

Do you require our Home Conveyancing service? Y N

I/We instruct CONNELLS CONVEYANCING to act on our behalf on our home conveyancing.

I understand that the legal fees are fixed and that I will not be charged legal fees if the transaction does not proceed to exchange of contracts.

The scale of fees is:

Property Price	For each freehold property	Property Price	For each freehold property	Property Price	For each freehold property
£0 - £80,000	£699 + VAT (total £838.80)	£225,001 - £250,000	£1049 + VAT (total £1,258.80)	£500,001 - £600,000	£1549 + VAT (total £1858.80)
£80,001 - £100,000	£749 + VAT (total £898.80)	£250,001 - £300,000	£1129 + VAT (total £1,354.80)	£600,001 - £700,000	£1599 + VAT (total £1,918.80)
£100,001 - £125,000	£799 + VAT (total £958.80)	£300,001 - £350,000	£1199 + VAT (total £1,438.80)	£700,001 - £800,000	£1699 + VAT (total £2038.80)
£125,001 - £150,000	£849 + VAT (total £1018.80)	£350,001 - £400,000	£1299 + VAT (total £1558.80)	£800,001 - £900,000	£1749 + VAT (total £2098.80)
£150,001 - £175,000	£899 + VAT (total £1078.80)	£400,001 - £425,000	£1349 + VAT (total £1618.80)	£900,001 - £1,000,000	£1799 + VAT (total £2158.80)
£175,001 - £200,000	£949 + VAT (total £1138.80)	£425,001 - £450,000	£1399 + VAT (total £1,678.80)	£1,000,001 >	£1849 + VAT (total £2218.80) + £50 + VAT (£60 in total) for every £100,000 of price
£200,001 - £225,000	£999 + VAT (total £1198.80)	£450,001 - £500,000	£1499 + VAT (total £1798.80)		

- If the property is leasehold, £399 + VAT (total £478.80) is also charged to cover the additional work involved.
 - On a purchase only, £100 + VAT (total £120) is charged for the preparation and submission of the Stamp Duty Land Transaction Return.
 - On a sale only, £75 + VAT (total £90) is charged for the preparation and submission of the Contract Package.
- VAT will be charged at the prevailing rate.

Property is a: House Flat / Apartment / Maisonette Ownership shared with Housing Association

Will there be a related purchase? Yes No Purchase address _____ Post code _____

Purchase Property is a: House Flat / Apartment / Maisonette Ownership shared with Housing Association

Notes:

Legal fees on your mortgage:

- On a sale, £249 + VAT (total £298.80) is charged per mortgage or legal charge, for the additional work involved in removing each registered charge.
- On a purchase, £249 + VAT (total £298.80) is charged per mortgage or legal charge, for the legal work carried out on behalf of the lender in securing the mortgage or other forms of secured funding on your property.

Incidental items:

- During your transaction, there may be incidental items, such as electronic money transfers £40 + VAT (total £48), ID validation £25 + VAT (total £30) per person or on a purchase, arranging chancel liability cover £36 + VAT (total £43.20). It is prudent to budget £100 for such incidentals.

Payments to third parties:

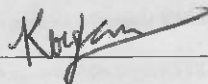
- These include items such as Land Registry fees, Online Portal fees, and on a purchase, stamp duty and locality searches. These will be calculated and confirmed in writing upon receipt of this instruction by your Property Lawyer. A payment on account of such third party expenses will be requested by your Property Lawyer.

Optional Legal Services:

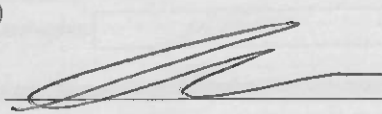
- For transparency, your property lawyer will send you a fixed price menu of optional legal services that may be charged should the need arise, as the transaction progresses.

On a purchase, searches will be carried out by your Property Lawyer under our "Search Pledge", details of which are set out on our factsheet, and available upon request. If you do not want the benefit of "Search Pledge", please tick

WHEN YOU INSTRUCT OUR CONVEYANCING SERVICE YOU ARE CONTRACTING ON BEHALF OF ALL OWNERS OF THE PROPERTY. BY SIGNING, I CONFIRM THAT I AM AUTHORISED TO SIGN THIS INSTRUCTION ON BEHALF OF SUCH PARTIES.

Signed  Name KERSTEN CHANDY MATHEW Date 8/10/25
(Client) (Please print)

Signed _____ Name _____ Date _____
(Client) (Please print)

Signed  Name FRED MASSEY Date 8/10/25
(For and on behalf of Connells) (Please print)

Staff No _____ Branch PLYMOUTH Branch tel _____

We comply with the Solicitors Regulation Authority's Code of Conduct for Solicitors, RELs and RFLs when introducing customers to our Home Conveyancing service and, if you decide to use it, you will receive impartial confidential advice from an independent law firm. We undertake activities on behalf of the law firm, including verification of identity, sales progression, search ordering, marketing, online instruction and overall management of the service which is provided to you on a 'no sale, no legal fee' basis. In return for our services, the law firm will pay us a fee on completion which is borne by them. The average fee is worth £615.74 (across the Connells Group, excluding Hamptons and John D Wood & Co), out of which we pay certain customer expenses. In addition, if you take out indemnity insurance as part of your conveyancing transaction, Connells Limited may receive and retain a payment from the indemnity insurance provider. The average payment received is £18.56.

Client's name(s) Kersten Chandy Matthew
 Property Flat 3, 112 Molesworth Road Postcode PL3 4AH
 Asking price £ 120,000 Type of agency Sole Multi Keys received Yes No

Is the property in sole ownership Multiple ownership
 If sole ownership obtain full name and identity for owner. If multiple obtain full names and identification for all owners.

Client's address (if different from above) _____ Postcode _____

Contact Details (name of primary contact) _____ Email _____
 Telephone (incl. STD) _____ Home _____ Work _____ Mobile 0753849676

Period of Sole Agency 26 weeks from the date of this agreement

Disclosure Requirements
 Under section 21 of the Estate Agents Act 1979 we are required to disclose any family relationship or business association between you and any of our employees within the Connells Group, or the wider Skipton Group of companies, of which Connells are members.
 Does any such relationship exist? Yes No Details of relationship (if yes): _____

Commission Charges
Sole Agency Commission Fee £160.00 plus VAT (in total £360.00) as a **Fixed Fee**, which will be charged whatever the agreed selling price OR % (in total % including VAT) as a **Percentage Fee**. Where a percentage fee is agreed, based on the initial asking price of £, the fee will be £ plus VAT (in total £). If the total selling price is more or less than the initial asking price, the fee will be higher or lower than in this example. Minimum fee (if applicable) £ plus VAT (in total £).

Multiple Agency Commission Fee £ plus VAT (in total £) as a **Fixed Fee**, which will be charged whatever the agreed selling price OR % (in total % including VAT) as a **Percentage Fee**. Where a percentage fee is agreed, based on the initial asking price of £, the fee will be £ plus VAT (in total £). If the total selling price is more or less than the initial asking price, the fee will be higher or lower than in this example. Minimum fee (if applicable) £ plus VAT (in total £). I agree to the following Enhanced Performance Fee option

Enhanced Performance Fee: Where a **Fixed Fee** has been agreed, if we are able to achieve a price for your property of £120,000 or higher, you agree that our **Fixed Fee** commission will be enhanced by £200 plus VAT, (in total £240). By way of example, this means that if you sell for £, the total fee payable would be £ plus VAT (in total £).
 OR: Where a **Percentage Fee** has been agreed, if we are able to achieve a price for your property above £, our Percentage Fee will be calculated at the higher rate of % (in total % including VAT) as an illustration, based on achieving a selling price of £, the higher fee payable would be £ plus VAT (in total £) - depending on the selling price achieved, the fee will be higher or lower than in this example.

Other fees and disbursements
 You have agreed to pay us a contribution of £ plus VAT (in total £) for additional specialist marketing for your property as follows:
Totals which include VAT are for illustration only & subject to any changes in the rate of VAT

Agency Agreement - Declarations

- I/We agree to be personally liable to pay your fee under this agreement.
- I/We by the signature below agree to accept the terms contained in this agreement and acknowledge receipt of a copy of the agreement.
- I confirm that to the best of my knowledge there are no hazards at my property that would present a health and safety hazard to Connells staff or others inspecting or viewing the property, or where such hazards exist I will confirm the details of such prior to the commencement of marketing.
- I/We confirm that I/we have ownership of the EPC and may transfer it to you for use, or I/we have truthfully represented that the property is currently EPC exempt.
- If this agreement is not signed by all the owners or trustees etc. of the property to be sold, then I/we confirm by the signature below that I am/we are authorised to sign this agreement on behalf of such persons.
 Please initial the following boxes to confirm which of the following instructions are also given to us:
- I/We instruct you to undertake additional marketing on the property (hereinafter referred to as "Premium Marketing Package Plus") at the price of £99 plus VAT at the prevailing rate (£118.80 in total) which is payable upfront and non refundable, except if I/we use Connells Home Conveyancing to complete the sale of the property, when I can apply for a refund of £118.80 after completion.
- I/We consent to you releasing my file to The Property Ombudsman for all purposes connected to the Ombudsman monitoring compliance and performance.
- In order for us to begin work for you immediately on the marketing of your property and (where applicable) before the end of the 14 day Cancellation Period, I/we acknowledge that in the event of the cancellation before the end of the Cancellation Period, I/we may not be entitled to a refund of any fees, and I/we understand that the total price for these fees/ services may be payable in full.

I/We agree to pay a charge of £99 plus VAT (£118.80 in total) in order that Anti-Money Laundering Regulations can be complied with. The charge relates to the agents obligations to undertake appropriate checks to verify customer identity, address verification and beneficial ownership. This charge will be added to our sales commission invoice. Should you withdraw or otherwise not proceed to exchange of contracts, this charge will not be payable by you.

This document forms a contract on our standard terms upon which we intend to rely so please read it carefully before signing. If you do not understand any part of this document you should discuss it with our representative and ask for further information before signing for your own protection.

Signed Kersten Name KERSTEN CHANDY MATTHEW Date 8/10/25
 (Client) (Please print)
 Signed _____ Name _____ Date _____
 (Client) (Please print)
 Signed Fred Massey Name FRED MASSEY Branch PLIMOUTH Date 08/10/25
 (For and on behalf of Connells) (Please print)

VERIFICATION OF IDENTITY

In accordance with Money Laundering Regulations and Group requirements (as detailed in the Group Anti-Money Laundering & Counter-Terrorist Financing Handbook) I have verified the identity/address of vendor(s) and completed the Verification of Identity Certificate.
 Tick when VDI Certificate completed and satisfactory proofs/evidence obtained

INSTRUCTION FORM

Under the Energy Performance of Buildings (Amendment) Regulations 2010, an Energy Performance Certificate ("EPC") must be commissioned before marketing of a property can commence.

Please initial the relevant box to confirm which of the following options will apply to this agreement:



1. **Paid Upfront EPC:**
£79 plus VAT, (in total £94.80) payable before marketing commences, by debit or credit card only.
Sections 2, 3 and 4 must be completed



3. **An EPC already exists or will be supplied:**
The EPC itself or evidence that the EPC has been ordered will be required before marketing can commence.
Section 2 must be completed



2. **The property is currently exempt from an EPC:**
Please indicate which exemption applies on the Sellers Enquiry Form.
Section 2 must be completed

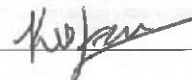
ENERGY PERFORMANCE CERTIFICATE DECLARATIONS

I/We make the following declarations ("Declarations") which I/we confirm are true and complete.

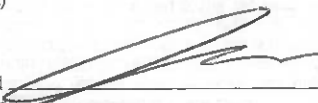
1. I/We instruct Connells (via their nominated provider) to produce an EPC on the terms and conditions overleaf ("The Terms").
2. Please initial this box to confirm that work is to begin immediately.

In order to enable you to commence marketing at the earliest opportunity, I/we hereby request that you begin work immediately on the EPC, in accordance with the Terms, before the end of the Cancellation Period. I/we acknowledge that the production of the EPC involves the delivery of services and content that is unique to my property, and that in the event of cancellation of this agreement before the end of the Cancellation Period (as set out overleaf), I/we will be required to pay for the EPC in accordance with the Terms.

The Terms and Declarations bring about a contract separate from any other contract brought about by the agency agreement. This is a standard contract upon which we intend to rely so please read it carefully before signing. If you do not understand any part of this document you should discuss it with our representative and ask for further information before signing for your own protection.

