

STANDARD TERMS & CONDITIONS OF APPOINTMENT

(Use for Property & Land Sales – Residential & Commercial, Including Commercial Leases & Going Concern Business's To Be Sold Via Leasehold Terms)

(In accordance with the Estate Agents Act 1979, The Estate Agents Provision of Information Regulations 1991 & Subsequent CPR Legislation)

Important Notice - This is a legal document. Please take time to read it carefully and ask any questions relating to the terms and conditions below before signing

1. **APPOINTMENT.** Instructions for appointment as selling agents are accepted with sole selling rights on a sole agency basis for an initial minimum term of appointment of 6 months (unless any overriding special terms have been agreed and shown in section 32 below).
2. **MARKETING.** Property of any description will be marketed at the price agreed between Barbara Rees Ltd and the client (or any legally appointed / authorized representative thereof). The marketing price shall (in the opinion of Barbara Rees Ltd and the client), represent the then prevailing "open market asking price", but not necessarily the final contract or sale price, which may be subject to amendment, negotiation or offer. Any offer accepted by the client, which proceeds to practical completion, shall, at the time of practical completion, be deemed to be the best price achievable and upon practical completion, the contractual obligations of Barbara Rees Ltd, acting as agent via this contract, shall be deemed to have been properly and fully discharged.
3. **COMMISSION / FEE PAYMENT.** Shall become due and payable to Barbara Rees Ltd by the client (or any legally appointed / authorized representative thereof), via the scales shown in clauses 4, 5, 6 and via the method shown in clauses 7 to 14 (save where any special terms have been agreed and recorded in section 32 Special / Overriding terms (overleaf)).
4. Residential property sales 1.75% (subject to a minimum sale fee of £1,500.00 (unless stated otherwise in S32).
5. Commercial property sales 3.5% plus a non refundable registration fee £150.00 (all commercial fees are subject to a minimum fee, as quoted in S32)
6. Lease disposal and assignment 3.5% of any single premium and / or 15% of the annual (current or 1st year's) full contracted rent paid under the terms of the lease, plus a non refundable registration fee of £150.00 (all commercial fees are subject to a minimum fee, as quoted in S32).
7. **METHOD OF FEE CALCULATION.** To calculate the fee due, simply multiply the gross property sale price by the percentage fee rate, unless a Fixed Fee has been agreed and this will be stated overleaf. (Please refer to section 31 overleaf for an example of the fee due to Barbara Rees Ltd). All fees are subject to the minimum fees quoted in clauses 4,5 and 6 above.
8. **SETTLEMENT OF AND LIABILITY TO PAY FEES.** Fees due under clauses 4,5 and 6 are to be discharged in full and out of the sale proceeds received by the client's appointed solicitor, conveyancer or legally appointed / duly authorized representative, immediately on, or no later than 3 days after practical completion and where insufficient funds are received by the client's solicitor, conveyancer or legally appointed / authorized representative, the client will place them in sufficient funds, to fully discharge the fee amount due to Barbara Rees Ltd. If any fees remain unpaid for more than 10 days, late payment interest will become due and payable at Bank of England base rate plus 5% and will be charged on a daily basis.
9. **SOLE SELLING RIGHTS.** You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances:-
 - a. 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 (as the client).
 - b. 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.
10. **SOLE AGENCY.** You will be liable to pay remuneration 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 :-
 - a. With a purchaser introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period
 - b. With a purchaser introduced by another agent during that period.

(For the purposes of clarity "negotiations with a prospective buyer" includes Barbara Rees Ltd furnishing the buyer with information about the property via any mode of advertising, the distribution of sales particulars, the erection of a for sale board and / or property information having been obtained by a buyer via the internet, directly from the vendor or any other third party).
11. **JOINT or MULTIPLE AGENCY.** Where Barbara Rees Ltd agrees to act as the joint or multiple agent, Clauses 9 & 10 do not apply and you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in the following circumstances:-
 - a. If unconditional contracts for the sale of the property are exchanged in the period during which we have joint or multiple agency selling rights and the purchaser was introduced by us.
 - b. If unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have joint or multiple agency 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.

NB. Where a joint or multiple agency has been agreed the fee scales applicable to the joint or multiple agency appointment will be set out in the special conditions and overriding terms, please refer to section 32 below.

