

I N S T R U C T I O N A G R E E M E N T

As **SOLE AGENT** **JOINT SOLE AGENT**

Our Fees will be a fixed fee of

or of the selling price to include fixtures and fittings plus VAT

Based on the asking price referred to above,

Special provisions/additional costs/charges

This Agreement gives Us the right to act as Sole / Joint Sole / Multiple Agent in relation to the Property for an initial period of 12 weeks and then until terminated by either You or Us giving to the other party 2 weeks' notice in writing. Your attention is drawn to Clause 3 in the Standard Terms and Conditions on page 6.

Multiple Agency

If We act as Your Multiple Agent, You will be liable to pay remuneration (i.e. the Fee) to Us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the Property are exchanged with a purchaser introduced by Us or with whom We had discussions about the Property during the period of this Agreement.

As **MULTIPLE AGENT** Our Fees will be a fixed fee of

or of the selling price to include fixtures and fittings plus VAT

Based on the asking price referred to above, Our Fees will be

Special provisions/additional costs/charges

Your attention is drawn to Clause 3 in the Standard Terms and Conditions on page 6.

STANDARD TERMS & CONDITIONS

1. DEFINITIONS

1.1 In this Agreement the following words have the meanings outlined below.
 'this Agreement' means Part One and Part Two and these Standard Terms and Conditions.
 'Data Protection Laws' means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 1988 and any replacement to it (and from 25th May, The GDPR), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities.
 'EPC' means an energy performance certificate
 'the Fees' means the commission or the Fees set out in the relevant section on Part One and Part Two plus VAT.
 'Part One and Part Two' means the terms in Part 1 and Part 2 of this Instruction Agreement.
 'GDPR' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of public data and on the free movement of such data including where appropriate any local implementing laws as updated from time to time.
 'Introduced' means the buyer became aware that the Property was for sale as a result of any services provided by Us, including the provision of marketing materials (in whatever form) or 'for sale' boards, or as a result of any email, internet communication or any other communication whatsoever of Ours.
 'Joint and Several' means that You are personally liable to pay our Fees even if You have signed this Agreement on behalf of Yourself and any other owner(s) of the Property. We have the right to choose from which owner(s) of the Property we recover Our fees.
 'Multiple Agent' means that You have instructed Us as one of a number of estate agents to sell the Property subject to the payment of the Fees where there is an unconditional exchange of contracts with a buyer.
 'Period' means the minimum agreement period specified in Part One.
 'the Property' means the Property being offered for sale as specified on Part One and Part Two.
 'Sale' includes where the Property is subject to a part exchange if this is how you wish to proceed
 'Sole Agent' means that You have instructed Us as the only estate agent for the duration of Our Sole Agency under this Agreement.
 'Joint Sole Agents' means that you have instructed Hawes & Co and one or more additional Estate Agents to sell the property subject to the payment of the fees to be shared by the joint agents in the proportions agreed.
 'Us', 'Our', 'We' means Hawes & Co.
 'Hawes & Co' means EAHAW Ltd, an independently owned and operated Franchise business trading as Hawes & Co under licence from LSLI Limited.
 'You' or 'Your' means the Seller(s) of the Property as set out on Part One and Part Two.
 'VAT' means Value Added Tax at the rate in force at the time of an unconditional exchange of contracts on the Property.
 'Working day' means any day(s) between Monday and Friday inclusive excluding bank and public holidays in England.

1.2 The headings in this Agreement are for convenience only and do not affect its interpretation.

1.3 "Including" shall be understood to mean including without limitation and "includes" and "include" shall be understood similarly.

2. OUR OBLIGATIONS

We hereby agree to perform Our services with reasonable skill and care in compliance with the terms of the Estate Agents Act 1979.

3. YOUR OBLIGATIONS

3.1 You hereby agree with Us: Fees, costs and charges

3.1.1 to be liable to pay the Fees and (subject to clause 3.1.9) any other costs or charges agreed and incurred by Us on Your behalf in a Sole/ Multiple Agency case upon unconditional exchange of contracts for the Sale of the Property.

3.1.2 that You may also be liable to pay fees to another estate agent if You have previously instructed another estate agent to sell the same Property on a sole or multiple agency or sole selling rights basis or if You instruct another agent during or after the duration of this agreement.

3.1.3 If You (or another estate agent who is instructed by You in the case of a joint sole agreement) find a prospective buyer, You are required to disclose the name and contact details of the prospective buyer(s) and We will be required to complete Anti Money Laundering checks on any prospective buyer(s) in sufficient time and in any event prior to contracts for the sale of the Property being exchanged.

3.1.4 Fees following termination
 We will be entitled to the Fee in the event that You proceed to exchange contracts for the sale of the Property with a purchaser introduced by Us during this Agreement: (a) if this occurs within six months of termination of this Agreement and another estate agent is instructed; or (b) if this occurs within 2 years of termination of this Agreement where no other estate agent is involved in the sale. The two year time limit is also a TPO requirement.

3.1.5 Energy performance certificate
 Unless You have instructed Us to obtain an EPC on Your behalf You will provide Us with a compliant EPC before We market the Property. Where We have not received a compliant EPC We will not be able to market the Property. We charge £99 inc vat to provide an EPC.

3.1.6 Instruction to solicitor/conveyancer the final account for the Fees and other costs or charges agreed will be paid from the net sale proceeds of the Property by Your solicitor/ conveyancer at the date of contractual completion ("the due date").

3.1.7 that by signing this Agreement You will instruct Your solicitor/ conveyancer (a) to make payment on the account from the net sale proceeds at the due date (the amount due under this Agreement to be established by the production of the appropriate account issued by Hawes & Co to Your solicitor/conveyancer), (b) to notify Hawes & Co within two (2) days should You become aware that there will be insufficient net sale proceeds to settle the account, and (c) to advise Hawes & Co of Your new address.

3.1.8 Late Payment If Our Fees are not received within 7 days of the due date or the applicable date, the account continues to be due and payable by You and We will be entitled to charge interest on all sums outstanding from the due date at the rate of 1% per month until payment is received. We will also charge a handling fee of £30.00 and any costs We incur in recovering Your debt.

3.1.9 Payments All payments made by You or on Your behalf will be banked by Us on receipt and that banking by Us of such payments will not be deemed to be acceptance in full and final settlement of any part payment of amounts due and payable to Us.

3.1.10 Interim Invoices We have the right to issue interim invoices, as and when We consider appropriate, in respect of all advertising and/or other costs or charges agreed and incurred by Us on Your behalf and you agree that such sums will be paid within 7 days of any invoice.

3.2 Correct and true factual information We are obliged to disclose accurate information about the Property to prospective buyers and other interested parties. You will ensure that all information that You provide to Us about the Property is correct and true to the best of Your knowledge and that You do not omit any relevant information about the Property.

3.3 Liability Each party reserves the right to bring a claim against the other for losses, damages or costs arising from any breaches of this Agreement or other liabilities relating to this Agreement.

4. SUB-AGENTS

We may with Your consent appoint from time to time one or more sub-agents in relation to the Sale of the Property.

5. ENDING THE AGREEMENT

The following provisions apply in addition to any right You might have to cancel this Agreement under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

5.1 In the case of a Sole Agent:

5.1.1 either party may terminate this Agreement on or after the Period by giving the other party two weeks' notice to terminate at the end of the Period notice must be given two weeks prior to the end of the Period

5.1.2 We may terminate this Agreement in writing at any time on giving You one (1) weeks' notice in writing in the event that: a) Our branch identified on Part One and Part Two ceases to trade for whatever reason, or b) there is a change in ownership of the business carried out in the branch.

5.2 The rights to terminate this Agreement given by this Clause shall be without prejudice to any other right or remedy either party may have against the other in respect of the breach concerned (if any) or any other breach and Clauses 3.1 and 3.3 shall continue in force notwithstanding termination.

6. NATURE OF THIS AGREEMENT

6.1 We may transfer all rights and obligations under this Agreement in circumstances where Your rights under this Agreement are not materially affected.

6.2 You may transfer all rights and obligations under this Agreement to another person who has a legal right to sell the Property.

6.3 This Agreement supersedes all previous written agreements between the parties in respect of the Property and may not be modified except in writing and signed by both parties.

6.4 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part this Agreement shall continue to be valid as to the affected provision

6.5 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with the laws of England and Wales. All disputes arising out of or relating to this Agreement or any non-contractual obligations arising out of or relating to this Agreement shall be subject to the non-exclusive jurisdiction of the English and Welsh courts.

7. NOTICES

7.1 Any notice required by this Agreement to be given by hand or sent by pre-paid post to the last known address of the relevant party.

7.2 Any notice given by post pursuant to Clause 7.1 above, which is not returned to the sender as undelivered, shall be deemed to have been given on the third Working Day after the notice was posted. Proof that the envelope containing it was properly addressed, posted and that it has not been returned to sender, shall be sufficient evidence that such notice has been duly given.


8. THE PROPERTY OMBUDSMAN (TPO)

8.0 We are members of The Property Ombudsman (TPO), there to protect Your interests and We abide by TPO Code of Conduct. We will disclose any information relating to Sale of the Property in the event that TPO requests it. The TPO website is www.tpos.co.uk

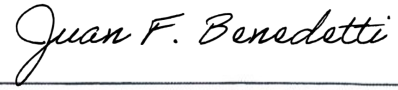
9. REFERRAL FEES

9.0 Hawes & Co may receive a referral fee from ancillary service providers (such as mortgages and insurance) for recommending their services. You are not under any obligation to use the services of the recommended providers. The ancillary service provider may be an associated company of Hawes & Co.

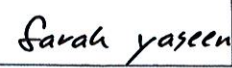
Hawes & Co is a trading name, independently owned and operated under licence from LSLI Limited by EAHAW Ltd (company number 08704006), registered in England at 5 Brooklands Place, Brooklands Road, Sale, Cheshire, United Kingdom, M33 3SD.

Signed (Sellers/for and on behalf of Seller(s))


Date
 23/05/2024

Signed (Sellers/for and on behalf of Seller(s))


Date
 07/05/2024

Signed (by Hawes & Co)
 DocuSigned by:


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