Signed  Name KERSTEN HANDY MATHEW Date 8/10/25
(Client) (Please print)

Signed _____ Name _____ Date _____
(Client) (Please print)

Signed  Name FRED MASSEY Date 08/10/25
(For and on behalf of Connells) (Please print)

SECTION 4

PAYMENT AUTHORISATION

FORM

I authorise Connells to charge my debit/credit card with the following payment in accordance with sections 1 - 3 above (please initial relevant boxes):

£79 plus VAT (in total £94.80) for the Energy Performance Certificate.

£99 plus VAT (In total £118.80) for Premium Marketing Package Plus.

CASH IS NOT AN ACCEPTABLE PAYMENT METHOD

Total £ plus VAT in total £

Signed Cardholder: dated: Cardholder Name:

You will be called by a member of the branch staff to take your card payment details.

Please provide the telephone number you would like us to call you on here

Payment can also be made in person at the branch if preferred.

AGENCY TERMS AND CONDITIONS

TERMS OF BUSINESS

The Client (you) instructs Connells* (us) to offer the property for sale on the following terms:

SOLE AGENCY

You will be liable to pay commission to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged:-

- with a purchaser introduced by us during the period of our Sole Agency or with whom we had negotiations about the property during that period; or
- with a purchaser introduced by another agent or by a website / portal other than our own during that period.
- If a Sole Agency is agreed it shall last for the period stated on the agreement overleaf. After the Initial Period, the sole agency agreement will continue until either you or we bring it to an end, in writing and giving 28 (twenty eight) days notice. Notice can be given within the initial period to end at the end of the Initial Period. Notice can be sent to the branch or to our central support centre by email to Cancellations@connells.co.uk.

You confirm that no introduction of a prospective purchaser for the property has been made already.

If another agent is instructed, or where a website/ portal other than our own is used during our Sole Agency, and if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us during the period of our Sole Agency, then you will be liable to pay a Multi Agency Commission Fee which will be charged at the higher rate than applicable to a sole/joint sole agency and this rate is 3% + VAT (3.6% in total) of the selling price, where no other written arrangement has been agreed.

In consideration of us marketing your property, we shall be entitled to our fee on sale for a purchaser we have introduced even if we are not the effective agent at sale. We reserve the right to claim for a fee in the form of damages if you act in breach of contract for example by instructing another agent.

MULTIPLE AGENCY

You will be liable to pay commission to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us during the period of our Multiple Agency or with whom we had discussions or negotiations about the property during that period.

You confirm that no introduction of a prospective purchaser for the property has been made already.

Notice is hereby given that if prior to this agreement the property was marketed by another agent on a sole or joint sole agency, or sole selling rights basis, or by a website / portal other than our own, you may have a liability to pay a dual fee.

In consideration of us marketing your property, we shall be entitled to our fee on sale for a purchaser we have introduced even if we are not the effective agent at sale.

OUR COMMISSION WILL BE:-

- The fixed fee plus VAT or,
- A percentage of the eventual selling price (subject to the minimum fee) as stated in the agreement overleaf plus VAT.

WHEN CHARGES ARE PAYABLE

Our fees become liable for payment on exchange of contracts and you agree that we may send our invoice direct to your legal representative. You hereby authorise your conveyancer to pay out of the proceeds of the sale our agreed commission plus VAT.

In accordance with The Property Ombudsman (TPO) Code of Practice, following termination of our agreement, if a purchaser introduced by us or with whom we have negotiated goes on to buy the property through another agency (and even if you have paid that other agent a selling fee), we will still be entitled to our fee if a Memorandum of Sale (or equivalent) is issued by the other agent within six months of the date of termination of our instruction (at the end of the twenty eight day notice) and where exchange of contract takes place. If no other agent is involved, this time limit extends to 2 years.

WHERE WE ARE THE SECOND INSTRUCTED AGENT

In line with The Property Ombudsman's Code of Practice (TPO), where we are the second agent to be instructed (ie if you have previously instructed another agent) you should provide us with a copy of the previous agency agreement to ensure that you (the seller) will not be in breach of contract by instructing us. If you are unable or unwilling to provide us with a copy, we are unable to advise whether you are in breach of your previous agreement with the previous agent and you must satisfy yourself about this. You should also provide us with details of those parties who have viewed through the previous agent (including the date the viewing was conducted) - your previous agent should provide you with this information.

CANCELLING THE AGREEMENT

See under 'Statutory Information relating to the agency / EPC agreements' later within this agreement for your cancellation rights.

