, which Multiple Agency shall then continue on the terms set out in clause 3 of the Agency Agreement below; or
- the Seller appoints another agent without giving any or any adequate notice, in which case the Sole Agency will continue to apply save that the Multiple Agency Commission Fee would be payable if a fee becomes due.

3. Multiple Agency

3.1 If this Agreement is on a Multiple Agency basis or it becomes a Multiple Agency Agreement following the conclusion of a Sole Agency the Seller may from the commencement of the Multiple Agency appoint another estate agent or agents in addition to the Agent.

3.2 The Multiple Agency period (the 'Multiple Agency Period') shall continue until terminated by either the Seller or the Agent giving the other party **28 day's notice** in writing expiring on or after the Agency Period, in which case it shall terminate on the last day of the notice period.

3.3 The Seller will be liable to pay the Commission Fee to the Agent, in addition to any other costs or charges agreed if at any time unconditional contracts are exchanged with a Buyer introduced by the Agent or with whom the Agent has had negotiations about the Property during the Multiple Agency Period. However, the Seller will not be liable to pay the Commission Fee in any of these circumstances if the unconditional contracts for the sale of the Property are exchanged six months after the expiry of the Agent's Multiple Agency Period and where the Seller has appointed another estate agent whose activities have resulted in the sale of the Property, or twelve months after the expiry or the Agent's Multiple Agency Period in all other circumstances.

4. Dual Fee Liability

If you (the Seller) have previously instructed another agent to act for you, or if in the future you instruct another agent, you may become liable to pay the other agent a fee as well as any fee due to us under this Agreement. You should therefore consult the terms of business of any agreement you have entered into with the other estate agent.

5. Payment of Commission Fee

5.1 The Commission Fee will become due on exchange of unconditional contracts for the sale of the Property and payable on the earlier of completion or 14 days after exchange of contracts (the due payment date).

5.2 The Seller agrees to instruct and authorise its legal representative to give, no later than exchange of unconditional contracts for the sale of the Property an undertaking to the Agent to pay from its Client Account the Commission Fee as set out in clause 5.1 above by **BACS or CHAPS transfer only**. The Seller agrees that the Agent may send its invoice direct to the Seller's legal representative. The Seller may revoke his instruction pursuant to this clause if he considers that there are grounds to do so by writing to the Agent stating the reasons. **The seller agrees to pay any costs charged by the solicitor to arrange payment by BACS or CHAPS.** Payment by Cheque, Card or Cash is not acceptable.

6. Interest for Late Payment

If the Commission Fee or Disbursements are not paid in full within 10 days of the due payment date or any alternative date agreed in writing with the Agent interest will become payable on any outstanding sum or sums. The rate of interest will be 3% above the Barclays Bank Plc base rate then in force.

7. Initial Marketing Price

The Initial Marketing Price (otherwise referred to as the starting price) does not represent a formal valuation of the Property. The Initial Marketing Price may be varied upon the written instructions of the Seller, but this shall not affect this Agreement. The Agent has discussed the Initial Marketing Price with the Seller, but has not carried out a structural examination of the Property and has assumed that there are no defects, third party rights, covenants or conditions affecting the Property and that vacant possession will be given on completion. The Initial Marketing Price has been set at a level agreed with the Seller for marketing purposes and is not indicative of the best market price for the Property. The Seller acknowledges and agrees that the Agent is under no obligation to disclose to the Seller comparable pricing information, confidential information or marketing strategies relating to other properties.

8. Energy Performance Certificate (EPC's)

8.1 We will not begin marketing until a valid EPC has been ordered or has been made available and is in our possession.

8.2 If you have an EPC that has been supplied to you by a third party, the terms of that supply must include the right for us or a third party employed by us to use the EPC in order to meet our legal obligations. In the event of any third party seeking damages from us or a third party employed by us on the grounds that our use of the EPC to meet our legal obligations has infringed their rights, you will be liable for any costs and damages we and/or a third party employed by us incur.

9. Sale via other Estate Agents/or Privately

If the Property is sold through another estate agent or privately the Seller agrees to advise the Agent promptly of the name and address of the selling agent (if applicable), the sale price, the date of exchange of contracts and the name and address of the purchaser.

10. Consumer Protection from Unfair Regulations 2008

Under Consumer Protection from Unfair Regulations 2008, it is a criminal offence for Estate Agents to give false or misleading information, or to hide or fail to provide material information in relation to the description of the Property. The Seller agrees to provide the Agent with accurate information about the Property so that the Agent is able to comply with this provision. If the Seller becomes aware of any matters that may affect the accuracy of the sales particulars, the Seller agrees to advise the Agent in writing immediately.

11. Fixtures and Fittings

To comply with the requirements of Consumer Protection from Unfair Regulations 2008, all fixtures and fittings that are mentioned in the sales particulars will be deemed to be included in the sale unless otherwise specified in writing.

12. For Sale Boards

The Agent may erect a For Sale board outside the Property. Under current legislation only one board is permitted per Property and the Seller agrees not to allow the display of any other For Sale board at the same time.

