

FEES AND TERMS OF BUSINESS CONTRACT

This document creates legally binding obligations. Please read it carefully before signing. By signing you are agreeing to these Terms and Conditions.

The Estate Agents Act 1979 (and Estate Agents (Provision of Information) Regulations 1991) require Agents' terms of business to be confirmed in writing. In the case of all instructions ShineRocks will confirm their fees by submitting an accompanying letter with this agreement.

The fees and terms of business of ShineRocks will be as set out below **unless** and to the extent varied by the accompanying letter. ShineRocks require the Client to sign and return a copy of this document signifying his/her agreement, without which ShineRocks will not proceed to market the Property nor incur any expenses.

1. RESPONSIBILITY FOR PAYMENT OF FEES AND EXPENSES

The person to whom the accompanying letter is addressed (the Client) is responsible for the payment of fees and any agreed expenses unless it is confirmed in writing within eight days of the date of the letter that a third party is responsible. If this is the case, the name and address of the third party must be disclosed and that third party must give written confirmation of agreement to ShineRocks. In the event that the Client fails to notify ShineRocks of the true identity of the person responsible for our fees, the Client will be responsible for our fees.

2. FEES

ShineRocks fees will be calculated as set out in the accompanying letter as a percentage of the sale price achieved. Except as otherwise provided for in these terms of business or in the accompanying letter, ShineRocks sale fee is payable for the introduction of a purchaser (however introduced) who proceeds to an exchange of contracts. The sale price includes any extra price for carpets, curtains, fixtures or fittings. ShineRocks hereby place you on **notice** that through our contacts we may earn a financial benefit from prospective purchasers introduced to you from mortgage and insurance broking and/or advice. We do not share such financial benefit with you nor will credit be given for any financial benefit we enjoy against the fees you have to pay to us.

3. INSTRUCTIONS THAT ARE WITHDRAWN/TERMINATED WHEN THE CLIENT HAS AGREED A SALE OF THE PROPERTY TO A READY AND WILLING AND ABLE PURCHASER

The Client will be liable to pay our fees in addition to other costs or charges agreed if a ready willing and able purchaser is introduced through ShineRocks. A purchaser is a ready, willing and able purchaser if he/she/it is prepared and able to exchange contracts for the purchase of the subject Property at the agreed sale price. If in such circumstances the Client decides not to proceed, ShineRocks will charge half the agreed sale fee in addition to the expenses ShineRocks have incurred in marketing the subject Property.

4. SHINEROCKS RIGHTS TO WITHDRAW/TERMINATE THE AGENCY

ShineRocks reserves the right to withdraw/terminate its appointment as the Client's agent upon giving written notice and no fee will become payable except if the Property is subsequently sold to a purchaser who had been introduced by ShineRocks whilst it was acting as agents for the Property. Any outstanding agreed expenses incurred by ShineRocks become payable by the Client immediately.

- (i) The Client has a 14 day Cooling Off period after signing ShineRocks 'Fees and Terms of Business Contract', (Cancellation Form attached), cancellation fees will apply.

I/We would like ShineRocks to market 'The Property' with immediate effect and understand that a minimum cancellation/administration fee of £500.00 would become payable, should I/we decide to cancel within the 14 day cooling off period.

CLIENT SIGNATUREDATE.....

5. METHOD OF PAYMENT

ShineRocks fee and any additional outstanding agreed expenses shall be paid at completion (except in the case of a failed completion, see below). The Client must give his/her Solicitors irrevocable instructions to this effect but whether or not he/she does so his/her countersignature of these terms shall when passed on to such Solicitors constitute instructions within the meaning of this paragraph. In the event of the Client changing his/her Solicitor, ShineRocks must immediately be informed of the name and address of the new Solicitors. The countersigning of this Agreement by the Client shall be an irrevocable mandate from the Client to the Solicitors to pay ShineRocks fees on completion and in the event of any dispute concerning payment of the fees the Solicitors are hereby instructed to retain in their client account the total amount of ShineRocks fees as invoiced and not to account to their client for those fees until the dispute has been resolved or until a Court or tribunal has made an order or award in respect of those fees, and the solicitors comply with that Order or award. If the Client utilizes the services of a Licensed Conveyancer, the expression "solicitors" shall be substituted with the expression "Licensed Conveyancers".

6. FAILED COMPLETION

If a purchaser exchanges contracts and yet fails to complete the purchase, ShineRocks will nevertheless be entitled to half their agreed fees plus any outstanding agreed expenses incurred by ShineRocks in marketing the Property and the provisions above stated in relation to the Solicitors instructions apply equally to failed completions and the fees shall be payable within fourteen days of the failure to complete.