OTHER AGENTS

DUAL FEE WARNING - Please remember if you have instructed another agent to sell your property on a Sole Agency/Sole Selling Rights basis, or if you have used a website / portal other than our own, you may be liable to pay their fee as well as ours. Please also remember that if a multiple agency arises you may be liable to pay a Multi Agency commission fee as agreed overleaf and another fee.

ADDITIONAL CHARGES

We may carry out additional advertising or marketing of the property as agreed and charges may be payable whether or not we sell the property. Any charges will be agreed with you in advance and confirmed separately in writing.

In accordance with normal commercial practice, any discounts received from suppliers are the property of Connells Residential.

PREMIUM MARKETING PACKAGE PLUS

Premium Marketing Package Plus consists of all the following additional marketing activities:

- Professional Photography
- Professional Floor Plan
- Property Trailer
- Premium listing on connells.co.uk, [Rightmove](http://Rightmove.com) and zoopla.co.uk until the end of marketing
- Social Media Reel.

If you use Connells Home Conveyancing to complete the sale of the above property you can apply for a refund of the price of the "Premium Marketing Package PLUS" in writing to Connells Home Conveyancing (CHC) Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN enclosing a copy letter from your CHC lawyer confirming that they have completed the sale of the property, and details of your new address, together with your bank details (account number and sort code). If you require a refund to the card you paid with initially, please confirm. Alternatively if you require a cheque please confirm; this will be sent to your new address.

Please allow 28 working days from receipt of the above paperwork to receive your refund. This refund offer ends on termination of the Agency Agreement.

Please Note that the Premium Marketing Package Plus additional marketing components may occasionally be subject to change so please ask your branch which components are currently available.

COPYRIGHT

The copyright and any other intellectual property rights in all particulars, brochures, floor plans, video tours, photographs and other promotional materials prepared by or at the direction of us shall belong to us or our licensors. Unless otherwise agreed by us in writing we will not provide you with copies of any such Materials and you are not permitted to use the Materials for any purposes. This includes Materials prepared as part of our Premium Marketing Package Plus.

Where you have provided photographs, you hereby grant us a royalty-free licence or right to use those photographs for this purpose. Where photographs, site plans or other drawings are provided to us by you for property particulars, brochures and other promotional material, you warrant that you own the copyright in those photographs, including those taken by third party photographers. You shall indemnify us against any third party claims made against us in connection with the use by us of any such promotional material.

GENERAL TERMS

We will fully observe the provisions of the Estate Agents Act 1979, and any other relevant legislation but your attention is drawn to the following points:-

- We cannot accept responsibility for the maintenance or repair of any property for sale.
- We will not discriminate against anyone under any section of the Sex Discrimination, Race Relations or Disability Discrimination Acts.
- The price to be quoted (which is not a valuation) shall be agreed with you and stated by us in any advertisements for the property. Any alteration required by you to that price shall be confirmed by you in writing.
- We have permission to put up a 'For Sale' board at the property. Legally, only one estate agent's board is permitted and you agree that you will not allow any other 'For Sale' board to be erected during the period of our Agency.
- We shall not to the extent permitted by law be responsible for any damages, loss or consequential loss arising (directly or indirectly) out of viewings, inspections or other attendances at your property (vendors are reminded that they should have suitable insurance cover in place, including building, contents and public liability).
- This Agreement shall be subject to the laws of England & Wales.
- Unoccupied Property - We shall have no liability for the security, maintenance or repair and outgoings of the Property save where we have wrongly failed to secure the Property after an accompanied viewing. It is your responsibility to ensure that mains services are turned off, water and heating systems professionally drained and your insurers notified.
- As part of our overall marketing strategy for properties like yours in the area, we may use the main image of your property in our future marketing campaigns in the event of an agreed sale (subject to contract). If you do not consent to this please contact the branch as soon as possible by email or telephone.

VAT

Value added tax (VAT) will be levied on all charges within this agreement at the prevailing rate, applicable at the relevant time. If the VAT amount is stated, this is for information only, as the VAT rate may change.

DATA PROTECTION

We take our responsibilities regarding your personal data very seriously. For further information please refer to our Privacy Notice, accessible from the home page of our website www.connells.co.uk/privacy and/or our

transparency notice called "how we use the information you give us". If you require a copy of this, please ask your local branch.

MONEY LAUNDERING AND TERRORIST FINANCING (AMENDMENT) REGULATIONS 2019

In order to comply with Money Laundering Regulations (Amendment) 2019, we will request personal data from you.

We will ask you for documents to confirm your identity and address and, in the case of a purchase, will request evidence of funding and the source of any funds being used. We will also use some of your personal data to carry out electronic identity verification using a third party provider. Where you are acting on behalf of a company we may also carry out electronic identity verification on beneficial owners or persons connected with the company. This is not a credit check and the ID verification 'footprint' left on your credit file will not affect your credit score. Our main Third Party Providers for identity verification are Credas and TransUnion. Your given information will be ran to verify your identity, perform Financial Sanctions and Politically Exposed Persons (PEPs) checks. The results of these checks will only be used to fulfil our Anti-Money Laundering requirements. **There will be a charge to you of £99 plus VAT (£118.80 in total) in order that Anti-Money Laundering Regulations can be complied with. The charge relates to the agents obligations to undertake appropriate checks to verify customer identity, address verification and beneficial ownership. This charge will be added to our sales commission invoice. Should you withdraw your instruction or otherwise not proceed to exchange of contracts, this charge will not be payable by you.**

In most situations we, as your instructed estate agent, will be aware of your buyer and will have carried out due diligence in line with our regulatory requirements. There may be certain situations where we may not be aware of the identity of the buyer, for example where a seller deals directly with a party that we have introduced and agrees a sale excluding the agent from these dealings, or where, in a joint agency agreement, the other instructed agent finds a buyer and we are not made aware. In these situations we are still obligated to undertake due diligence on such purchasers so by signing this agreement you will be required in these situations to provide us with information about the buyer (with the minimum being name and address). You will be required to provide the information as soon as is reasonably possible (such as once it is known to you by way of memorandum of sale or the direct exchanging of details), but, without fail, prior to the exchange of contracts. You will also be required, in such instances, to update us of any change in details pertaining to the purchaser.

The data collected for the purposes of compliance with MLR(A)2019 will be processed for the purposes of preventing money laundering and terrorist financing and will not be used for any other purpose without your express permission. (For those customers using our mortgage services, the financial data that you provide may also be used for the purpose of establishing affordability).

If you are using the services provided by one of our business partners (e.g. mortgage lender, insurance provider, conveyancer) we may pass your details to them for the purposes of preventing money laundering and terrorist financing.

Under current data protection legislation 'relevant authorities' such as the police, government departments and local authorities with regulatory powers are able to request access to personal data without the consent of the data subject for the purposes of the prevention or detection of crime.

COMPLAINTS INFORMATION & ADR ENTITY; THE PROPERTY OMBUDSMAN www.tpos.co.uk

Formal complaints about our service should be raised with Estate Agency Compliance Department at complainceresidential@connells.co.uk or 01525 215 410 who will provide an acknowledgment within 3 working days and an initial response within 15 working days - full details of our complaints procedure are available on request. In the event that our complaints procedure has been exhausted, you should note that the appropriate Alternative Dispute Resolution (ADR) entity is The Property Ombudsman (TPO) and you have 12 months from the date of our final viewpoint or 'deadlock' letter to refer your issues to that body. We are members of TPO and abide by TPO Code of Practice (a copy of the Consumer Guide and Code of Practice can be provided on request or from www.tpos.co.uk). You agree that we may disclose information relating to the sale of your property to the Ombudsman if you have registered a complaint and he asks for it. You also agree that we may disclose your contact details to TPO Limited if it asks for them, to assist in their monitoring of our compliance with the Code of Practice.

SERVICES TO OTHER PARTIES

We provide a range of services including estate agency; letting & management; auctions; asset management; LPA receivership; survey & valuation; land & planning including land information services; new homes; wills & estate planning; energy assessments; conveyancing; mortgages; credit brokerage; insurance; and other property related services which may include utility price comparisons or switching platform services. While acting in your best interests, we may offer various services to other parties from time-to-time in the ordinary course of business or to facilitate your own transaction. Where this is the case and we receive fees or reciprocal benefits from other parties (or from service providers) we will advise you of this - the total

remuneration received by us will be within the market norm for the service provided.

TERMS AND CONDITIONS FOR AN EPC

You have requested that Connells supplies an EPC. We will commission the EPC immediately, to enable marketing of your property to commence at the earliest opportunity. You acknowledge and agree that you cannot cancel the agreement for an EPC once the cooling off period of fourteen calendar days from the date of this agreement ("Cancellation Period") has expired, and that you will then be liable to pay for the EPC as set out below, even if you prevent us from completing the EPC.

Connells will use suppliers to produce the EPC. Authorisations and other provisions in the Terms shall apply equally as between you and the EPC supplier where applicable. The Terms should also be read in conjunction with the Declarations set out overleaf.

The price of the EPC ("the EPC Price") is £79 plus VAT (in total £94.80). Until you have paid for the EPC, you are reminded that it is owned by Connells and may not be transferred to another person or agency.

The EPC Price assumes a single residential dwelling which requires one EPC as defined by the EPCs Regulations. In the unlikely event that an additional EPC is required, an additional charge will apply, which we will agree with you before the additional EPC is commissioned.

You acknowledge that Connells (or its appointed EPC supplier) will rely on documents or information provided by you about the property. Connells disclaims any liability or responsibility for information provided by you for the purpose of the EPC and disclaims any liability or responsibility for the validity of any guarantee, warranty or other work receipt in each case provided by you or by a third party. You agree to indemnify and hold harmless Connells against any loss suffered by Connells arising directly or indirectly from information provided by you or from guarantees, warranties or other work receipts provided by you or by third parties.

In the unlikely event of a complaint about the content of your EPC, you should refer to the Energy Assessor who prepared the EPC, using the contact details as set out on the EPC. In the event of a complaint about the overall service, you should refer to Connells. Our Alternative Dispute Resolution entity is The Property Ombudsman (www.tpos.co.uk). As members of TPO we abide by their Code of Practice (a copy of the consumer guide can be provided on request or from www.tpos.co.uk). You agree that we may disclose information relating to the production of an EPC for your property to The Property Ombudsman, if you have registered a complaint and he/she asks for it. You also agree that we may disclose your contact details to the TPO if it asks for them, to assist in their monitoring of our compliance with the Code of Practice.

When payment for the EPC falls due, if payment of the EPC Price is outstanding for more than 14 (fourteen) days, we will charge interest at the prevailing statutory rate from the date the debt should have been paid to the date the debt is paid (or up to the date of any judgment if proceedings are issued). If payment is outstanding for more than 14 (fourteen) days, we will charge legal and administration fees of up to £50 plus VAT (in total £60) which will be applied to the EPC Price, and it is on this total amount that interest will be applied. Where it is necessary to do so in the exercise of our legal rights, we may pass your personal data to an agent, including a debt collection agent.

References to "you" and to "I/we" in the Terms and Declarations are references to you, the customer or customers. Where more than one customer, each customer

is jointly and individually responsible under the Terms and Declarations.

STATUTORY INFORMATION RELATING TO THE AGENCY / EPC AGREEMENTS (IF YOU ARE A CONSUMER)

Our goods and/or services will be provided by Connells Residential whose registered office is at Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire LU7 1GN, but please contact our representative with whom you usually deal at the branch in the case of an enquiry or complaint. Our registered office will be different from the branch or office with which you usually deal.

Our goods and/or services will be property services including marketing. The total price of these goods and/or services is that set-out in this written agreement or alternatively the method for calculating the total price will be set-out in this written agreement where the total price cannot be stated in advance. If any additional charges apply to the total price, these will be notified to you prior to them being incurred.

Our legal obligation is to provide these goods and/or services according to the terms of the written agreement. Your legal obligation is to observe the terms of this written agreement for the duration of the written agreement and beyond it (where certain of your obligations continue even after the written agreement is terminated or cancelled). (See the terms relating to your/our rights and obligations which continue even after termination or cancellation.)

Our Alternative Dispute Resolution (ADR) entity is The Property Ombudsman (TPO). Our services are governed by TPO details of which can be obtained from www.tpos.co.uk or on request from our representative with whom you usually deal. Any formal complaint about our residential sales service should be sent to Compliance Residential at complianceresidential@connells.co.uk or 01525 215410 who will provide an acknowledgement within 3 working days and an initial response within 15 working days. Full details of our complaints procedure is also available on request. If we are unable to resolve your complaint through our complaints procedure, you would have 12 months from the date of our final viewpoint or 'deadlock' letter to refer your issues to The Property Ombudsman.

