

TERMS AND CONDITIONS OF THE PETER BALL & CO AGENCY AGREEMENT (TERMS OF BUSINESS)

Initial Marketing Price

The initial Marketing Price referred to is not a formal property valuation. The marketing Price can be varied upon the written instructions of the Seller but will not affect this agreement.

The Agent has not carried out a structural examination of the property but it is assumed that there are no defects, covenants, or conditions affecting the property and that it will be offered with vacant possession.

Commission Fees

Commission based on a percentage fee will be calculated on the total contract sale price of the property plus any additional monies payable by the buyer to the seller and is subject to our minimum fee of £2,500.00 + VAT (£3,000.00 Total).

If the Selling Price is higher or lower than the Initial Marketing Price the commission fee will be higher or lower accordingly.

Any variation in commission fees must be confirmed in writing by all parties.

All other expenses will be pre-agreed with you and will be confirmed in writing.

The commission is due and our account will be submitted on exchange of contracts for payment no later than the date of completion.

You hereby give authority to your appointed solicitor/legal conveyancer to pay Peter Ball & Co Estate Agents any and all fees, commissions, expenses + VAT provided for in these terms and conditions out of the proceeds of the sale of the property.

Interest will be charged at 4% above Barclays Bank base rate from the due date until the date of payment if any amount falling due under the agreement remains unpaid for more than 10 days after its due date.

Agency Period

The agency period will prevail for the agreed minimum period (excluding the Termination Period) and thereafter until the expiry of the termination period following receipt by Peter Ball & Co Estate Agents of your notice of termination.

For Sale Board

Under current regulations only one 'For Sale' Board is permitted at the property and you agree not to instruct or permit any other agent to place a board at the property whilst the Peter Ball & Co is displayed.

Introduction of a buyer other than via Peter Ball & Co Estate Agents

In the event that contracts are exchanged with a purchaser, either by you directly as a 'private sale', or where an introduction has been made via an agent other than Peter Ball & Co Estate Agents, and outside our Sole Agency Period, written confirmation of the details and timings of the sale, including the purchaser's name and address, and if requested documentary evidence of the same, must be provided, otherwise our commission will become due as though the purchase was introduced by Peter Ball & Co Estate Agents.

Energy Performance Certificate

If you have an EPC that has been supplied by a third party, the terms of that supply must include the right for us (or a third party employed by us) to use that EPC in fulfilment of our legal obligations.

You will be liable for any costs or damages incurred by us as a result of any successful claim by a third party that the use of the EPC has infringed their rights.

Services

Peter Ball & Co's associated advisers may offer advice on mortgages, insurance products and energy performance assessment for which we may receive a fee. Also if a prospective buyer has a property to sell, Peter Ball & Co may accept instructions from such prospective buyer to act as their estate agent in connection with such sale.

Third Party Service Providers

Peter Ball & Co may make recommendations to third party service providers, for both sellers and buyers, and receive referral fees from those providers.

These referral fees are as follows: -

- Conveyancing Services (*for each sale or purchase referred*) £120 (inc. VAT)
- Energy Performance Certificates £30 (inc. VAT)
- Financial Services Referrals £180 (inc. VAT)
- Surveying Services £75 (inc. VAT)

Please note that any third parties that we may introduce you, and any other sellers or buyers to, are independent professionals from whom you will receive impartial and confidential advice. You, and any other sellers or buyers, are free to choose other service providers.

Please also note that we comply in all respects with the Solicitor Introduction referral code 1990 as amended by the Solicitors Practise (Payments of Referrals Amendments Rules (2003).

Consumer Protection from Unfair Trading Regulations 2008

Under the Consumer Protection from Unfair Trading Regulations 2008 it is an offence for an Estate Agent to give false or misleading information, or to hide or fail to provide material information, to consumers. The Seller agrees to provide Peter Ball & Co with accurate information regarding the property and to verify that the contents of the Sales Particulars prepared by Peter Ball & Co are correct. Furthermore the Seller agrees to notify Peter Ball & Co if they become aware of any matters that may affect the on-going accuracy of these particulars.

Fixtures and Fittings

All fixtures and fittings detailed in the Property Sales Details will be considered to be included in the sale and the Marketing Price unless otherwise specified in writing.

Complaints Procedures

In the event that you should have cause to make a complaint to the Ombudsman you agree that Peter Ball & Co may disclose information related to the sale of your property.

Sub-Agents

You (the Seller) confirm that unless instructed (in writing) to the contrary you consent to Peter Ball & Co appointing sub-agents to market the property, provided that this does not incur any additional cost to you.

PETER BALL & CO.

Cheltenham Town Centre Office 29/30 Bath Street, Cheltenham, GL50 1YA

Charlton Kings Office 268 London Road, Cheltenham, GL52 6HS

Leckhampton Office 1-3 Shurdington Road, Cheltenham, GL53 0JB

Bishops Cleeve Office 2 Mill Parade, Church Road, Bishops Cleeve, Cheltenham, GL52 8LR

Tewkesbury Office 1 Barton Street, Tewkesbury, GL20 5PP

Lettings Office 29/30 Bath Street, Cheltenham, GL50 1YA

Tel: 01242 255288

Tel: 01242 233222

Tel: 01242 261400

Tel: 01242 676020

Tel: 01684 293161

Tel: 01242 259100

Email: chelt@peterball.co.uk

Email: charltonk@peterball.co.uk

Email: leck@peterball.co.uk

Email: cleeve@peterball.co.uk

Email: tewkesbury@peterball.co.uk

Email: let@peterball.co.uk

TERMS OF BUSINESS

In order to comply with the Estate Agents Act 1979 Peter Ball & Co Estate Agents detail their terms of business below. Please complete each YES/NO by circling your choice in BLACK ink.

PROPERTY ADDRESS

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 Post Code

SELLER 1 DETAILS

Full Name
 Mobile Tel
 Home Tel
 Work Tel
 Email

Correspondence Address (If different from above)

 Post Code

SELLER 2 DETAILS

Full Name
 Mobile Tel
 Home Tel
 Work Tel
 Email

Correspondence Address (If different from above)

 Post Code

AGENT DETAILS

Peter Ball & Co Ltd (Trading as Peter Ball & Co Estate Agents)
 29-30 Bath Street, Cheltenham, Gloucestershire, GL50 1YA
 Tel No: 01242 255288
 Email: chelt@peterball.co.uk
 VAT No: 618 1897 13

INITIAL MARKETING PRICE (SEE TERMS & CONDITIONS)

£

DECLARATION OF INTEREST

Are you related to, or have a connection to, a member of Peter Ball's Staff? **YES / NO**

If YES please provide details below

INTERESTED PARTIES

Has anyone shown interest in purchasing the property prior to the date of this agreement? **YES / NO**

If YES please provide details below

TYPE OF AGENCY

Sole Agency **YES / NO**

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 with

- a purchaser introduced by us during the period of our sole agency or within the termination period
- or with whom we had negotiations about the property during that period or within the termination period
- or with a purchaser introduced by another agent during that period or within the termination period

Multiple Agency **YES / NO**

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 with

- a purchaser introduced by us while we are instructed at the same time as any other agent or within the termination period
- or with whom we had negotiations about the property while we are instructed at the same time as any other agent or within the termination period.

We will confirm to you by letter or by email if the basis of the agency changes.

COMMISSION FEE (SEE TERMS & CONDITIONS)

(Illustrated Commissions based on the Initial Marketing Price above)

EITHER

Fixed Fee		YES / NO
Sole Agency	£ (+VAT)	
	£ (Total)	
Multiple Agency	£ (+VAT)	
	£ (Total)	

OR

Percentage **YES / NO**

Sole Agency %	
	£ (+VAT)	
	£ (Total)	
Multiple Agency %	
	£ (+VAT)	
	£ (Total)	

OR

As detailed below **YES / NO**

DUAL OR MULTIPLE FEE LIABILITY

If you have previously instructed, or in the future instruct, another estate agent, you may become liable for fees in addition to those under the terms of this agreement. You should refer to the Terms & Conditions of the other agent.

AGENCY PERIOD (SEE TERMS & CONDITIONS)

A minimum of weeks from the date of this agreement. (Excluding the Termination Period)

FOR SALE BOARD (SEE TERMS & CONDITIONS)

Peter Ball & Co. Estate Agents can erect a 'For Sale' board at the property. **YES / NO**

ACCOMPANIED VIEWINGS

You agree that Peter Ball & Co can accompany viewings **YES / NO**

You agree that Peter Ball & Co can, in certain circumstances, ask if you are willing to accompany viewings **YES / NO**

SOLICITORS (SEE TERMS & CONDITIONS)

You have agreed that solicitors may contact you to discuss and quote for conveyancing services. **YES / NO**

ANTI MONEY LAUNDERING REGULATIONS

We are legally required to confirm your identity. We will ask each seller named in these terms and conditions to supply at least one original document containing photographic evidence of identity and another to confirm their address(es). We may also undertake an "electronic" search with a credit agency to verify your identity. To do so, that Credit Agency may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. We will copy and record details of these documents in order to comply with our Anti Money Laundering Obligations. This information will be kept confidential. However, there is a statutory exemption in legislation with regard to money laundering. Where a transaction on behalf of a client is suspected to involve Money Laundering we have, in certain circumstances, a legal duty to disclose such information to the Serious Organised Crime Agency. If whilst marketing your property for you it becomes necessary to make a money laundering disclosure, we would not be able to inform you of that disclosure or the reasons for it.

ENERGY PERFORMANCE CERTIFICATES (EPC) (SEE TERMS & CONDITIONS)

Marketing of your property can only commence once Peter Ball & Co have received a valid EPC, or confirmation that an EPC has been ordered. If Peter Ball & Co do not receive an original EPC within 4 weeks after the date of these terms and conditions, marketing of the property will be suspended until one is received. This provision does not apply in cases where the property is exempt from the requirement for an EPC.

Is the property exempt from this requirement? **YES / NO**

If exempt please provide evidence of exemption.

CANCELLATION RIGHTS

Under the Cancellation of Contracts made in a Consumers Home or Place of Work etc. Regulations 2008 you have the right to cancel this contract if you signed this agreement at home or at your place of work. This right can be exercised by delivering or sending (including by electronic mail) a cancellation notice, to the person mentioned in the Agency Details section above, at any time within the period of 14 days starting with the day of receipt of a notice in writing of the right to cancel the contract.

You agree that Peter Ball & Co can commence work on (Date) before the cancellation period has ended.

CANCELLATION NOTICE

If you wish to cancel this Agency Agreement you MUST DO SO IN WRITING and deliver personally or send it (which may be by electronic mail) to any Peter Ball branch. You can use this form but do not need to do so.

COMPLETE, DETACH & RETURN THIS FORM ONLY IF YOU WISH TO CANCEL THE CONTRACT

To The Branch Manager

I/We hereby give notice that I/we wish to cancel my/our Agency Agreement relating to the sale of the property detailed below

Property Address

Signature **Print Name** **Date**

Correspondence Address

If you decide to cancel within fourteen days, you will be obliged to pay Peter Ball & Co for any work that has been carried out, expenses incurred prior to your cancellation plus VAT. Furthermore if an introduction is made before the expiry of the termination period and that introduction results in an exchange of contracts with the person so introduced at any time afterwards, our Commission Fee will become payable.

THE PROPERTY OMBUDSMAN (TPO) REDRESS SCHEME/COMPLAINTS (SEE TERMS & CONDITIONS)

Peter Ball & Co are members of The Property Ombudsman (TPO) Scheme and adhere to their Code of Practice. Should you have cause to make a complaint, it should, in the first instance, be made in writing (including electronic mail) and addressed to the person detailed in "Agent Details" above. In the event that your complaint should remain unresolved, you have the right to refer the matter to The Property Ombudsman (TPO), www.tpos.co.uk. Copies of our Complaints Procedures and TPO Code of Practice are available on request.

TERMINATION PERIOD

The agreement will remain in force for a period of 14 days after, and not including the date of, receipt of your notice of termination. Notice of termination received prior to the end of the minimum Agency Period will be deemed to have been given at the end of that minimum Agency Period and expire 14 days after.

LIABILITY

If we recommend a solicitor or other service to you, we do so on the understanding that you acknowledge that you shall have no recourse against us for any performance failure by such solicitor or service provider save as a result of our own performance failure or other negligent acts or omissions.

AGREEMENT

I/we agree to the terms and conditions stated above and acknowledge receipt of a copy of this agreement. If applicable, I confirm that I am authorised to instruct you to sell the property without the consent of any third party and have the authority to enter into and abide by the terms of this agreement.

I/we confirm that we are the sole owners of the property **YES / NO** (If not give full names and contact details of additional owners below and provide evidence of your authority to act on their behalf)

Agreed
 (Owner/authorised seller)

Print Name Date

Agreed
 (Owner/authorised seller)

Print Name Date

Agreed
 (On behalf of Peter Ball & Co Ltd)

Print Name Date

