

NEWTONFALLOWELL



NAME(s) OF 'THE SELLER'

1: Name Mrs J Jones Email casurina6@hotmail.com
 Tel. Mob 07507669681
 2: Name Email
 Tel. Mob

ADDRESS OF PROPERTY TO BE SOLD 110 Jordan Avenue, Stretton, Burton upon Trent, Staffordshire, DE13 0JD

CONTACT ADDRESS (IF DIFFERENT FROM ABOVE)

'THE AGENT'

Trading Name Newton Fallowell Burton Registered Company Name Simon Shilton Ltd

ASKING PRICE & AGENCY FEES

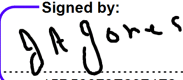
The property will be placed on the market at an initial asking price of £ 255,000 Tenure freehold
 This is not a valuation as no survey was instructed. If the property sells at a higher or lower price than the initial asking price, the fee will vary.
 The Sole Selling Rights will be for a minimum period of 0 weeks
 Sole Selling Rights agency fees £ n/a inc. VAT (£ n/a plus VAT)
 or 1.2 % inc. VAT of agreed sale price (1 % plus VAT of agreed sale price)
 If sold at initial asking price the Agent's fees would be £ 3060 inc. VAT Subject to a minimum fee of £ n/a inc. VAT

DO THE SELLER(S) HAVE ANY LINK OR PERSONAL INTEREST IN THIS AGENCY

ADDITIONAL FEES, OTHER AGREED CONDITIONS & SPECIAL REQUEST(S) FROM THE SELLER(S)


THE SELLER(S) AUTHORISATION

The Agent's Terms and Conditions are shown overleaf and will apply to the sale of the property listed above as the property to be sold. The Seller should read them carefully before signing this agreement. In signing this agreement the Seller is entering into a legally binding agreement, even if the Seller is not the owner of the property and the Seller will be responsible for the Agent's fees and any other payment due to the Agent. If the Seller has Instructed another Agent on a Sole or Sole Selling Rights basis the Seller must check whether by instructing the Agent as the Seller's Agent as well, the Seller could be liable to pay both Agents' fees once the property has sold. The Seller has read and been given the opportunity to discuss any points arising in connection with this agreement. The Seller has understood the provisions of this contract including the amounts payable and any referral fees stated and the Seller agrees to its terms and conditions. The Seller hereby agrees that to the extent permitted by law, the Seller shall be jointly and severally liable for both the payment of all amounts due under this agreement, and the taking of any actions required by this agreement. The Seller acknowledges that the Seller has received a copy of the Property Information Questionnaire and confirms the Seller is the owner(s) of the property to be sold or is authorised by the owner(s) of the property to be sold to sign this agreement on their behalf and the Seller wishes the Agent to commence.

Signed by:  Mrs J Jones 21-05-25 | 5:09 AM PDT
 1: Signed Print Date
 15D58073E2374F2...

2: Signed Print Date

THE AGENT AUTHORISATION

Signed  Print S. Hughes Date 16/05/2025

SOLE SELLING RIGHTS AGREEMENT

NOTICE OF THE RIGHT TO CANCEL

Notice of Right to Cancel - If the Seller is a consumer client and this contract was not agreed within one of the Agent's offices the Seller has 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. To exercise the right to cancel, the Seller must inform the Agent of the Seller's decision to cancel this contract by sending the Agent a clear statement in writing. The Seller may use the attached cancellation form, but it is not obligatory. To meet the cancellation deadline, it is enough for the Seller to send the Seller's cancellation communication before the cancellation period has expired.

Immediate Marketing - The Agent is not legally permitted to market the Seller's property until the cancellation period has expired, unless the Seller provides the Agent with specific written permission to do so. The Seller should indicate below when the Seller would like to start marketing.

If the Seller does request that the Agent begins immediate marketing of the Seller's property during the cancellation period and the Seller does exercise their right to cancel, the Seller will be required to pay the Agent an amount which is in proportion to what has been performed until the Seller communicated the Seller's cancellation of the contract. This will include the expenses incurred, plus any other reasonable costs, except where the Agent introduces or has negotiations with the ultimate buyer of the property before the Seller exercises the Seller's statutory right to cancel the contract. In such a case this contract will be deemed to have been fully performed and the agreed agency fee would be due, notwithstanding that cancellation took place.

1: Signed

Date to commence marketing

TERMS AND CONDITIONS

1. AGENTS CONTRACTUAL RESPONSIBILITY

The contractual responsibility of the Agent 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 discretion of the Agent.

