

HARWOOD

THE ESTATE AGENT

44-46 market street, wellington, telford. shropshire. TF1 1DT

SOLE AGENCY AGREEMENT

32 Sandhole Crescent, Telford, Shropshire, TF3 5JD

Business Proprietor : Mr Dean Millington

Terms of Business

1. During the period of the Sole Agency with Harwood The Estate Agents you will be liable to pay remuneration to Harwood, in addition to any costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by:-

- A) Harwood The Estate Agents either directly or indirectly.**
- B) Another Estate Agent.**
- C) Via a developer or any exchange scheme.**
- D) Yourselves or any member of the public.**
- E) Harwood Lettings (as a tenant who then buys the property)**

2. This agreement gives Harwood the right of **Sole** Agency in relation to the sale of the property for an initial period of 3 months (unless agreed otherwise under special terms with our valuer). This also means that no lettings agent, Harwood or otherwise, can be instructed until this period has ended and then only with written permission. However, if the agreement continues beyond this initial period the agreement will then enter into a rolling contract which will remain valid until either party provides 14 days written notice at which point the terms of business will be terminated (with the exception of section 5) **and any agreed withdrawal charge will become payable.**

3. The commission will be due on exchange of contracts with a purchaser but payable from the proceeds of the sale on completion **by electronic same day transfer (CHAPS) by the solicitor on the day of completion.**

4. Our commission charge is inclusive of all fees and expenses, except where:-

A) You specifically authorise Harwood to carry out additional marketing expenditure i.e national or glossy advertising, floor plans, specialist photography or any additional advertising or services. Any additional material requested by the vendor, e.g. additional photographs, will be chargeable at the time of the expense or at sales completion.

B) The cost of any electronic transfer of our commission charge is payable by you the client.

5. Should these instructions be terminated and the property subsequently sold within a period of 12 months to a purchaser previously introduced by Harwood either directly or indirectly, including tenants, during the time of our appointment the commission, at the agreed rate, will be due for payment in full.

6. Please be aware that should Harwood introduce a purchaser who is ready and able to exchange contracts and you decide that you no longer wish to sell your property, an aborted sale fee of 50% of the agreed commission will become due. A proportion of this will be refundable should you complete on a sale through us at a later date.

7. All unpaid accounts will be passed to our debt collector: Where all outstanding accounts, without exception, will be subject to a surcharge of 15% plus vat. These accounts will also be subject to any other legal costs incurred in obtaining settlement.

8. All Marketing material, photographs and floor plans remain the property of Harwood The Estate Agent and may not be reproduced without permission obtained in writing.

9. Your Right to cancel. You have the right to cancel this contract within 14 days. The cancellation period will expire after 14 days from the contract initial signed date. To exercise the right to cancel, you must inform Harwood in writing of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). Our contact details are set out below.

harwood@harwoodestates.com OR Harwood The Estate Agent, 44-46 Market Street, Wellington, TF1 1DT

Energy Performance Certificates are available through our recommended EPC provider. You are under no obligation to use this service and can obtain your EPC from another party.

MARKETING CAN ONLY COMMENCE WHEN THE CONTRACT IS SIGNED, IDENTITY HAS BEEN CLARIFIED, THE AML ANTI MONEY LAUNDERING CHECK HAS BEEN COMPLETED AND A VALID EPC HAS BEEN CONFIRMED.

WE MUST REMIND YOU THAT BOTH THE VENDOR AND THE AGENT ARE BOTH LEGALLY RESPONSIBLE WITH POSSIBLE FINES IF FOUND TO BE IN BREACH OF NOT CONFORMING TO THE LAW IN REFERENCE TO A VALID EPC.

There may be some exemptions and if you have any questions or concerns please speak to a member of staff who will be more than happy to help.

Address of property to be marketed:

32 Sandhole Crescent, Telford, Shropshire, TF3 5JD

Tenure: Freehold

Vendor : Millie Williams & Caitlin Reed

Viewing arrangements: Via Owner

Market price Agreed: Offers in Excess of £230,000

Commission Charges

The commission charged will be 1% of the final sales figure. As an example fee this would be: 1.00% Plus Vat. Fee including VAT £2,760.00 based on a sale at £230,000

Additional charges : None

The commission will be due on the day of completion of sale and will be paid by your solicitor, with your authority, from the proceeds of the sale. In the unlikely event of you wishing to withdraw your property at any point, we require 14 days written notice.

I /we hereby confirm that I /we have read and fully understood all of the terms stated and agree to be bound by them.

Signed by the Vendor or on Behalf of:

[vendor_esignature_block]

Harwood The Estate Agents are members of :

The Property Ombudsman www.tpos.co.uk The naea (National Association of Estate Agents) www.naea.co.uk. The propertymark.co.uk
Client money protection scheme and The Gov. DPS (Deposit Protection Scheme)