



LONDON | MONACO

TERMS OF BUSINESS
ESTATE AGENCY AGREEMENT

SALES | LETTINGS | PROPERTY MANAGEMENT
ARCHITECTURE | DEVELOPMENT | CONSULTATION | INVESTMENT | VALUATIONS
COMMERCIAL | PROJECT MANAGEMENT

TERMS OF BUSINESS

This Agreement contains the Terms and Conditions of Business agreed between the Client and Pastor Real Estate ("the Agent" "we" or "us") of 48 Curzon Street, Mayfair, London, W1J 7UL.

You should read this Agreement carefully

By signing this Agreement you accept the Terms and Conditions set out in this Agreement which will be binding on you. You should take independent legal advice if you are uncertain of any of the clauses within this contract.

Once signed this Agreement will be legally binding upon you.

PARTICULARS

Seller (Please print full name). If a joint Seller details of all persons forming the Seller should be included.

("the Seller" "the Client" "you" or "yours")

Property to be sold (please full address including post code)

("the Property")

Contact Address of Seller (if different)

Telephone Number Home:

Telephone Number Business:

Mobile Number:

Email:

The Property

Tenure: Freehold/Leasehold (delete as appropriate) If Leasehold unexpired term:

Annual Service Charge:

Ground Rent:

Managing Agent: (if applicable)

Address of Managing Agent:

1 The Property will be offered for sale at an asking price of £ _____ by the Agent on the following agency basis:

(Tick the box which applies and delete the alternative)

1.1 SOLE AGENCY

You will be liable to pay Commission to us, in addition to any costs or charges agreed, if at any time unconditional contracts for the sale of the Property are exchanged with a buyer introduced by us during the period of our Sole Agency; or with whom we have negotiations about the Property during that period; or with a buyer introduced by another agent during that period.

The Sole Agency period will be for an initial period of twelve weeks and will continue until either party give to the other fourteen days notice in writing to expire no earlier than the end of the fixed period of the Sole Agency or fourteen days after notice has been served in writing. The initial period of the Sole Agency will commence from the first day that marketing is allowed. There may be a situation where you are liable to pay two fees including VAT together with any agreed costs and expenses:

- 1 If you have already instructed another agent to sell your Property on a Sole or Joint Agency or Sole Selling Rights basis;
- 2 If you have given us Sole Agency or Joint Agency and have instructed another agent who is not instructed at the same time as us to sell the Property at a later date;
- 3 If you have given us Sole Agency and instruct another agent during the term of this Sole Agency period;
- 4 If a buyer introduced to you during our period of Sole Agency or with whom we had negotiations about your Property during this period purchases through another estate agency. We will not have the right to be paid commission, provided that the other agent introduced the buyer six months or more from the date that we were disinstructed.
- 5 If a buyer introduced to you during our period of Sole Agency who does not use an agent purchases the Property after the date we are disinstructed our fees and expenses plus VAT will continue to be payable.

Our Fee of sole agency is specified at clause 5 below. If you do instruct another agent during this sole agency period (with or without informing us) the fee payable by you to us will be the rate payable for a multiple agency in place of the sole agency rate specified in the clause 4 below.

1.2 MULTIPLE AGENCY

You will be liable to pay Commission 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:

1. with a buyer introduced by us during the period of our agency;
2. with a buyer with whom we have negotiations about the Property during that period.

Our agency will continue until the Property is sold or fourteen days after a written notice terminating the agency is given by either party to the other in writing.

You will be liable to pay the agreed Commission to us in addition to any other costs or charges agreed, if at any time or within six months of termination by you of this Agreement in writing if another agent is instructed and unconditional contracts for the sale of the Property are exchanged in the following circumstances:

- a buyer who was introduced by us during the period of our multiple agency;
- a buyer with whom we had negotiations about the Property during that period.

Our Multiple agency Fee is specified at clause 5 below.

2 SERVICE INFORMATION

- We trade as a Limited company registered at Companies House (Reg. No 07319695)
- Our VAT number is GB103915833.
- We are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and our registration number is: D7379
- We are members of the Association of Residential Lettings Agent and subscribe to the code of conduct of that organisation.

