

Sales Terms & Conditions

Definitions

"You", "The Client" or "The Owner(s)" or "The Vendor(s)" – the sole/joint owner(s) of the property named on the instruction form at the end of the Terms & Conditions.

"The Agent" – referring to the company trading as Hawk & Chadwick Estates Limited, Hawk & Chadwick, or Hawk & Chadwick Estates

"The Property" – together with fixtures furniture appliances and effects

"The Purchaser" or "The Buyer" – any purchaser or purchasers of the Property introduced by Hawk & Chadwick Estates Ltd

When instructing Hawk & Chadwick to act as selling agent the Owner or Landlord of the Property agrees to the following terms and conditions.

1. Types of Agency and our Authority to Act

1.1 All Hawk & Chadwick agreements will be Sole Agency by default unless otherwise specified on the signature pages of this agreement. Upon instructing us to market your property the following provisions will apply.

1.2. You will be liable to pay our commission in full (as agreed and stated later in this document), 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) A ready willing and able purchaser introduced by us or the client during the period of Sole Agency or with whom we had negotiations about the property during that period or (b) A ready willing and able purchaser introduced by another agent during that period.

1.3 Where we are instructed under a joint agency agreement, you will be liable to pay our commission in full (as agreed and stated later in this document) 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) A ready willing and able purchaser introduced by us or the client during the period of Joint Agency or with whom we had negotiations about the property during that period or (b) A ready willing and able purchaser introduced by another agent or the client during that period. Under such circumstances we will retain our full fee and the Joint Agent will receive no remuneration.

1.4 Multiple Agency is the situation where we are instructed along with one or more other agents in respect of the sale of the same property, but only one agent is to be entitled to a fee on the sale of the property.

1.5. In the case of Multiple Agency, you will be liable to pay in full our standard commission if at any time unconditional contracts for the sale of the property are exchanged with a ready willing and able purchaser introduced by us or yourselves as our client during the period of our agency or with whom we had negotiations about the property during that period.

A ready willing and able purchaser is deemed to be a person or persons able to exchange unconditional contracts for the purchase of your property.

Please Note All commission payments are subject to a minimum fee of £800 unless otherwise agreed in writing by a Director. Our fee is payable on the agreed sale price, any subsequent re-negotiation of price and, for the avoidance of doubt, includes any extra allowance for curtains, carpets, furniture, fixtures, fittings, parking spaces or chattels that are sold as part of the transaction.

DOUBLE COMMISSION WARNING

If the client has instructed another agent on a sole agency or a joint sole agency or a sole selling rights basis the Client is strongly urged to check, whether by instructing this agent in addition to ourselves, the Client will be liable to pay both agents' fees.

2. Length of Agreement

2.1. This agreement will be in force for 90 calendar days from the date of signing the agreement.

2.2 We will review this contract at the end of the 90 calendar day period at which point you will have the option to renew for a further 90 calendar days should you so wish.

2.3 If no action is taken to cancel or renew at the time of review, the contract will automatically renew for a further 90 day period.

2.4 Should you decide not to renew the contract after 90 calendar days has elapsed there will be no charge or penalty to you. Please see section 13 for more information on your right to cancel.

3. Offers

3.1 We will submit all offers made on your property within 24 hours of receipt of the offer. All such submissions will be made in writing either by email, text or by post. We will only elect to cease sending you any offer below a certain price should you inform us of your instructions to automatically reject these offers. Any such instructions must be made to us in writing.

4. Conditional Contracts

4.1 In the case of a conditional contract, an unconditional contract will be deemed to have been exchanged on the date of the satisfaction of the last condition or, if earlier, on the date of the completion of the transaction notwithstanding any condition remaining to be satisfied.

5. Termination of our Agency

5.1 You or we may terminate the agency at any time once the initial 14 day cooling off period has expired by giving not less than 30 calendar days written notice during which time our Sole Agency contract will remain in force. Termination of the agency (howsoever it occurs) shall not affect your liability to pay our commission in the event that we introduce a ready willing and able purchaser to the property.

5.2 In the event that our agreement is terminated, any ready willing and able purchaser originally introduced by us with whom you later agree a sale will incur a liability to pay us our commission in full as agreed under the terms of this agreement. This shall remain in force for 6 months following the date of the signing of this agreement.

6. for Sale Board

6.1 With your consent we will place a "For Sale" board outside your property. In accordance with planning regulations, only one board may be placed outside a property. We are jointly responsible, in law, for ensuring compliance with this requirement.

6.2 Where a "For Sale" board is placed outside your property the board remains the sole property of Hawk & Chadwick Ltd and no other sign, fixture, notice, advertisement or other attachment may be affixed to the board or associated pole.

6.3 In instances of Multi or Joint agency, competitor's boards must be independently erected without interference to our property. We reserve the right to charge clients a board replacement fee of £50.00 for any damage incurred to our boards or poles as a result of failing to instruct joint or multiple agents as to the nature of this clause.

