

Terms of Business

1. Definitions

In this document:

- 1.1 Curchods means Simpsons Estate Agents Ltd., trading as Curchods.
- 1.2 The Vendor means all those persons who own the property, who shall be liable jointly and severally to pay the fees.
- 1.3 The document headed Curchods Agency Agreement and the conditions set out therein constitute the contract between the Vendor and Curchods. Any additional terms will be incorporated within a separate letter addressed to the Vendor or the Vendor's agents.

2. Fees

- 2.1 Commission is payable to Curchods on the total sale price of the property, which shall be deemed to include any additional sum agreed for carpets, curtains, fixtures and fittings.
- 2.2 The Vendor becomes liable to pay commission to Curchods on the occurrence of any of the events set out in Clauses 5.2, 6.1, 6.2, 7.2, 8.2 and possibly 9 below and payment becomes due on the date of completion of the sale of the property. For the avoidance of doubt, if any contracts are exchanged which are conditional and any conditions are not fulfilled such that completion of the property does not take place, then no commission is due to Curchods.
- 2.3 Curchods reserves the right to charge interest on overdue commission (both before and after judgment) at the rate of 3% above the National Westminster Bank base rate as varied from time to time.
- 2.4 All fees and expenses will be subject to VAT at the prevailing rate.

3. Energy Performance Certificate (EPC)

Government legislation requires sellers to commission an EPC prior to marketing. Curchods offer various options, the details and costs of which will be discussed and agreed in advance and then confirmed in writing at the point of instruction.

4. Marketing Expenses

Responsibility for marketing costs where applicable (e.g. special advertising brochures, professional photography, national advertising etc.) and other expenses will always be pre-agreed with the Vendor with an estimate of costs given and confirmed in writing. Where it is agreed that the Vendor will pay for these additional costs and expenses they will be payable in advance of any such orders being placed.

5. Sole Agency

- 5.1 This means that the Vendor appoints Curchods as the only agent for the sale of property.
- 5.2 The Vendor shall pay to Curchods the sole agency commission (being the sole agency percentage specified in Curchods' Agency Agreement, of the total sale price of the property, or such other percentage or sum as may be agreed and confirmed in writing by Curchods) if contracts for the sale of the property are exchanged (whether during the period of the sole agency agreement or at any time thereafter) with a buyer who was first introduced to the purchase, during the period of the sole agency by Curchods or another agency within 6 months of the date instruction ended. If no other agent is involved this time limit extends to 2 years.

6. Multiple Agency

- 6.1 This means that the Vendor is free to enter into separate agreements for the sale of the property with more than one agent.
- 6.2 The Vendor shall pay to Curchods the multiple agency commission (being the multiple agency percentage specified in Curchods' Agency Agreement of the total sale price of the property, or such other percentage or sum as may be agreed and confirmed in writing by Curchods) if contracts for the sale of the property are exchanged (whether during the period of the multiple agency agreement or at any time thereafter) with a buyer first introduced to the purchase by Curchods.

7. Joint Sole Agency

- 7.1 This means that the Vendor appoints Curchods and one other named joint sole agent to act in conjunction with one another for the sale of the property.
- 7.2 The Vendor shall pay to Curchods the joint sole agency commission (being the joint sole agency percentage specified in Curchods' Agency Agreement of the total sale price of the property, or such other percentage or sum as may be agreed and confirmed in writing by Curchods) if contracts for the sale of the property are exchanged (whether during the period of the joint sole agency agreement or at any time thereafter) with a buyer first introduced to the purchase by Curchods, the named joint sole agent or any other agent during the period of the joint sole agency.

8. Term And Termination

- 8.1 In circumstances where Curchods have agreed with the Vendor a specified term for the duration of the agreement between them, which is set out in Curchods' Agency Agreement, or has been confirmed by Curchods in writing, that agreement will continue at the end of the agreed period until/unless cancelled by either party in writing.
- 8.2 If there is no such term agreed in accordance with Clause 8.1 above, either party may terminate the agreement on giving not less than 14 days written notice to the other.

9. Dual Fee Liability

There may be a dual fee liability if:

- 9.1 Another agent had previously been instructed to sell the same property on a sole agency, joint sole agency, or sole selling rights basis;
or
- 9.2 Another agent is instructed during or after the period of an agreed sole agency, joint sole agency or sole selling rights basis with Curchods.

10. Statutory Obligations/Codes of Practice

- 10.1 Curchods comply strictly with the provisions of the Estate Agents Act 1979, the Property Misdescriptions Act 1991, the Codes of Practice of the National Association of Estate Agents and The Property Ombudsman.
- 10.2 Curchods are required to disclose to prospective buyers any connection that the Vendor may have with Curchods or any member of Curchods' staff so that all parties to any transactions are aware of possible conflicts of interest. The Vendor must inform Curchods if any such connection exists.

11. Sales Particulars

On receipt of instructions from the Vendor, Curchods will prepare sales particulars of the property which will be forwarded to the Vendor for checking and signing off. The Vendor is required to ensure that these particulars are accurate and in no way misleading.

12. For Sale Board

With the consent of the Vendor, Curchods will erect a "For Sale" board outside the property. It may be an offence for more than one agent's board to be displayed and the Vendor agrees that no other board is erected.

13. Curchods' Services

In addition to the sale of property, Curchods offer a wide range of property related services which may be offered to the Vendor and/or to prospective buyers and from which Curchods may receive fee income and commission.