

Ewe Move
Kirklees
West Yorkshire
BD19 4TE

Friday, 11 December 2020

Dear Sirs,

Re: 15 Windermere Close, Stevenage, SG1 6AG ("Property")

Further to our telephone conversation, I am now pleased to confirm your instruction to market the Property, at an initial asking price of OIEO £525,000. The Property is being sold in conjunction with our client, Catalyst Assisted Move scheme.

Please contact Ms Cherry ("**Customer**"), to arrange access to the Property. The Customer can be contacted on: *Telephone*: 01438 227 172/07799 415 119 or *Email*: kcherry50@icloud.com. You will be required to accompany prospective purchasers, on viewings, unless we or our customers notify the contrary. The Customer must be contacted and agree to all viewing requests.

All viewers must be accompanied, without fail, to vacant properties.

This Instruction Letter is subject to our Estate Agent Terms and Conditions which are enclosed with this Instruction Letter. Please note, that as our client is a House Builder or Developer, clause 8 of such terms and conditions will apply.

Your instruction in relation to the Property is based on a (MULTI) agency basis.

Commission: Your Commission in relation to the Property is 1% inclusive VAT.

Administration Fee: the administration fee for the Property is £0.00 plus VAT.

Services: You are required if requested, to carry out the Services set out in Schedule 1 of the Terms and Conditions.



The Fairways
Earls Colne Business Park
Earls Colne
Essex CO6 2NS

E: info@mme.uk.com
T: 01787 222700
F: 0808 280 2097

In order to confirm your acceptance to the terms in this Instruction Letter, please read the Terms and Conditions carefully.

If there is anything you do not understand or wish to discuss, please speak to us directly.

If you are happy with the terms set out in this Instruction Letter and the Terms and Conditions, please sign the enclosed copy Instruction Letter and return it to us at the above address or via email.

On receipt of the signed copy Instruction Letter, one of our Marketing Co-ordinators will your contact in respect of the Property and they can be contacted on the following telephone number 01787 222700. Please contact them with any queries you may have.

Yours sincerely,

Regan Smith
Marketing Co-ordinator
Tel: 01787 321 524
Email: regan.smith@mme.uk.com



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We agree to the terms set out in this Instruction Letter and the Terms and Conditions and agree to carry out the Services on that basis.

Signature

Name of Signatory

Estate Agency Name

Date



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ESTATE AGENT TERMS AND CONDITIONS

(v.231017)

1. INTERPRETATION

The following definitions and rules of interpretation apply in these terms and conditions.

1.1 Definitions:

"Administration Fee"	means the administration fee set out in the Instruction Letter	"Introduced"	means where MME has provided details of the relevant Customer and/or the Property to the Agent. "Introduction" will be interpreted accordingly.
"Agent"	the estate agent to whom the Instruction Letter is addressed.	"Introduction Fee"	means an amount equal to 40% of any commission paid directly to Agent by the Customer (as set out in the Instruction Letter) in respect of any sale agreed on a Property within 12 months of the valuation appointment created by MME with the Agent and where that Property that subsequently continues to Completion.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.	"Mandatory Policies"	MME's Anti-Bribery and Anti-Corruption Policy (as set out at www.moving-madeeasy.co.uk/policy-documents/) and the Privacy Policy, both as amended from time to time.
"Commission"	the charges payable by MME for the supply of the Services as further detailed in the Instruction Letter and in accordance with clause 9.	"Multi-Agency"	means MME has been instructed by the Customer or Developer to request Services from multiple estate agents of which the Agent is one.
"Commencement Date"	has the meaning given in clause 3.2.	"Net Commission"	means the Commission minus the Administration Fee.
"Completion"	means the final step in the legal process of transferring ownership of the Property to the Purchaser.	"Personal Data"	has the meaning given to such term in paragraph (1) of Article 4 of the GDPR.
"Contract"	the contract between MME and the Agent for the supply of Services including these terms and conditions, the Schedule and the Instruction Letter all as varied from time to time pursuant to clause 15.	"Privacy Policy"	means MME's privacy policy (as set out at http://www.moving-madeeasy.co.uk/policy-documents/).
"Customer"	the owner(s) of the Property including, where applicable, a Developer.	"Potential Purchaser"	any individual who has put an offer forward to the Agent for the Property.
"Deliverables"	all documents, products and materials developed by the Agent or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, Sales Particulars, floor plans, diagrams, designs, pictures, specifications and reports (including drafts) in relation to the Property.	"Purchaser"	the individual(s) who has had an offer accepted on the Property and is proceeding to Exchange and Completion of the Property.
"Developer"	a house-builder or land developer that owns the Property as a commercial venture.	"Property"	the Property as set out in the Instruction Letter in relation to which the Services are being provided.
"Exchange"	the legal exchange of contracts in relation to the Property with a Purchaser.	"Sales Particulars"	has the meaning set out in clause 8.1.
"Fees"	the fees payable by the Customer or Developer directly to MME under separate agreement in relation to the Property.	"Services"	the services, including any Deliverables, to be provided by the Agent under the Contract, as set out in the Instruction Letter or Schedule 1 in relation to the Property.
"GDPR"	means Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data (General Data Protection Regulation) and to the extent the context permits shall include the provisions of the UK Data Protection Act 2017 to the extent in force from time to time.		
"Instruction Letter"	the letter addressed to an estate agent setting out specific terms of engagement by MME of such estate agent. For the avoidance of doubt, this is not the valuation letter/email sent to the agent to request a valuation of a Property.		
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, trade marks, business names		

