

## THE BUYER PAYS 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 Buyer(s) pay ShineRocks fee which will become due on exchange of contracts but will be payable on completion of the sales transaction. All ShineRocks fees are subject to Value Added Tax.

Upon request of the Buyer or the Buyers Solicitors/Licenced Conveyancers, the Fee can be added to the net agreed sale/purchase price and in these circumstances, the Fee will be paid by the Clients (Sellers) Solicitor/Licenced Conveyancers on completion of the sales transaction as stated in clauses 3 & 4 below. In these circumstances the Client & the Clients Solicitor/Licenced Conveyancer will be advised of this arrangement through the Memorandum of Sale. HMRC have indicated that the commission Fee will be considered as part of the 'chargeable' consideration for the property and may therefore be included in the calculation for any stamp duty liability which the Buyer will pay on transfer of the property to their ownership.

ShineRocks are acting for the Client/Vendor in all cases, NOT the buyer. The Client/Vendor will not have dealings directly with the buyer or enter into any private arrangement/agreement to sell to the buyer which results in the buyer refusing to pay all or part of ShineRocks Fees, in these circumstances the Client becomes responsible for payment of ShineRocks fees in full and clauses 3 & 4 below will apply.

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 advice.

### 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 shall be paid at completion by the buyers Solicitors/Licenced Conveyancer unless otherwise agreed with The Client (seller). In the event that the buyers or buyers Solicitors/Conveyancer requests/requires that the fee including any VAT element, be added to the agreed purchase price, payment of the fee will be made by the Clients (Sellers) Solicitors/Licenced Conveyancer to ShineRocks as stated below in Clause 4.

### 4. PAYMENT OF ACCOUNTS

- (i) ShineRocks accounts for fees 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) In the event of default in payment of ShineRocks fees 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, ShineRocks fees will be paid by the Buyer, unless otherwise agreed by the Client in accordance with clauses 3 & 4 as stated above. ShineRocks fees shall be inclusive of VAT at the prevailing rate.

CLIENT SIGNATURE ..... DATE .....

[www.shinerocks.co.uk](http://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](http://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 SOLE 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