

Mrs Lesley Nicholls & Mr Simon Nicholls

568 Chatsworth Road

Chesterfield

S40 3JS

12th March 2026

Dear Lesley & Simon

RE: 568 Chatsworth Road

Thank you for instructing Haus Homes Estate Agents to market your property. We are looking forward to working with you.

Please sign the attached terms of business.

If you have any questions, please do not hesitate to ask.

Yours sincerely,

Ross Bateman

Director T. 07896 947502 E. ross@haushomes.co.uk

Haus Homes Estate Agents Terms & Conditions

This agreement sets out our Terms and Conditions under which you appoint Haus Homes Estate Agents to act on your behalf in the sale of your property.

Please read the agreement carefully and in full before signing.

1. Vendor:

This is the person(s) who are legally allowed to sell the property.

E.g. Owner, Executor, Trustee or person holding Power of Attorney or company acting on the sale of the property, and you are able to provide valid documentation that you are authorised to act on the owner's behalf.

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Property Address to be sold:

568 Chatsworth Road

Chesterfield

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3. Property Tenure:

You have confirmed to us that your property is: **Freehold**

For Leasehold properties, we will require the following information from you before making your property 'live' on the market.

- Annual service charge
- Annual ground rent
- Any other costs or covenants relating to the property
- We will need to have a copy of the Lease Agreement on file so we can make this available to potential buyers before agreeing to a sale on your property

4. Initial Marketing Price:

Asking Price / OIRO / Guide Price: £875,000

Marketing Fee:

£275 upfront fee

Bank Transfer Details:

Customer: Haus Chesterfield Ltd
Sort Code: 40-51-62
Account Number: 27190808
Ref: Your address

5. Agency Fee:

On Completion: 0.50% plus VAT (0.60% VAT inc)

VAT will be charged at the rate applicable on the date you are invoiced.

If VAT changes during the term of our agreement, then your fee will be adjusted accordingly.

6. Interested Parties:

Before signing this agreement, please make us aware in writing of the names and contact details of anyone you are aware of who is interested in purchasing your property. Those identified will be excluded from this agreement.

7. Data Protection Act:

Haus Homes Estate Agents also reserves the right to pass on your contact details to a surveyor if a buyer requires a survey on your property.

Any personal data we receive through our anti-money laundering checks will be processed only to prevent money laundering and terrorist financing, or as otherwise permitted by law. You consent to us retaining such data for longer than the five-year statutory period unless you tell us otherwise

9. Anti-Money Laundering Check (AML):

Before we market a property, the law requires that Haus Homes Estate Agents check and get satisfactory evidence of the identity of all our vendor(s) and sometimes people associated with them.

By instructing us to put your property on the market, you agree to Haus Homes Estate Agents undertaking an AML check to comply with the Money Laundering Regulations 2017. A record of the AML check is retained for five years on database in compliance with the AML regulations. This is a soft credit check which will have no impact on your credit score or any future credit application you might make.

10. Energy Performance Certificates (EPC's):

It is a legal requirement to include an Energy Performance Certificate when marketing your property. If you have not instructed Haus Estate Agents to provide an EPC, please let us know

11. Offers Disclosure:

Haus Estate Agents reserves the right to disclose offers received on your property to third parties unless you withdraw your consent in writing to Haus Estate Agents. Third parties include potential buyers, mortgage brokers, solicitors, surveyors and other estate agents connected with your sale chain.

12. Sold Subject to Contract:

Once an offer has been accepted, your property will be marked as "Sold Subject to Contract" and no longer actively marketed unless you expressly inform us otherwise.

13. The Consumer Protection from Unfair Trading Regulations 2008 (known as the CPRs):

Under the above act, it is the Estate Agent's responsibility to ensure that the sales particulars and any other information relating to the marketing of the property are accurate. As the vendor, you agree to verify the sales particulars, act in good faith to give accurate information about the property and provide guarantees where necessary.

