

SALES TERMS OF BUSINESS ASTON CHASE

Property address: ('the Property')

Where the Property is jointly owned, you must provide the names of all owners. In the case of a corporately owned Property, the full name of the company, the company registration number and the registered office address must also be provided and the terms must be signed by an authorised signatory.

Seller: ('You/Your')

Name(s):

Primary Mobile:

Primary Home:

Primary Email:

Primary Contact Address (if different from above) or Company Registered Address:

Postcode:

Asking Price: £

The Property will be offered for sale at the above price, or such price as agreed with You in writing during marketing.

Agency Agreement

You instruct Aston Chase to act as Your selling agent on one of the following agency options more specifically detailed in clause 2 within these Terms of Business. The basis of Our Agency may be changed by agreement on 28 days' notice under clause 15.2, or by conduct:

☐ **Sole Agency** (20 week minimum) – Commission Rate 2.5% plus VAT (i.e 3%)

☐ **Joint Sole Agency** – Commission Rate 3% plus VAT (i.e 3.6%)

☐ **Multiple Agency** – Commission Rate 3% plus VAT (i.e 3.6%)

Example Commission Calculation (see Clause 3)

If the price as above is achieved, you will pay £_____ commission to Aston Chase inclusive of VAT (please note this is an example only and the final commission payable will be calculated on the basis of the agreed price at exchange and subject to Our minimum fee).

Disclosure of Personal Interest

You declare that neither You nor any of Your relatives (where You are an incorporated body then this includes any real or legal entities having a financial or controlling interest in You) have a financial or controlling interest in Aston Chase, its subsidiaries or parents other than as described below.

Applicable as to this transaction: Yes ☐ No ☐ If yes, detail of Disclosure_____

By signing below, I confirm that the above information is accurate and that I have read and understood the Terms of Business referred to in this Agreement and acknowledge receipt of a copy. I confirm that I have obtained all necessary consents authorising me to instruct Aston Chase to sell the Property. I understand that I may have the right to cancel this Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013 within 14 days from the date upon which it was signed (see Clause 17) and confirm that I wish Aston Chase to commence marketing the above Property immediately. I accept that in signing this document I will be bound by its entire contents.

Signed on behalf of the Seller(s): Name (BLOCK CAPITALS)

Signed

Date

Signed for and on behalf of Aston Chase Limited

Signed

Branch

Date

You should carefully read these terms of business and if you are in any doubt you should seek professional advice before signing.

SALES TERMS OF BUSINESS ASTON CHASE

Confirmation of Agency Terms in accordance with The Estate Agents Act 1979 and The Estate Agents (Provision of Information) Regulations 1991

1. Definitions

- 1.1 "Agreement", "Agency Agreement" means these Terms of Business and these Terms.
- 1.2 "Aston Chase", "Us", "Our" or "We" is Aston Chase Limited registered with Companies' House under number 01772256 and includes its successors in title.
- 1.3 "the Property" is the Property as defined in the Terms of Business.
- 1.4 "the Seller", "You" or "Your" is the person defined in the Terms of Business as the Seller/owner of the Property.
- 1.5 "the Term" means the fixed period overleaf and continues until terminated in writing by either party as set out in this agreement.
- 1.6 "the Terms of Business" is the document entitled Terms of Business.
- 1.7 "Sale Price" includes any non-cash consideration or any part of the price attributable to carpets, curtains and other fixtures or chattels.
- 1.8 "VAT" means Value Added Tax or any other replacement or similar tax which may from time to time be applied to Our fees.
- 1.9 Commission as set out in the Terms of Business and calculated as the (Sale Price x Commission Rate) + VAT.
- 1.10 Consumer means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

2. Agency Type

- 2.1 **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: 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; or with a purchaser introduced by another agent during that period. Should another agent or body be instructed on the marketing or sale of the Property during the Term then the Agency Agreement will become 'Multiple Agency', and the Commission Rate will be the rate applicable to that Agency Type. You may have a dual fee liability in this event.
- 2.2 **Joint Sole Agency** – We will be appointed in conjunction with one other agent upon agreement with Us and You. The Commission due under this Agreement will be at the Commission Rate applicable to Joint Sole Agency and the Commission will be divided between Us and the other agent. Should a further or replacement agent be instructed on the marketing or sale of the Property during the Term without Our prior agreement then the Agency Agreement will become 'Multiple Agency' and the Commission Rate will be the rate applicable to that Agency Type. You may have a dual fee liability in this event.
- 2.3 **Multiple Agency** – We will be selling agents at the agreed Commission Rate. During the Term, You may instruct other agents to market and sell the Property. You will be liable to pay remuneration to Us in addition to any other costs or charges

agreed, if at any time contracts for the sale of the Property are exchanged with a buyer introduced by Us before termination of the agreement or with whom We had negotiations about the Property during that period. Where a buyer has been introduced by more than one agent. You may have a dual fee liability.

3. Payment of Commission and Late Payments

- 3.1 Our commission and its rate is as set out in the Terms of Business.
- 3.2 You are liable to pay Our Commission on a percentage basis and depending upon the Commission Rate for the selected Agency. The Commission will become due on the exchange of contracts for sale of the Property (or absent an exchange, upon completion of a sale); with a buyer during the Term (except in the case of 'Multiple Agency'), and at any time with a buyer who was introduced to the Property or sale by Us, or with whom We had negotiations on Your behalf during the Term. In the event that there should be a change in the terms of Our instructions such that there is a variation in the rate of Our commission then Our commission will be calculated at the higher rate applicable either at the date of Our introducing the purchaser or the date of exchange of contracts (or absent an exchange, completion of a sale).
- 3.3 We may defer the payment to be made out of the completion monies at completion of the transaction. By entering into this Agreement, You expressly authorise Your solicitors to pay all Our fees and expenses from the sale proceeds at completion of the transaction and agree that Your solicitors need no further authority from You in this respect.
- 3.4 If any sum due to Us is not paid within seven days after it becomes due (normally on completion of the transaction) then We reserve the right to charge interest on it at the rate of 8% above the Bank of England's base rate from time to time from the date it became due until the date of payment.
- 3.5 Our commission, any payments due and other agreed expenses also attract VAT at the current rate.
- 3.6 All reasonable costs of recovery of monies due to Us will be borne by You on an indemnity basis in the event that these are not paid on the due date.

4. Asset Transfer

Where You are a company and shares are sold in addition to or in substitute for a sale of the Property then You will pay Us a sum equivalent to Commission that would have been due under this Agreement if a sale had proceeded through exchange of contracts with Commission falling due at the time of first transfer of shares and based on the total value of all shares transferred in lieu of money for the Property.

5. Continuing Entitlement

You will remain liable to pay Us Our Commission in the event that through another agent You exchange contracts for sale (or absent an exchange, complete a sale) with a party directly or indirectly introduced by Us, or as a result of Our marketing activity within six months of the termination of Our instruction. In the event that there is no other agent involved the time limit extends to twenty-four months.

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SALES TERMS OF BUSINESS ASTON CHASE

6. Sub-Agents

We reserve the right subject to Your consent, to instruct sub-agents on Your behalf where We consider such a step to be in Your best interest. This will involve You in no extra costs and all viewings and negotiations will be coordinated through Us.

7. Energy Performance Certificates (EPCs)

It is a legal requirement to have commissioned an EPC before marketing can commence on your property. We can arrange an EPC on your behalf at a cost of £60 plus the cost of the EPC. You agree to pay all costs and expenses which We incur in connection with the arrangement of an EPC (whether or not the Term or the Agreement is terminated early, or the Property is sold other than in circumstances where We are entitled to Commission.)

8. Unoccupied Property and Property Security

8.1 We do not accept liability or responsibility for the maintenance or repair of the Property at any time, except caused by Our negligence or default.

8.2 We do not accept responsibility in the event of any damage or loss at the Property, except caused by negligence or default on Our part.

8.3 We do not accept liability for loss of keys beyond the cost of cutting a replacement set.

9. Services to Prospective Purchasers

If a prospective buyer of the Property has a property to sell We reserve the right to act on such a person's behalf if We are instructed to do so.

10. Referral Fees

We work with a range of third party service providers that are quality and compliance vetted to ensure that any service they may provide meets best practice and legal requirements to complement and support the services we offer to You. Where an existing referral arrangement is in place with the third party service provider, We may receive a referral fee from the supplier in return for recommending their services to You or prospective buyers, where You or prospective buyers decide to take advantage of those services. This referral fee may take the form of a commission, payment, fee or similar reward. You will be consulted in advance of any referral being made to a third party service provider and the potential referral fee will be disclosed to you so that you can make an informed decision about whether to proceed with our recommended service provider. The referral fee we receive will not affect the final amount you pay to the third party service provider, nor will it impact upon your obligation to pay Our fees where applicable.

11. Anti-Money Laundering

Aston Chase operates a strict policy of complying at all times with Money Laundering Regulations and in particular the Proceeds of Crime Act 2002. If You are not prepared to comply with Our policy and procedures, then We reserve the right to refuse to act for You or to decline to act further, without waiver of any sums We are entitled to under this Agreement. We may conduct an electronic identity check on You, or each of You if more than one, and on all beneficiaries of organisations for the purpose of the Money Laundering Regulations 2017. The

electronic anti-money laundering check will be conducted by Thirdfort Ltd, Belle House, Platform 1, Victoria Station, London, SW1V 1JT.

In signing this agreement. You hereby consent to this check being conducted and where required shared with third party conveyancing providers. In the event where an electronic check is not possible, You, or each of You if more than one, will be asked to provide two separate items of identity evidence in the form of:

- Proof of photographic identity e.g. original driving license or passport
- Proof of current residential address e.g. a recent utility bill dated in the last three months

Where You are an incorporated or other legal entity, You will be asked to provide the following:

- Evidence to verify the legal existence of the company or organisation e.g. Memorandum & Articles of Incorporation
- Evidence and proof of identity of the beneficial owner(s) with an interest of 25% or greater
- Evidence of the organisation's directors
- Confirmation that the person acting on Your behalf is authorized.

We reserve the right to stop acting for You if such is not provided as soon as practicable on request. Should We receive information which gives rise to suspicions of Money Laundering (including deliberate non-declaration of income to HMRC (Her Majesty's Revenue and Customs)) or similar unlawful activity, We will be required under the Proceeds of Crime Act 2002, and related regulations, to make a report to the NCA (National Crime Agency) who may refer the matter on then to the law enforcement agencies. Please note that this act overrides Our duty of client confidentiality and may also involve the transfer of data outside the European Economic Area.

12. Data Protection

You hereby consent to Us processing data or supplying to third parties any information, or personal details on You as defined in the GDPR and the Data Protection Act 2018 for the performance of this contract. This means We may disclose such information on You to other agents or suppliers of services, solicitors, mortgage brokers or potential mortgagors where there is a legitimate interest to do so. We will only use Your personal information in accordance with Our Privacy Policy. We may record and retain sensitive personal data and You are entitled to request a copy of all data held about you and to have the same amended if found to be incorrect. Further details can be found at <https://astonchase.com/privacy-policy/> or which can be provided upon request.

13. Copyright

We retain copyright in and ownership of all documents, drawings, maps, reports, photographic and other records produced by Us, including this Agreement. in connection with Our work for You.

14. Jurisdiction

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

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15. Entire agreement, variations and termination of agreement

15.1 This contract constitutes the entire agreement between Aston Chase 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 Us.

15.2 This Agency Agreement will continue until You or We give 28 days' notice (14 days in the case of Multiple Agency instruction). Such notice may be given at any point to expire at the end of the 20 week minimum Term or at any time thereafter. Following termination of the Term you may still be liable for our commission if you sell the property to someone introduced by us.

16. Complaints

At Aston Chase, we endeavour to provide the highest levels of service. We do however recognise that on occasion things do not go according to plan. In such instances, Aston Chase operates an internal complaints procedure. In the first instance, please contact the manager of the office or department concerned. If you are unable to resolve the matter with the branch/department manager and wish to escalate your complaint, please send a summary of your complaint by email to Customer.Service@campionsgroup.co.uk or write to: Campions Customer Services of 5th Floor, The Lantern Building, 75 Hampstead Road, London, NW1 2PL.

Following our response if you remain dissatisfied, you are entitled to refer the matter to the Property Redress Scheme within twelve months for a review.

We are members of the Property Redress Scheme and abide by their terms of reference. You agree that We may disclose information relating to the sale of Your property to the Property Redress Scheme, if You, the applicant or buyer have registered a complaint, and the Property Redress Scheme asks for it. You also agree that We may disclose Your contact details to the Property Redress Scheme if they ask for them, to assist in their monitoring of Our compliance

17. Cancellation of Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013

17.1 Where We are entering into this Agreement with You and You are a Consumer and the contract formed by these Terms of Business is either, what is known as an 'Off-Premises Contract' or a 'Distance Contract'. You may have the right to cancel these Terms of Business without giving any reason within 14 days from the day you entered into them.

17.2 If You require the early commencement of Our services, You will become liable for Our fees as set out in these Terms of Business.

17.3 If You do ask Us to commence services and You later cancel (during the cancellation period) You may be liable for Our fees in connection with the performance of those services, which may include Our fees in proportion to the services which We provide until the conclusion of the agreement.

17.4 If, in the cancellation period, we have made introductions that result in the sale of the Property Your right to cancel may be lost as We may have completed the terms of Our retainer and Our fees may be payable in full.

17.5 To exercise Your right to cancel the contract within the 14-day period You must inform Us in writing of Your decision to cancel this contract. You may do so by letter sent by post to Campions Customer Services of 5th Floor, The Lantern Building, 75 Hampstead Road, London, NW1 2PL. or by email to Customer.Service@campionsgroup.co.uk A cancellation form is attached which You may wish to use but You are not obliged to do so.

If You wish to cancel the contract within the 14-day period described above. You may use this form if You want to but You do not have to. (Complete and return this form only if you wish to cancel the contract)

TO: Customer Services of 5th Floor, The Lantern Building, 75 Hampstead Road, London, NW1 2PL.

I/We hereby give notice that I/We wish to cancel My/Our contract with Aston Chase relating to:

Property Address:

Name:

Address:

Signature:

Date:

You should carefully read these terms of business and if you are in any doubt you should seek professional advice before signing.