7. PURCHASERS

When ShineRocks are instructed to act on behalf of a purchaser they will confirm their instructions in writing and their fees will be quoted in the accompanying letter. ShineRocks purchase fee is exclusive of expenses, any surveys and specialist tests and any other expense incurred which shall first have been agreed in writing with the purchaser and are payable by the Purchaser (client) in addition to the fees.

8. DATA PROTECTION - We are registered with the ICO in accordance with the Data Protection Act 1998

9. GENERAL DATA PROTECTION REGULATION - Customer Consent: It is necessary for us to have to ask you to confirm your explicit consent for us to continue to keep in touch with you regarding products, marketing and services we offer, or to provide information on the local property market. Any marketing will be relevant to the purpose you originally contacted us about. By signing below you give us full consent to continue to communicate with you. (The signatory confirms that all the legal beneficial owner(s) agree).

10. PRIVACY POLICY – Please refer to ShineRocks website: www.shinerocks.co.uk

11. SOCIAL MEDIA POLICY - ShineRocks policy is not to use Names, Addresses, Postcodes or viewing times in any promotions.

12. VAT

All ShineRocks fees are subject to Value Added Tax whether it is stated in the accompanying letter or not and regardless of the Clients domicile.

13. PAYMENT OF ACCOUNTS

- (i) ShineRocks accounts for fees and for expenses become payable on the date stated on the invoice. This will usually be the date of completion or failed completion unless otherwise agreed in writing with client.
- (ii) Interest will be charged at 4% above National Westminster Bank base rate from time to time applying commencing with the date of the invoice on any unpaid amount that has not been paid within fourteen days of the time for payment stated on the invoice.
- (iii) In the event of default in payment of ShineRocks fees and expenses or part thereof the Client will also pay all fees and expenses incurred by ShineRocks with their Solicitors on a full indemnity basis incurred in connection with the recovery of the outstanding fees or expenses.

14. TYPE OF AGENCY

The accompanying letter will confirm which of the following type of agency we have agreed with you.

15. MULTIPLE AGENT

On the basis that ShineRocks act on a multiple agency basis our fees will be % of the purchase price (to include any amount apportioned for fixtures and fittings) excluding VAT, % including VAT. This is on the assumption that we are responsible for introducing a purchaser to the Property either directly or through one of our sub-agents, during the period we are acting as one of your directly appointed agents. If one of the other agents you have appointed introduces a purchaser, ShineRocks will not charge any sales commission.

16. CLIENTS RESPONSIBILITIES

- (i) The Client agrees to permit ShineRocks access to the Property with potential purchasers at reasonable times that are mutually convenient. If, however the Client repeatedly refuses access or cancels appointments to such an extent that ShineRocks are unable to perform their obligations under this Contract to find a purchaser the Client will, following ten days written notice to that effect pay ShineRocks half the fee. If within the notice period of ten days the Client allows access to view the period of the Agency will be extended for a time equal to the period during which ShineRocks were unable to conduct viewings.
- (ii) The Client agrees to indemnify ShineRocks and our employees and agents for any loss or damage to the Property howsoever arising during the period of Agency. It is the Client's responsibility to keep the Property safe for viewing and ShineRocks accepts no liability for maintaining repairing or otherwise dealing with the physical attributes of the Property during the period of agency.
- (iii) The Client agrees to immediately notify ShineRocks if any part of the sales particulars are inaccurate or misleading or misrepresent the Property and to indemnify ShineRocks against all claims costs and demands that are made in respect of any reliance placed by a purchaser or intended purchaser on them.

17. PERIOD OF AGENCY

- (i) The period of our appointment as the Clients' Agent shall be as set out in the accompanying letter ("The Original period") and shall continue thereafter until the expiration of 14 days notice given by the Client to ShineRocks and otherwise shall expire 24 hours following completion.
- (ii) If completion of a transaction fails to take place for any reason the client hereby confirms that the agency of ShineRocks shall continue for a further period of 4 weeks from the date of notification of failure to complete and will thereafter be terminable by 2 weeks written notice by either party to the other.
- (iii) If the Client wishes to change the type of Agency under which ShineRocks have been retained the Client may do so if:
 - Within the original period ShineRocks agree in writing or
 After the expiration of the original period on 14 days written notice from the Client to ShineRocks but not otherwise howsoever.

18. JAPANESE KNOTWEED – Are you aware of any Japanes Knotweed either at your own property or within the immediate area surrounding your property. YES/NO

19. PEP – I/We confirm that we nor any member of our immediate family is classed as a Politically Exposed Person. (PEP)

Type of Agency agreed Period of Agency agreed

Initial Asking Price For Sale/Sold Board (delete as appropriate)

Clients Names(s)

Property to be sold

I have read and understood these terms and acknowledge by signing that I agree to be bound by them. I would like ShineRocks to market the property with immediate effect.

CLIENT SIGNATURE DATE

SIGNATURE DATE

For and on behalf of ShineRocks