

TERMS & CONDITIONS

1. We are pleased to accept instructions from the named seller(s) to offer the above property for sale by private treaty in accordance with these Terms at an initial asking price. This figure does not represent a formal valuation of the property. No survey has been undertaken. All negotiations will be entered into on a 'subject to contract' basis.
2. **Agency Fees:** Fixed Estate Agency Fee: Regardless of whether the property realises a higher or lower figure the commission payable will remain as quoted. Percentage Fee: Where the marketing fee is stated as a percentage it shall be the percentage of the actual sale price. We are instructed to market the property on the basis of these terms for fees of: *VAT is payable at the prevailing rate at the time when the fees become payable in accordance with these Terms.
3. **Other Costs:** A variety of marketing methods will be adopted in the best interests of the seller. No additional costs will apply unless noted below, discussed and agreed in writing beforehand. In accordance with normal commercial practice any discounts receive from the suppliers are our property.
4. **Basis of our instruction:** We are instructed on a Sole Agency* / Sole Selling Rights* / Joint Agency basis* (delete as applicable) and the following corresponding conditions of this clause 5 shall apply (as applicable):
 - 5.1 **Sole Agency:** We are the only agent with the right to sell your property during the agreed sole agency period specified below. You will be liable to pay our fees, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged:
 - a) With a purchaser introduced by us during the period of sole agency; or
 - b) With whom we had negotiations about the property during that period; or
 - c) With a purchaser who is introduced by another agent during that period; or
 - d) Who we introduced or had negotiations with during the agreement period, where the sale takes place within 6 months of the date of termination of this agreement.
 - 5.2 **Sole Selling Rights:** We are the only person or entity with the right to sell your property during the sole selling period specified below. You will be liable to pay our fees, in addition to any other costs or charges agreed, in each of the following circumstances:
 - a) if unconditional contracts for the sale of the property are exchanged in 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: or
 - b) if unconditional contracts for the sale of the property are exchanged on or after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom we had negotiations about the property during that period.
 - 5.3 **Joint Agency:** where we are instructed on a Joint Agency basis the same conditions apply to Sole Agency will apply save that the rights and obligations stated therein shall apply to us and the agreed joint agent. For the avoidance of doubt, all of the remaining clauses of these terms apply to all sellers and us in addition to the conditions set out at this clause 5.
- 6 **Entitlement to and Payment of Fees**
 - 6.1 Except where otherwise specified in these terms, our fees become due upon exchange of contracts and are payable upon completion of the sale of the property, or 30 days after exchange should completion not take place. Our invoice for any fees due will be submitted at the specified time to the seller and or solicitors as appropriate. You authorise payment to be made by your solicitor once the fees become payable (subject to your statutory rights). All fees are payable within 30 days of the date of our invoice. In the event that payment is not received within 30 days of the due date, we reserve the right to charge interest from the date on which payment was due at a rate of 4% above the prevailing base rate of Lloyds Bank plc calculated on a daily basis. In the event of non-payment of our fees any legal expenses incurred in recovery of the fees will be added to the total debt. Each seller named in this agreement is jointly and severally liable for the payment of our fees and agreed expenses.
 - 6.2 In addition to our entitlement to receive fees as set out above on a Sole Agency Sole Selling Rights / Joint Agency basis (as applicable), if we introduce you to a purchaser who is ready, willing and able to exchange unconditional contracts for the purchase of the property we reserve the right to charge the fee in addition to any other costs or charges which may be agreed, if such a purchaser is introduced by us or in circumstances provided for by Sole Agency, Sole Selling or Joint Agency, in accordance with your instructions. A purchaser is a "ready, willing and able" purchaser if they are prepared to exchange unconditional contracts for the purchase of your property. If we exercise our right to charge the fee, the fee must be paid even if you subsequently withdraw and unconditional contracts for the sale are not exchanged irrespective of your reasons. An invoice will be issued following your withdrawal which shall be payable within 30 days of the date of the invoice unless agreed otherwise in writing.
 - 6.3 For the avoidance of doubt any other agent or third party (as applicable) introduces you to a purchaser (or you find a purchaser) during the Sole Agency/ Sole Selling /Joint Agency period (as applicable), we reserve the right to treat this as an introduction by us, and the fees and any other costs or charges agree shall be payable by you in addition to any third party fees.

- 6.4 We reserve the right to sub instruct additional agents where it is believed to be in the best interests of the seller at no additional cost to the seller.
7. **Disclosure Requirements:**
 - (a) Where any potential conflict of interest occurs details of this must be disclosed to any prospective purchaser. Please inform us by indicating below if you are aware of any business association, family relationship or other connection you might have with us as agent, or any employee.
 - (b) Details of any person who has previously shown an interest in purchasing the property must be disclosed to us at the point of agreement.
 - (c) We must also disclose to you if we, and or any of our employees, and or any associate has a personal interest in relation to a proposed sale or purchase.
8. **Non-Discrimination:** in accordance with the current laws applying to estate agents, we will not discriminate against any person.
9. **Property Exchange/Swap:** Irrespective of how the potential purchaser is introduced to the seller, where the property is part exchanged or swapped during the term of this agreement or within 6 months of the termination of this agreement our fees will become due and payable in full without deduction should a successful transaction take place.
10. **Property Letting:** Irrespective of how the potential purchaser is introduced to the seller, in the event that the seller lets the property during the terms of this agreement or within 6 months of the termination of this agreement and the tenant (or member of the sellers family being a co-occupant) purchases or enters into a binding commitment to purchase the property within 12 months of going into occupation, the seller shall remain liable to pay the fees in full to us forthwith upon completion.
11. **Other Services:** We may offer the following services to potential purchasers and sellers, for which a commission may be received: Estate Agency, conveyancing referrals to solicitors, credit, mortgages, insurance, life assurance, survey and valuations, lettings and property management not withstanding this, all clients are treated equally
12. **Unoccupied Properties:** We have no responsibility for repair or maintenance of any property, which is left vacant during the period of our instruction, and the repair and maintenance of such property will remain the seller's responsibility.
13. **Direct Approaches:** We recommend that all direct approaches by potential purchasers be passed to us without delay.
14. **Viewings:** We will ascertain, where practical, the buying arrangements of all prospective purchasers.
15. **Money Laundering Regulations:** All estate agents are required by law to be able to categorically confirm the identity of each client/seller, in order to do this, but not to be intrusive, sight of documentary proof of address, together with acceptable photographic ID, such as a passport or driving licence is therefore required. Copies may be taken and held on file.
16. **Ombudsman Scheme:** We are a member of The Property Ombudsman scheme (formally known as the Ombudsman for Estate Agents scheme) and subscribe to the Code of Practice approved by the Competition and Markets Authority (formerly governed by the now obsolete Office of Fair Trading). A copy of our complaints procedure including details of how to refer any unresolved dispute to the Ombudsman is available on request.
17. **Energy Performance Certificate (EPC):** An EPC is now required for all residential properties placed on the market for sale. The EPC must have been ordered prior to any marketing having taken place and must be available for inspection within 28 days of the sale of instruction.

By signing these Terms the seller confirms that they are the sole/joint owner(s) of the above property. The seller confirms that they are authorised by their co-owner(s) (if any) to instruct us to sell the property and to give us instructions in order to progress the sale. The undersigned hereby confirms that he/she is the seller and/or has the authority to sign on behalf of all sellers. By signing these Terms the seller agrees to the Terms as stated above and acknowledges receipt of a copy thereof. The seller understands that dual fee liability to pay more than one agent's fees may occur where the seller has previously instructed another agent to sell the property, or where the seller instructs another agent to sell the property on sole agency or sole selling rights basis, during or after the termination of this agreement.

The seller acknowledges and agrees that we will hold and process by computer or otherwise information obtained about the seller as a result of this agreement whether or not the instruction proceeds and also details in respect of any policy and or contract taken out with us as a result (the "Personal Data").

The seller agrees that we may keep personal details on file and pass them on to companies connected with those who may wish to offer their services to the seller. This box should be ticked by the seller if the seller does not want this service. The seller accepts the above Terms and has received and retained a copy of this form.

Dewhurst Homes Limited.

Registered In England No: 05415814. VAT Registration No: 981044130
Registered Office: 10 Towneley Parade, Longridge, Preston, Lancashire, PR3 3HU

Agency Agreement for Residential Property Sales

FULWOOD OFFICE

A. 347 Garstang Road, Fulwood, Preston
Lancashire, PR2 9UP
T. 01772 788811

LONGRIDGE OFFICE

A. 10 Towneley Parade, Longridge, Preston
Lancashire, PR3 3HU
T. 01772 783993

GARSTANG OFFICE

A. Appleton House, 1-2 Rope Walk,
Garstang, Lancashire, PR3 1NS
T. 01995 601814

PENWORTHAM OFFICE

A. 28 Liverpool Road, Penwortham,
Preston, Lancashire, PR1 0DQ
T. 01772 748000

**Dewhurst
Homes**

Agency Terms and Conditions

1. THE PARTIES

These terms and conditions ("Terms") shall form the basis of the agreement between the parties. In these Terms the following definitions and rules of interpretation shall apply: we "Us" and "Our" means Dewhurst Homes Limited (company number 05415814) acting as agent whose registered office is at 10 Towneley Parade, Longridge, Preston, Lancashire, PR3 3HU. "You", "Your" and "Seller" means the person(s) on whose behalf we are instructed to act as agent in connection with the marketing of the property for sale. A reference to one gender includes a reference to all other genders. Words in the singular include the plural and vice-versa. All agreements, obligations and liabilities in these Terms on the part of any two or more sellers are joint and several and shall be construed accordingly.

2. VENDOR DETAILS

The Vendor(s)	<input type="text"/>		
The Property	<input type="text"/>		Postcode <input type="text"/>
	Tel Home <input type="text"/>	Tel Work <input type="text"/>	
Email Address <input type="text"/>	Mobile <input type="text"/>		
Address (if different)	<input type="text"/>		Postcode <input type="text"/>

3. AGENCY FEES

Our commission is calculated on the sale price achieved for the introduction of a purchaser who proceeds to exchange contracts.

