

Sale

Terms and Conditions of Business

Vendor and property details

Vendor forename:

Surname:

Property address:

Contact address (if different):

Agency type is:

Exclusivity period (if any):

Fee (inclusive of VAT):

Asking price:

Property Type:

Notice of Right to Cancel Our contracts are designed to give you flexibility. You may terminate a multi-agency contract with us with just 48 hours' notice. In this instance there is no need for a 14 day cooling off period as you can cancel at anytime. If we have agreed an exclusivity period with you may cancel our agreement within the first 14 days. Notice of Cancellation **MUST BE IN WRITING** and should be delivered or sent by post to Movewise, 105 Victoria Street, London, SW1E 6QT; or by email to sales@movewise.co.uk. Any Notice of Cancellation is deemed served on the day that it is delivered, posted or sent.

If you have given us your written agreement to market your property you will be required to pay our commission fees if we or our sub-agents have introduced a purchaser prior to your Cancellation who goes on to purchase your property.

I confirm that the above information is accurate and that I have read and understood the terms and conditions contained within this document. I wish Movewise to commence marketing the property immediately with its sub-agents. I accept that in signing this document. I am bound by its entire contents.

Signed (for and on behalf of vendor):

Definitions We/us/our/ourselves/Company/Movewise: Advanced Agents Ltd

Multiple agency Where we are instructed along with other agents whom you have instructed outside our sub-agency agreement, 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, or any agent sub-contracted by us; or with a purchaser to whose attention we or our sub-agents brought the availability of the property. A multiple agency instruction can be terminated at any time by either party by giving 48 hours' notice in writing.

Relistings fee. If you wish to retain your existing direct relationships with agents or add relationships not through Movewise whilst you are contracted with us we will charge a £250+VAT fee if the property goes under offer with an agent who is not contracted to Movewise. For relisting's we find that the existing agent will significantly step up their activity when Movewise starts competing with them and so this fee is to reimburse us for our costs and time in such an event. The £250+VAT fee is payable on accepting an offer from any agent not contracted by Movewise and will be credited to your account if you come back on the market with us.

Sole or Joint Sole Agency Where we act on your behalf as your sole or joint sole agent, 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 or our sub-agents during the period of our sole or joint sole agency or with whom we had negotiations about the property during that period; or with a purchaser introduced by another agent during that period. Sole agency instructions, including Open House which is only available on a sole agency basis, are subject to an exclusivity period as noted above.

Asset Transfer For the avoidance of doubt and without prejudice to the above it is the intention of the parties to this agreement that any purchase by way of asset transfer will be effected to maximise efficiencies and that such a transfer will be treated as if it was a sale of property for the purposes of this agreement.

Energy Performance Certificates (EPCs) It is a legal requirement to have commissioned an EPC before marketing can commence on your property. Movewise can arrange this for you.

Sub instruction All of Movewise's business is done using sub-agency agreements. This does not involve any extra costs and all viewings and negotiations can be co-ordinated either directly with the sub-agent or by Movewise, as you would prefer.

Fees payable Movewise's fees are, in most instances, calculated as a percentage (%) of the sale price achieved + VAT at the prevailing rate. As Movewise's fees are based on a percentage of the price achieved, should this be higher or lower than the asking price, Movewise's fees will be correspondingly higher or lower. The sale price will be deemed to include any extra prices for fixtures, fittings, goods, chattels, carpets, curtains and other such related items.

Responsibility of fees The responsibility for the payment of fees remains with the party(ies) named on this document and you hereby confirm that you have obtained all necessary consents to allow you to instruct Movewise to sell the property. Movewise will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser that Movewise or its sub-agents have introduced within six months of the date Movewise's instruction ended. However, Movewise will give up its rights to any commission fee if a purchaser first introduced by Movewise goes on to buy the property through another estate agent in circumstances where that purchaser was introduced by the other estate agent more than six months after Movewise's instruction ended. If no other estate agent is introduced, this time limit will not apply. There may be a dual fee liability if the seller has previously instructed another agent to sell the same property on a sole agency, joint sole agency or a sole selling rights basis.

Time and payment of fees All Movewise' fees become due and payable upon exchange of contracts. However, and at the discretion of Movewise, fees may be paid out of completion monies. On signing this document, you are hereby authorising your lawyers to pay our fees out of the sale proceeds.

Interest We reserve the right to charge interest from the date of exchange of contracts on any amounts still outstanding 28 days after Movewise's fees are first demanded. The prescribed rate of interest shall be 2% above the Bank of England base rate as at the date they are first demanded and payable from that date.

Connected persons As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify Movewise immediately.

Related services A purchaser may wish to instruct us about a related service. Where this occurs, Movewise or its employees may receive a fee. Any commission or other income earned by Movewise while carrying out our duties as agent for the sale of the property, for example by referrals to third party EPC suppliers or solicitors, will be retained by Movewise.

Keys Keys will be the responsibility of the appointed sub-agent or an independent keyholder (together "Keyholder") agreed by us in writing with you. Where you provide the Keyholder with a set of keys (or authorise the Keyholder to use keys held by another agent), the Keyholder may make further copies to facilitate viewings by the instructed office and other offices where appropriate. We will not charge you for this service. In the event that keys are lost or unaccounted for, Movewise's liability is strictly limited to the cost of cutting a new set of keys.

Complaints procedure Should you have any problems with Movewise's service which you are unable to resolve with the Property Specialist involved you should write to the Director of the Company. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within 15 working days. Following the Director's investigation, a written statement expressing Movewise's final view will be sent to you and will include any offer made. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman (TPO) within 12 months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers.

Anti-Money Laundering Regulations (AML) Movewise is subject to the Money Laundering Regulations 2007. As a result we will need to obtain and hold evidence confirming your identity and proof of your address. We will be unable to proceed with any work on your behalf until we obtain this from you. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property and confirmation of the source or destination of funds may also be requested.

Data protection and privacy policy Movewise is registered with the Information Commissioners Office ("ICO") and we undertake to comply with their guidelines in all our dealings with your personal data. In the provision of our services, we may instruct other organisations to process personal data on our behalf and/or share personal data with law enforcement agencies, which may also involve the transfer of data outside the EEA. We are committed to ensuring that your personal data is always dealt with securely and in strict compliance with ICO guidelines. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, write to: The Manager of New Business, Movewise, 105 Victoria Street, London, SW1E 6QT.

Disclosure It is a requirement of this agreement that should an offer be agreed privately, or via another estate agent, the seller must disclose to Movewise the identity of the purchaser prior to exchange of contracts.

Jurisdiction The High Court and the County Courts of England and Wales shall have jurisdiction over this agreement.

Entire agreement and variations This contract constitutes the entire agreement between Movewise and the seller and supersedes all prior agreements, understandings, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing by a Director of Movewise.

Consumer Protection Regulations 2008 require Movewise to ensure that any representations or description made (whether verbal or written) in respect of properties for sale are factually correct. In addition, any information that would be material to a prospective purchaser's decision making, needs to be disclosed. Extreme care should therefore be taken to ensure that all information provided to Movewise by you or your representative is correct.



We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the sale of your property to The Property Ombudsman, if you or the applicant have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.