2. INTERPRETATION:

2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or



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statutory provision includes all subordinate legislation made under that statute or statutory provision.

- 2.2 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.3 A reference to **writing** or **written** includes fax and email.

3. BASIS OF CONTRACT

- 3.1 The Instruction Letter constitutes an offer by MME to purchase Services in accordance with the terms of the Instruction Letter and these terms and conditions.
- 3.2 The Instruction Letter shall be deemed to be accepted on the earlier of either:
- 3.2.1 the Agent signing and returning the copy Instruction Letter; or
- 3.2.2 any act by the Agent consistent with fulfilling the Services, at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 3.3 These terms and conditions and the schedule apply to the Instruction Letter to the exclusion of any other terms that the Agent seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.4 In the event the Agent is instructed on a multi-agency basis:
- 3.4.1 Net Commission will only be paid to the Agent if it was the Agent that Introduced the Purchaser to the Property and that Purchaser continues to Completion; and
- 3.4.2 only one Net Commission will be made to the Agent by MME in respect of the Property. Any dispute between selling estate agents must be resolved prior to the date of Exchange.
- 3.5 If a dispute under clause 3.4.2 is not resolved prior to Exchange, MME will adjudicate the position promptly after the date of Exchange at a cost of £200.00 plus VAT per hour, such costs to be deducted from the successful estate agent's Commission.
- 3.6 MME's decision pursuant to clause 3.5 will be final and the Agent shall use its best endeavours to prevent such dispute prejudicing the Customer's or Developer's best interests.
- 3.7 Payment of Net Commission is subject always to Completion and, unless expressly set out in the Instruction Letter, does not apply to any other property.

4. SUPPLY OF SERVICES

- 4.1 The Agent shall, from the Commencement Date and for the duration of the Contract, provide the Services to MME in accordance with the terms of the Contract.
- 4.2 In providing the Services, the Agent shall:
- 4.2.1 co-operate with MME in all matters relating to the Services;
- 4.2.2 comply with all instructions of MME;
- 4.2.3 perform the Services with the best care, skill and diligence in accordance with best practice in the Agent's industry, profession or trade;
- 4.2.4 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Agent's obligations are fulfilled in accordance with the Contract;

- 4.2.5 ensure that the Services will conform with all descriptions set out in the Instruction Letter and Schedule 1, and that the Deliverables shall be fit for any purpose that MME expressly or impliedly makes known to the Agent;
- 4.2.6 provide all equipment, tools and such other items as required to provide the Services;
- 4.2.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 4.2.8 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services, and with the Mandatory Policies;
- 4.2.9 observe all health and safety rules and regulations that apply in carrying out the Services;
- 4.2.10 not do or omit to do anything which may cause MME to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Agent acknowledges that MME may rely or act on the Services; and
- 4.2.11 comply with any additional obligations as set out in the Instruction Letter.

