

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.

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. FEES

The Client is responsible for the payment of fees and any agreed expenses. ShineRocks fees will be calculated as stated below in Clause 5 and 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, conveyancing 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. All ShineRocks fees are subject to Value Added Tax.

2. THE CLIENT

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 cancellation fee of £500.00 would become payable, should I/We decide to cancel within the 14 day cooling off period.

3. METHOD OF PAYMENT

ShineRocks fee and any additional outstanding agreed expenses shall be paid at completion. The Client must give his/her Solicitors/Licensed Conveyancer irrevocable instructions to this effect. 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/Licensed Conveyancer 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.

4. 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 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.

5. SOLE AGENT

As your sole agent, our fees will be % of the purchase price excluding VAT, % including VAT (to include any apportioned price for fixtures and fittings). Sole agency means that you will be liable to pay remuneration to us in addition to any other costs or charges agreed when 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 your Property during that period or with a purchaser introduced by another agent during that period (either sub-instructed by us or directly instructed by you).

CLIENT SIGNATURE DATE

www.shinerocks.co.uk

6. CLIENTS RESPONSIBILITIES

- (i) The Client agrees to permit ShineRocks access to the Property with potential purchasers at reasonable times that are mutually convenient.
- (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 have omitted any information which may impact a buyers transactional decision 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.
- (iv) EPC – An Energy Performance Certificate is required by law. ShineRocks standard charge for this, to include a floor plan and enhanced photographs, is £125 including VAT.

7. **FEEDBACK** - Feedback from our customers is really important to us and we will ask you for your opinion once your property has been sold. We don't do this ourselves and have asked 'Estas' to do this on our behalf. Estas will only use your details for the purpose of obtaining feedback on our behalf. By signing below you are giving your explicit consent for ShineRocks to pass your contact details to Estas.

8. **DATA PROTECTION** - We are registered with the ICO in accordance with the applicable Data Protection Regulations.

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. **PERIOD OF AGENCY** - The period of ShineRocks appointment as the Clients' Sole Agent shall be a four week rolling contract. Four weeks written notice can be given at any time.

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

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

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