(For the purposes of clarity, Barbara Rees Ltd is not prepared to compete against the person / client we are acting for and where we are appointed via a sole selling rights contract, or a joint or multiple agency contract, the vendor's selling rights are specifically prohibited and should the vendor enter into any negotiations directly or indirectly with a purchaser, that eventually leads to unconditional exchange of contracts and practical completion, including that of a property part exchange scheme irrespective of whether or not the part exchange scheme was introduced or negotiated by Barbara Rees Ltd, the client is still liable to pay remuneration in full to Barbara Rees Ltd).
12. **READY WILLING AND ABLE PURCHASER.** A purchaser is a "ready willing and able" purchaser if he / she / they are prepared to exchange unconditional contracts for the purchase of your 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 the same are not exchanged, irrespective of your reasons.
(For the purposes of clarity, Barbara Rees Ltd reserves the right to invoke this clause where a seller withdraws from the sale of a property without good reason and an example of this would be, where solicitors have been formally instructed and the seller proceeds to exchange of contracts but changes their mind at the last minute).
13. **DOUBLE COMMISSION WARNING.** If the client does instruct another agent, with or without the consent and amendment of the terms agreed herein, the client may be liable to pay both agent's fees and where any dispute arises, the client hereby agrees that the terms of this contract shall prevail and have priority over any third party / additional arrangements.
14. **ADDITIONAL CHARGES.** The agent may recommend additional marketing activity for the client's property and where this is agreed with the client, the agent will invoice the client for any additional charges and the client will settle the agent's fee account within 7 days of invoice. The agent will not incur any additional costs without first agreeing the terms and costs of any additional services beforehand. Any additional services arranged on behalf of the client maybe subject to Vat at the prevailing rate.
15. **EXTRA SERVICES.** By law, the agent must tell the client if the agent or any connected person intends to earn any commission or remuneration from offering the client or a buyer, other services and where any commission or remuneration is received by the agent or connected person, it will be kept by the agent or connected person. The client accepts this and authorizes the agent or any connected person to provide extra services to the client or a prospective buyer. The services that will be provided via the agent are, sales, lettings or valuations, legal and / or financial services and insurances. These services will be provided either directly by Barbara Rees Ltd or an approved / regulated / connected professional 3rd party.
16. **PROPERTY DETAILS.** Property details will be compiled in accordance with relevant legislation and a copy of the property details will either enclosed herein or will follow shortly. It is your responsibility as the client to check these details to ensure their accuracy and report in writing to Barbara Rees Ltd, any item that may be incorrect or requires amendment. Where applicable you should also forward Barbara Rees Ltd copies of any guarantees or warranties applicable to your property.
17. **PERSONAL INTEREST.** If Barbara Rees Ltd, any employee, connected person or close relative of Barbara Rees Ltd, has or expresses an interest in any property, declaration to this effect, shall be disclosed at the earliest possible opportunity. Should the client be aware of any close links or potential conflict of interest in giving these instructions you are required to notify Barbara Rees Ltd as soon as possible.

18. **SIGNBOARDS.** The client consents to the agent erecting a for sale board at the property (save where prior written notice NOT to erect a board has been given to the agent by the client). The agent undertakes to erect a sign board in compliance with Town & Country Planning Control of Advertisements regulations 1992 (as amended) and the sign board shall bear the name of Barbara Rees Ltd. Should the client or another agent subsequently breach the regulations by erecting another signboard or non compliant placard, the client provides Barbara Rees Ltd with a full indemnity against any prosecution arising out of such action.
19. **MARKETING ISSUES.** Occasionally, Barbara Rees Ltd may wish to appoint a sub agent on a fee share basis and where applicable, the client accepts the appointment of a sub agent at the sole discretion of Barbara Rees Ltd.
20. **ACCESS TO PREMISES.** Where Barbara Rees Ltd holds the keys to the property we will accompany any viewings, unless otherwise agreed with the client beforehand, that the client will allow unaccompanied viewings to be undertaken. It is usual practice for the agent to release the keys to the property to certain industry professionals (e.g. the buyer's mortgage or other appointed surveyor / engineer / technician) and subject to the agent first identifying the Industry Professional, the client agrees to the release of the keys to such parties. Under no circumstances will the keys be released to a prospective buyer or unknown third party without first obtaining the client's authority. Similarly, the client agrees to allow the agent free and unrestricted access to undertake viewings at reasonable times during the day, evening or weekends, subject to advance notice of any viewing being given to the client by the agent via any means of established communication, including, telephone, email, text, fax or written notification. Barbara Rees Ltd accepts no responsibility whatsoever for any goods chattels or contents that remain with a property that is being marketed for sale or rent.
21. **OFFERS.** Will be conveyed by the agent, to the client, promptly and via one of the following methods, written communication, fax or email, unless the offer is of an amount or type which the client has instructed the agent not to pass on. In return, the client undertakes to inform the agent of any direct approach from a buyer and / or furnish the agent with details of any discussion or communication that leads to an offer being put to, or received by the client, from any prospective purchaser, howsoever received by the client.
22. **ENERGY PERFORMANCE CERTIFICATES (EPC).** Apart from a few exceptions, most residential and commercial properties require an EPC for them to be marketed.
23. **PROVISION OF AN EPC.** For residential & Commercial properties an EPC must be commissioned at the time of instruction to market the property and the seller and estate agent must use all reasonable efforts to ensure that the EPC is available within 28 days of the property going on the market. There are severe financial penalties enforceable by Trading Standards for failing to comply with the regulations relating to the provision of an EPC.
24. **TERMINATION & WITHDRAWAL CHARGES.** Should the client wish to terminate the contract within the initial agency period, fourteen days advance written notice is required and a cancellation fee in the sum of £150.00 will become due and payable immediately. Should the client cancel the contract and later sell to a buyer, the conditions of clauses 10 or 11 above will apply and the client will still be liable to pay full remuneration to Barbara Rees Ltd. Should the property not sell during the initial marketing period, this contract will continue until the earlier of:-
 - a. A buyer is found and the sale of the property is completed.
 - b. The client serves 14 days written notice of cancellation on the agent and pays the cancellation fee.
 - c. Should Barbara Rees Ltd elect to cancel this contract, we will give the client 14 days advance written notice of cancellation.
25. **ASSIGNMENT & OWNERSHIP.** Barbara Rees Ltd reserves the right to transfer or assign this contract for the purposes of sale, amalgamation or merger and where applicable, written notice to this effect will be given to the client.
26. **RULES OF CONDUCT.** The Agent is a member of the NAEA and has agreed to abide by its Rules of Conduct and Code of Practice.
27. **OMBUDSMAN FOR ESTATE AGENTS.** The Agent is a member of the OEA (Ombudsman for Estate Agents) and follows the OEA Code of Practice. The Client agrees that the Agent may give information about the sale of the Client's property to the Ombudsman, if the Client has registered a complaint and they ask for that information. The Client also agrees that the Agent may give the Client's contact details to OEA Ltd (if they ask for it) to help them monitor how the Agent is following the Code of Practice. A copy of the Code of Practice and the Consumer Guide is available from www.oea.co.uk
28. **DISCRIMINATION.** The Agent will not discriminate against any person under the definitions of The Sex Discrimination Act 1975, The Race Relations Act 1976 or the Equality Act 2006. The Agent will not discriminate, or threaten to discriminate against any prospective Buyer of the Client's property because that person is, will not be, or is unlikely to be accepting services that the Agent will (directly or indirectly) provide.
29. **DATA PROTECTION.** The agent is registered under the Data Protection Act and General Data Protection Regulations (GDPR)
30. **MONEY LAUNDERING.** Under the Money Laundering Regulations 2007 and The Proceeds of Crime Act 2002 the Agent is legally obliged to verify the identity of the Client through sight of legally recognized photographic identification (e.g. passport, photographic driver's license) and documentary proof of address. Similarly corporate clients are also required to furnish us with appropriate ID. Barbara Rees Ltd will request the requisite information upon instruction.

