

HANNAH JAMES ESTATE AGENTS' TERMS OF ENGAGEMENT

19- 21 LIMPSFIELD ROAD, SANDERSTEAD, SOUTH CROYDON CR2 9LA TEL. 020 8657 5599
EMAIL: SALES@HANNAHJAMESESTATES.COM WEBSITE: WWW.HANNAHJAMESESTATES.COM

HANNAH JAMES IS A TRADING NAME OF MANCHESTERS SOLICITORS

Your Name(s) and address :
Telephone :
Email :
Property Address :
Interest to be sold : Freehold / Leasehold
Percentage Rate : % plus VAT
Agency Terms : Sole agency only
Asking Price : £
Minimum period of marketing: weeks
For Sale Board required: Yes / No
Accompanied viewings: Yes / No

If required payment for an EPC is as follows and can be made direct to Essential Property Marketing by telephone or to ourselves by cheque payable to "Manchesters" or by telegraphic transfer as follows:

- a) 1 to 3 bedrooms £60.00; b) 4 Bedrooms £70.00;
- c) for exceptionally large or 5 bedrooms and over POA.

This does not apply where we agree to pay for the EPC on the terms set out herein.

An EPC lasts 10 years unless changes have been made to a property that necessitate a new one so you may be able to provide us with your last one, possibly from when you bought.

1. If you instruct us we will:

- Display a photograph of your property in our office window;
- Advertise your property in the Guild of Property Professionals' regular magazines;
- Advertise your property on the internet with Rightmove, Zoopla, Boomin;
- Prepare property particulars to hand to applicants; and
- Erect a sale board (unless you specify otherwise).

2. Our fee for this work is based on the ultimate sale price and is []% (sole agency). VAT is payable in addition. We will notify you in advance of the amount of any further payments to others which may arise in the course of a sale. Our sales commission is payable at exchange of contracts but usually by way of concession this is not until actual completion provided there is no more than the usual two-to-four-week gap between exchange and completion.

3. Where we pay for professional photographs for you, and you decide to withdraw from the market within our sole agency period the partners reserve the right in their discretion to ask for the reimbursement of that element which would be £50 plus VAT of £10.

4. You are liable for our fee only if the sale proceeds to completion, when it is deductible by us from the sale proceeds. These fees are exclusive of legal disbursements.
5. We will not act for anyone but you (except where we also act for another party in the chain of transactions who is not an immediate party to your transaction). Where information comes to our notice affecting a transaction, we are at liberty to reveal this to any client of ours.
6. If at any time you feel your needs are not being met, please do not hesitate to contact the Solicitor below or the other partner named below, since it is important that your concerns are dealt with promptly and efficiently. We operate a complaints procedure, details of which are available on request and on our website.
7. Sole Agency – we are instructed on a “sole agency”, that is to say for a minimum period [] weeks from commencement of marketing you will not instruct anyone else to seek a buyer. We are entitled to our fee if you complete a sale of your property to a person who first views the property during the sole agency. We will be entitled to our fee if a sale takes place to an applicant introduced or re-introduced to the property via any other agent or privately during the sole agency period. After that time, we are only entitled to our fee if the applicant first becomes interested as a result of our efforts in 1 above or with whom we had negotiations about the property and which interest leads to the applicant completing a purchase of the Property. You should be aware that this may result in other agents’ fees becoming payable in addition, but we take no responsibility for determining at any stage whether you may become liable to pay another agent’s fee in addition to our own and we recommend that you seek independent legal advice on that prior to entering into a binding contract for sale. Subject to this minimum period you may terminate the sole agency by written notice and the Sole Agency will come to an end on the fourteenth day after we receive the notice. If you have previously advertised with an agent not long before instructing us we leave it to you to check whether any applicant we introduce to you may be treated as a previous estate agents’ applicant being mindful of the risk please of incurring more than one commission fee.
8. Once a sale has been negotiated, subject to contract, and if in our reasonable opinion the buyer genuinely continues negotiations with a view to exchanging contracts as soon as can be expected, the period of the sole agency or multi agency will be suspended and not resume until the buyer ceases so to proceed and the property is again marketed.
9. We are not valuers and are not therefore in a position to guarantee that the asking price or the ultimate price is appropriate, for any purpose.
10. It is a legal requirement to provide an EPC within the first 6 days of marketing, but it must be available in the first sales particulars or viewing so we call for this as soon as instructed. You may already have an EPC that can be reused. It is your responsibility as Seller to make sure that this is in place, but we can arrange for an Independent Energy Assessor to provide this for you, if you request that of us and put us in funds for it, unless we have agreed to provide the cost of this ourselves. Where we provide the EPC, and you cease to market through us before the end of the minimum marketing period we may ask you for reimbursement of the cost of the EPC as set out above.
11. The Buyer consents to the seller or any other associated company continuing to use photographs of the property in the sales and marketing materials of the Seller or any other Group company after Legal Completion has taken place. This will include but not be limited to using photographs to illustrate the type of properties the Seller has for sale on the Development and the Seller, or any other Group company has for sale on all or any of their other developments.

12. Please indicate your agreement to these terms by signing and returning the accompanying copy with photo ID and proof of address ID in the form of a received utility bill or council tax or bank statement which is less than 3 months old addressed to all owners and sellers. We will need to meet all sellers and see original ID. We will then carry out online ID checks on all sellers. We reserve the right not to accept instructions, with or without reason. Also, with or without reason we may choose to withdraw from seeking a buyer for you. We may choose not to act for you further or at all on professional grounds at any time.
13. Until we exchange contracts on your behalf, you are not to enter any legal obligation to sell the Property. Any prospective sale is to be "Subject to Contract". All discussions with applicants must be "Subject to Contract". We recommend you put nothing in writing: if you do write anything, be sure to head it "Subject to Contract".
14. If there is more than one of you, we act for you jointly and we will treat the instructions of any one of you as the instructions of you all and if you require independent legal advice, then each of you, as individuals, has the right to consult a separate solicitor and you should tell us if you intend to do this. In some cases, a conflict of interest or problems of confidentiality can arise, and we may then have to decline to act further for any of you in the transaction.
15. Where we are to provide accompanied viewings whilst every effort will be made to supervise the viewing applicants as closely as possible Manchesters cannot assume responsibility for breakages by viewing applicants or for loss of items and we therefore recommend that you put away all valuable items ahead of viewings. Accompanied viewings are to be carried out, at the discretion of our Sales Manager, at a time and date when the Sales Manager or the Sales Negotiator is available to conduct an accompanied viewing.
16. We do not intend to assess your property in terms of its safety for viewers but recommend you check that you have adequate occupier's liability cover on the present building's insurance just in case: we do not intend to advise you on the adequacy of that. An example of a danger would be a slippery path for instance. We discourage viewers from entering the loft for this reason, although surveyors will usually wish to do so.
17. By signing these terms, you agree we may use the front image of your property for marketing purposes until completion of your sale takes place and for up to 12 months thereafter.
18. Where we are holding client money for a client regardless of the amount we are holding please keep in mind that at any one time the FCA's deposit guarantee of £85,000 (currently) will only apply to it. It will be up to you please to ask us to account to you in order to break up the deposited funds to take full advantage of that current guarantee limit and we assume no responsibility for doing that for you and recommend you check with your bank if you have a Barclays linked account because we bank with Barclays and for the purpose of this protection account balances held by you and the balance we hold for you may be aggregated. For net sale proceeds this government protection can extend further but as this is liable to change, we do not intend to advise you. This is prone to change at any time so please keep yourselves updated by checking the relevant Yougov website regularly.
19. Kindly note that Hannah James Estates takes no responsibility for the forwarding of mail or for ensuring your property is insured and always check with your insurers that a vacant property will not affect the cover and get that confirmation in writing.
20. For purely estate agency related business as opposed to anything that may have a legal bearing our regulator will be The Property Redress Scheme, and our membership number is PRS004386 (theprs.co.uk). This regulator will be appropriate for instance in matters to

be brought up by non-Clients of ours. Otherwise, our regulator is the SRA, www.sra.org.uk and our membership number is 58391.

21. The Consumer Protection from Unfair Trading Regulations 2008 (as amended).

If you are selling in a business capacity these regulations have introduced a separate duty of care on the part of a seller placing greater emphasis on the importance of not misleading a buyer by providing incorrect or ambiguous information or by omitting to provide material information. As your Estate Agent, we are under a duty under these regulations whether or not our Client sells in a business capacity to consider the buyer's rights under these regulations to the extent that if material information comes into our hands such as an adverse survey or adverse title information we may have to consider in that situation whether we are obliged to disclose that to a buyer and may have to point out that it is in your interests to disclose that but only with your permission and if permission is not forthcoming then we may not be able to continue to act. This duty extends to disclosing a piece of material information even if its exact contents is unknown by us. A buyer may have additional rights of redress under these regulations for non-disclosure including the right to cancel the transaction and seek damages.

22. General Data Protection Regulations (GDPR)

For our GDPR Privacy Policy Please visit this web link [Privacy Policy](https://www.iubenda.com/privacy-policy/11788586/full-legal) <https://www.iubenda.com/privacy-policy/11788586/full-legal> By signing these terms you will be taken to have agreed to this and we will assume that you are happy to be contacted by text, email phone and by post for the purposes as stated in these terms unless you indicate otherwise in writing.

The solicitor partner to act for you and supervise your matter will be: James Manchester and the supervising partner will be: Andrew Durman.

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ID requirements

I would typically need to check your ID in the following ways for each person and then conduct an electronic ID search to which I will assume you are agreeable if you confirm you wish to instruct me on this basis:

Unless you personally know the signatory of a document, you must ask the signatory to provide evidence of identity, which you must carefully check. You should check the signatory's identity against two of the documents from list A and one of the documents in list B:

List A

- a valid full passport; or
- a valid H M Forces identity card with the signatory's photograph; or
- a valid UK Photo-card driving licence; or
- any other document listed in the additional list A in **part 2 of UK Finance Lender's handbook (any lender) viewable online from time to time.**

List B

- a cheque guarantee card, credit card (bearing the Mastercard or Visa logo) American Express or Diners Club card, debit or multi-function card (bearing the Switch or Delta logo) issued in the United Kingdom with an original account statement less than three months old; or
- a firearm and shot gun certificate; or

- a receipted utility bill less than three months old; or
- a council tax bill less than three months old; or
- a council rent book showing the rent paid for the last three months; or
- a mortgage statement from another lender for the mortgage accounting year just ended; or
- any other document listed in the additional list B in **part 2 of UK Finance Lender's handbook (any lender) viewable online from time to time.**

To agree the above terms, would all sellers and owners please sign below.

.....
Signature Date

.....
Signature Date

.....
Signature Date

.....
Signature Date

Where one or more of our staff personally attends on you away from our offices and invites you to sign these terms of engagement whilst away from our premises and in their presence, or you telephone to accept them or you email your acceptance of them then please note that the following Notice then applies to you (but not otherwise):

NOTICE OF YOUR RIGHT TO CANCEL THE CONTRACT

1. We are Manchesters Solicitors practising as Manchesters Solicitors and as Hannah James Estates at 19-21 Limpsfield Road Sanderstead South Croydon CR2 9LA
2. The contract or offer is identified by its date and the address of the property to which it relates.
3. You have a right to cancel the contract if you wish and this right can be exercised by delivering or sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within the period of 14 days starting with the day of acceptance of this contract.
4. The name and address of the of the person to whom a cancellation notice may be given is: James Manchester of Hannah James Estates, 21 Limpsfield Road, South Croydon, CR2 9LA and his email address is: james@manchesters.co.uk
5. Notice of cancellation is deemed to be served as soon as it is posted or sent (or in the case of an electronic communication from the day it is sent) to us.
6. You can use the cancellation form provided if you wish.

CANCELLATION NOTICE

1. If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.
2. (Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)
3. To: James Manchester, Manchesters, 21 Limpsfield Road, South Croydon CR2 9LA
4. I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) contract:
5. *date of contract:*
6. *address of property:*
7. Signed:
8. Name and Address:
9. Date: