

CONFIRMATION OF TERMS FOR THE PROVISION OF OUR SERVICES

ALEXANDER MAY SALES & LETTINGS offer to act for you in connection with the proposed sale of the above property in accordance with the following Terms of Engagement and subject also to the Terms and Conditions of Business as set out in this agreement. Please sign this form of instruction and return to our Office if you wish to proceed under these terms. Please read this Agreement carefully, as you will be bound by the Terms and Conditions of this Agreement as soon as you have signed it. By signing this agreement you agree that you request us to begin the performance of services set out in these terms of business during the cancellation period.

ALEXANDER MAY PROPERTY LTD will act under “**SOLE SELLING RIGHTS**” in the proposed sale of the above property by Private Treaty and I/we undertake not to instruct any other Estate Agent for a period of 12 weeks from the date of acceptance of these terms. The **SOLE SELLING RIGHTS** will continue after expiry of the agreed period until you give us fourteen days-notice in writing of your intention either to terminate the agreement or to instruct other agents in addition to our company, in which case our multiple agency rate of commission will apply. Notice will only be accepted in writing and to be affective must be confirmed as accepted in writing by us.

Sole selling rights Commission will be charged at 1.5% of the agreed sale price Including VAT. (1.25% +VAT) (subject to a minimum fee of £2,400 INCLUDING VAT).

SOLE SELLINGS RIGHTS IS DEFINED IN SECTION 2.0 OF THIS AGREEMENT.

ALEXANDER MAY SALES & LETTINGS will act as a **JOINT/MULTIPLE AGENT** in the proposed sale of the above property by Private Treaty. **Joint/Multiple Agency commission will be charged at 2.4% Incl VAT of the agreed sale price fee payable to Alexander May (2% +VAT)**

ALEXANDER MAY SALES & LETTINGS will offer the property for sale at a guide price of {prop_value} or such figure as may subsequently be agreed.

TERMS OF BUSINESS

The Estate Agents Act 1979 requires agents' fees and terms & conditions of business to be confirmed in writing. Alexander May's standard terms and conditions are set out below. This accompanies our Terms for the provision of our services which explains how our sale fee is calculated and details other costs and charges and will form an entire agreement between us. To instruct us to act, you must sign and return a copy of the accompanying letter to signify agreement of our fees, costs, charges and terms & conditions of business and confirm authority to proceed with the sale of the property. In this agreement any reference to "we", "us" or "our" is Alexander May and any joint agent, and reference "you" is to the client as identified in paragraph 1.0 below.

1.0 Responsibility for payment of fees, costs & charges

1.1 The person to whom the letter is addressed (ie you the Client) is personally responsible for and guarantees payment of our fees, costs and charges even if the property is held by a different person. If more than one party is to be responsible, the Letter should be signed by all relevant parties and their liability will be joint and several

1.2 Where the property is owned by a company, the client is the company and in addition to accepting liability on behalf of the company each person signing the Letter personally guarantees payment by the company of our fees, costs and charges.

2.0 Sale fees

We will act as your agent with sole selling rights, or jointly with another firm also with sole selling rights. This means you will be liable to pay us a sale fee (in addition to any other charges of costs which we have agreed with you) in the following circumstances (which are defined in The Estate Agents Act 1979):

- (i) If sale agreed or unconditional contracts for the sale of the property are exchanged during 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 you.
- (ii) If our appointment as your agent has been terminated by you in accordance with clause 3, we will remain entitled to our fees if during the following 6-months contracts are agreed and subsequently exchanged for the sale of the property to a purchaser who was introduced to you during the period of our agency or with whom we had negotiations about the property during that period. You agree to notify us in these circumstances

3.0 Termination of agency

You or we may at any time terminate the agency by giving not less than 14 days written notice following approval of property details. Our instruction will continue indefinitely until notice is received or given by us. If notice is served by you it must be confirmed by us in writing to be effective. We will also confirm the last day of our contract. Notice by either side does not detract from our right to charge fees under clauses 2 and 5.

4.0 Timing of payment of sale fee

4.1 Successful completion – where completion of the sale is successful, the sale fee is due and payable on the date of completion of the sale.

4.2 You agree to instruct your solicitors to pay properly payable outstanding invoices, relating to the sale fee out of completion monies.

4.3 Failed completion – If following exchange of contracts, completion of the sale fails, any sale fee becomes due and payable on the date on which completion was due to take place or, if earlier, the date of notification of failed completion. You agree to instruct your solicitors to pay any properly payable outstanding invoices out of any deposit monies which are or become available in respect of the sale.

4.4 Delayed completion – if completion of the sale is delayed for more than 3-months after exchange of contracts, we reserve the right to invoice you for any properly payable sale fee 28-days after exchange of contracts. Any such fee will become payable on the date .

4.5 You agree to instruct your solicitor or person acting to pay the full value of our invoice by telegraphic same day transfer on the day of completion or the due date as set out above. The cost (if any) of this transfer is to be paid from completion monies or deposits held and not from our fee.

5.0 How our fees are calculated

5.1 Our fees will be calculated by reference to the sale price. In the event of an exchange or part exchange the sale price or part thereof will be the value attributed to your property.

5.2 For the avoidance of doubt, this includes any extra allowance for curtains, carpets, furniture, fixtures and fittings or any items agreed as part of the sale.

6.0 VAT

All our fees costs and charges are subject to Value Added Tax at the appropriate rate at the time of contract exchange regardless of your domicile.

7.0 Interest and recovery of fees

7.1 Interest will be payable at 8% above the Bank of England base rate on any invoice that remains unpaid for 14 days after payment is due.

7.2 If we find it necessary to use solicitors or other parties to successfully recover agreed fees, costs or charges, you agree to pay any reasonable legal or other cost incurred by us to recover any sums due.

8.0 Sub-agents

8.1 We may instruct sub-agents on your behalf where we consider such a step to be in your best interests and you give permission for this. This will not involve you in any extra charge unless previously agreed with you.

9.0 Verification of information/sales particulars

9.1 Upon receipt of your instructions we will prepare full particulars of your property normally incorporating a photograph(s) and floor plan and copies will be forwarded to you. Please inform us immediately if any statement or information contained in these particulars is to your knowledge inaccurate or misleading.

10.0 Advertising

Within the structure of our commission charges for Private Treaty Sales we will undertake normal or local advertising at our own discretion and expense. Any national/prestige or specialist advertising will be at the vendor's expense.

10.1 You agree to notify us immediately of any relevant changes which occur during the course of the sale process; in particular a changes which occur after approval of the sales particulars which may affect their accuracy.

11.0 Additional estate agency services

Unless otherwise instructed by you in writing we will offer applicants, prospective purchasers and vendors our full range of estate agency and financial services. This could include the valuation and marketing of your purchaser's present property for which we may earn a fee or commission.

12.0 Financial Services

We only refer clients to Independent Mortgage Brokers who are authorised and regulated by the Financial Services Authority. Advice given is without obligation and is not conditional to the purchase or sale of a property through us. We may earn commission from financial services arranged on your behalf, however there will be no additional cost to you. All commission and fees due will be disclosed to you by the Mortgage Broker

13.0 Compliance

13.1 Under the Money Laundering Regulations we are required to obtain evidence of your identity and proof of address. We will require to see and have a copy of your passport/photo driving licence and of a utility bill addressed to you at your current address. If additional checks are required we will inform you.

14.0 Estate Agents Act 1979

We request that you notify us in writing if you have any relative or associates working within our Company

15.0 Dispute resolution

We are members of The Property Ombudsman www.tpos.co.uk and subscribe to their code of practice. Should any complaint not be satisfactorily resolved between the two parties, the procedure provides for complaints to be resolved by the independent Ombudsman. Your right to pursue any dispute through the courts is not affected by the option to resolve a dispute through the complaint's procedure of the Ombudsman.

16.0 Unoccupied property

We are not responsible for the management, maintenance or repair of any property unless we have agreed to be. That agreement must be recorded in writing and an additional fee charged. It is your responsibility to ensure that where property is unoccupied the property is adequately secured mains services are turned off including water and heating.

For: ALEXANDER MAY PROPERTY LTD

ALEXANDER MAY IS A TRADING TITLE OF ALEXANDER MAY PROPERTY LTD, ANY MENTION OF ALEXANDER MAY WILL BE REFERENCE TO ALEXANDER MAY PROPERTY LTD

I/We confirm instructions to ALEXANDER MAY SALES & LETTINGS to offer the above property for sale as set out above and under the Terms and Conditions of Business as set out in this agreement.

NOTICE OF RIGHT TO CANCEL

When a contract is signed by you during a visit to your home, at your place of work or online, you have a right to cancel that contract within 14 calendar days after the day of signing. This does not apply if the terms are signed in Alexander May offices.

If you would like us to begin our preparation work, such as photographs, floorplans, preparing property details, statutory documentation, online listing etc, you will need to sign below to waive the 14 day right to cancel.