13. Advertising

The Seller agrees that the Agent will market the property as For Sale during the duration of the agency period, unless an offer is accepted where the property will be advertised as Sold Subject to Contract. For the avoidance of doubt marketing includes all internet portals with no automatic right to remove them during the sole agency period, unless the property is instructed on a one off viewing or low key only basis from the start of the contract. We may mention the Property (but not the Seller's name or identity) in general advertising following the sale.

14. Other Services

The Agent and/or other companies may offer prospective purchasers services from which they will or might earn commission. These services include estate agency; arranging mortgages, general insurance or life assurance; conveyancing services; surveys and valuations; lettings and property management, and other property related services.

15. Unoccupied Property

The Agent is not ordinarily responsible for the security, maintenance or repair of the Property save where the Agent negligently fails to secure the Property after an accompanied viewing. It is the Seller's responsibility to ensure that mains services are turned off, water and heating systems professionally drained and the insurers notified.

16. Sub Agents

The Seller confirms that unless specially instructed in writing to the contrary, the Agent may appoint sub agents to assist the Agent with the marketing of the Property provided this is at no additional cost to the Seller.

17. Complaints Procedure

Details of our complaints procedure can be requested from our office.

18. Copyright

S&W Sales Ltd retains the copyright to all advertising material used to market the property.

19. Public Liability

We will be showing potential purchasers around your property. It is your responsibility to make sure that it is safe for visitors, and they will not come to harm. It is an express condition of this contract that you fully indemnify us against any claim made by any visitor for injury sustained on your property.

20. Keys

If keys are provided, at any stage, you confirm you are instructing us to accompany viewings at the property. You also confirm we can release the keys to relevant contractors, surveyors or other estate agents, as you arrange. We will always request written or verbal consent prior.

21. Final Agreement

This contract, (together with any Additional Services Agreement where the Seller requires the Agent to supply Additional Services) sets out the definitive terms and conditions of engagement between the Agent and the Seller and supersedes all previous written, oral or customary arrangements. Any change to the terms and conditions (e.g. a change in the Commission Rate) must be specifically agreed in writing and signed by the parties.



HYBRID ESTATE AGENTS

**Agency Agreement
Relating to
115 Plumstead Road
Norwich
NR1 4JT**



Cancellation Notice : If you wish to cancel the Agency Agreement you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) to the Starkings & Watson at Roxburgh House, Rosebery Business Park, Mentmore Way, Poringland NR14 7XP. You may use this form if you want to but you do not have to. Complete, detach and return the form only if you wish to cancel the contract.

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) Agency Agreement relating to the sale of:

Address: **115 Plumstead Road, Norwich, NR1 4JT**

Signature 1:..... Date: Signature 1:..... Date:

Agency Agreement – Please read the entire document (four pages in total).

This agreement sets out the terms and conditions under which S&W Sales Ltd t/a Starkings & Watson (known as 'The Agent') will act for you in the sale of your Property. Please read all of this Agreement, which should be signed by both, you (or a person with authority to act on your behalf) as Seller of the Property and by one of our Estate Agents.

S&W Sales Ltd t/a Starkings & Watson ('The Agent/We') Head Office - Roxburgh House, Rosebery Business Park, Mentmore Way, Poringland NR14 7XP. Telephone: 01603 336116 | Email: sales@starkingsandwatson.co.uk.

Address of Property to be Marketed ('The Property')

115 Plumstead Road, Norwich, NR1 4JT

Seller Details - please confirm the names of all owners of the property ('The Seller/You')

Name(s) Mr Simon Lyus, Miss ~~Esme Houcherr~~

Correspondence Address 115 Plumstead Road, Norwich, NR1 4JT

Home Telephone 07766194186 Mobile Telephone

Work Telephone Mobile Telephone

Email(s) simonlyus@gmail.com

Identification – by signing this agreement, all owners of the property give consent for S&W Sales Ltd to use their details to check their identity. Copies of ID will be requested during this process.

Initial Marketing Price – Important: see Terms and Conditions

Starting Price £ 180,000 Price Prefix Guide

Tenure – delete as appropriate. Freehold / Leasehold / Shared Ownership / Other :

Type of Agency – Important: see Terms and Conditions

The Seller agrees to instruct the Agent on a (delete as appropriate). Sole Agency / Multiple Agency

The Agency Period is for a minimum of 20 weeks beginning on the date of this Agreement (as signed).

Commission Fee – Important: see Terms and Conditions

The Fee, either Fixed or Percentage shall apply for the Agency Period and for any subsequent extension of the Sole/Multiple Agency. If on expiry of the Agency Period or any extension of the Agency Agreement, the Agreement changes from either Sole/Multiple Agency, the same terms and fees apply. Our fees include any offers/discounts.

Fixed Fee
The Commission payable to us is a fixed fee that is linked to the Initial Marketing Price but is **not** linked to the eventual Selling Price.

The Fixed Fee is £ + VAT

£ including VAT

Percentage Fee
The Commission payable to us is a percentage of the price for which the Property is sold. If the eventual selling price is more or less than the Initial Marketing Price our Fee will increase or decrease accordingly, subject to the Minimum Fee below.