If you are a consumer, this written agreement is governed by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations") which differentiate on-premises contracts; off-premises contracts; and distance communication contracts. In an effort to make the terms of this written agreement as sensible and clear as possible, we have decided to provide our customers, clients or applicants with the same level of information regardless of the type of contract. However, the Regulations oblige us to provide you with different minimum rights in the case of rights of cancellation depending on the type of contract. A consumer is an individual acting outside their business, trade, craft or profession.

RIGHTS TO CANCEL THIS AGREEMENT

The Regulations differentiate between these three kinds of contract for the purpose of cancellation. Without limiting their meaning, an off-premises contract means a contract which is concluded or negotiated in the physical presence of you and our representative other than at our business premises.

An on-premises contract is neither an off-premises contract nor a distance communication contract and is one which is concluded at our business premises. An example of a "distance communication" is a telephone call or an email (or other electronic means) but in order to constitute

a "distance communication contract", our communications should have been *exclusively* electronic communications (not involving any face-to-face meetings) and those communications should have been part of an organised distance sales scheme or service-provision scheme (not simply an individual arrangement to call you or email you about our agency agreement); otherwise the contract will not be treated as a distance communication contract. In the case of an on-premises contract, our standard rights of termination and cancellation apply namely you may terminate or cancel this written agreement after the Initial Period by giving 28 days' notice in writing allowing you to terminate or cancel the written agreement on a date no earlier than the end of the initial period. You should write to our branch or representative with whom you usually deal or alternatively email to our central cancellations team at cancellations@connells.co.uk. In the case of an off-premises contract (or distance communication contract), your statutory right to cancel is set-out below. You need take no further action if you wish to continue the agreement until your property is sold.

INSTRUCTIONS FOR CANCELLATION IN THE CASE OF OFF-PREMISES CONTRACTS (AND "DISTANCE" CONTRACTS)

You have the right to cancel this contract within 14 days ("Cancellation Period") without giving any reason. The Cancellation Period will expire after 14 days from the date of this contract or if more than one date is stated on the contract, the later (or latest) date will apply. To exercise this right to cancel you must inform us of your decision to cancel this contract in writing. You may use our cancellation form attached but it is not necessary to do so provided you inform us in writing by transmitting your decision by writing to a current, valid postal address; email address; or fax number. To be able to cancel within the Cancellation Period, it is necessary for you to write to us (as above) before the end of the Cancellation Period but it is sufficient for you to transmit your decision to us even on the last day of the Cancellation Period. If you decide to exercise this right to cancel, you should write to our branch, office or representative with whom you usually deal or alternatively to the postal address or email address stated in the cancellation form attached.

EFFECTS OF CANCELLATION

As a consumer, if you exercise your statutory right to cancel, we will reimburse any payments received from you including the cost of delivery (if any) without undue delay but no later than 14 days after the day on which we are informed about your decision to cancel this contract. We will reimburse you using the same means of payment as you used for the payment to us unless you and we have expressly agreed otherwise. No reimbursement will be due to you for any goods and/or services already provided to you by us if you have made an express request that we begin the supply of goods and/or services before the end of the Cancellation Period (or alternatively you will only be due a partial reimbursement in proportion to the goods and/or services already provided to you) relative to the period from the start of the contract to when you cancelled the contract. In the case of our marketing work, it is possible that we will have already brought about an introduction before the contract has been cancelled by you and that you will be required to pay us for the services in accordance with the Terms or if the services are not fully performed and you cancel during the Cancellation Period, you will be required to pay us in proportion to the services supplied. Termination or cancellation of the contract will still allow certain rights and obligations to survive even under the Regulations.

Connells Residential is registered in England and Wales under company number 1489613, Registered Office is Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN. VAT Registration Number is 500 2481 05. For activities relating to regulated mortgages and non-investment insurance contracts, Connells Residential is an appointed representative of Connells Limited which is authorised and regulated by the Financial Conduct Authority. Connells Limited's Financial Services Register number is 302221.



CANCELLATION FORM (IF YOU ARE A CONSUMER) if cancelling within the terms of "The Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013

TO: Connells Residential. Branch Name Branch Address

I am/We are writing to you by means of the following (please tick box):

- Writing to: Connells Cancellations, Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire LU7 1GN
 Email to: Cancellations@connells.co.uk

I/We hereby give notice that I/we cancel my/our contract whose details are as follows:

Property address

Name

Address
(if different from above)

Date contract signed Date this cancellation form was sent

Reason for cancellation (optional)

Please provide as much information above as possible.