

TERMS AND CONDITIONS OF BUSINESS - SALES

CONFIRMATION OF INSTRUCTIONS & AGREEMENT – Date: 28 May 2021

(In accordance with the Estate Agents Act 1979 and The Estate Agents (Provision of Information) Regulations 1991)

Important Notice

This is a legal document. Please take time to read it carefully and ask any questions relating to the terms and conditions below before signing.

1. This is a Sole Agency Agreement

Anthony James Estate Agents and Ms Charlotte Foley, (the 'Client')

For the sale of Flat 9, 39, Park Crescent, Southport, Merseyside, PR9 9JL, (the 'Property')

The Property will be marketed at an initial **asking price of Offers in Excess of £140,000**

(The asking price is not a valuation but a figure for marketing purposes) The asking price may subsequently be changed with the Client's agreement.

This agreement is for marketing starting the date of signing this agreement. There is no minimum term.

This agreement appoints the agent to market the Property for sale on the terms set out below agreed between the parties.

2. Energy Performance Certificate ('EPC')

Before a residential property can be marketed an EPC must be available or have been commissioned. Failure by the Agent or Seller to comply with this requirement carries a penalty charge of £200. The Agent and the Client will agree separately as to how the EPC is to be provided. The agents fee for this service is £80 inclusive of vat.

3. Agency Fees

The commission fee will be £1,800.00 inclusive of vat, calculated on £1,500.00 Fixed Fee(Fee type). Where a percentage rate has been agreed the final fee will be calculated at the agreed rate at exchange of contracts on the sale of the property (the sale price). Where the selling price is higher or lower, the commission fee will be corresponding higher or lower.

4. Withdrawal Charges

Anthony James estate agents will not charge a fee to a client for the withdrawal of a property from marketing.

5. Additional Charges

The Agent may recommend additional marketing activity for the Property and will make a separate charge for this. The Agent will not commit to any additional marketing without asking and agreeing such costs with the Client first and in writing.

The Client will be sent a separate invoice for any extra charges. The Client must pay the invoice in full within fourteen days of the date on it (or within fourteen days of withdrawal of the Property from the market, whichever is earlier). Unless stated otherwise, the Client must pay VAT at the prevailing rate on all charges.

6. Settlement of Fees

- I. Commission fees are payable as a result of the circumstances outlined herein. Fees become due at exchange of contracts or (if there is no contract) upon completion of the sale.
- II. The responsibility for the payment of these fees remains with the Client named above. The Agent will submit his account to the Client's solicitors/licensed conveyancer who should settle the payment no later than three working days after completion or 28 days after exchange of contracts on the Property, whichever is sooner.
- III. If the account remains unpaid after the due payment date the Agent reserves the right to charge daily interest on the outstanding balance at an annual rate of interest of 4% above Bank of England base rate from the due payment date until payment is received in full.

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7. Ready, Willing and Able Purchaser

A purchaser is a ready willing and able purchaser if he is prepared and is able to exchange unconditional contracts for the purchase of the Property.

You will be liable to pay commission to the Agent, in addition to any other costs or charges agreed, if such a purchaser is introduced by the Agent in accordance with your instructions and this must be paid even if you subsequently withdraw and contracts for sale are not exchanged, irrespective of the reasons.

8. Double Commission Warning

The Client may be liable to pay agency fees to more than one agent if:

- The Client has previously instructed another agent to sell the same property on a sole agency, joint sole agency, multiple agency or a sole selling rights basis; or
- The Client instructs another agent during or after the period of the Agent's multiple agency.

9. (a) Multiple Agency – Liability to Pay Commission

Where the Agent acts on the Client's behalf as multiple agent, the Client may appoint other agents to market the Property. The Client will be liable to pay commission to the Agent, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the Property are exchanged with a purchaser introduced by the Agent or with whom the Agent had negotiations about the Property during his Agency period.

The Agent may be entitled to a commission fee if the Client terminates this agreement and a memorandum of sale is issued by another agent to a buyer that we have introduced within 6 months of the date this agreement ended and where a subsequent exchange of contracts takes place. If no other estate agent is involved this time limit extends to an exchange of contracts within two years of the date this agreement ended.

Reference above to the exchange of contracts shall be deemed to include completion of a sale of the Property where no contracts are exchanged.

9. (b) Sole Selling Rights – Liability to Pay Commission

The Client will be liable to pay remuneration to the Agent, in addition to any other costs or charges agreed, in each of the following circumstances:-

- i) If unconditional contracts for the sale of the Property are exchanged in the period during which the Agent has sole selling rights, even if the purchaser was not found by the Agent but by another agent or by any other person, including the Client;
- ii) If unconditional contracts for the sale of the Property are exchanged after the expiry of the period during which the Agent has sole selling rights but to a purchaser who was introduced to the Client during that period or with whom the Agent had negotiations about the Property during that period.