14. Sole Selling Rights Agency:

By granting Haus Estate Agent Sole Selling Rights, you agree to pay our fee — plus any other agreed costs — if contracts are exchanged at any time while we hold Sole Selling Rights, regardless of who introduces the buyer. This includes buyers found by another agent, by yourself, or through part exchange.

You will also be liable for our fee if contracts are exchanged within 6 months after our Sole Selling Rights end, provided the buyer was introduced to the property or negotiations took place **during the period we held Sole Selling Rights.**

15. Dual Fee Liability:

If you (the seller) have previously instructed another Estate Agent to act for you or if in the future you instruct another Estate Agent, you may become liable to pay the other Estate Agent a fee as well as any fee due under the terms of this Agreement. You should therefore consult the terms of business of any agreement you have entered into with the other Estate Agent.

16. Withdrawal of Instructions

We require 14 days notice after the expiry of the minimum term of the sole selling rights agreement, in writing, for withdrawal of the property from the market and to cancel our sole selling rights agreement and we reserve the right to withdraw the property from the market upon giving 14 days notice in writing to you. At the date of receipt of such notice of withdrawal, we reserve the right to charge any outstanding marketing expenses incurred by Haus.

17. Payment:

All Haus's fees, in addition to any other costs or charges agreed, become payable on completion of contracts. The time by which these sums shall be paid will be completion of the sale or, if the sale does not complete within 21 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".

In the event that any fees or costs or charges agreed remain unpaid at "the payment date", Haus may charge an additional 20% of the outstanding debt, which is to cover the cost of administration and recovery of debt.

18. Cash:

Please note that Haus Estate Agents is only able to accept cash up to a limit of five hundred pounds in any twenty-eight-day period from one individual.

19. Complaints Procedure:

Haus is a member of The Property Ombudsman Scheme (www.tpos.co.uk), which is an independent redress system which can be used if the agent's internal complaints procedure cannot satisfy the customer. Initially, any complaints should be made in writing to a Haus director

20. Personal Interest:

Haus Estate Agents is obliged to disclose if the Directors or its employees have a personal interest in any property we are dealing with under the Estate Agents Act 1979.

21. Maintenance and Repair of Unoccupied Properties:

Unless otherwise agreed in writing, Haus Estate Agents is not responsible for the maintenance or repair of your property. We advise that any unoccupied properties be drained down professionally, mains services are turned off, and insurers be notified.

22. Notice of the Right to Cancel:

You have the right to cancel this agreement within a fourteen-day cancellation period under the 'Cancellation of Contracts Made in a Customer's Home or Place of Work etc, Regulations 2008' from the date of signing.

We require the cancellation of this agreement in writing. The cancellation will take effect from the date sent or posted to:

The Manager, Haus Estate Agents, 31 West Bars, Chesterfield, S40 1AG or email chesterfield@haushomes.co.uk

I/We[*] hereby give notice that I/We[*] cancel the contract of sale of the following goods[*]/for the supply of the following service[*], Ordered on[*]/received on[*], Name of consumer(s), Address of consumer(s), Signature of consumer(s). Date[*].

23. Performance of the Agreement Before the Notice of the Right to Cancel:

We assume that you would like your property to be marketed as soon as possible, before the end of the fourteen-day cancellation period. You will not lose your right to cancel within the fourteen-day cancellation period. Still, you will be required to pay for goods or services supplied before cancellation. If you prefer to commence the marketing of your property after the fourteen-day cancellation period, then please let us know straight away, so we can honor your wishes.

24. Jurisdiction:

English law governs these Terms and Conditions and the parties agree to submit to the exclusive jurisdiction of the English courts.

25. Confirmation of Instructions:

By signing this agreement, you are confirming that:

- i) You have read and understood and agree to Haus Estate Agents Terms and Conditions
- ii) You are entering into a legally binding agreement and will be responsible for any fees due
- iii) You are the person(s) who are legally allowed to sell the property

Signature: 

Full Name: SIMON CHARLES NICHOLS

Signature: 

Full Name: LESLEY ANN NICHOLS

On behalf of Haus Estate Agents:

Signature: **Ross Bateman**

Full Name: Ross Bateman

Date: 12th March 2026