3 OWNERSHIP

By signing this Agreement you confirm that you are a sole or joint owner of the above Property; that you have the authority of any co-owner to instruct us to sell the Property; and to give us instructions to enable us to progress a sale.

4 SUB AGENTS

We shall give details of your Property on a commission sharing basis to other agents unless we receive your specific written instructions to the contrary. This involves you in no additional expense and increases the chance of selling the Property. We will pay a proportion of the fees agreed with you to the other agent if the other agent is successful in obtaining a sale.

5 COMMISSION *(Tick the box which applies, delete the alternative)*

Sole Agency:

Our commission will be £ _____ excluding VAT

Our commission will be calculated at a rate of 2 % of the contract selling price exclusive of VAT which is calculated to be £ _____ excluding VAT for Sole Agency. If the contract selling price is higher or lower than the price at which the Property is marketed then our commission will be correspondingly higher or lower

Multiple Agency:

Our commission will be £ _____ excluding VAT

Our commission will be calculated at a rate of 3 % of the contract selling price exclusive of VAT which is calculated to be £ _____ excluding VAT for Multiple Agency. If the contract selling price is higher or lower than the price at which the Property is marketed then our commission will be correspondingly higher or lower

6 EXISTING PROSPECTIVE PURCHASERS

Do you currently have any person who has shown an interest in purchasing your Property?

Yes No

If yes, please provide details below:

We shall not be entitled to commission if any person or persons shown above purchase the Property, unless we negotiate direct with the person in any connection with the sale of the Property.

7 PAYMENT OF FEES

By signing this Agreement you give Pastor Real Estate authority to submit our invoice to your Solicitor or Licensed Conveyancer following exchange of contracts, for payment immediately based upon a percentage of the agreed price on that date and provided there is sufficient balance of the proceeds of sale to settle our fees in full. If any of our fees remain outstanding you must pay us direct. At our discretion payment can be delayed until the completion date. However if for any reason completion is delayed or does not take place within thirty days of exchange our fees become payable with immediate effect. By signing this Agreement you confirm that you will give authority to and instruct the Solicitors or Licensed Conveyancers acting on your behalf on the sale of the Property to pay the agreed commission plus VAT upon completion or within thirty days of exchange whichever is the earlier. If the rate of VAT should change, the rate charged will be that applicable on the date of the invoice.

If the Property is part-exchanged with other premises our fees will be calculated on the full market value of the Property with vacant possession on the day that the exchange takes place.

If a sale is agreed and contracts are exchanged for an unconditional sale of the Property due to an introduction of a buyer through our website or any other internet site our fees will become due upon exchange of contracts and payable upon completion or within thirty days of exchange whichever is the earlier.

If ownership of some or all of the shares of the company forming the Client are transferred or sold to a third party or legal entity then it will be deemed that a sale of the Property has arisen and Commission will be due and payable by the Client to the Agent within fourteen days of completion of change of ownership or transfer of the shares whichever is the earlier.

If more than one person signs this Agreement liability for payment of our fees will be joint and several which means that we may apply to either person to pay the full sum owing in fees, costs and any agreed expenses.

8 INTEREST ON LATE PAYMENT

Should all or any part of the fees and agreed costs due to us remain outstanding for more than 14 days after the completion date or more than thirty days from the date of exchange whichever is the earlier, we reserve the right to charge interest at 4% above the base rate of the Bank of England from the date fees first became due on exchange of contracts.

9 WITHDRAWAL FEE (OPTIONAL)

If you withdraw your instructions to market the Property you will be liable for our costs and expenses incurred to the date our period of agency expires up to a maximum of £1000 plus VAT.

10 FOR SALE BOARD

Subject to your consent and subject to any local authority restrictions, bye-laws, conservation areas or other covenants relating to the Property, we will erect a For Sale board. You must inform us in writing if current bye-laws or any restrictions placed on your Property forbid the erection of a board. We cannot be held liable for any breach of covenants or legislation if we are not informed of any restrictions.

To ensure compliance with the Town and County Planning (Control of Advertisements) Regulations 1987, you agree not to allow the display of any other estate agent's board whilst our board is displayed. You also give us authority to arrange the removal of any other agent's board currently or subsequently displayed without our consent at your Property. If there is a current board from another agent displayed at the Property you must arrange removal before our board can be displayed. Where a Multiple Agency exists we will only be able to erect a For Sale board once any other agent's board has been removed.