The Agent may be entitled to a commission fee if the Client terminates this agreement and a memorandum of sale is issued by another agent to a buyer that we have introduced within 6 months of the date this agreement ended and where a subsequent exchange of contracts takes place. If no other estate agent is involved this time limit extends to an exchange of contracts within two years of the date this agreement ended.

Reference above to the exchange of contracts shall be deemed to include completion of a sale of the Property where no contracts are exchanged.

9. (c) Sole Agency / Joint Sole Agency – Liability to Pay Commission

Where the Agent acts on the Client's behalf as Sole Agent/Joint Sole Agent, the Client will be liable to pay remuneration to the Agent/Joint Sole Agent, in addition to any other costs or charges agreed, if at any time unconditional contracts for sale of the Property are exchanged:

- i) With a purchaser introduced by the Agent during the period of the Agent's Sole/Joint Sole agency or with whom the Agent had negotiations about the Property during that period or,
- ii) With a purchaser introduced by another agent during that period

The Agent may be entitled to a commission fee if the Client terminates this agreement and a memorandum of sale is issued by another agent to a buyer that we have introduced within 6 months of the date this agreement ended and where a subsequent exchange of contracts takes place. If no other estate agent is involved this time limit extends to an exchange of contracts within two years of the date this agreement ended.

Reference above to the exchange of contracts shall be deemed to include completion of a sale of the Property where no contracts are exchanged.

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10. Termination of Agency

Either party can terminate this agreement by giving fourteen days notice to the other in writing. The fourteen days notice may be given at any time to terminate this agreement.

The Agent shall be entitled to terminate this Agency Agreement at any time by giving written notice to the Client to that effect if:

- The Client is in breach of any of his obligations in this Agency Agreement and (if the breach is capable of remedy) fails to remedy the same within seven days notice in writing from the Agent to do so; or
- The Client persistently breaches his obligations in this Agency Agreement.

11. Marketing Issues

A) The Client agrees that details of the Property may/will be circulated to the offices of a NAEA member on a sub-agency basis and they will then also be authorised to offer the Client's property for sale at no extra cost to the Client. A Sub-agent is defined as a person/agent who receives and acts upon instructions from a principal agent rather than directly from the seller. Remuneration will be by separate agreement between the agents concerned.

B) The Client agrees that details of the Property may also appear on such property websites as seen fit by the Agent.

C) The Client agrees that details of the property may also appear on Facebook, Twitter and other Social Media platforms that the agent uses to advertise.

The Client agrees to support, "like", "share" and "retweet" such advertising to benefit the advertising coverage of "The property" of "The Client."

Where an offer has been accepted subject to contract, the Agent will consult and take the Client's instructions as to whether the Property should be withdrawn from the market or continue to be marketed. In the latter case, the Agent is under a duty to advise the prospective purchaser in writing.

12. For Sale Boards

The Agent requires permission to erect a For Sale board at the Property to assist in the marketing of the Property. Any such board will comply with the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. The Client consents that the Agents may erect a For Sale board at the Property.

The Agent accepts liability for any claim arising under these Regulations in connection with the board, unless the action arises as a result of a further board being erected by another agent. The For Sale board will remain at all times the property of the Agent.

13. Offers

The Agent will promptly forward to the Client details in writing of all offers received from potential purchasers at any time up until contracts have been exchanged, unless the offer is of an amount or type which the Client has specifically instructed the Agent, in writing, not to pass on. A written or computerised record of all offers received will be kept (including the date and time the Agent received such offers and the Client's response). This record will be available to the Client on request. In turn, the Client must promptly inform the Agent of all enquiries or discussions which the Client may have with any prospective purchaser, whether introduced by the Agent or not, that are not made with the knowledge of the Agent.

14. Access to Premises

If the Agent holds the keys to the Property, the Agent will accompany any viewings of the Property, unless the Agent and Client agree otherwise in writing. If the Agent is arranging for someone to view an occupied property, the Agent will agree the arrangements with the occupier beforehand.

The Client agrees to co-operate in the arrangement of viewings of the Property and to permit the same at reasonable times on reasonable notice.

It is the Agent's usual practice to release the keys to certain professionals who require access, such as surveyors acting on behalf of purchasers. In order to avoid delaying the sale, once the Agent has established their identity, they are permitted to inspect the Property unaccompanied. Please advise the Agent immediately if this is NOT acceptable to the Client. The Agent will continue to seek the Client's permission to allow unaccompanied visits by any other third parties such as trades people or representatives of any utility companies.

15. Extra Services

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By law, the Agent must tell the Client if the Agent or any connected person intends to earn any commission from offering the Client or a buyer other services. If the Agent or any connected person earns money from any of these services the Agent would keep this commission. The following services will be offered by the Agent or connected persons:

- Independent Financial Advice
- Solicitor Referral
- EPC Survey

16. Personal Interest

By law, the Agent must declare whether there is a personal interest in the sale of the Property. To assist the Agent to fulfill this obligation the Client is asked to indicate any personal association with the Agent of which the Client is aware. If the Client is, or thinks they may be, a close relative or have any business interests with the Agent, the Client should let the Agent know immediately.

17. The Property Details

The Property details the Agent has prepared after the Agent's visit are either attached to this agreement or will be sent to the Client as soon as they have been prepared. Anything the Agent says or publishes about the Property as the Client's estate agent must not be false or misleading. It is very important that the Client reads these details carefully and immediately informs the Agent if there is anything that the Client thinks the Agent should have included or that is inaccurate or misleading. Please remember that the Agent cannot say anything about the Property that the Agent cannot prove. For example, the Agent should not say that a home has cavity-wall insulation if there are no guarantees or invoices to show that the work was done.

18. Discrimination

The Agent will not discriminate against any person contrary to the provisions of The Sex Discrimination Act 1975, The Race Relations Act 1976 or the Equality Acts 2006 or 2010. The Agent will not discriminate, or threaten to discriminate against any prospective buyer of the Property because that person is, will not be, or is unlikely to be accepting services that the Agent will (directly or indirectly) provide.

19. Data Protection

The Agent is registered under the Data Protection Act 1998. The Client agrees to the Agent holding, processing and disclosing personal data of the Client (including any details or photographs of the Property and any sale agreed) for any reason connected with the marketing of the Property or negotiations in respect of its proposed sale, in the Agent's own marketing or advertisement campaigns, to other agents for the purpose of comparing property sale prices or for any other purpose permitted by law, both before and after the termination of this Agency Agreement.

20. Rules of Conduct

The Agent is a member of the National Association of Estate Agents and has agreed to abide by its Rules of Conduct.

21. Money Laundering

Under the Money Laundering Regulations 2007 the Agent is legally obliged to undertake Customer Due Diligence. This will require the Client to produce to the Agent satisfactory evidence of the Client's identity and current residential address.

22. The Property Ombudsman Scheme

The Agent is a member of The Property Ombudsman Scheme ("TPOS") and follows the TPOS Code of Practice. The Client agrees that the Agent may give information about the sale of the Property to the Ombudsman, if the Client has registered a complaint and he asks for that information. The Client also agrees that the Agent may give the Client's contact details to TPOS (if they ask for it) to help them monitor how the Agent is following the Code of Practice.

A copy of the Code of Practice and the Consumer Guide is available from www.tpos.co.uk or from the Agent on request.

23. Consumer Protection From Unfair Trading Regulations 2008 ('CPRs')

The Agent is obliged to comply with the CPRs which (among other things) prohibit the Agent from giving false or misleading information or hiding or failing to provide material information in relation to the Property (which includes any information relating to any defects in or drawbacks of the Property) in a clear, intelligible and timely fashion. The Client must not raise any objection to any statements made or action taken by the Agent with a view to complying with the CPRs.

TERMS AND CONDITIONS OF BUSINESS - SALES**24. In-House Complaints Handling**

The Agent maintains and operates an in-house complaints procedure, a copy of which is available upon request. In the event that any complaint is not resolved between the Agent and the Client in accordance with such procedure, the Client has a right to refer the matter to The Property Ombudsman.

25. Compliance With Laws

The Agent and the Client acknowledge their respective obligations to comply with all applicable laws in the marketing and prospective sale of the Property and mutually agree to do so. Where the law and the interests of the Client conflict, adherence to the law must prevail.

26. Copyright

The Agent retains the copyright to all sales particulars, photographs, floor plans, sketches and advertisements in respect of the Property, none of which may be reproduced without the Agent's express written consent.

27. Interpretation

In this Agency Agreement, words referring to the masculine include the feminine and words in the singular include the plural and vice versa in each case.

28. Signatures

Before signing this agreement you should ensure that you have read the terms of the agreement and asked for clarification of any issue that is not understood.

By signing this Agreement, the Client is entering into a legally binding agreement and confirms that the Client has read and agrees to the terms and conditions of this Agreement.

The Client acknowledges and warrants that by appointing the Agent the Client is contracting on behalf of the Client and all owners of the Property

SIGNED by the Client (S) :-**SIGNED on behalf of Anthony James (Agent)***Charlotte Foley*

8th June 2021 at 7:13am

Mark Singleton

28th May 2021 at 10:49am

RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us (details below*) of your decision to cancel this contract by a clear statement (eg. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

* Our details are: Anthony James Estate Agents
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