31. EXAMPLE OF FEES DUE TO BARBARA REES LTD. Based upon the initial asking price of £6,750 p/a and the commission rate applicable, if the property was sold for the asking price, the fee due to Barbara Rees Ltd would be >>>>	£ 750-00
<i>Notice to clients;- Please remember that all fees are subject to the minimum fees quoted overleaf in clauses 4,5 & 6 and where a fixed rate fee has been agreed or other form of fee scale this will be detailed below in section 32 Special / Overriding Terms.</i>	

BARBARA REES LTD CONTRACT REFERENCE	BR3967TP
CLIENT DETAILS (NAME / S)	Mr Andrew David Coleman
CLIENT'S PERMANENT ADDRESS & POSTCODE	15 Maes Cefn Mabley LLantrisant Pontyclun CF72 8GA
CLIENT'S TELEPHONE / FAX NUMBERS	07970626487
CLIENT'S E – MAIL ADDRESS	Andycoleman030@gmail.com
ADDRESS & POSTCODE OF THE PROPERTY TO BE SOLD	Unit 4 Ely Workshops Penrhiwfer CF40 1RL
SOLICITORS / CONVEYANCERS DETAILS NAME, ADDRESS & POSTCODE	N-a
TEL / FAX NUMBERS	
E MAIL	
SPECIAL CONDITIONS OR OVERRIDING TERMS AGREED (Section 32)	Board fee £ waived, Discounted Letting fee £750-00, Lease Draft £250-00, Deed of Rent Deposit £250-00

CLIENT DECLARATION. In giving these instructions, I/we the client/s (or appointed agent / representative thereof) confirm that I/we are either the legal and beneficial property owner or, in the case of a "third party agent or representative thereof" instruction, I / we have the authority to give these instructions for the property to be marketed by, and contracted to Barbara Rees Ltd. I / we instruct and authorize Barbara Rees Ltd to act on my/our behalf and I / we unconditionally accept these terms of business and conditions of appointment. Furthermore, I/we agree to remunerate the agent, (in full and without deduction of any sum) as described herein. I/we the client/s confirm that the property particulars prepared by the agent are in accordance with our instructions and the information that I/we have given to Barbara Rees Ltd. for the purposes of marketing the property, can be relied upon, as being true and accurate. I/we the client/s hereby provide Barbara Rees Ltd with a full indemnity against any and all proceedings, and or, any prosecution of a legislative/civil/criminal nature, that arises from the giving of these instructions.

CLIENT SIGNATURE / S & DATE >>>>	Date
Please sign, date and return this document, along with the requisite ID and Data Protection Declaration to the Issuing Branch Of Barbara Rees Ltd, shown with a X in the box here >>>>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <input checked="" type="checkbox"/> </div>

Barbara Rees Ltd 103 Dunraven Street Tonypanydy CF40 1AR