
The logo for Nick Tart, featuring the words "nick tart" in a lowercase, sans-serif font. "nick" is in red and "tart" is in blue. The text is positioned in the lower right corner of a light blue square.

YOUR AGENCY AGREEMENT (TERMS OF BUSINESS)

Nick Tart Bridgnorth Limited

9 Whitburn Street,
Bridgnorth,
Shropshire
WV16 4QN

01746 711442
bridgnorth@nicktart.com

Directors: Matt Wheeler . Steve O'Hara
Company No 12494793


Terms of Business

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Nick Tart Bridgnorth Limited 9 Whitburn Street Bridgnorth WV16 4QN

Directors: Matthew Wheeler & Steve O'Hara. Company No 12494793



Seller(s) including all co-owners		Sophie Messenger		Agency Type	
Property to be Sold		26 Greenfields Road, Bridgnorth, WV16 4JT		Sole Selling Rights: <input checked="" type="checkbox"/>	
Correspondence Address (if different to the above)				Joint Agency: <input type="checkbox"/>	
				If Yes Other Agent	
				Fee Split	
				Multi Agency: <input type="checkbox"/>	
Asking Price:		£190,000		Fee 1.0% PLUS VAT @ 20%	
				Which would be £2,280.00 INCLUDING VAT	
				Fixed Fee £ PLUS VAT @ 20%	
				Which would be £ INCLUDING VAT	
Withdrawal Fee (if applicable)		£		+ VAT	
		£		Inc VAT @20%	
Additional Costs (if applicable)		£		+ VAT for SET UP FEE	
		£		Inc VAT @20%	
Disclosure Requirements			Interested Parties		
Under Section 21 of the Estate Agents Act 1979 we are required to disclose to prospective buyers any family relationships or business associated between you and any of your employees or any other business within the Nick Tart group. Any such relationships must be shown here.			Under this agreement Nick Tart (Residential) Limited t/a Nick Tart Estate Agents require to know whether any party or parties have shown interest in buying the property prior to the instruction.		
Does any such relationship exist? Yes <input type="checkbox"/> No <input type="checkbox"/>			Does any such interest exist? Yes <input type="checkbox"/> No <input type="checkbox"/>		
			If the answer is yes, please give detail below.		
You accept responsibility to pay the fee and other costs or charges agreed by yourself and us. You are hereby confirming to us that you are the sole and/or legal owner with someone else and, by signing this agreement, you are telling us that you are agreeing to our terms and conditions on behalf of all owners of the property including yourself. By signing the agreement you are confirming you have received the customer copy of this agreement and you are personally and, where you have signed on behalf someone else, jointly or severally liable for our fees. By signing this agreement you are also giving authority for your personal details to be electronically checked by us as Nick Tart (Residential) Limited t/a Nick Tart Estate Agents to comply with the Money Laundering Act 2003. We would also refer you to our Privacy Policy at https://www.nicktart.com/legal/privacy					
Was this agreement signed away from a Nick Tart Estate Agents office in the presence of a Nick Tart representative?					
YES <input type="checkbox"/> (Please see the Notice of the rights to cancel on page 3) NO <input type="checkbox"/> (The Notice of rights to cancel does not apply)					
Where you have ticked Yes above and signed the agreement below, you are hereby authorizing us to immediately start performing this agreement and, in the event you exercise the right to cancel under the Notice of right to cancel on page 3, you will be liable for reasonable expenses we incur before the cancellation.					
Signed: As Seller / Seller's Agent		A Seller / Seller's Agent			
Dated		Dated		On behalf of Nick Tart Bridgnorth Ltd	
				30 th March 2021	
				Dated	

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Nick Tart Bridgnorth Limited

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Definitions of Agency Agreement

Sole Selling Rights – You will be liable to pay re-numeration to us, 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 we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself.

If unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom we had negotiations about the property during that period.

Joint Agent – Where under this agreement we act as your joint agent you will be liable to pay commission to us in addition to any other costs or charges agreed if any time contracts for the sale of the property are exchanged with a buyer introduced directly or indirectly wither by us or the agent with whom we are acting jointly with the sale of the property during the period of our joint agency or with a buyer with whom we are acting jointly with in the sale has had no discussions or negotiations with during that period.

Multiple Agent – Where under this agreement we act as your multiple agent you will be liable to pay commission to us in addition to any other costs or charges agreed if at any time contracts are exchanged with a buyer introduced directly or indirectly by us during the period of our multiple agency or with a buyer with whom we have had discussions or negotiations with during that period.

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

Payment of Fees

Commission becomes payable immediately upon exchange of contracts. We will send our account to your solicitor for settlement on completion. This agreement gives your solicitor the irrevocable authority to pay our account from the proceeds of the sale within 7 days of completion and disclose to us your new address.

Should you terminate this agreement you will be liable to pay our commission if you sell your property through another agent to a buyer that we have introduced during our agency period, within 6 months of the date our instruction ended.

You may be liable for dual fees if:-

- You have previously instructed another agent to sell your property on a sole agency, joint sole agency or a sole selling rights basis.
- You instruct another agent during or after the period of our agency.

You are also liable to fees:-

- Where you sell the property to a third party for subsequent resale, i.e. part exchange etc., then the fees and commission due will be payable as previously agreed. We may adopt a right of discretion if we are subsequently instructed by a third party to resell the property.
- If following the introduction of a purchaser you delay the progression of the sale to a point your purchasers have no alternative but to withdraw their offer on your property then our full commission / fee will be due immediately the sale is aborted.
- If following the introduction of a ready, willing and able purchaser you abort the sale then our full commission/fee will be due immediately the sale is aborted.

Costs of Recovery/Interest Period Payments

We will charge you interest at 3% above prevailing bank rates if you do not pay any costs outstanding to us under this Agreement within two weeks of the date of submission of our account. Should we have to take professional advice for the recovery of the debt, fees, Court fees, etc will also be added to the amount outstanding. Failure to comply could result in your details being passed to a debt recovery agency.

Disclosure of Information

The Agent has a legal duty under the Property Misdescriptions Act 1991 and the Consumers Protection from Unfair Trading Regulations 2008. In the normal course of the Agent's preparation for the sale you will be asked for certain information. You are asked to supply information which is true and reliable and if an Agent makes a statement in a set of sales details that you feel is inappropriate you must advise us immediately in writing. If during the marketing period the property changes to the extent that the sales details printed are no longer accurate, you must advise the Agent immediately in writing.

Equally we are obliged to disclose the existence / details of any Green Deal charge either existing or likely to be created.

Joint Owners

Where the legal title of the property is vested in other persons or other persons have control other than the Seller the Seller must advise the Agent of all parties and interests.

Damage to the Property

The Agent will use its best endeavours to ensure that damage is not occasioned to the property and will do all it can to indemnify the Seller from third party claims. However, the Seller is liable for his/her duty under the Occupiers Liability Act and any claim in tort and therefore should ensure that the property is adequately insured against third party claims/risks.

Services In the Property

It is the Seller's duty to ensure that services are disconnected in the property (draining down the water system, etc).

Keys

The Agent has a security system for the deposit of keys, however the Agent cannot be responsible for the criminal acts of third parties.

It is the agent's usual practice to release 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 attend the property unaccompanied. The sellers authorise the agents to release the keys in these circumstances to facilitate the sale.

Marketing

The seller consents to the details of the property being made available to all of the agent's offices and property website companies as seen fit by the agent.

Data Protection

Subject to General Data Protection Regulations (GDPR) the seller(s) hereby acknowledge(s) and agree(s) to **agent** storing personal information relating to both the property and the seller(s) on computer, cloud based property software system and hard copies in office files. The seller(s) agrees the agent will store any information in a secure manner and that unless the seller(s) consent(s), no unsolicited marketing material will be sent to them. We would refer you further to our Privacy Policy at <https://www.nicktart.com/legal/privacy>

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Terms of Agreement

This agreement will be for a **minimum period of 15 weeks**. Following this period this contract will remain binding until terminated by either party.

Nick Tart Estate Agents reserve the rights to terminate the agreement without the need to serve the requisite notice should it transpire that the seller is carrying out criminal and / or fraudulent activities or if we are unable to verify a sellers identity in order for us to comply with the Money Laundering Act 2003.

Termination of Agreement

Either party may terminate this agreement on the due date by giving 14 days prior written notice, the same period of notice will be required should the agency be terminated beyond the minimum period.

Upon termination of the agreement the seller agrees that all outstanding fees due under the terms of this agreement will be paid to the agents within 7 working days.

Withdrawal Fee

If the Agency Agreement is terminated by either party, for whatever reason, the seller will pay to the agents the withdrawal fee being a contribution towards out-of-pocket expenses incurred by the agents in marketing your property.

There is an Internal complaints procedure, copies of which are available on request.

The company subscribes to the code of practice adopted by members of the Property Ombudsman. Copies available on request.



Additional Services

In line with normal commercial practice, any discounts received from suppliers are the property of Nick Tart Estate Agents.

We reserve the right to offer financial advice to prospective buyers – this can often help the sale. If we are asked to arrange a buyer's financial affairs then we will advise you in writing, financial services can mean arrangement your buyer's mortgage, arranging insurance policies, pension plans and general insurance. We may also agree to sell your buyer's existing property to enable them to purchase yours.

We currently work with a number of conveyancing partners including Move With Us Ltd, The Conveyancing Partnership Ltd and Move Report UK Ltd and we currently receive a referral fee of £200 for each transaction..

14 DAY CANCELLATION NOTICE PERIOD

Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 (See also cancellation Notice from herein)

Right to Cancel – if you are a consumer client and this contract was not signed within one of our branches 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 this contract was agreed

If you wish to cancel this agreement you must do so in writing and deliver personally or send (which may be by electronic mail) bridgnorth@nicktart.com. Nick Tart Estate Agents (9 Whitburn Street, Bridgnorth, Shropshire, WV16 4QN).

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.

We are not legally permitted to market your property until the cancellation period has expired, unless you provide us with specific written permission to do so. Please sign, date and indicate below how you would like us to proceed –

Begin immediate marketing of the property

Do not begin immediate marketing of the property

Signed: Dated:

If you do request that we begin immediate marketing of your property during the cancellation period and you do exercise your right to cancel, you will be required to pay £120 inclusive of VAT as a reasonable amount to cover out of pocket expenses. Where we introduce or have negotiations with the ultimate buyer of the property before you exercise your statutory right to cancel the contract, this contract will be deemed to have been fully performed and the agreed agency fee would be due, notwithstanding that cancellation took place.

Complete and return this form ONLY IF YOU WISH TO CANCEL THIS AGREEMENT.

To Nick Tart Estate Agents

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our agreement.

I/We (delete as appropriate) understand that I/We (delete as appropriate) will be liable for the expenses/fees as outlined within the agreement.

Signed.....

Name.....

Signed.....

Name.....

Address.....

Date.....