6.4 In instances of Multi Agency you agree to allow us to erect our board to the exclusion of competitors where applicable or necessary to comply with the appropriate regulations.

7. Ownership of the Property

7.1 We will rely solely up on your representations that you (and any joint owner of the property) have authority to submit the property for sale and that you are responsible for the payment of our fees. If anybody else either owns the property or is to be responsible for payment of our fees, you must advise us in writing with the name and details of such person.

7.2 When more than one person is to be responsible for the payment of our fees their liability will be joint and several.

8. Compliance with the Consumer Protection from Unfair Trading Regulations 2008 and the Business Protection from Misleading Marketing Regulations 2008

8.1 Under the new regulations which have replaced the Property Misdescriptions Act 1991, the particulars of sale for the property must be accurate. Neither you nor we must make any statement (whether oral or in writing), nor withhold any relevant information which may be false or which may mislead a purchaser or have a material effect on their transactional decision. We must use our best endeavors and "due diligence" to avoid the commission of offences. We will ask you to check and approve the particulars of sale and confirm their accuracy to us, and we will ask you to disclose any knowledge pertaining to matters which one might reasonably expect to have an influence on the transactional decisions of the purchasing party. In signing these terms and conditions you confirm that you have disclosed all such information to us in full for our records. The Vendor shall indemnify Hawk & Chadwick against any claim made in respect of the property or any misdescription or omission herein that may arise wholly or partially out of the act or default of the Vendor(s).

8.2 You agree to notify us immediately of any relevant changes which occur during the sale process; in particular any changes which occur after approval of the particulars of sale which may affect their accuracy.

8.3 You must also instruct your solicitor to answer any points we raise with them about the property or its legal title.

9. Payment of Accounts

9.1 Our commission becomes payable upon exchange of contracts with the purchaser and must be paid no later than completion date of the sale of the property by your solicitor from the proceeds of sale, unless you receive agreement to later payment terms in writing from a Director. By instructing us as your agent, you irrevocably authorise your solicitor to pay our commission at completion out of the sale proceeds and you agree to inform your solicitor of this clause in your agency contract.

9.2 If following exchange of contracts, completion of the sale fails, any commission shall become due and payable on the date on which completion was due to take place or, if earlier, the date of notification of failed completion. You agree to instruct your solicitors to pay our commission from any deposit monies which are or become payable in respect of the sale.

9.3 If completion of the sale is delayed for more than 60 calendar days after exchange of contracts, we reserve the right to invoice you for any properly payable commission 60 calendar

days after exchange of contracts. Any such commission will be payable on the date stated in the invoice.

9.4 The responsibility for the payment of our fees remains with the client named herein. The Agent will submit his account to the Client's Solicitor/Licensed Conveyancer who should settle the payment no later than the date of Completion or 60 calendar days from the date of exchange of contracts on the property, whichever is sooner.

9.5 In the event of late payments we reserve the right to charge a late payment penalty of £50.00 which will be added to our final invoice. Interest will also be payable at the annual rate of 4% above the Natwest base rate on all sums due to us that remain unpaid after the day of completion.

9.6 In the event that we are forced to instruct solicitors or other parties to recover our commission, costs or charges, you shall indemnify us against any reasonable costs and expenses incurred by us in doing so.

For the avoidance of doubt, our commission becomes due and payable where the property is sold by way of

- (a) A contract for the sale and purchase of the property; or
- (b) A contract for the sale and purchase of shares or other securities in the underlying owner or owners of the property; or
- (c) A contract for the grant of a long leasehold interest; or
- (d) Any combination of the above; or
- (e) any other means by virtue of which beneficial ownership of and/or control over the property is transferred by you to the purchaser.

10. Sub-Agents

10.1 We may instruct sub-agents on your behalf where we consider such a step to be in your best interests and by accepting our terms and conditions you give permission for this. This will not involve you in any extra charge unless previously agreed with you.

11. Data Protection

11.1 We will use the personal information which we collect about you on the above form for the purposes of carrying out our obligations under our contract with you.

11.2 We will not pass your details to a third party without your express permission.

11.3 By accepting our terms and conditions you consent to using your personal information for the above purposes.

11.4 We are registered with the Information Commissioners Office as is required by law and we are fully compliant with the Data Protection Act 1998.

12. Energy Performance Certificate (EPC)

12.1 An EPC that is no more than 10 years old is required for any dwelling offered for Sale or to Let as of 1st October 2008. It is the Owners responsibility to ensure that the EPC is in place and available for prospective buyers to view once the property is on the market. The Owner could be liable for a fine if a property is found not to have an EPC and has been actively on the market.

13. Right to Cancel

13.1 You have the right to cancel this contractual agreement within 14 of signing this contract without giving any reason whatsoever.

13.2 The cancellation period specified will expire after 14 days from the day that your instructions were received by us in writing.

13.3 To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax, or email). You may use the attached model cancellation form on the final page of this document however this is not obligatory.

13.4 To meet the cancellation deadline, it is sufficient for you to send your communications concerning your exercise of the right to cancel at any time during the cancellation period as long as you do so before the cancellation period has expired.

13.5 Once the cancellation period has expired we will be engaged in our standard 60 day Sole Agency agreement (unless otherwise agreed) as stated above.

13.6 In the event that you decide to cancel our agreement at any point within the first 60 calendar days after the expiration of the statutory cancellation period or the signing of the cancellation waiver below (whichever is the sooner) we reserve the right to invoice you for all charges incurred by way of photography, advertising and marketing of the property. We will also charge a £50.00 administration fee to cover our costs.

13.7 Where our services are deemed to have been performed and therefore completed under the terms of this contract within the 14 day cancellation period you will still be liable to us for our full fee.

14. Effects of Cancellation

14.1 Should you decide to cancel this contract, we will reimburse to you all and any payments received from you in relation to the contract, if applicable.

14.2 If you requested to begin the performance of services during the cancellation period by signing the cancellation waiver section (immediate marketing declaration) below, and you then go on to cancel this agreement after we have commenced performance of our services to you, you agree to pay us an amount which is reasonable and in proportion to



cover the services as performed up until the moment you have communicated to us your intention to cancel this contract, in comparison with the full coverage of the contract.

15. Special Condition(s)

Stated below are any special conditions as agreed between Hawk & Chadwick and the vendor and will apply to the terms of this agreement.

16. Force Majeure

16.1 Neither party will be held liable for failure to perform or discharge their obligations under this contract, except with respect to payment obligations, where the failure to perform is solely caused by;

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or
- any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other's inability to perform may elect one of the following remedies (a) to terminate this agreement in whole or in part; or (b) to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party, which may include locating and arranging substitute services if necessary.

17. Severability

ESTATE AGENTS
&
LETTING AGENTS

HOME COUNTIES
HERTS, BEDS & BUCKS

17.1 If the final judgment of such court or arbitrator declares that any term or provision hereof is invalid, void or unenforceable, the parties agree to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the original intention of the invalid or unenforceable term or provision.

18. Estate Agents Act 1979

The Estate Agents Act 1979 provides amongst other matters that anyone engaged in estate agency work or their relatives or associates must disclose their interest in any property with which they are dealing. Applicable in this Transaction (delete as appropriate) **Yes / No**

If Yes, please give details

19. Money Laundering

19.1 The Money Laundering Regulations 2003 require estate agents to obtain evidence of the identity and proof of address of all parties involved in the sale of property. You undertake to provide Hawk & Chadwick Limited with identification and proof of address which is neither false nor misleading.

We are able to accept a Passport, Driving License or photographic ID along with proof of address in the form of a Bank Statement or Utility Bill dated within the last three months.

Unfortunately we are unable to accept mobile phone bills or other addressed documentation save those noted above.

20. Complaints Procedure

Should you wish to make a complaint, please contact us to request a copy of our complaints procedure. Hawk & Chadwick Ltd are full members of The Property Ombudsman and we adhere to their codes of practice, a copy of which is available upon request.



ESTATE AGENTS
&
LETTING AGENTS

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I/we confirm that I/we wish to instruct Hawk & Chadwick Limited (hereinafter referred to as "we", "us" or "our") to act as selling agent on a MULTI AGENCY basis along with Frosts St Albans in respect of my/our property as stated below;

Property Address:

Fee: % (VAT payable? Y_ N_)

Asking Price / Listing Terms Agreed:

Client Signature(s) _____ Name(s) _____ Date _____

Agent Signature _____ Name _____ Date _____

If this contract is not signed by all owners of the property, then the signatory (ies) confirm(s) that he/she is/are authorised to sign this contract on behalf of all owners of the property.

NOTES/SPECIAL TERMS AGREED:

**IMPORTANT! Please read
Special terms agreed must be signed off by the Director of the company**

HAWK & CHADWICK ESTATES LTD

Call: 01582 346111 Email: info@hawkandchadwick.co.uk

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Company number 10127971



ESTATE AGENTS
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HOME COUNTIES
HERTS, BEDS & BUCKS

IMMEDIATE MARKETING DECLARATION.

We will not market your property or perform any services under the terms of this contract within the initial 14 day cooling off period. In the interests of expediting the marketing of your property, you may request that we take action immediately to secure a buyer for your property, however we must make you aware that should you later decide to cancel our agreement having authorised such action we will hold you liable for a proportion of our reasonable costs incurred in marketing and advertising the property on your behalf.

I/we hereby grant express permission for Hawk & Chadwick Ltd to commence the delivery of services as agreed within this contract in the full knowledge that we may be held liable for a reasonable proportion of the costs stated.

NAME(S) _____

SIGNED _____ DATE _____

Our reasonable costs may include printing costs, newspaper advertising, online portal advertising, premium listing fees, additional photography services, disbursements and other costs associated with marketing and advertising a property irrespective of the value of that property. Copy invoices for any costs cited will be made available to you upon request.

HAWK & CHADWICK ESTATES LTD

Call: 01582 346111 Email: info@hawkandchadwick.co.uk

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