The Percentage Fee is 1.25 % + VAT

The Percentage Fee is 1.5 % including VAT

Subject to a minimum fee of £ inc. VAT

Based on the Starting Price the fee payable will be £ 2700 inc. VAT

FREE Energy Performance Certificate : Minimum 20 Week Contract. If no, please ensure you provide a copy. Yes No

For Sale Board : Please display a board outside our property. Yes No

Legal Representative : Please provide me with up to three quotations from your trusted partners. Yes No

Financial Evaluation of Prospective Buyers : Do you wish us to take reasonable steps to find out from any prospective buyers the source and availability of the funds they have for the purchase of the property? Yes No

Declaration of Interest – The Estate Agents Act 1979 : Are you an Estate Agent or are you related to or an associate of an Estate Agent? Yes No Please give details _____

Interested Parties : Has anybody shown an interest in purchasing the Property before the date of this Agreement? Yes No (tick one box only). If the answer is Yes, please give details or provide a list of previous viewers.

Data Protection & GDPR : We will act as a Data Controller relevant to the details that you provide during the transaction process. Where we pass details on your behalf to other related specific service providers (surveyors, conveyancers, financial advisers) we will act as a Data Processor. We will keep your personal data on file and may pass these onto other organisations who may contact you in relation to the sale of your home. This could include the Buyer of your property, Solicitors, Financial Advisors, Surveyors and other Estate Agents who are party to the transaction. We will not pass on your details to any third parties, with the sole intention of selling your data.

The Property Ombudsman (TPO) Scheme Notice/TPO Redress Scheme : We are members of the TPO Scheme and abide by the TPO Code of Practice. You agree that, in the event of your making a complaint to the TPO or to the TPO redress scheme, we may disclose information relating to the sale of your property to the Ombudsman. You also agree that we may disclose your contact details to TPO Ltd (who are responsible for running the TPO scheme) to assist them in their monitoring of our compliance with the TPO Code of Practice. Copies of the TPO Sales Consumer Guide are available at www.tpos.co.uk or on request from our branch.

Before Signing : Have we clearly explained the contract length, fees and charges (due within 14 days of exchange), and withdrawal fee?

*Initials on behalf of the Seller(s) SL

Signatures of Agent and Seller(s)

IMPORTANT – In signing this contract you are entering into a binding legal agreement and will be responsible for our fees and any other payments due to us. If you have instructed another agent on a sole agency or sole selling rights basis you must check whether by instructing us as your agent as well, you could be liable to pay both agents' fees once your Property has been sold.

On behalf of the Agent: Full Name : Sean Baney

Signature: [Signature] Date: 10/08/24

On behalf of the Seller(s) : I am/We are the owners/only owner of the Property. Yes No If your answer is No, please state the full name and whereabouts of the owner(s)/other owner(s) and provide valid authority that you are authorised to act.

I/We have read and have been given the opportunity to ask questions and discuss any points arising in connection with this agreement. I/We have understood the provisions of this contract including the amounts payable and I/We agree to its terms including the terms and conditions overleaf.

*Signature 1: [Signature] Date: 10/8/24 Full Name (CAPITALS) Simon Lyus

Signature 2: Date: Full Name (CAPITALS):

Notice of Cancellation Rights (if applicable) : If the Agency Agreement is NOT completed whilst in the Agents Branch (for example in your home, but with one of our employees present), under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to Cancel the Agency Agreement referred to above if you wish. This right can be exercised by delivering or sending (by post or email) a written cancellation notice to the person indicated below at any time within the period of 14 days starting with the date of receipt by you of this notice.

If you wish to cancel the Agency Agreement you should post or deliver your written cancellation notice to the Branch Manager of the branch stipulated in section 5 above of the Agency Agreement. If you choose to cancel this contract, your cancellation will be effective from the time your cancellation notice is posted or sent to the address set out above or, in the case of email, on the day it is sent. A cancellation notice may be in any form provided it is in writing, but if you decide to cancel this agreement you may wish to use the attached cancellation form.

Cancellation Notice : If you wish to cancel the Agency Agreement you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail via sales@starkingsandwatson.co.uk) to the Starkings & Watson at Roxburgh House, Rosebery Business Park, Mentmore Way, Poringland NR14 7XP. You may use the form provided if you want to but you do not have to. Complete, detach and return the form on the rear page only if you wish to cancel the contract.

Performance of this contract prior to the expiry of the cancellation period : The Services set out in the Agency Agreement will not commence until the day following the last day of the cancellation period. If you wish the Services to begin within the cancellation period, you must agree to this in writing. Your right to cancel the Agency Agreement within the cancellation period will not be affected. However, if you do choose to cancel the Agency Agreement you will be required to pay for goods and services supplied prior to cancellation. If you wish the Services to begin prior to the expiry of the cancellation period, you should sign the confirmation below.

I/We confirm that I/We wish the provision of the Services under the Agency Agreement to commence immediately. I/We understand that if I/We subsequently exercise our right to terminate the Agency Agreement within the cancellation period we will be required to pay for goods and services supplied prior to cancellation at the rate of **£500 including VAT.**

*Signature 1: [Signature] Date: 10/8/24 Signature 2: Date: