

ESTATE AGENCY AGREEMENT – TERMS

Under the Estate Agents Act 1979 and the Estates Agents (Provision of Information) Regulations 1991, we are obliged to set out and agree our terms of engagement with you. These are specified below:

The Property:

Name of Client:

Address of Client:

.....

Proposed Asking Price:

A value in the order of £ xxx rent will be sought.

TERMS OF BUSINESS

Agency Basis: Sole selling Agency (as set out below)

Term: The period from the date of this agreement until (date: the end of a period of 6 months/weeks from the date when you agree to the attached conditions) and thereafter until terminated under Condition 7 below.

Sole Agency Terms: Under the Sole Selling Agency, you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances:

- i) if unconditional contracts for the sale of the Property are exchanged or completion of the sale of the property occurs during the Term, even if the purchaser was not found by us but by another agent or by any other person, including yourself;
- ii) if unconditional contracts for the sale of the Property are exchanged or completion of the sale of the Property occurs after the expiry of the Term but to a purchaser who was introduced to you during that period or with whom we had negotiations about the Property during that period.
- iii) if at the relevant time the Property is owned by a body corporate (the Company) there is a Realisation during the Term or within the period of 12 months following the end of the Term.

For these purposes the following terms shall have the following respective meanings:

Realisation

any of these events:
a sale, issue or other disposition of shares or other securities in the Company (or any interest therein);

or

the entering into of any funding, financing or refinancing arrangement to which the Company is party or which is made in respect of the Company or the Property;

Relevant time the time at which the Realisation occurs.

iv) On the introduction of a ready, willing and able purchaser.

A purchaser is 'ready, willing and able' if s/he is prepared and able to exchange unconditional contracts for the purchase of the Property.

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if such a purchaser is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw and unconditional contracts for sale are not exchanged, irrespective of your reasons.

Commission Rate:

On exchange of unconditional contracts for the letting or sale of the Property:

The higher of £10,000 plus VAT or 10% plus VAT of the annual rental. Half paid non returnable upon exchange of contracts.

Or if sold,

1.25% plus VAT of the agreed sale price for the Property

Disbursements

Excluded from commission (and payable separately by you, whether or not a purchase is finally agreed or a ready, willing and able purchaser is introduced:

VAT, printed brochures, mailing costs, travelling costs (at 45p per mile), photographic charges, advertising costs and any additional marketing expenditure.

Withdrawal Charge:

Payable by you in accordance with clause 7(b) of the attached Conditions.

Viewing arrangements To be advised as and when applicable.

Legal Representatives To be advised.

Money Laundering Regulations

For individuals

Under the Money Laundering Regulations we are now obliged to obtain evidence of the identity of clients. Accordingly, please supply us with a certified copy of your current full valid passport for our records.

For Corporate Clients

(If not a quoted company or subsidiary of quoted company, or where the directors are not known to Lookout Development Partnership based on a long-standing relationship)

Under the Money Laundering Regulations we are now obliged to obtain evidence of the identity of clients. Accordingly, please supply us with a copy of the company's certificate of incorporation and latest report and accounts, plus evidence of the identity of at least 2 directors or the director and company secretary. A certified copy of a current full valid passport should evidence personal identity.

CONFIRMATION

I have read, understand and agree with the Terms set out above and the attached Conditions (together 'the Agreement') and I confirm my instructions to Lookout Development Partnership on this basis

I am responsible for the full payment of your fees and expenses unless it is clearly agreed with you in writing that a third party is responsible. If this is the case, the name and address of the third party will given in written confirmation to Lookout Development Partnership at or before the date of the instruction.

Should the use of sales particulars be requested I will advise you at once if any aspect of the sale particulars you are to supply to me is or later becomes inaccurate or misleading.

I will notify you immediately if there is any change in my Legal Representatives.

Without prejudice to any obligation to make payment to you when due in accordance with the terms of the Agreement I give the Legal Representatives named above irrevocable authority to pay you immediately upon completion of the sale of the Property out of the sale proceeds (after due allowance for any deposit then held by you) the remuneration and other charges payable by virtue of the terms of the Agreement, and without prejudice to the foregoing agree to provide an irrevocable authority in like terms to my Legal Representatives if they so request.

I agree that in the event of any account for remuneration or other charges payable in accordance with the Agreement remaining unpaid for more than 14 days after the due date or the date of your account, whichever is the later, interest will be payable at the rate of 3% above LIBOR. An administration charge of an additional £250 will be added to cover this action.

Terms & Conditions Policy 2013

Ref: LDP/TC01/S

P/04

I hereby authorise you to inform our Legal Representatives of our intention to sell the Property and to request them to obtain the title documents in order to prepare a draft contract as soon as an acceptable purchaser has been found, and I agree to indemnify you against all costs, claims and expenses arising from or relating to the giving of such instructions.

I am not aware of any personal, family or business relationship which exists between us and the Agent or any person / business associated with the Agent, but I undertake to advise you at once if I become aware of any such relationship.

I agree that I have the authority to enter into the Contract on behalf of the Client(s) and I warrant that decisions/instructions given by me or one of my legal representatives are given on behalf of the Clients.

I acknowledge receipt of a copy of the Agreement duly completed.

Signed as or on behalf of the Client(s)

Name:

Signature

Date: / /

Signed for and on behalf of Lookout Development Partnership

Name:

Signature

Date: / /



ESTATE AGENCY AGREEMENT – CONDITIONS

1. Disbursements
 - (a) We will make an agreed additional charge for VAT, printed brochures, mailing costs, travelling costs (at 45p per mile), photographic charges, advertising costs and any additional marketing expenditure.
 - (b) Additional costs may be incurred in arranging for sufficient information to be made available to us prior to the marketing of your property and, if this is required, the relevant costs will be invoiced to you on our normal terms (see 2(b), (c) and (d) below).
 - (c) The cost of photographs, printed brochures, advertising and other marketing requirements are additional to our commission and accordingly charged on our normal terms (see 2(b), (c) and (d) below).

2. Terms of Payment
 - (a) Our commission account may be sent to you or your Solicitor on the occurrence of each or any of the following events:
 - (i) our introducing to you a ready, willing and able purchaser;
 - (ii) unconditional exchange of contracts for the sale/letting of the Property
 - (iii) any Realisation
 - (iv) completion of the sale of the Property

 - (b) We will usually require advance payment of advertising costs by you, or we will invoice you for the actual costs of advertising.
 - (c) Payments are due within 14 days of the invoice date. We reserve the right to charge LIBOR plus 3% per month on overdue accounts. If we invoice a third party in recovering an unpaid account, an administration charge of £250 will be made to cover this action. Any grievances regarding an account should be made known to us within 7 days of the invoice date.
 - (d) All sums payable to us are exclusive of VAT which will be payable in addition thereto at the applicable rate.

3. Property Misdescriptions Act 1991

This legislation and the associated Specified Matters Order SI 1992/2834 obliges those who are engaged in the business of estate agency or property development to ensure that all information provided on offering an interest in land for sale is not false or misleading in any way. Consequently we are obliged to take all reasonable steps to ensure that the information we disclose is correct and this includes your verification of details and disclosure of any relevant information by you in order to comply with these requirements. We will require your confirmation in this regard once your instructions have been received and as a result there may be some delay in the preparation of sales particulars and other marketing information if full details are not readily available to us at an early stage.

4. Other Services

We and/or a connected person(s) or firm may offer and/or provide to prospective purchasers of the Property valuation and/or estate agency services and/or planning and development advice in respect of another property upon which their purchase is dependent. Similarly some other person or some other organisation may do so in circumstances in which we or the connected person/firm benefits financially from the provision of the service(s). If any of these circumstances arise we will notify you promptly in writing.

If we receive your instruction to sell the Property and a prospective purchaser requires assistance with the arranging of finance, whilst we are not registered to provide such services we would direct such a prospective purchaser to a company which may be able to provide such advice. We do not believe that this would have the effect of facilitating the sale of the property and we would in any event notify you in writing of any such involvement.

5. Estate Agents Act 1979 (Section 21)

We are not aware of any personal interest (within the meaning of Section 21 of the Estate Agents Act 1979) of any director or member of staff or any of their associates (as defined in the said Act) in the Property. If you are aware of, or become aware of, such a personal interest, you must notify us immediately.

6. Private Offer

Once we have received written confirmation of your instructions to sell the Property, any private approach or offer must be promptly notified to us and the full sale fee and these terms of business will apply to any such offer unless a special agreement is agreed in writing at the time of our instruction.

7. Termination of Agreement

(a) This agreement will continue on an ongoing basis unless terminated by either party giving to the other party at least 14 days notice in writing. Such notice not to expire before the end of the exclusive selling period.

(b) We confirm that, should no ready willing and able purchaser have been introduced to you for the purchase of your property, and should you withdraw the property from our agency (as in 7a above) a withdrawal charge may be made to cover any administrative costs in addition to other costs and disbursements incurred on your behalf as set out above in 1(b) and (c). These costs, charges and any VAT thereon will become payable by you within 14 days of the invoice date (see 2 above).

8. Unoccupied Property

Our service as selling agents does not include responsibility for day-to-day supervision of the property or other management functions.

9. Notification of Offers

We agree to forward to you promptly and in writing accurate details (other than those of a description which you have indicated in writing you do not wish to receive) of any other we receive from a prospective purchaser in respect of the Property.

10. Marketing

You have specifically requested that we undertake no formal marketing of the above mentioned property and our instructions are to make a direct approach to three main hotel companies, namely: Travelodge, Premier Inn and Accor to establish their interest and potentially procure offers from these parties.

If your instructions are to change:

Advertising, Print and Production

- (a) All marketing costs are subject to VAT at the current rate in force.
- (b) Apart from our agreed commission and the current rate of VAT payable on the sale of the property, all marketing items are chargeable to your account regardless of whether a sale is transacted or not.
- (c) All marketing costs quoted are approximate as:
 - (i) Media rates quoted by publications are subject to change without prior notice.
 - (ii) In some media it is not possible, due to variations in length of advertising copy, to assess the exact size of the advertisement (lineage ads).
 - (iii) Amendments after artwork is prepared may necessitate an additional charge.
 - (iv) Brochure costs may vary according to length of copy, number of transparencies / illustrations to be scanned and number of copies ordered or colours used.
- (d) In the event of the cancellation or postponement of an advertisement we reserve the right to charge the full costs of the advertisement where necessary.
- (e) The amounts quoted for advertising costs in any Marketing Programme are based on standard, published Rate Card quotations from the relevant publication plus the cost of any necessary artwork, carriage of graphic materials and administrative service costs incurred by Lookout Development Partnership in the production of that advertisement. Any advertising discounts or commissions obtained will be passed on to the client, where possible, to help offset costs.

11. Limitation of Liability
- (a) We shall not be liable to you by reason of any representation, or any implied warranty, condition or other term, or any duty, common law, or under the express terms of this Agreement, for any consequential loss or damage (whether for loss or profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, employees, agents or otherwise) which arise out of or in connection with this Agreement.
 - (b) We shall not be liable to you or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of our obligations contained herein, if the delay or failure was due to any cause beyond our reasonable control or was due to strikes, lock-outs or other industrial actions or trade disputes.
 - (c) We accept no responsibility for any mistakes or errors whatsoever that arise during the course of publication of any advertisement or promotion and shall not be liable for any loss of information or date or any damage thereto.
 - (d) Our aggregate liability under this Agreement shall be limited to the commission paid by you for services.
 - (e) All our liability under this Agreement shall terminate three months from the date on which we submit our commission account to you, and unless notice in writing of any claim under this Agreement (giving full details of the nature, extent and value of such a claim) shall have been given to us prior to such date and (unless we have agreed the amount of such a claim in writing) proceedings in respect of any such claim have been issued and served on us no later than three months after the date of such notice, failing which such claims shall be wholly barred and unenforceable.
 - (f) We shall not be liable under this Agreement to the extent that:

Such liability would not have arisen but for something voluntarily done or omitted to be done by you, or your agents otherwise than in the ordinary and proper course of your business as at the date of this Agreement; or

Such liability arises or is increased as a result of the passing of or any change in law or regulation (whether retrospectively or not) or in its interpretation or administration by the English courts, by the Inland Revenue or by any other monetary, fiscal or regulatory authority (whether or not having the force of law); or

Such liability would not have arisen but for any claim, election, surrender or disclaimer made or failed to be made, or notice or consent given or omitted to be given by you or any person connected to you or your advisors.

12. General

(a) A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

(b) This agreement shall be governed by and construed in accordance with English law and you and we agree to submit to the non-exclusive jurisdiction of the English Courts.

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