11 PROPERTY MISDESCRIPTION ACT 1991

The Property Misdescriptions Act 1991 requires US to ensure that any representation or description made whether spoken or written for any of the properties we offer for sale are factually correct if they are to be included in particulars of sale, advertising, marketing or any other publicity that may be undertaken. You must ensure that all information provided to us by you or any other third party on your behalf is correct. This includes making statements that might give the wrong impression about your Property, or omitting facts such as access, noise from road traffic, foot paths or rights of way.

We will send you two sets of particulars for your Property. To ensure accuracy, we require you to sign one copy of the details for the Property making any necessary amendments and return it to us. We will not be able to send out the details of the Property to any prospective buyer until you have signed and returned one copy. You should be aware that when you sign the details you are giving us written confirmation that all fixtures and fittings included with the Property are in full working order. If that is incorrect you must inform us in writing. If during the marketing of your Property the approved particulars become incorrect due to alterations or for any other reason you must notify us immediately in writing.

12 DISCRIMINATION

We do not discriminate against any person and will disinvest with immediate effect if any Seller discriminates for any reason.

13 DATA PROTECTION ACT 1998

By signing this Agreement, you consent to the lawful processing of personal data by us for the purpose of providing the services under this Agreement. We comply with the Data Protection Act 1998 and take all reasonable steps to prevent any unauthorised access to personal data. The information held by us is confidential and will only be used for the following reasons:

- To offer products and services or to disclose information obtained from you to carefully selected companies with whom we are connected to enable them to notify you of products and services that may be of interest;
- To disclose details of your Property in marketing literature if we or any sub-agent instructed on our behalf;
successfully arranges the sale of your Property;
- To refer your details to a debt collection agency or legal adviser if our commission, expenses and other agreed costs are unpaid 14 days after legal completion or within 30 days of exchange if completion does not take place;
- To comply with statute;
- To comply with a request from a government or law enforcement agency;
- To provide personal details to utility suppliers and the local authority upon completion unless requested not to do so by you in writing.

If you do not wish your information or your Property details to be used for the marketing of products or services or in our advertising literature after completion of a sale, you must write to us at the address shown at the start of this Agreement.

14 ENERGY PERFORMANCE CERTIFICATE (“EPC”)

An EPC must be provided to all prospective purchasers when your Property is marketed prior to the first viewing and with any written details. We can prepare an EPC on your behalf but at your expense or you can provide us with an EPC before marketing commences.

We will prepare the EPC/arrange for the preparation of an EPC on your behalf. *(Delete as appropriate)* By signing this Agreement you acknowledge that you are aware that the EPC is not prepared by an independent third party but by the agent acting on your behalf (delete if 3rd party preparing the EPC).

By signing this Agreement you become liable for and must pay us a fee of £..... exclusive of VAT (£..... inclusive of VAT) for the provision of an EPC. On payment of our fee and the provision of the EPC, the ownership of the EPC will belong to you. We will send you an invoice for the cost of preparation of the EPC inclusive of VAT. The fee is payable within (insert days) of the date of the invoice without set-off, deduction or counter-claim.

OR

The cost of the EPC is included within our sales commission and charges and will be provided at our expense. However if you withdraw your instructions to market the property for any reason including any allegation that we have made any error while acting on your behalf you agree to pay us a withdrawal fee of £..... exclusive of VAT (£..... Inclusive of VAT) (“withdrawal fee”). On payment of our fee and the provision of the EPC, the ownership of the EPC will belong to you. The fee is payable within (insert days) of the date of the invoice without set-off, deduction or counter-claim.

15 MONEY LAUNDERING

The Money Laundering Regulations 2003 require us to obtain proof of identity and residence in the form of a passport and a utility bill addressed to you at your current address in the last three months prior to marketing the Property on your behalf. You can either send us original documents which will be copied and then returned to you or copies of the documents which have been certified by a solicitor as genuine.