2. SOLE SELLING RIGHTS

~~By giving the Agent Sole Selling Rights, the Seller will be liable to pay remuneration to the Agent, in addition to any other costs or charges agreed, if unconditional contracts for the sale of the property are exchanged during the period of the agreement, even if the purchaser was not found by the Agent but by another Estate Agent or by any other person including the Seller, or if a sale is agreed within 6 months of the expiry of the period during which the Agent had sole selling rights to a purchaser who was introduced to the Seller, the property or the purchase during that period. An introduction shall be deemed to have occurred if the Agent initiates a person's reaction to the property. This would generally be where the Agent arranges a viewing but an introduction is not limited to just arranging a viewing, or to a person with whom the Agent had negotiations about the property during that period. Or if the property is sold by part exchange, the sale will be deemed as a normal sale under the terms of this agreement and the Commission Fee agreed overleaf will be applied on the full sale price of the property. This is different to the terms under a sole agency agreement.~~

~~However, the Seller will not be liable to pay the remuneration under Sole Selling Rights if the sale of the property is agreed more than six months after the expiry of the period during which the agreement is in force and where the Seller has appointed another Estate Agent whose activities have resulted in the sale of the property, or more than 2 years after the expiry of the agreement in all other circumstances.~~

2.1 READY WILLING AND ABLE

The Seller will be liable to pay the Agent remuneration equivalent to one half of the Agent's agreed fee in addition to any other charges or expenses agreed, if a ready, willing and able purchaser is introduced by the Agent and terms are agreed for the sale of the property in accordance with the Seller's instructions but the Seller subsequently withdraws for whatever reason and unconditional contracts are not exchanged. A purchaser is

a ready, willing and able purchaser if they are prepared and are able to exchange unconditional contracts for the purchase of the property.

2.2 STANDARD SELLING FEE

The Agent's standard selling fee is 2.4% inc. VAT of the agreed selling price and the Agent's standard minimum fee is £3,000 inc. VAT. The fee noted overleaf as the Agency Fee supersedes the standard selling fee.

3. WITHDRAWAL INSTRUCTIONS

~~Once the sole selling rights minimum period has ended this agreement will continue until the agreement is terminated. Either party can terminate the agreement by providing the other party with 28 days' written notice to end not earlier than the end of the minimum period. At the date of receipt of such notice of withdrawal the Agent reserves the right to charge the Seller a fee of £300 inc. VAT towards reasonable marketing expenses incurred by the Agent.~~

4. DUAL LIABILITY WARNING

If the Seller has previously instructed another Estate Agent to act for the Seller, or if in the future the Seller instructs another Estate Agent, the Seller may become liable to pay the other Estate Agent a fee as well as any fee due to the Agent under the terms of this Agreement. The Seller should therefore consult the terms of business of any agreement the Seller has entered into with the other Estate Agent to avoid this situation arising.

5. EXCLUSIONS/INTERESTED PARTIES

If the Seller has previously instructed another Estate Agent for the sale of the Seller's property the Seller may still be liable to pay remuneration to them if a sale is made to a person introduced to the Seller by them. The Seller must list any previous estate agent(s) in the box below and where possible provide the Agent a copy of their agency agreement. In that event if there are any persons the Seller wishes to exclude from this agreement the Seller must let the Agent have a note of their name/s and address/es by entering them into the box below.

6. REFERRAL FEES

The Agent reserves the right to offer all existing and prospective clients additional services and the Agent will retain any commissions or discounts generated from any such services normally given to estate agents. Examples may include mortgages, insurances, conveyancing, professional services, property sales and property lettings etc, see referral fees stated below. The Agent also offers these services to prospective purchasers.

The Agent refers to

for

and receives a referral fee of

The Agent refers to

for

and receives a referral fee of

The Agent refers to

for

and receives a referral fee of

The Agent refers to

for

and receives a referral fee of

7. SOLD SUBJECT TO CONTRACT

Once an offer has been accepted the Seller's property will be marked as "Sold Subject to Contract" and no longer actively marketed unless the Seller expressly informs the Agent otherwise.

8. SALE BOARD

The Agent will, unless otherwise instructed, erect a sale board at the property as soon as possible. The Town & County Planning (Control of Advertisements) (Amendment No. 2) Regulations 1987 permit the display of only one sale board and the Seller hereby agrees to abide by this.

9. ADVERTISING

The Agent has associations with many media sources both online and offline, and as part of this agreement the Seller hereby gives their authority to advertise the property in any media

10. PAYMENT OF ACCOUNT

The Agency Fee becomes payable to the Agent on exchange of contracts. The time by which these sums shall be paid will be on completion of the sale or, if the sale does not complete within 14 days from the date of exchange, within 7 days from the date of a notice in writing requesting payment of the sums due, "the payment date". The Seller hereby authorises payment to be made by the Seller's solicitor once the fee becomes payable unless the Seller sends written instructions to the contrary.

Where the Agent provides any additional agreed services the Seller will be invoiced for these separately once the services have been provided and the invoice must be paid within 14 days of the invoice date, "the payment date", unless otherwise stated.

In the event that any fees or costs or charges agreed remain unpaid at "the payment date", the Agent reserves the right to charge an additional 8% of the outstanding debt which is to cover the cost of administration and recovery of the debt plus court costs and interest at the CPR rate allowed by the Court.

11. PROOF OF IDENTITY & ANTI MONEY LAUNDERING

The Seller agrees to co-operate with the Agent so that the Agent can meet its Money Laundering Regulation obligations. The Agent may either require sight of documentary proof of address, together with acceptable photographic ID, such as a passport or photo driving licence, or the Agent may use an electronic verification system. Copies/records may be taken and held on file. The Agent also requires proof of property ownership. The Agent is required by law to confirm the identity of the buyers of the property. The Seller agrees to ensure that in a situation where the Agent might not be aware of the buyers details the Seller will provide the Agent with the names and addresses of the buyers to allow sufficient time prior to exchange of contracts for the Agent to fulfil its obligation.

12. UNACCOMPANIED KEY ACCESS

Keys will only be given to any persons with the Seller's express authority (either verbal or written). No liability can be accepted for any loss or damage whatsoever and howsoever arising as a result of the release of keys although proof of identification will be required to be shown before release.

13. ENERGY PERFORMANCE CERTIFICATE (EPC)

A valid Energy Performance Certificate (EPC) is required for all properties offered for sale. The EPC must at least be commissioned before marketing commences and should be in place within 7 days. If it is not in place within 28 days the property must be withdrawn from the market until the EPC is available.

14. CONSUMER PROTECTION REGULATIONS (CPR'S)

The Seller agrees to complete the Agent's Property Information Questionnaire to the best of the Seller's knowledge and where the property is leasehold, commonhold or a managed freehold the Seller confirms the Seller will contact the freeholder, lease administrator, commonhold association to obtain the information required in the questionnaire. A copy of the property details will be forwarded to the Seller for approval. Under the Consumer Protection from Unfair Trading Regulations anything the Agent says or publishes about the Seller's property must be accurate. It is therefore very important that the Seller reads the details carefully and immediately inform the Agent if there is anything that is inaccurate. In addition, the Agent is obliged to pass on any material information that

would impact on a potential buyers' transactional decision and so the Seller must advise the Agent of anything the Seller feels is relevant to this. The brochure will be marked as a "Draft – Awaiting Approval" until the Agent receives the Seller's approval of the content.

15. UNOCCUPIED PROPERTIES

The Agent is not responsible for the maintenance and repair of the Seller's property if it is unoccupied unless the Agent has agreed otherwise in writing. It is the Seller's responsibility to ensure that mains services are turned off, water, heating system, professionally drained down and the insurers notified.

16. THIRD PARTIES

The parties to this agreement do not intend that any of its terms will be enforceable by virtue of the contracts (Rights and third parties) Act 1999 by any person not a party to it.

17. THE PROPERTY OMBUDSMAN SCHEME

The Agent is a member of The Property Ombudsman Scheme for estate agents (TPO) and follows the Code of Practice. By entering into this agreement, the Seller agrees that if the Ombudsman asks for information about any aspect of the Agent's dealings with the Seller, the Agent can provide the information; whether that be in relation to a complaint, or their monitoring process. A copy of the TPO Code of Practice and the Consumer Guide is available from www.tpos.co.uk

18. COMPLAINTS PROCEDURE

Initially any complaints should be made in writing to the Branch Manager. The Agent's full complaints procedure can be provided on request and is available on the Agent's website.

19. EQUALITY

The Agent will not discriminate against any person under the definitions of The Equality Act 2010.

20. ESTATE AGENTS ACT (1979)

To avoid conflicts of interest, the act requires that the Agent is transparent with its customers about the Seller and any person related or connected to the Seller, who work for, or have a business relationship with the Agent. If the Seller is aware of any connection or interest, the Seller must tell the Agent so the Agent can detail on page 1.

21. GENERAL DATA PROTECTION REGULATIONS

The Agent manages the Seller's personal data in line with the Agent's obligations under the General Data Protection Regulations. To see how the Agent handles the Seller's data go to the Agent's web page.

www.newtonfallowell.co.uk/privacy-policy

22. GOVERNING LAW

This agreement is governed by English law and is subject to the jurisdiction of the courts of England and Wales.

23. REGISTERED COMPANY DETAILS OF THE AGENT

Newton Fallowell (Burton) is the trading name of Simon Shilton Ltd. Company No Registered in England 5601083
Registered Office The Point, Granite Way, Mountsorrel, Loughborough, Leicestershire, LE12 7TZ



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The Agent:

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CANCELLATION FORM

To:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the following Property.

Property Address:.....

Name of consumer(s):.....

Address of consumer(s) if different to above:.....

Signature of consumers(s) (only if this form is notified on paper):.....

Date:.....