



www.humberstoneshomes.co.uk

Terms of Business (Residential Sales)

Regulation provided by:



Independent Redress:



HUMBERSTONES HOMES PARTNERSHIP TERMS OF BUSINESS

This Agreement is made between the legal owner of the property (the seller) and Humberstones Homes Partnership (trading as Humberstones Homes) acting as agent for the seller and hereinafter referred to as 'the Agent'. Our business practices fully comply with The Property Ombudsman (TPO) & regulated by the National Association of Estate Agents (NAEA Propertymark. Humberstones Homes abides by their respective Codes of Practice. This contract contains our Terms of Business that binds our contractual relationship. The Terms of Business set out in this legal contract will apply to your current instructions and to any future instructions that you give us unless amended in the future by either party.

Name(s) Of Seller(s)

Norman JONES

Address of Property to be sold:

396 WEST BOULEVARD QUINTON B32 2PH

Correspondence Address if applicable:

.....

Contact Telephone Numbers:

1st: 07748597170

2nd:

3rd:

E-Mail Address:

1st: davidnjones1941@gmail.com

2nd:

This agreement is for an Initial Period of:

12 WEEKS

The property will be marketed at an initial asking price of: £155,000

Sole Agency Fees

Commission of N/A % of the selling price for which contracts are exchanged (including any part of the price attributable to curtains, carpets and any other fixtures and chattels where their sale is agreed by the Agent) **PLUS VAT** (Value added tax will be levied on all charges within this agreement at the prevailing rate applicable on exchange of contracts – as VAT rates may change).

Based on the asking price referred to above our fees INC VAT will be:

£ N/A PLUS VAT = £ N/A INC VAT

(Please note should the final sale price be higher or lower than the asking price our commission will be correspondingly higher or lower)

AND/OR subject to a minimum/fixed fee of:

£ 1650 PLUS VAT = £ 1,980 INC VAT

will be charged by the Agents if earned under the terms of the Agreement.

Multiple Agency Fees

Commission of N/A % of the selling price for which contracts are exchanged (terms **plus VAT** as per sole agency fees as above).

Based on the asking price referred to above our fees will be:

£ N/A PLUS VAT = £ INC VAT

The Agent's Charges

The commission the Client pays the Agent is based on the total value of the transaction including the price of fixtures and fittings. This will also include the value of any other goods or property, or other consideration put forward by the buyer to satisfy all or part

of such value. The amount charged will be either the percentage rate or the specified amount shown, subject to any minimum fee detailed above.

Sole Agency

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

1. With the 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,
2. With a purchaser introduced by another agent during that period.
3. If a purchaser first introduced by the Agent goes on to buy the property (whether or not through another agent), in circumstances where that purchaser was reintroduced less than six months after the date this agreement ended.

Multiple Agency

You will be liable to pay remuneration to the Agent, in addition to any other costs or charges agreed if at any time unconditional contracts for sale of the Property are exchanged:

1. With the 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,
2. With the purchaser introduced by the Agent during the period of multiple agency or,
3. If a purchaser first introduced by the Agent goes on to buy the property (whether or not through another agent), in circumstances where that purchaser was reintroduced less than six months after the date this agreement ended.

Settlement of Fees

Fees Payable for Sole/Joint/Multiple Agency

1. 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.
2. Responsibility of Fees. The responsibility for the payment of these fees remains with the Client’s solicitors/li- censed 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.
3. If the account remains unpaid 10 working days after the payment date the Agent reserves the right to charge daily interest on the outstanding balance at an annual rate of interest of 4% above the Bank Of England base rate from the due payment date until payment is received in full.

Double Commission Warning: If the Client has instructed another agent on a Sole Agency/Joint Sole Agency or Sole selling rights basis the Client must check, whether by instructing this Agent as well, the Client will be liable to pay both Estate Agents’ fees.

Private Introduction

If you have a private interested party in your property, you must advise us prior to marketing to avoid a liability to pay our commission.

Withdrawal Charge

If this agreement is brought to an end and we are not entitled to charge for our sales commission, you agree to pay a withdrawal charge to cover our reasonable expenses of:

£..N/A..... INC VAT

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, then the property must be withdrawn from the market until it is available.

- A valid EPC is already in place
- The client has commissioned an EPC privately and evidence has been provided to the agent
- The agent will instruct an assessor and the client will pay the EPC fee of:

£..N/A..... Including VAT

Termination of Agency

Either party can terminate or amend the agency by giving fourteen days’ notice to the other in writing. The fourteen days’ notice may be given at any time to terminate the agency at the end of or after the last day of the initial period specified within this agreement. The Client agrees that all outstanding fees will be paid within the fourteen-day period.

Marketing Issues

The Client consents that details of the Client's property may also appear on such property websites as seen fit by the Agent.

- Yes
- No

For Sale Boards

The Agent asks 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) Regulations 1992 as amended. The Client consents that the Agent may erect a For Sale board at the Property.

- Yes
- No

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.

Offers

The Agent will, promptly forward 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 Agents, in writing, not to pass on. A written or computerised record of all offers received will be kept including the date and time such offers the Agent received 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 which are not made via the Agent.

Access to Premises

If the Agent holds the keys to the Property, the Agent must 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 must agree the arrangements with the occupier beforehand. 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.

Keys Provided:

- Yes
- No

Unoccupied Property

The agent accepts no liability or responsibility for the maintenance or repair, or for any damage to unoccupied property, its fixtures and fittings and any contents. The client is advised to take appropriate measures to prevent damage by frost or freezing conditions.

Property-Related Services

Humberstones Homes recommends certain products and services to buyers including mortgage advice, insurance, surveying and conveyancing. We may receive commission for such recommendations and referrals.

Personal Interest

By law, the Agent must declare whether there is a personal interest in the sale of the Property. To enable the Agent to fulfil this obligation the Client is asked to indicate any personal associate with the Agent. If the Client is, or thinks he may be, a close relative or a friend or have any business interests with anyone involved with the Agent, the Client should let the Agent know immediately. Does any such interest exist?

- Yes
- No If the answer is yes, please state below the details

Discrimination

The Agent will not discriminate against any person under the definitions of The Sex Discrimination Act 1975, The Race Relations Act 1976 or the Equality Act 2006 or 2010. The Agent will not discriminate, or threaten to discriminate against any prospective buyer of the Client's property because that person is, will not be, or is unlikely to be accepting services that the Agent will (directly or indirectly) provide.

Data Protection - GDPR

The Agent is registered with the Information Commissioners Office as a DATA CONTROLLER under GENERAL DATA PROTECTION REGULATIONS. We confirm when processing data on your behalf that we will comply with the relevant provisions of the General Data Protection Regulations & our privacy policy can be found on our website which fully explains how or when your data may be used. The link for this is www.humberstoneshomes.co.uk/privacy .

Consumer Protection from Unfair Trading Regulations/Consumer Rights Act 2015

The Agent is obliged to comply with the Consumer Protection from Unfair Trading Regulations/Consumer Rights Act 2015 which require the Agent to disclose any information of which the Agent is aware in relation to the Property (which includes any information relating to any defects 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 CPR's. A copy of the property details will be forwarded for you and it is very important that you read them carefully and immediately inform us if there is anything that is inaccurate.

Property Redress & Complaints

The agent has an internal Complaints Handling Procedure (CHP) and is also a member of The Property Ombudsman if resolution cannot be agreed.

The Property Ombudsman

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

Rules of Conduct

Ian King & Adam Wyn-Griffiths (Partners in Humberstones Homes) are members of NAEA Propertymark and have agreed to abide by its Rules of Conduct and Code of Practice.

Anti Money Laundering Regulations 2018

Under the Anti Money Laundering Regulations 2018 and The Proceeds of Crime Act 2002 the Agent is legally obliged to verify the identity of the Client(s) through sight of legally recognised photographic identification (e.g. passport, photographic drivers licence) and documentary proof of address. Copies may be taken and held on file.

Notice of the Right to Cancel

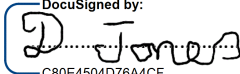
In accordance with the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2008 you have a right to cancel your contract with Humberstones Homes ('the Agent') if the contract or offer of one was made during a visit to your home or your place of work or another's home. You may exercise the right to cancel within 14 calendar days of the date you have signed this contract, known as the "Cooling Off Period". You must do so IN WRITING to the Agent and deliver it personally or send it by post or electronic mail. Notice of cancellation sent by post is deemed to have been served at the time of posting to the Agent, or in the case of an electronic communication it is deemed to have been served on the day it is sent to the Agent.

IMPORTANT NOTE: If you prefer to wait for the cooling off period to finish then we will not be able to commence marketing nor undertake any work in that time. However, if you wish us to start preparing sales brochures, adverts and any related marketing immediately you may be required to pay a reasonable amount for the services provided to you or begun by the Agent on your behalf before the cancellation. The fee required will be detailed in the withdrawal charge and will cover all reasonable expenses incurred. This fee may be liable if you require us to start marketing immediately & not wait for the 14 day cooling off period.

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

1. You should not sign this agreement unless you have read, understood and agree to these terms and conditions.
2. When you sign this agreement you are doing so on behalf of all the owners of the property.
3. You hereby confirm your instructions and authorise us to act on your behalf in the sale of the aforementioned property.
4. You acknowledge receipt of a copy of this agreement.

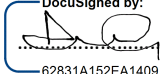
1st Client Signature

DocuSigned by:

 Name: DAVID JONES Date: September 15, 2020 | 12:31 PM BST
C80E4504D76A4CF...

2nd Client Signature

Name: Date:

Agent's Signature

DocuSigned by:

 Name: Adam Wyn-Griffiths Date: September 15, 2020 | 4:07 PM BST
62831A152EA1409...

humberstones homes

www.humberstoneshomes.co.uk

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Humberstones Homes Partnership & Humberstone Homes Limited trading as Humberstones Homes