Sole Agency	£ <input type="text"/>	plus VAT
Multiple Agents	£ <input type="text"/>	plus VAT
Fixed price	£ <input type="text"/>	plus VAT

4. THE ESTATE AGENTS (1979)

This Act provides, amongst other matters, that anyone engaged in estate agency work or their relatives or associates must disclose their interest in any property which they are dealing.

Applicable to this transaction Yes No

If yes, give details:

5. MONEY LAUNDERING REGULATIONS (2007)

Money Laundering Regulations: All estate agents are required by law to be able to categorically confirm the identity of each client/seller, in order to do this, but not to be intrusive, sight of documentary proof of address, together with acceptable photographic ID, such as a passport or driving licence is therefore required. Copies may be taken and held on file.

Passport	<input type="checkbox"/>	Driving Licence	<input type="checkbox"/>
Birth Certificate	<input type="checkbox"/>	Proof of Address	<input type="checkbox"/>

6. MARKETING PRICE & ADVICE

The following figures do not represent a formal valuation. We have not carried out a structural survey and our advised price assumes there are no adverse conditions or covenants.

Marketing Price Agreed	£ <input type="text"/>		
Advised Marketing Price	£ <input type="text"/>		
Professional Photographs	£ <input type="text"/>	Video Tours	£ <input type="text"/>
Floor Plan 2D/3D	£ <input type="text"/>	Drones	£ <input type="text"/>
Premium Listings	£ <input type="text"/>	EPC	£ <input type="text"/>

a. Contract

This agreement sets out the terms and conditions under which we will act on your behalf in the sale of the property. Please ensure that you have read this document thoroughly before signing. If you are unsure of any part please seek clarification from one of our representatives before signing. If you have instructed another agent on a Sole Agency basis you should check whether by instructing us you would be liable to pay those agent fees once the property has been sold.

b. Withdrawing of Service

The vendor has the right to cancel within 14 days in relevant circumstances according to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If the vendor withdraws the property from Dewhurst Homes Limited at further point within the contracted period, they will be liable for a withdrawal fee of £300 VAT inclusive to reimburse Dewhurst Homes Limited for their abortive marketing costs. If the vendor withdraws from a sale, after a sale has been agreed, the full fee will become payable (A defined sale is where a memorandum of sale is produced and a sales contract issued by the solicitors).

c. Consumer Protection from Unfair Trading Regulations (2008)

You will be presented with a copy of the Dewhurst Homes marketing particulars relating to your property which you will need to formally verify in writing before marketing commences. If you do not disclose material information about the property then you as seller may be liable for action in relation to misdescription.

d. Data Protection Act

We may keep personal details on file and pass them to associated companies who may wish to offer you their services. If you do not want this service please tick this box.

e. Energy Performance Certificate (EPC)

An EPC is now required for all residential properties placed on the market for sale. The EPC must have been ordered prior to any marketing having taken place and must be available for inspection within 28 days of the date of instruction. We can arrange for the production of an EPC on behalf of the Seller at a cost of

Net £ VAT £ Total £

This amount must be paid to us prior to or at the time of the inspection by cheque or credit/debit card. Where payment is made by cheque we must be in receipt of cleared funds prior to the time of inspection. Existing EPC: if the seller has an existing EPC or wishes to supply their own, we must have sight of a receipt of purchase or order for the EPC and be provide with the RAN Number or EPC graph within 28 days of the date of these Terms.

f. Sale Boards

We are authorised to erect a 'For Sale' board at the property. You, as seller, agree not to allow the display of any other 'For Sale' board whilst our board is displayed and hereby authorise us to arrange for the removal of any other agent's board presently displayed on or at the property now withstanding the above, if You do not want us to erect a 'For Sale' board at the property please indicate here:

Yes No

7. COMPLAINTS PROCEDURE

Should the vendor, at the time, have grounds to complain about the services provided, then this can be directed in the first instance to Dewhurst Homes Limited of 10 Towneley Parade, Longridge, Preston Lancashire, PR3 3HU. Should the matter not be resolved by this method then you have the right to refer to The Property Ombudsman (www.tpos.co.uk)

8. AGENCY TERMS

By signing this agreement you confirm that we are instructed to act as selling agent for the property as either

Sole Agents for a period of weeks Multiple Agents

The Sole Agency will continue after the agreed period unless terminated by either party giving 14 days written notice.

9. AGREEMENT

You hereby confirm acceptance to the terms of this agreement. You further agree to give irrevocable authority to the solicitors acting on your behalf in this transaction to pay out of the proceeds of this sale the agreed fee plus VAT in accordance with the terms and conditions agreed herein. You give consent for surveyors acting on behalf of prospective buyers to be granted unaccompanied access.

Vendors Signature <input type="text"/>	Print Name <input type="text"/>	
Vendors Signature <input type="text"/>	Print Name <input type="text"/>	Date <input type="text"/>

Official use only Branch Date Staff ID