

CONFIRMATION OF INSTRUCTIONS

Property For Sale: 3 Ashfield Road, Gosforth, Newcastle Upon Tyne, NE3 4XL

Client 1	Client 2
Name: Mr Thomas Goodall	Name:
Address (if different to above):	Address (if different to above): , , ,
Tel No:	Tel No:
Mobile No: 07541819728	Mobile No:
Email: thomasgoodall2002@yahoo.co.uk	Email:

Type of Agency (Sole Selling Rights / Joint Sole Agency / Multiple Agency)	Sole Selling Rights
Minimum Agency Period	16 weeks

Initial Property Asking Price (This is not a valuation as no survey was conducted)	Offers Over £185,000
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Agreed Estate Agency Fee (percentage of the final selling price)	£2,000.00	Plus VAT
This is the fee that will be payable, excluding additional service fees, if the property sells at the asking price	£2,400.00	Inc VAT
Agreed Fixed Fee	£-	Plus VAT
Minimum Fee	£-	Plus VAT
Initial Instruction Fee	£0	Plus VAT
Termination Fee	£0	Plus VAT

Has the property been marketed by any other agent previously?	YES	NO
Name of the previous agent?		
Do you currently have anyone interested in buying the property?	YES	NO
Names?		

Is a referral to our financial service partners required to obtain mortgage advice?	YES	NO
Further details about our partners and referral fees we may obtain can be found on our website		

Do the clients have any family or business links with this agency	YES	NO
Details		

EPC Situation	In Place		Client is obtaining		Agent is obtaining	
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Client declaration & Signatures						
(i) I/We confirm I/we have read, understood & agree to these Estate Agency Terms and Conditions of Business.						
(ii) I/We agree that I/we will be personally liable to pay your fees under this agreement.						
(iii) I/We confirm that I am/we are the legal owner(s) of the property and/or that I am/we are authorised to sell the property.						
(iv) Where not signed by all the owners or trustees, etc of the property, I/we confirm that I/we are authorised to sign on their behalf.						
(v) I/We confirm that we have been provided with a copy of this agreement						

1 st Client's Signature: [vendor_esignature_block]	Date:	2 nd Client's Signature: [vendor_esignature_block]	Date:
Agent's Signature: [negotiator_esignature_block]	Date:	FOR & ON BEHALF OF SANDERSON YOUNG	

Additional Services					
Publication	Style	Dates	No of Inserts	Fee	
				£0.00	Inc VAT
				£0.00	Inc VAT
				£0.00	Inc VAT
Advertising Sub Total				£0.00	Inc VAT
Professional Brochures				£0.00	Inc VAT
Professional Photography				£0.00	Inc VAT
Energy Performance Certificate and Professional Floorplans				£90.00	Inc VAT
Anti-money Laundering legal requirement to confirm Identity				£40.00	Inc. VAT
Total (Payable prior to initial marketing)				£130.00	Inc VAT

Estate Agency Terms and Conditions of Business

- This is an estate agency agreement between the vendor/s named in the Confirmation of Instructions (You) and D.G. Young Limited trading as Sanderson Young, Registered Office: Fernwood House, Fernwood Road, Jesmond, Newcastle upon Tyne, NE2 1TJ Registered Number 11529395 (Us, We) relating to the marketing for sale of the property named in the Confirmation of Instructions at the agreed asking price.
- Where we act with **Sole Selling Rights** you will be liable to pay remuneration to us, in addition to any other costs 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, or
 - If (unconditional contracts for the sale of the property are exchanged) after the expiry of the period during which we had sole selling rights but to a purchaser who was introduced by you during that period or with whom we have had negotiations about the property during that period.
- Where we act with **Joint Sole Agency** you will be liable to pay remuneration to us in addition to any other costs or charges agreed if at any time unconditional contracts for sale of the property are exchanged, with a purchaser introduced by us or any other jointly appointed agent during the period of agency or with whom we or any jointly appointed agent had negotiations about the Property during that period or, with a purchaser introduced by another agent during that period.
- Where we act with **Multiple Agency**, you will be liable to pay remuneration to us in addition to any other costs or charges agreed if at any time unconditional contracts for sale of the property are exchanged with a purchaser introduced by us or a purchaser we had negotiations with during the period of agency. This will apply regardless of whether any other agent was appointed at the time of introduction or negotiation.
- You will still have a liability to pay our fees, where a buyer that we introduced goes on to exchange contracts on the property through another estate agent within 6 months of the date of termination. If no other estate agent is involved this time limit extends to 2 years.
- An introduction is deemed to have occurred if we initiate a person's reaction to the property. This would generally be where we arrange a viewing but an introduction is not limited to just arranging a viewing.
- Our fee is outlined within the Confirmation of Instructions. Percentage fees are based on the actual sale price, which includes any extra prices for fixtures, fittings, goods, chattels, carpets, curtains and other such related items.
- Our commission becomes due upon exchange of contracts and is payable upon completion of the sale, or 30 days after exchange should completion be delayed or not take place. Where there is no contract it is due upon completion of the sale.
- You hereby authorise payment to be made by your solicitor once the commission becomes payable.
- Where an account for justified commission, is not settled within 14 days of the due date, interest on the outstanding balance may be charged, daily, at the rate of 8% above The Bank of England annual base rate until payment is affected.
- Dual fee liability may occur where you have previously instructed another agent to sell the property, or where you instruct another agent to sell the property on sole agency or sole selling rights basis, during or after the termination of this agreement.
- Our standard minimum period of agency is 16 weeks unless this is amended within the Confirmation of Instructions. Once the minimum period has ended this agreement will continue until either the property is sold or the agreement is terminated. Either party can terminate

