STARKEY & BROWN
YOUR LOCAL PROPERTY PEOPLE

allAgents BEST SALES BRANCH OF THE YEAR Gold 2022 LINCOLN

allAgents BEST SALES BRANCH OF THE YEAR Gold 2022 SCUNTHORPE

TERMS AND CONDITIONS OF BUSINESS
SOLE AGENCY AGREEMENT

Important: Below, you will find the terms and conditions upon which we will market your property for sale. This is a legally binding contract. You should read through it carefully and let us know if you have any queries regarding its terms and effects ***before*** *signing it.*

1. Definitions

1.1 In this contract, the following terms have the following meanings:

1.1.1 "We", Us" etc. means Starkey&Brown Limited or Starkey&Brown (Scunthorpe) Limited whose registered offices are at 48 Clasketgate, Lincoln, LN2 1JZ and 1 Oswald Road, Scunthorpe, DN15 7PU respectively. (Company registration numbers 6081031 & 08293681 respectively).

1.1.2 "You" etc. means
Mr Jamie Pitman

1.1.3 "the Property" means
45 Old Village Street, Gunness, Scunthorpe, Lincolnshire, DN15 8TP

1.1.4 "the Initial Market Price" means
£350,000

or whatever figure you confirm to Us would be acceptable to You to sell the Property at.

1.1.5 "Initial Term" means an initial period of 20 weeks commencing on the date of this contract.

1.1.6 "Term" means the Initial Term plus whatever further period may be agreed between Us and You from time to time subject to Your obligation to give notice to terminate this contract in accordance with clause 5 below.

1.1.7 "Introduced" means by any method including by way of viewing, contact with Us, reading of promotional literature or material or on the internet or the "for sale" board sign, it not being necessary for any such introduction to be exclusively made by Us.

2. Your Right to Cancel this Agreement

2.1 You reserve the right to cancel this agreement at any time up to the fourteenth day from the date that this agreement is signed by you (also known as a 14-day cooling off period), provided that this agreement is concluded in the simultaneous physical presence of Us and You, in a place which is not the business premises of Starkey&Brown (your home, for example).

2.2 Should you wish to cancel this agreement within the said 14 days, you must do so in writing, by email or letter, or by completing the Cancellation Notice below, no later than the 14th day after this agreement was signed by You.

Cancellation Notice

To Starkey&Brown

Please be advised that I/we hereby give notice that I/we wish to cancel the contract in relation to (address)

……………………………………….……………………………………….

…………………………………………………………………………………..

exercising my/our right under the 14-day cooling-off period.

Client name: …………………………………………………………………….

Client signature: …………………………………………………………..

Date: ………………………………………………………………………………..

3. Sole Agency

3.1 Under this agreement, We have agreed to act for You as Your sole agent to market the Property for sale in the UK for the Market Price during the Term.

3.2 During the Term, You may not instruct, appoint or retain any other agent or individual to market the Property on Your behalf.

4. Payment of Fees

4.1 Subject to clause 4.2 below, You agree to pay Us a commission fee ("the Fee") of

£3,000.00 (plus VAT).

£3,600.00 (inc VAT).

4.2 You will be liable to pay the Fee to Us if:

4.2.1 at any time unconditional contracts for the sale of the property are exchanged;

4.2.1.1 with a purchaser introduced by Us during the Term or with whom we had negotiations about the Property during that period; or

4.2.1.2 with a purchaser introduced by another agent during the Term or as a result of a private negotiation by You; or

4.2.1.3 We introduce You to or negotiate with during the Term a person ready, willing and able to purchase the Property at the Market Price.

4.3 For the purposes of this clause, the term "ready, willing and able purchaser" means a buyer who is prepared and is able to exchange unconditional contracts for the purchase of the Property. You will be liable to pay Us the Fee, in addition to any other costs or charges agreed, if such a buyer is introduced by Us in accordance with Your instructions and this must be paid even if You subsequently withdraw and unconditional contracts for sale are not exchanged, irrespective of Your reasons.

4.4 It is Your responsibility to ensure that We are paid the Fee in accordance with the terms of this contract. Interest on any late payment of the Fee will be charged at a rate of 8%.

4.5 Payment of the Fee must be made within 3 working days of completion of the sale of the Property irrespective of whether or not this contract has been terminated. You hereby give Your solicitors irrevocable authority to pay to Us the Fee out of the sale proceeds of the Property in accordance with this clause.