Current legislation may also require us to make a disclosure of information about you to the relevant government authorities or agencies if certain circumstances arise. We cannot advise you of any request made or inform you of this disclosure.

16 DISCLOSURE OF PERSONAL INTEREST

The Estate Agents Act 1979 requires that we declare to prospective purchasers if you or any of your relations work for, or are associated in business with Pastor Real Estate or any of its employees.

Are you aware of any such relationship? Yes No

The nature of the relationship is as follows:

17 COMPLAINTS PROCEDURE

Should you have any problems with the service received from us which you are unable to resolve with the member of staff who has been acting on your behalf you should write to Pastor Real Estate at our address 48 Curzon Street, London, W1J 7UL.

The complaint will be acknowledged within 7 working days of receipt and a full investigation undertaken. A formal written outcome will be sent to you within 14 working days of our acknowledgement to you. This reply will also confirm that you are entitled, if dissatisfied, to refer the matter to Ombudsman for Estate Agents to review (for further details see below).

18 OMBUDSMAN FOR ESTATE AGENTS

We are certain you will be satisfied with our service but if you have any concerns we operate a formal complaints procedure. We are a member of the Ombudsman for Estate Agents Scheme, abide by its Code of Practice, and cooperate with and accept any decision of the Ombudsman in any investigation.

By signing this Agreement you give us consent to provide any information regarding the sale of your Property and how you can be contacted if the Ombudsman asks us to do so. Full details of the Ombudsman Scheme are available upon request.

19 ESTATE AGENCY SERVICES

We intend to offer prospective purchasers our full range of services as follows:

- valuations;
- surveys;
- estate agency;
- conveyancing;
- mortgage and financial services;

either directly or indirectly through associated firms for which a commission or fee may be earned by us.

20 OTHER MONIES RECEIVED

We may earn interest or commission for services offered to you while acting on your behalf. Any monies received will be retained by us and will not be off-set against any fees, commission or other charges that are payable by you.

21 APPOINTMENTS AND PERSONAL SAFETY

We will always inform you of an appointment for any prospective buyer to view your Property. If, at anytime, you are approached directly by any person, who has been introduced by us to your Property directly or indirectly as a result of our promotion of it, you should inform us immediately. You should not allow access at that time to that person unless we have contacted you and arranged a mutually convenient appointment. We will try to check that person is genuine and arrange an appointment if a viewing is required. Our promotion includes advertising, our agency board, our brochures and websites and spoken advice and information given to any person.

22 TERMINATION

We may terminate this Agreement with immediate effect upon giving written notice to you if at any time you, (which includes your servants, agents, and any other authorised professional adviser acting on your behalf)

provide instructions to us; or you fail to provide instructions within a reasonable time of a written request from us; and the effect would be to place us in breach of any obligations under various statutory legislation or Codes of Practice which may apply from time to time affecting our performance of our obligations under this Agreement; or lead to us or any of our employees discriminating against any party; or you discriminate against or abuse any employee or other person acting on our behalf.

23 LIABILITY AND INSTRUCTIONS

By signing this Agreement you agree to be personally liable to pay all fees specified in this Agreement; agree to accept all the Terms and Conditions contained in this Agreement; and will advise us immediately if any aspect of the sales particulars is or becomes incorrect at any point in the future. You also give authority to your solicitor to forward to us any information held by the solicitor which is required to enable us to act on your behalf.

24 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

There is no intention to give any rights under this contract to any third party except as expressly agreed in writing.

25 VARIATION OF TERMS

Any variation of these Terms and of the Agreement will only be valid if confirmed to you in writing and signed by a director or partner of Pastor Real Estate.

26 ASSIGNMENT

We may assign the rights and obligations under the Agreement providing the rights of the Seller are not affected.

27 ACTS OF THIRD PARTIES

We are not responsible or liable for the acts, omissions or failures of third parties unless it is due to the negligence or breach of contract or omissions of Pastor Real Estate or their employees.

28 JURISDICTION AND SERVICE OF NOTICES

The terms of the Agreement will be governed by the laws in England and Wales.

Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.

The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank

Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the Seller will be the contact address specified in this Agreement and the address for service for us will be 48 Curzon Street, Mayfair, London W1J 7UL.

