

## Terms and conditions

### Sole Selling Rights & Termination

You will be liable to pay remuneration, in addition to any other costs or charges agreed, in each of the following circumstances:

- 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 yourself;
- If unconditional contracts for the sale of the property are exchanged 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

You are liable to pay our agency agreement fee if, within six months of the end of the period during which we have sole selling rights, a memorandum of sale is issued by another agent to a buyer that we have introduced to the property or to you and where a subsequent exchange of contracts takes place in respect of such sale (whenever such exchange takes place). If no other estate agent is involved this time limit extends to 2 years.

A purchaser is deemed to be introduced to the property during the period of the agreement, where that person through our activity learns directly or indirectly about the opportunity to buy the property. This includes but is not limited to persons learning about the property (a) through another person (other than an estate agent) or a marketing medium promoting the property, such as, newspaper advertising, Internet advertising, leaflets or otherwise and (b) directly from you.

### Agency Duration & Termination

Our appointment as your agent continues until the expiry of the initial term and from that date will continue automatically until terminated by notice in writing.

Any party may terminate this agency agreement by giving not less than 28 clear days prior written notice to the other, not to take effect before the end of the initial term.

### Multiple Agency

Unless you have our written consent, you agree not to appoint any other estate agent during the period of our agency agreement.

If in direct breach of our Sole Selling Rights you appoint another agent during our appointment as your agent you will remain liable to pay our fees in the circumstances set out above under the heading "Sole Selling Rights & Termination" but at our standard Multiple Agency rate of 3% + VAT of the gross sale price.

### Sale Includes

Any transfer of assets, such as shares in a company, or any other form of transfer which has the effect of moving control of the property to another party is deemed to be a sale of the property for the purposes of this agreement. If no price or only a nominal sale price is stated then the relevant sale price will be the market value at the time of sale.

### Disclosure Obligation

If you sell the property privately or through another estate agent you must disclose to us the identity of such purchaser prior to exchange of contracts.

## Notice of statutory right to cancel

Only applies if contract NOT concluded/signed in our branch. You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract.

## Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without

## Cancellation form

To Spicerhaart Estate Agents Limited, Colwyn House, Sheepen Place, Colchester, Essex, CO3 3LD

I/We hereby give notice that I/We cancel my/our contract for the supply of estate agency services.

### Dual Fee Risk

- You may be liable to pay more than one fee if you have previously instructed another on a sole agency, joint sole agency or have sole selling rights.
- You instruct another agent during or after the period of our agency agreement.

### When Fees are Payable & Interest

Our fees are due and payable on exchange of contracts. Payment may be made from the completion (provided that completion takes place within 3 months of the exchange of contracts).

In signing this agency agreement, you hereby agree to pay to us of our agency fees and any other charges that completion takes place within 3 months of the exchange of contracts.

We reserve the right to charge you interest on any outstanding amount of all fees and expenses within 28 days of the relevant invoice date.

### Responsibility for Fees

The person(s) signing this agreement is/are responsible for the payment of the agency fee.

### Our Services & Additional Services

When you instruct us we will take prompt action to market by producing a full description and actively promote the property on our website and by acting as an intermediary between you and potential buyers. We will help you to consider offers and manage the sale process. When you have requested any additional services, we will provide them to you. When you instruct us to provide to you any additional services, we may be entitled to retain any such commission with such additional services.

### Rights in Photography

All rights to photographs taken of the property by a professional photographer appointed by us remain the property of the professional photographer. Should you wish to use such photographs you will need to agree with the photographer.

### Security & Keys

You agree that we are not responsible for the loss or theft of contents or the actions of any person who enters the property on your behalf or if it is left unattended.

Where you provide us with a set of keys for the sale and marketing of the property, we will provide you with additional copies at our expense. We will use a secure key tag system so that you can identify the particular property a set of keys belongs to.

To exercise the right to cancel, you must give notice of your decision to cancel in writing to us within the period set out below but it is not obligatory. To meet the cancellation deadline, the cancellation period has expired.

undue delay, and not later than 14 days after the event, you will not incur any liability for the reimbursement using the same method as the event, you will not incur any liability for the reimbursement using the same method as the event.

Ordered on:

Name of customer(s)

Address of customer(s)