



## TERMS OF BUSINESS - SALES

Our Terms of Business are set out below. The following explain how our sale fee is calculated.

Please sign this form, on the final page, to signify agreement to our fees, costs, charges and terms of business and confirm authority to proceed with the marketing of your property. In the event that you do not sign this form, but proceed to negotiate sale terms with our company and agree an offer through our company, it is deemed that you have accepted our Terms of Business and conditions as detailed herewith, and are bound by them. In this agreement, any reference to "we" or "us" is to Hastings International and any joint agent, and reference to the Client will be to "you".

### 1.0 Responsibility for payment of fees, costs & charges

- 1.1 The person to whom this communication is addressed (i.e. you the Client) is personally responsible for payment of our fees, costs and charges. If more than one party is to be responsible (Responsible Party), this form should be signed by all relevant parties and their liability will be joint and several.
- 1.2 In the event that the Responsible Party does not sign this form but receives our Terms of Business whether by email, post or fax, and does not deliver to Hastings International's offices at 18 – 20 Shad Thames, London SE1 2YQ a letter or Notice of Amendment, requesting amendments to these Terms within 14 days of dispatch of the Terms of Business, the responsible party is deemed to have accepted the Terms herein stated in their entirety.
- 1.3 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 this form personally guarantees payment by the company of our fees, costs and charges.

### 2.0 Sales Fee / Commission.

Our Commission payable is normally **1.5 plus VAT 1.70% Inclusive of VAT** for Sole Agency, discounted to **1.25% Plus VAT [1.5% Inclusive of VAT]** in this instance. Sole Agency is where we are the only party marketing your property for sale. The agreed minimum period for Sole Agency is 10 weeks.

We will act as your agents with Sole Selling Rights. This means you will be liable to pay us a sales fee (in addition to any other charges or costs that we have agreed with you in writing) in the following circumstances (which are defined in The Estate Agents Act 1979):

- (i) If 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 clauses 4 and 5, we will remain entitled to our fees if during the following 6 months contracts are 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.

In the event that you choose to instruct us on a Multi-Agency basis, or instruct other agents to market your property, our Commission will be discounted to **1.5% plus VAT [1.75% Inclusive of VAT]**. Multi Agency means where you engage another party, in addition to us, to market your property for sale.

### 3.0 Timing of payment of sale fee

**You hereby irrevocably instruct your solicitors acting in the sale of your property to pay our Commission out of the completion monies and authorise us to rely upon this document as evidence of such instructions to your solicitors.**

- 3.1 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.
- 3.2 Delayed completion – If completion of the sale is due at a time more than 6 months after exchange of contracts, our Commission will become payable 6 months after exchange of contracts.
- 3.3 Assignment of contract - when exchange takes place our Commission will be due at the agreed rate upon assignment and your solicitor is given irrevocable permission to pay our fees direct from monies received on exchange.



#### **4.0 Termination of agency**

You or we may at any time terminate the agency by giving not less than 28 days written notice after expiry of the Sole Agency period. Notice by either side does not detract from our rights to charge Commission under clauses 2 and 4.

#### **4.1 Your right to change your mind**

You are entitled to change your mind within 14 days of date of signing our Terms of Business / Engagement. Under such circumstances, you must please notify us by means of a letter of cancellation to our office on [management@hastingsinternational.com](mailto:management@hastingsinternational.com), or send a letter **by registered post only**, to be received by the expiry of 14<sup>th</sup> day after signature of our terms, to:

Hastings International, 18-20 Shad Thames, London SE1 2YQ.

#### **5.0 How fees are calculated**

5.1 Our fees will be calculated by reference to the total sale price.

5.2 For the avoidance of doubt, this includes any extra allowance for curtains, carpets, furniture, fixtures or other chattels, machinery, tenant right and all quotas.

#### **6.0 Interest**

Interest will be payable at 4% above Bank of England's base rate on any invoice that remains unpaid for 14 days after payment is due.

#### **7.0 Recovery of fees**

If we find it necessary to use solicitors, debt recovery agencies, or other parties to recover agreed Commissions costs or charges due to us, you agree to pay any reasonable costs incurred by us in the recovery process.

#### **8.0 Energy Performance Certificate**

If your property was developed within recent years, we are able to obtain an Energy Performance Certificate (EPC) from public records at no cost. If, however, your property's EPC is not available through public records we can recommend a qualified provider who will charge £85 including VAT. You will be required to meet their costs in this relation.

#### **9.0 Marketing charges and other costs**

9.1 There will be no marketing costs incurred by you, as we only charge on performance, as described above. However, you are required to provide us with certain key documents as required by law, and access to the property for sale, so as to enable marketing. Such items include Energy Performance Certificate, Keys, entrance fobs and other necessary items as applicable. You, the Vendor, are responsible for the cost of provision of these items.

9.2 Unless otherwise agreed, all charges as per clause 9.1 are payable immediately upon receipt of invoice.

#### **10 Sub-agents**

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.

#### **11.0 Verification of information**

11.1 It is an offence for an agent to make inaccurate or misleading statements about property whether in sale particulars, adverts, photographs or verbal statement. This includes making statements that might give the wrong impression about a property and includes omitting facts. You will be asked to verify certain information and must assist to the best of your knowledge.

11.2 Sales particulars will be submitted to you in draft and are available on our website. You are required to check them carefully. You are required to confirm their accuracy to the best of your knowledge and belief, having made reasonable enquires where necessary. It is important to ensure accuracy with regard to such matters as length of lease, service charge, boundaries, unusual covenants, room sizes, condition, planning consents, tenancies and items to be included in the sale price.

11.3 You agree to notify us immediately of any relevant changes, which occur during the course of the sales process; in particular any changes which occur after circulation of the sales particulars which may affect their accuracy.

#### **12.0 Related services**

It is possible that a purchaser may wish to instruct us with regard to a property related service and such services may be offered by us to the purchaser. The services might include:

- (a) the sale or purchase of another property;
- (b) the rental of property;
- (c) provision of financial services;
- (d) management of property;

In such instances, we or an employee may earn some form of remuneration.

**13.0 Disclosable interests**

The Estate Agents Act requires an agent to disclose promptly, both to you and a purchaser, any connection that we or any of our employee or associates may have with either party, whether directly or indirectly, or with any member of their respective families. Should we become aware of any such interest; we will advise you promptly in writing. Should you be aware of any such connection with us you must advise us as soon as it becomes known.

**14.0 Data protection**

You agree that we may pass information about you to other Hastings International offices to assist us in fulfilling our duties.

**15.0 Complaints procedure**

We hope our service will surpass your expectations, and we will do our utmost to meet your needs. For your total satisfaction, we are members of The Property Ombudsman Scheme, and adhere to their professional Code of Conduct.

In the unlikely event that you have any problems with the service you receive from us which you are unable to resolve with the Branch Manager, you are welcome to write to the Director at Head Office, located at 18- 20 Shad Thames, London SE1 2YQ. Your complaint will be acknowledged, and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 21 days. If you remain dissatisfied, which we hope will not be the case, you are entitled to refer the matter to the Property Ombudsman within six months for a review.

Your right to pursue the dispute through the courts is not affected by the option to resolve a dispute through the complaint procedure or arbitration.

**16.0 Interpretation**

In these terms the singular includes the plural and the masculine included the feminine.

**17.0 Applicable law and jurisdiction**

The Laws of England shall apply to these Terms of Business and the English courts shall have the jurisdiction.

**Your Signature and Agreement:**

I confirm Hastings International's instructions to market the above named property for sale on my behalf, in accordance with the Terms of Business as stated herewith and at an asking price of 525000 .

**Address of Property For Sale:** Flat 3, 73 Thrayle Road, London, SW16 1NU

**Mr**                      **Ms**                      **Mrs** <sup>MS</sup>

**First and Middle Names:** Sana

**Joint Owner First Names:**

**Surname:** Khan

**Joint Owner's Surname:**

**Address:** 40 Bank street e14 5NR

**Email:** sana@mediajunkie.onmicrosoft.com

**Home Tel:**

**Office Tel:**

**Mobile Tel:** 0190 888 0708

**Signature:** Sana Khan

**Date:** 10-Oct-23 | 11:53 PM PDT



**Certificate Of Completion**

Envelope Id: B5D83E372E004997AB24CA914C78826B

Status: Completed

Subject: Complete with DocuSign: Terms Of Business - Sales.docx

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Amiyah Gyemi

AutoNav: Enabled

Saffron Wharf

Envelopeld Stamping: Enabled

18-20 Shad Thames

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

London, WA SE1 2YQ

live@hastingsinternational.com

IP Address: 46.33.159.178

**Record Tracking**

Status: Original

Holder: Amiyah Gyemi

Location: DocuSign

10-10-23 | 12:21

live@hastingsinternational.com

**Signer Events****Signature****Timestamp**

Sana Khan

sana@mediajunkie.onmicrosoft.com

Security Level: Email, Account Authentication  
(None)*Sana Khan*

Sent: 10-10-23 | 12:27

Viewed: 11-10-23 | 07:10

Signed: 11-10-23 | 07:53

Signature Adoption: Pre-selected Style

Using IP Address: 110.39.14.123

**Electronic Record and Signature Disclosure:**

Accepted: 10-10-23 | 12:56

ID: 6666fa0a-889c-4df7-8aaa-99c6420dd978

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10-10-23 | 12:27

Certified Delivered

Security Checked

11-10-23 | 07:10

Signing Complete

Security Checked

11-10-23 | 07:53

Completed

Security Checked

11-10-23 | 07:53

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, Hastings International (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

## **How to contact Hastings International:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [maglin@hastingsinternational.com](mailto:maglin@hastingsinternational.com)

## **To advise Hastings International of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [maglin@hastingsinternational.com](mailto:maglin@hastingsinternational.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

## **To request paper copies from Hastings International**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [maglin@hastingsinternational.com](mailto:maglin@hastingsinternational.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

## **To withdraw your consent with Hastings International**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [maglin@hastingsinternational.com](mailto:maglin@hastingsinternational.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

## **Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Hastings International as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Hastings International during the course of my relationship with you.