29 DEFINITIONS

- 29.1 "Client" "Seller" "you" or "yours" means the person or legal entity named in the Particulars at the top of the Agreement or their successors in title.
- 29.2 "Pastor Real Estate" "Agent" "us" "our" or "we" means Pastor Real Estate Limited which is a limited company whose registered office is address is 48 Curzon Street, Mayfair, London, W1J 7UL and the company registration number PLEASE ADD or their assignees or successors in title.
- 29.3 "the buyer" means any person, entity, organization or association introduced by the Agent or with whom we had discussions regarding the Property during the period we are instructed to act on the Seller's behalf; or any private person or entity introduced direct by the Seller or any third party or with whom discussions were held during the period we were instructed to act on the Seller's behalf; or any person or entity introduced by another agent during the period we were instructed to act on the Seller's behalf.
- 29.4 "Property" means the Property the address of which is shown in the Particulars.
- 29.5 "Agreement" means the Terms of Business agreed and signed between you and us.
- 29.6 "Terms and Conditions" means the contents of this Agreement which have been signed by both parties.
- 29.7 "Joint and several" means that where the Client forms more than one person or entity then each party will be liable for all commission costs and other outgoings incurred us and as the Client they will be jointly liable for all commission costs and other outgoings incurred by us.
- 29.8 In this Agreement the masculine includes the feminine and the singular includes the plural.
- 29.9 "EPC" means an Energy Performance Certificate which must be provided as part of the HIP.
- 29.10 "Withdrawal Fee" means the fee inclusive of VAT which becomes payable if you withdraw our instructions to market the Property for any reason including any allegation of fault or negligence on our part or the Property is sold in any circumstances that do not entitle us to a fee. This does not affect your rights to withdraw or withhold payment where you think we have failed in our responsibilities and obligations to you under this Agreement.

CONFIRMATION OF INSTRUCTIONS

Do not sign this Agreement unless you agree to the terms above.

I/we, the undersigned, confirm that I/we am/are the owner /joint owners of the Property or the legal representative of the legal owner and have the authority to sign this Agreement on behalf of all joint owner/s, and have received a copy of these Terms of Business.

The joint owners are:

Signed:

Date:

Print Full Names:

Signed for and on behalf of Pastor Real Estate

Print Name:

Date:

Pastor Real Estate
48 Curzon Street
Mayfair
London W1J 7UL

Copy sent to:

Seller Solicitor File

SCHEDULE 2

NOTICE OF THE RIGHT TO CANCEL

By law you have seven days starting from the day you receive this Notice ('the Cancellation Period') to cancel this contract if this contract is signed in your own home or place of work in the presence of a representative of the Agent.

I/We wish the performance of this contract to commence before the expiration of the Cancellation Period under the Cancellation of Contracts Made In a Consumer's Home or Place or Work etc. Regulations (2008). I/We agree under Regulation 9 to pay reasonable costs incurred and reasonable fees for services provided by Pastor Real Estate between the date of signature and the date of cancellation.

Signed:

Date:

(Print Full Names):

Do not sign here unless you wish Pastor Real Estate to begin marketing your Property immediately

If you decide to cancel this contract during the Cancellation Period you must do so in writing by carrying out one of the actions below:

1. Complete and return the attached Cancellation Notice by delivering, or by sending it by first class post, or by electronic mail to Pastor Real Estate
 2. Address 48 Curzon Street, Mayfair, London, W1J 7UL
at any time within the Cancellation Period;
- or
3. Provide the same details in writing to Pastor Real Estate
 4. Address: 48 Curzon Street, W1J 7UL
at any time within the Cancellation Period

Your Cancellation Notice takes effect as soon as it is posted or sent.

If you would like to know more about your rights you can contact your local Trading Standards Department, or your nearest Citizens' Advice Bureau.

CANCELLATION OF CONTRACT

Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT

To: Pastor Real Estate

Address: 48 Curzon Street, Mayfair, London, W1J 7UL

I/We (*delete as appropriate*) give notice that I/we (*delete as appropriate*) wish to cancel my/our (*delete as appropriate*) contract to sell our Property.

Signed:

Date:

(Print Full Names):

Address of Property for Sale:

Client's contact address (if different):
