

MWU Developer - Instruction to Market

24 Kent Road South, , Northampton, NN5 4WD

Dear Agent,

I am pleased to confirm that we have been authorised by our Client, Morris Homes to offer you the instruction to market the above property on a multi-Agency agreement for the sum of £349,000. This is on the basis that you are in acceptance of the following requirements and Terms of Appointment.

Commission: The Commission payable in this matter is 0.7% + VAT on a No Sale No Fee basis (see clause i within appendix B - Terms of Appointment). This means that if Move with Us do not sell the property, you will not receive any commission.

Administration Fee: The administration fee for this property £250 Plus VAT. Please deduct this amount from your invoice prior to submitting your invoice to us otherwise your invoice cannot be authorised.

Access details: If your take on appointment has not been pre agreed please contact Michael James Harrison & Chantelle Louise Harrison to arrange access to the property. They can be contacted on npcobbler@aol.com or 07814416872; Mr 07743443921 Mrs

Invoice: Please raise your invoice to finance@movewithus.co.uk, as detailed within appendix B – Terms of Appointment.

Service Level Agreements (SLA): The SLA's relating to this instruction are detailed in **Appendix A.**

Terms of Appointment:

Our Terms of Appointment relating to this instruction are detailed in **Appendix B.**

If you are happy with the terms set out in this instruction letter and the Terms of Appointment, please sign the enclosed copy of the instruction letter and return it to us via email. If you market the property online after receiving our verbal instruction but before returning the necessary paperwork we will deem this as acceptance of our terms and conditions. Should you choose not to accept this instruction we require you to inform us **within 24 hours of this email.**

If you have any queries relating to any of the terms set out within this instruction, please do not hesitate to contact us to discuss the matter.

If you have an offer, please call 0333 005 8706

All activity in relation to the marketing and sale of the property to be reported to the Sales Negotiator:
Amy Burton - 01480 595 643 - amy.burton@movewithus.co.uk

We wish you every success!

Yours sincerely,

We agree to the terms set out in this Instruction Letter and the Terms of Appointment and agree to carry out the Services on that basis.

Signature

Name of Signatory

Estate Agency Name

Date

Appendix A Service Level Agreement

You will be required to accompany prospective purchasers, on viewings, unless we notify you of the contrary.

Please see below the Move with Us Developer Service Level Agreements (SLA's). Any delay in adhering to these must be reported to us immediately. Failure to do so may result in loss of the Instruction.

Business area	Operational Procedure	Timeframe	Requirements
Developer	Property particulars	48 hours after the initial take on appointment –	<p>To be emailed to the appropriate MWU sales manager for our records. All photos must present the property in the best way possible.</p> <p>The property particulars must not include;</p> <ul style="list-style-type: none"> • Personal images or photos • Valuation photos unless confirmed with MWU • "Do not use tape" on any fixtures and fittings. (This can be removed whilst taking photos and replaced after)
Developer	Marketing commenced	48 hours after the initial take on appointment	To be live across the major property portals, which must include Rightmove and your own website
Developer	Vacant	24 hours	A vacant inspection report (VIR) to be returned to the appropriate MWU sales manager within 24 hours.
Developer	Vacant - key management		You should not make keys available to any third party without MWU permission, with the exception of mortgage surveyors and the other marketing agent.
Developer	7-day inspections – Security and condition and forward any post to MWU on vacant properties	Within 24 hours of property becoming vacant and every 7 days thereafter	<p>The attached weekly inspection report is to be left at the property and filled in on each visit. Please report any hazardous materials, property risks, damages or recommendations immediately to MWU. The inspections can be shared between both agents by agreement and MWU notified</p> <p>You are expected to forward all post excluding junk mail to MWU. Freepost envelope can be made available on request.</p>
Developer	Marketing updates	Weekly from instruction to market until advised otherwise. Some developers require twice weekly – MWU will specify when this is the case.	Comprehensive feedback for all viewings, marketing advice, as well as supporting comparable evidence including Rightmove statistics. Details of any future viewings booked