4.6 If, for whatever reason, completion of the sale of the Property is delayed by a period that exceeds three months after exchange of unconditional contracts or completion does not take place in accordance with the terms of such an unconditional contract, then You will pay the Fee promptly to Us and in any event within 14 days of either the end of the three month period or the date upon which completion should have taken place.

4.7 For the purposes of this clause, the "Actual Price of the Sale" means the total of the monies paid to You by the purchaser in consideration for the Property including any deferred consideration (i.e. monies paid at a later date), deposit and the price of any fixture, fittings or chattels.

5. Duration and Termination

5.1 This contract shall continue for the Initial Term and shall thereafter continue until terminated by You by giving of not less than 28 clear days' notice in writing.

5.2 We may terminate this contract at any time after the expiry of the Initial Term by the giving of 3 clear days' notice to You in writing or, in the case of a fundamental breach by You of any term or provision hereof, immediately at any time.

6. Your Obligations

6.1 You agree to cooperate with Us at all times and as may be required.

6.2 You shall provide Us with keys to the Property if We are to be responsible for viewings.

6.3 You shall permit Us access to the Property for the purpose of preparing marketing materials and accompanied viewings for potential buyers.

6.4 You shall be responsible for the Property during the Term and maintain it in a marketable and presentable way and not do or omit to do anything that may be detrimental to the marketable value of the Property or which may adversely affect the prospects of the Property being sold. You are advised to take proper precautions for unoccupied dwellings.

6.5 You warrant that You are the sole, or all of the joint legal owners of the Property, and that You have the authority to offer the Property for sale and enter into this contract.

7. Energy Performance Certificates (EPCs)

It is a legal requirement for you to produce an EPC prior to your property being marketed. If you would like help in sourcing an EPC provider our team will be happy to help.

8. For Sale Board Signs and Advertising

8.1 You consent to Us erecting a display board at the Property to assist in the marketing of the Property.

8.2 You consent to Us publishing information and pictures of the Property in any format and in any forum, which are necessary for the continued promotion and marketing of the Property during the Term.

9. Consumer Protection from Unfair Trading Regulations 2008

It is Your responsibility to check the descriptions of the Property in any documentation, literature or publication produced by Us on Our website and on any other relevant marketing material and notify Us of any amendments required. You shall indemnify and keep indemnified Us against any claim or complaint made by any third party in respect of any alleged misdescription that arises in connection with the Property under the Consumer Protection from Unfair Trading Regulations 2008 or any other similar provisions.

10. Personal Interests

We will advise You if We or any member of Our staff has or comes to have a personal interest in the Property. It is Your responsibility to inform Us if there is any connection between You and Us before entering into this contract.

11. Limitation of Liability

11.1 We shall not be liable for any direct or indirect loss or damage suffered by You or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by Us in the insurance year in which Your claim is first notified.

11.2 Nothing herein shall limit or exclude our liability for personal injury or death.

11.3 We do not make any warranties about the saleability or marketability of the Property. You accept that any advice We provide in connection with the Market Price is based on Our own subjective views and We do not accept any liability for any loss or damage suffered by You in connection with such advice, nor do We warrant that our advice represents the value of the Property in any way or for any purpose.

12. Indemnity

You shall indemnify and keep indemnified Us against all claims, complaints, costs and expenses (including interest) which We may incur or suffer, and which arise directly or indirectly from Your breach of any of the obligations or provisions set out in this contract.

13. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, pandemics, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

14. Third Party Rights

Nothing in this contract intends to or confers any rights on a third party.

15. Entire Agreement

This contract supersedes any previous agreements, arrangements, documents or other undertakings either written or oral and is the whole of the agreement reached between the parties. You acknowledge that You have not entered into this contract based on any representations or statements made by Us.

16. Governing Law

This contract shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

17. The Property Ombudsman

Starkey&Brown is a member of The Property Ombudsman and adhere to the code of practice for estate agents. For more information visit www.tpos.co.uk.

Vendor Signature

Jamie Pitman

12th September 2026 at 11:10am

Vendor Signature

Jamie Pitman

12th September 2026 at 11:10am

Signed on behalf of Starkey&Brown

Kara Mortimer

12th September 2026 at 11:00am