5. MME REMEDIES

- 5.1 If the Agent fails to perform the Services in accordance with the Contract, MME shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
- 5.1.1 to terminate the Contract with immediate effect by giving written notice to the Agent;
- 5.1.2 to refuse to accept any subsequent performance of the Services which the Agent attempts to make;
- 5.1.3 to recover from the Agent any costs incurred by MME in obtaining substitute services from a third party;
- 5.1.4 to require a refund from the Agent of sums paid in advance for Services that the Agent has not provided; and
- 5.1.5 to claim damages for any additional costs, loss or expenses incurred by MME which are in any way attributable to the Agent's failure to properly carry out the Services.
- 5.2 These terms and conditions shall extend to any substituted or remedial services provided by the Agent.
- 5.3 MME's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

6. SERVICES PROCESS

- 6.1 Any offers for the Property received by Potential Purchasers will be subject to the following conditions:
- 6.1.1 the Agent will provide MME with the Potential Purchaser's name, address and contact details promptly at the time a Potential Purchaser has proposed an offer to purchase the Property to the Agent;
- 6.1.2 the Agent will notify the Potential Purchaser that MME will be in touch directly to continue the offer negotiations and sale process;
- 6.1.3 MME will contact the Potential Purchaser directly in order to explain the sales progress, along with any Exchange and Completion deadlines; and



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- 6.1.4 the Agent will not offer the Potential Purchaser any of its additional services including referrals to one of its independent financial advisers or solicitor firms.
- 6.2 MME's instructions to the Agent is on a no sale, no fee basis whereby a sale is considered to be a Property that has Completed.
- 6.3 An Introduction will only be deemed successful once a genuine offer to purchase is put forward for the Customer's consideration, together with the name and full details of a proceedable applicant and where such applicant becomes a Purchaser subject to the resolution of any Multi-Agency dispute described in clauses 3.4 to 3.6 (inclusive).
- 6.4 In order to prove that the Agent has Introduced a successful Customer and therefore Net Commission is due and payable on Completion, the Agent shall provide to MME details of all interested parties, on a regular basis, throughout the Agent's instruction of each Property.

7. MME'S OBLIGATIONS

- 7.1 MME shall:
- 7.1.1 seek consent from the Customer and use reasonable endeavours to provide the Agent with reasonable access at reasonable times to the Property for the purpose of providing the Services; and
- 7.1.2 provide such necessary information for the provision of the Services as the Agent may reasonably request.
- 7.2 All negotiations of offers between the Customer and the Potential Purchaser offers are strictly confidential and must be carried out by MME.
- 7.3 There will be no obligation on MME to discuss the offer negotiations detailed in clause 7.2 with the Agent however, once a Potential Purchaser becomes a Purchaser, MME will inform the Agent of the Purchaser's name and the agreed sale price of the Property with the Customer.
- 7.4 MME shall be solely responsible for sending out sales memorandums to the Customer, the Purchaser and the Agent.

8. MARKETING

- 8.1 Sales particulars in relation to a Property:
- 8.1.1 must be produced by the Agent within 48 hours of the Commencement;
- 8.1.2 include with good colour photographs of external and internal shots; and
- 8.1.3 be produced and worded in accordance with the Consumer Protection from Unfair Trading Regulations 2008 (CPRs) and Business Protection from Misleading Marketing Regulations 2008 (BPRs), ("Sales Particulars").
- 8.2 Sales Particulars must be sent to the Customer by the Agent in the first instance for approval.
- 8.3 Once the Customer has approved the draft Sales Particulars by signing a copy of the same, the Customer shall send the Agent the signed copy and the Agent shall promptly forward a copy of the signed approved Sales Particulars to MME.
- 8.4 The Agent shall only erect one "For Sale board" at the Property. In the event of a Multi-Agency, a back to back arrangement with the other estate agents is acceptable provided always that no more than one "For Sale" boards is erected at the Property at any one time.

- 8.5 Viewing arrangements for Potential Purchasers are made by appointment that are either, arranged and carried out by the Customer or, if the Property is vacant, by the Agent who will be provided with keys to the Property. Keys are issued to the Agent by MME strictly for accompanied viewings only. On occasion, the Agent maybe required to accompany Potential Purchasers to the Property when the Customer is also present.
- 8.6 At Completion, keys held by the Agent can only be released to the Purchaser when authorised by either MME or the Customer's solicitors.
- 8.7 As part of MME's money laundering procedure, MME shall carry out identity checks on the Customer. MME will also be carrying out identity checks on any Purchasers of the Property.
- 8.8 It is the Agents' responsibility to carry out its own identity checks where required.
- 8.9 MME shall be solely responsible for requesting proof of cash or deposits from Purchasers.