the agreement at the end of the minimum period by providing the other party with 21 days written notice. The termination fee is noted within the Confirmation of Instructions.

13. A variety of marketing methods will be adopted, in your best interests and we may sub-instruct additional agents, where it is believed to be in your best interests. No additional costs will apply, unless discussed and agreed with you in writing.
14. Unless you instruct us otherwise, you hereby give us specific authority to erect a for sale board within the curtilage of the property. We accept liability for any claim arising 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 always remain our property.
15. An Energy Performance Certificate (EPC) is required for all properties offered for sale. The EPC must at least be commissioned before marketing 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.
16. Where any potential personal interest occurs, we must disclose details to any prospective buyer. Personal interest means you have a business association, family relationship or other connection with this agency, or any employee. Please assist us by indicating any personal interest in the Confirmation of Instructions, if you are aware of any.
17. You agree to complete our property questionnaire to the best of your knowledge and where the property is leasehold, commonhold or a managed freehold you confirm you 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 you for approval. Under the Consumer Protection from Unfair Trading Regulations anything we say or publish about your property must be accurate. It is therefore very important that you read the details carefully and immediately inform us if there is anything that is inaccurate. In addition, we are obliged to pass on any material information that would impact on a potential buyers' transactional decision and so you must advise us of anything you feel is relevant to this. The brochure will be marked as a "Draft – Awaiting Approval" until we receive your approval of the content.
18. We are obliged by law to confirm your identity and the identity of any other beneficial owners of the property. You agree to provide us with proof of ownership and any information or documents we request to meet this obligation. We can require sight of documentary proof of address, together with acceptable photographic ID, such as a passport or photo driving licence. We may use an electronic verification system. This system allows us to verify you from basic details using electronic data, however it is not a credit check of any kind so will have no effect on you or your credit history. We may use both of these methods to meet our obligation. Copies/records may be taken and held on file.
19. We must by law to confirm the identity of the buyer/s of the property. You agree that in a situation where we might not be aware of the buyers details you will provide us with the names and addresses of the buyer/s to allow sufficient time prior to exchange of contracts for us to fulfil our obligation.
20. Prospective purchasers may be provided with a range of services including, estate agency or letting services, mortgage facilities, life insurance, property insurance, removal services, and conveyancing services by us or third parties, for which fees or commission may be received. We will not discriminate against any prospective buyer because that person will not be or is unlikely to be accepting services that we may (directly or indirectly) provide.
21. We take no responsibility for maintenance, repairs or damage where the property is unoccupied, unless separately agreed.
22. We will not discriminate against any person and will comply with the Equality Act 2010.
23. A copy of our complaints procedure is available on request and we are a member of The Property Ombudsman Scheme for estate agents (TPOS) and follow the Code of Practice. By entering into this agreement, you agree that if the Ombudsman asks for information about any aspect of our dealings with you, we can provide the information; whether that be in relation to a complaint, or their monitoring process. A copy of the TPOS Code of Practice and the Consumer Guide is available from www.tpos.co.uk
24. The way we manage and handle your personal information is very important to us. You can see how we will handle your data fairly by going to the Privacy Policy on our website.
25. This agreement is governed by English law and is subject to the jurisdiction of the courts in England and Wales.
26. Notice of Right to Cancel - If you are a consumer client and this contract was not agreed 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. To exercise the right to cancel, you must inform us of your decision to cancel this contract by sending us a clear statement in writing to us at your local branch. You may use the attached cancellation form, but it is not obligatory. To meet the cancellation deadline, it is enough for you to send your cancellation communication before the cancellation period has expired.
27. Immediate Marketing - 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 indicate in the Confirmation of Instructions how you would like us to proceed.
28. 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 us an amount which is in proportion to what has been performed until you communicated your cancellation of the contract. This will include the expenses incurred, plus any other reasonable costs, except where we introduce or have negotiations with the ultimate buyer of the property before you exercise your 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.

CANCELLATION NOTICE

To The Branch Manager, Sanderson Young

I/We hereby give notice that I/we cancel the contract for the supply of estate agency services that was agreed on in relation to my/our property at: I/We understand that I/we may be liable for expenses / fees, as outlined in the agreement I/we signed. Client/s name & address:

Signed:

Dated:

Signed:

Dated: