

## JB ESTATES TERMS OF BUSINESS & ESTATE AGENCY AGREEMENT



### MULTIPLE AGENCY

Hill Cote, Atlantic Mews, New Polzeath,  
Wadebridge, PL27 6UG

## TERMS OF BUSINESS

### 1. The Agreement

This document sets out the terms and conditions of business of John Bray Estates, the trading name of John Bray and Partners Estate Agents LLP. The Estate Agents Act 1979 requires Estate Agents fees and terms of business to be confirmed in writing, and our standard terms of business are set out below. The accompanying Agreement may vary these terms and explains how our fee is calculated, along with details of any other costs and charges that may apply. The Agreement and Terms of Business together form the Terms of Our Appointment. John Bray Estates is hereby authorised to act as an Agent for the Client in the sale of the Property.

### 2. Fees

In the case of multiple ownership, each owner is jointly and severally liable for the payment of John Bray Estates' fees, and all agreed out-of-pocket expenses.

If the instruction is made on behalf of a company, the Client is the company, and in addition to accepting liability on behalf of the company, each person signing the Agreement personally guarantees payment by the company of our fees, costs, and charges.

### 3. Agency

By appointing John Bray Estates, you are entering a legally binding contract, giving us the right to sell the property while the instruction is in force. You must notify John Bray Estates of any interested parties or direct offer(s), so that we may negotiate, unless agreed in advance, in writing by special arrangement, at the time of the instruction. You will be liable to pay John Bray Estates commission fee and any other agreed costs or charges if unconditional contracts for the sale of the property are exchanged:

- during the period in which John Bray Estates have sole selling rights, even if the purchaser was not found by us, but by another agent or any other person, including you; or
- after the period of sole selling rights with us has expired to a purchaser who was introduced by us, or with whom John Bray Estates had negotiations about the property during that period.

Please note there may be a dual fee liability if you previously instructed another Agent to sell the same property, or if you instruct another agent during or after the period of our Agency.

If you are instructing us on a Multiple Agency basis, then you will only be liable to pay a commission to us, in addition to any other costs or charges agreed.

### 4. Expenses

In addition to our fees, you are responsible for all agreed marketing charges. We may make a charge for the preparation of floorplans, photography, advertising and Energy Performance Certificates and this will be included in the price quoted to you. All such charges are payable immediately upon receipt of invoice and we reserve the right not to proceed with the marketing of the property until payment is received. In providing such marketing services, we will act as the principal not as agent for you and we reserve the right to retain the benefits of any marketing or other discounts or commissions.

### 5. Scope of Agency

Without limitation, and unless otherwise agreed, John Bray Estates is hereby authorised to:

- Take images from the property, of the property and the surrounding area, both internally and externally and from the air.
- Erect a 'For Sale' / 'Sold' board, and the Client warrants that no other Agent's boards will be permitted to be erected at the same time.
- Submit press releases and images for editorial and advertising purposes to local and national media at John Bray Estates' sole discretion both prior to, and after completion of the property's sale. In addition, from time to time, such images may be used in John Bray Estates' promotional material, where no confidential information will be disclosed.
- Include particulars and images of the Client's property on John Bray Estate's website and other third-party websites as deemed appropriate and beneficial by us.

### 6. Price

The asking price quoted does not represent a formal valuation of the property, and all marketing advice is given on the basis that there are no onerous covenants or conditions applicable, which may be revealed hereafter either after the survey or during the conveyance process. The Client may instruct John Bray Estates to vary the asking price during the term of this Agency in writing, but in any such event, the term of this Agreement shall continue in full force and effect.

**7. Fee Structure**

John Bray Estates fee will be earned in the event of us being instrumental either directly, or indirectly, or because of any publicity generated by us during the period of this Estate Agency Agreement in the introduction of a purchaser/s who enters a contract to purchase the freehold/leasehold interest in the Client's Property, or the Shares in the company which owns the property.

Our fee is calculated as a percentage of the 'total' sale price agreed, which the buyer pays the vendor on completion (for the avoidance of doubt, this can include any allowance for furniture, carpets & curtains and/or other chattels, machinery, growing crops, livestock, tenant right including all quotas and entitlements and VAT due on the sale price if applicable.) In the event of an exchange or part exchange, the sale price or part thereof will be the value attributed to your property. The fee is due for payment upon exchange of contracts, although settlement within 10 days after legal completion is acceptable unless circumstances deemed by John Bray Estates, in its sole discretion, are deemed to apply. VAT is payable on all fees, costs, and charges at the prevailing rate.

**8. Payment Surcharge**

If John Bray Estates agency fees are not settled in full within 10 days of legal completion of the sale of the Property, a surcharge calculated at the rate of 1% + VAT of the sale price will become payable in addition to the Agency Fee confirmed herein. If following the exchange of contracts, completion fails, then any sale fee and any outstanding invoices become due and payable out of deposit monies on the date on which completion was due to take place, or if earlier, the date of notification of failed completion.

**9. Compliance**

John Bray Estates is required to prove the identity of all Clients prior to the commencement of property marketing in order to comply with current Money Laundering (AML) Legislation 2007. We use Smooove, a third-party platform, to run identity and proof of address checks via a smartphone or computer. Estate Agency is a regulated sector under the Proceeds of Crime Act 2002 and as such a record of the searches will be retained on file in accordance with legislation and HMRC. If satisfactory evidence of your identity is not provided, there may be circumstances in which we are not able to proceed with the instruction.

**10. Property Misdescriptions Act 1991**

In marketing the property, it is a criminal offence for an agent to make inaccurate or misleading statements. To ensure that all information provided is accurate, not misleading and does not omit information that is material to a buyer, The Client will be required to verify that there are no inaccuracies in our sales particulars, images, plans, advertising copy, press releases or any information produced about the property, to the best of their knowledge. The Client agrees to inform John Bray Estates of any relevant changes which occur during the course of the sale and after approval of the sales particulars, which may affect their accuracy. Under the Consumer Protection Act 2008, both the seller and agent must disclose anything within their knowledge that would affect the transactional decision of the purchaser.

**11. Connected Persons**

The Estate Agents Act 1979 requires that any person engaged in Estate Agency work (or their relatives/associates) must disclose their interest in any proposed property transaction in which they are involved.

**12. Related Services**

We are obliged to inform you that a purchaser may wish to instruct us to sell their own property, and, in such instances, we may earn some form of remuneration.

**13. General Data Protection**

In signing this document, you are giving JB Estates consent for us to process your personal data noted on this document and transmitted in future messages for the purposes of selling the property.

**14. Complaints Handling Procedure**

Full details of the complaints handling procedure are available on request. All complaints will be considered by a senior member of the firm or a designated complaints handler. If the complaint cannot be resolved, it can be referred by either side to the independent redress scheme of the RICS.

**15. Limitation of Liability**

Neither party will be liable for any loss of profit (other than in respect of our fees, costs or charges), or for any special indirect or consequential loss or damage suffered by the other (including as a result of an action brought by a third party), save that nothing in this clause will exclude or restrict any liability which either party may have for death or personal injury arising out of negligence.

John Bray Estates will not be liable for any loss as a result of your receipt of any information, data or communications supplied or sent by us electronically. The Client will be responsible for ensuring that any materials sent by any electronic medium and/or by computer disc are, and remain, virus-free.

## 16. Applicable Law & Jurisdiction

It is irrevocably agreed and accepted that English Law shall apply to these Terms of Business, and the English courts shall have exclusive jurisdiction to settle any claim which may arise out of this agreement.

## 17. Unoccupied Properties

John Bray Estates are not responsible for the management, maintenance or repair of any property unless agreed. It is your responsibility to ensure that an unoccupied property is secured with mains services turned off, water and heating properly drained, and the insurers are notified.

## ESTATE AGENCY AGREEMENT – SOLE AGENCY

John Bray Estates are instructed to act as Agents for the Client for a minimum period of eight weeks (the "initial term") from seven days of the date of this Agreement (the contract can be cancelled within the first seven days at any time). Following the Initial Term, the contract will be deemed to continue. The Client may advise John Bray Estates in writing to the contrary. The contract may be terminated or switched to Joint sole/Multiple Agency, following a period of 28 days written notice given, to expire at the end of, or after the Initial Term. Notice by either side does not detract from our right to charge expenses under clause 4.

**PROPERTY ADDRESS:** Hill Cote, Atlantic Mews, New Polzeath, Wadebridge, PL27 6UG

**NAME(S) OF OWNER(S):** Mr Jonathan French & Miss Lucy Tallon

**CORRESPONDENCE ADDRESS:** \_\_\_\_\_

### 1979 ESTATE AGENT ACT DISCLOSURE IS NOT APPLICABLE

JB Estates is hereby instructed to offer the Client's Property for Sale.

### AGENCY FEES

Our commission rate for acting as your Multiple Agent is **1%** of the total sale price paid for the property (or the Shares) and any contents, plus VAT, paid to the introducing agent. VAT is payable at the prevailing rate. **1% on the whole figure achieved of £900,000 equates to £9,000 + VAT.** If Multiple Agency subsequently becomes Joint/Sole Agency, we will confirm our fees separately in writing.

I/WE \_\_\_\_\_ being the Client(s) and owner/s of the Property, accept the terms of this Estate Agency Agreement and authorise John Bray Estates to act as my/our Agent in accordance with this Agreement. I/We understand that marketing cannot commence until these terms are signed and returned.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed for and on behalf of John Bray Estates



\_\_\_\_\_  
Josephine Ashby

Date 06/05/2026