9. DEVELOPER CONDITIONS

- 9.1 In the event the Agent is instructed to sell a Property owned by a Developer, the following conditions will apply:
- 9.1.1 MME shall be entitled to receive clean copies of Sales Particulars from the Agent at its request from time to time;
- 9.1.2 MME shall be authorised to distribute the Sales Particulars to the Developer who is turn is authorised to display the Sales Particulars at its development sites;
- 9.1.3 in the event a Purchaser for the Property is found pursuant to clause 9.1.2 above, and is therefore not Introduced by the Agent, MME shall not be liable to pay the Agent any Net Commission;
- 9.1.4 all offers on a Property agreed to between the Customer and a Potential Purchaser shall be conditional always to an Exchange of the Property within 28 days of the offer being accepted by the Customer;
- 9.1.5 all offers on a Property owned by a Developer ("Developer Property") that will be consequently purchased by the Customer as a result of selling the Property, shall be conditional always to an Exchange of the Developer Property within 28 days of the offer being accepted by the Developer; and/or
- 9.1.6 pursuant to clauses 9.1.4 and 9.1.5 above, if the 28 day Exchange deadline expires and the Developer has not agreed to extend the deadline, MME reserves the right to terminate the sale of the Property and/or the Developer Property (as applicable) and instruct the Agent to place the same back on the market.

10. COMMISSION AND PAYMENT

- 10.1 The Net Commission shall be the full and exclusive remuneration of the Agent in respect of the performance of the Services subject to the Property.
- 10.2 Unless otherwise agreed in writing by MME, the Net Commission shall be deemed to cover every cost and expense of the Agent directly or indirectly incurred in connection with the performance of the Services.
- 10.3 The Net Commission will be payable out of the Fee.
- 10.4 MME shall only be liable to pay the Net Commission to the Agent:



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- 10.4.1 once the Property has Completed to a Purchaser Introduced to the Agent by MME;
- 10.4.2 after MME has received an invoice from the Agent for the Net Commission on or after the Exchange date of the Property; and
- 10.4.3 once MME has received the Fee from the Customer.
- 10.5 In consideration of the supply of the Services by the Agent, MME shall use reasonable endeavours to recover its Fee from the Customer.
- 10.6 Subject to clause 10.4, MME shall pay the Agent the Net Commission within 14 days of the date that MME receives its Fee in relation to the Property from the Customer.
- 10.7 Net Commission will be paid to a bank account nominated in writing by the Agent.
- 10.8 MME shall pay the Net Commission via BACS payment unless otherwise prior agreed in writing.
- 10.9 All amounts payable by MME under this Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Agent to MME, MME shall, on receipt of a valid VAT invoice from the Agent, pay to the Agent such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 10.10 Subject to this clause 10.4.3, if MME fails to make a payment due to the Agent under the Contract by the due date, then MME shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.10 will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.
- 10.11 MME may at any time, without notice to the Agent, set off any liability of the Agent to MME against any liability of MME to the Agent, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by MME of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 10.12 In the event a Customer or Developer requires Services for multiple properties or for properties connected to a new build plot, MME may require the Agent to provide the Services for a fixed amount of Commission as set out in the Instruction Letter subject to the deduction of any Administration Fees.
- 10.13 In the event MME Introduced a Customer to the Agent for valuation purposes only then, if the transaction does not proceed and the Agent is subsequently instructed either directly or indirectly to market the Customer's Property on behalf of the Customer, and/or their lender, then the Agent will be liable to pay MME the Introduction Fee.
- 10.14 If the Agent is already marketing or has otherwise valued the Property three (3) months before MME's valuation request, the above clause 10.13 will not apply.
- 10.15 The Agent must address its invoice to Moving Made Easy, The Fairways, Earls Colne Business Park, Essex CO6 2NS. Any invoice sent to the Customer's solicitor will result in delayed payment of the Net Commission and such action will incur a £200.00 plus

VAT administration cost to the Agent that will be deducted from its Commission.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Agent.
- 11.2 The Agent grants to MME, or shall procure the direct grant to MME of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables for the purpose of receiving and using the Services. .

12. INDEMNITY

- 12.1 The Agent shall indemnify MME against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by MME arising out of or in connection with:
- 12.1.1 any claim brought against MME for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services; and/or
- 12.1.2 any claim made against MME by a third party arising out of, or in connection with, the supply of the Services.
- 12.2 This clause 11.2 shall survive termination of the Contract.