Developer	Marketing review	4 weeks	<p>If the property remains unsold, MWU will;</p> <ul style="list-style-type: none"> • review the marketing strategy • require a full marketing review every 4 weeks as a minimum. (MWU reserve the right to contact you at any point for a marketing review)
Developer	Offers	Reported same day	<p>All offers are to be reported to the MWU sales manager. Our clients require that the person wishing to buy the property, has viewed the property. If the person decides not to view, a reason must be sought and provided to MWU.</p> <p>Please ensure buyers are:</p> <ul style="list-style-type: none"> • Made aware that MWU will contact them, and you have their explicit consent to pass their details to MWU. • Provided with the contact details for MWU and are actively encouraged to make contact <p>MWU will:</p> <ul style="list-style-type: none"> • Confirm their details • Ensure they are clear on the terms of their offer. • Negotiate offers between parties • Confirm proof of funding • Complete AML checks.
Developer	Sale agreed	As soon as the offer information has been obtained	<p>MWU will issue the Sales memorandum to;</p> <ul style="list-style-type: none"> • The buyer • The selling agent • Acting Solicitors <p>MWU will progress the sale through to exchange and completion. We may still rely on you to assist with the Sales Progression during the transaction.</p>
Developer	Exchange of Contracts	As agreed within memorandum of sale	
Developer	Completion	As soon as authorised	<p>Please provide a final inspection report including photos of meter readings at completion (FIR). Failure to do so may result in MWU withholding part, or all, of your commission.</p> <p>Ensure keys are not released until you have received confirmation and authorisation from MWU or the seller's solicitors</p>

Developer	Third party - key release	As soon as authorised	When a third-party requests keys for this property you must call MWU to gain authority to release the keys and the third party must provide identification. Please provide MWU with the full name and contact details of the recipient at point of request, this excludes the other marketing agent.
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Appendix B: Terms of Appointment

- a. Your commission invoice should be raised on exchange to Move with Us and we will only become liable to pay your commission fee once we are in receipt of funds from our client, upon completion of the plot purchase.
- b. If the administration fee is applicable, please ensure this amount is removed from your invoice.
- c. Your commission invoice must only be addressed to Move with Us at; **Move with Us, Grant Hall, St Ives Business Park, Parsons Green, St Ives, Cambridgeshire, PE27 4AA** and must not be sent to our clients solicitor as this will only delay your payment. Please ensure that the invoice itself is fully and correctly addressed to Move with Us, that the VAT registration number is included on the invoice, and that your invoice is on letter headed paper. Please be aware that invoice payments can only be made via bacs, therefore please ensure that your bank details are clearly shown on your invoice. Please email your invoice to finance@movewithus.co.uk. We will only become liable to pay your commission fee once we are in receipt of funds from our client which can be up to eight weeks after plot completion. Any queries regarding payment must be sent to finance@movewithus.co.uk
- d. Your marketing instruction is on a NO sale, NO fee basis. That is to say if you do not sell the property you will not be entitled to a fee.
- e. In the event that you agree a sale on the above property but the vendor does not proceed with Move with Us please contact Move with Us in the first instance and we will advise who is liable to cover your sales fee.
- f. In the event the circumstances outlined in section e) apply, we will still be entitled to an introductory fee of 30% + VAT of any commission paid to you in respect of the sale of this property. In such circumstances Move with Us will inform the vendor that they will be liable for your fee.
- g. We reserve the right to dis instruct you from marketing the above property at any stage.
- h. Where an additional fee is offered by way of an incentive the agreed amount must be incorporated within your commission invoice. If we do not receive a correct invoice, incorporating any additional amounts within 30 days of the exchange date, we reserve the right not to pay the incentive element.
- i. The agent who submits the offer that is accepted and leads to exchange of contracts for this sale will be considered by Move with Us as being instrumental in introducing the buyer to the sale and therefore will be awarded the sale and associated commissions. The same term applies if the buyer views a property with one marketing agent but submits the offer through the alternative marketing agent. The marketing agent who conducted the viewing would not be deemed instrumental in introducing the buyer and would therefore have no claim to the associated commission.

- j. Move with Us will only pay one agency commission fee and our decision as to who is the selling agent will be final. This term is the essence of our agreement. In the event of a dispute, no fee will be paid until the dispute is settled.
- k. Failure to adhere to Move with Us Service Level Agreements (SLA's) may result in the loss of part or all the associated sale commission due to be paid to your company.
- l. If you are already marketing this property or have valued the property within 1 month of our introduction **YOU MUST** confirm this in writing to Move with Us within 48 hours of receipt of our introduction. Email will suffice. Failure to do so will result in Move with Us claiming commission at the agreed rate at a later date. No other form of contact with the vendor will be deemed as prior contact within the terms of this contract. Any contact you have had with this vendor more than 1 month prior to our introduction will not be accepted and Move with Us will continue to claim 30% + VAT of commission paid to you in respect of the sale of this property.
- m. In the event this instruction does not proceed via Move with Us services and you are subsequently instructed directly by the vendor within 6 months from the termination of this instruction, then Move with Us will be entitled to claim 30% + VAT of any commission paid to you by the vendor.
- n. Acceptance of this instruction will be deemed as acceptance of our Terms of Appointment.
- o. If you market the property online after receiving our verbal instruction but before returning the necessary paperwork we will deem this as acceptance of our terms and conditions.
- p. It is your obligation to send Move with Us any post for vacant properties on request. Any charges incurred due to failure to comply with this clause, could result in you having to cover any resulting damages.