13. INSURANCE

During the term of the Contract and for a period of one year thereafter, the Agent shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on MME's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14. DATA PROTECTION

- 14.1 The provisions of clauses 14.2 to 14.11 shall be effective from and including 25th May 2018.
- 14.2 MME and the Agent agree that the processing of Personal Data pursuant to this agreement shall be carried out by the Agent as a data processor as follows:-
- 14.2.1 the subject matter and duration of the processing shall be as set out in this Contract and the Privacy Policy;
- 14.2.2 the nature and purpose of the processing shall be as set out in this Contract and the Privacy Policy; and
- 14.2.3 the type of personal data processed and the categories of data subjects shall be as set out in the Privacy Policy.
- 14.3 The Agent shall process Personal Data only on documented instructions from MME (which shall include, without limitation, any processing required to be carried out under the terms of this Contract) including with regards to any transfer of Personal Data outside the UK, unless required by any domestic or European Union legal requirement to which the Agent is subject in which case the Agent shall, unless prohibited by law, inform MME before carrying out such processing.
- 14.4 The Agent shall ensure that any employees, sub-contractors, consultants or others authorised by it to process Personal Data



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are subject to confidentiality obligations no less onerous than those set out in clause 19 of this Contract.

- 14.5 When processing Personal Data the Agent shall comply with the security obligations set out in the Privacy Policy and shall take all appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction, disclosure or damage.
- 14.6 Notwithstanding any other provision of this Contract, the Agent shall not sub-contract any processing of Personal Data under this Contract without the prior written agreement of MME. To the extent that any such sub-contracting is authorised pursuant to this clause, the Agent shall comply with the provisions of Paragraphs 2 and 4 of Article 28 of the GDPR in respect of any such sub-contracting.
- 14.7 The Agent shall, to the extent reasonably practicable taking into account the nature of the processing of the relevant Personal Data, assist MME by taking appropriate technical and organisational measures to assist MME to fulfil its obligations to respond to requests for the exercise of the rights of data subjects pursuant to Chapter III of the GDPR.
- 14.8 The Agent shall assist MME in ensuring compliance with the data security requirements set out in Articles 32 to 36 of the GDPR taking into account the nature of the processing of the relevant Personal Data and the information available to the Agent.
- 14.9 Upon termination of this Contract for any reason, the Agent shall, at the request of MME either return or destroy the Personal Data (at the option of MME) save to the extent that the Agent is required by domestic or European Union law to retain such Personal Data.
- 14.10 The Agent shall at the request of MME, provide MME with all necessary information required by MME to allow it to demonstrate compliance with the obligations in relation to the appointment of data processors set out in Article 28 of the GDPR and shall allow for and contribute to data protection audits carried out by MME or its nominated auditor.
- 14.11 The Agent shall notify MME immediately if it believes that any instructions from MME to provide information pursuant to clause 14.10 violate the GDPR or any other domestic or European Union law.
- 14.12 The Agent indemnifies and holds harmless MME from and against all loss, damage, liabilities and claims which MME may incur as a result of a breach by the Agent of its obligations pursuant to clauses 14.2 to 14.12 including, without limitation, legal and other professional costs on an indemnity basis and a reasonable amount in respect of management time.

15. TERMINATION

- 15.1 Without limiting or affecting any other right or remedy available to it, MME may terminate the Contract with immediate effect by giving written notice to the Agent if:
 - 15.1.1 there is a change of Control of the Agent; or
 - 15.1.2 the Agent's financial position deteriorates to such an extent that in MME's opinion the Agent's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 15.1.3 the Agent commits a breach of clause 4.2.8, or
 - 15.1.4 the Customer terminates its contract with MME in relation to the relevant Property.
- 15.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 15.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
 - 15.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - 15.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

16. CONSEQUENCES OF TERMINATION

- 16.1 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 16.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

17. GENERAL

- 17.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

18. ASSIGNMENT AND OTHER DEALINGS.

- 18.1 MME may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Agent's prior written consent.
- 18.2 The Agent shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of MME.

19. GENERAL TERMS.

- 19.1 **Confidentiality.**
 - 19.1.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or Agents of the other party, except as permitted by clause 19.1.2.
 - 19.1.2 Each party may disclose the other party's confidential information:



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- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 19; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 19.1.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 19.2 **Entire agreement.** The Contract as amended pursuant to clause 15 below, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.3 **Variation.** Except as set out in these terms and conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 19.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 19.6 **Notices.**
- 19.6.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified in the Instruction Letter.
- 19.6.2 A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the

- second Business Day after posting; or, if sent by fax or email, on transmission.
- 19.6.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 19.7 **Third party rights.**
- 19.7.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 19.7.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 19.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 19.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 – Services and Deliverables

In addition of the Estate Agents marketing and promotional activities, MME may require the Estate Agents to provide the following services from time to time;

- Vacation inspection reports
- Regular vacant property reports including meter readings
- Accompaniment of MME nominated visitors to vacant property