

SALES TERMS and CONDITIONS in accordance with the Estate Agents Act 1979**Sole agency**

Where PMP International act on your behalf as your sole agency, you will be liable to pay remuneration to us, if at any time unconditional contracts for the sale are exchanged with a purchaser introduced by us during the period of sole agency or with whom we had negotiations about the property during that period or with a purchaser introduced by another agent during that period. A sole agency instruction is for a minimum term of 10 weeks and can be terminated by either party by giving 2 weeks' notice. At the end of the initial term, if notice is not given by either party, the agreement will continue a rolling contract basis. As a Sole Agent our fees will be calculated at a rate of 2% plus VAT (2.4%) of the agreed sale price (at the prevailing rate)

Multiple agency

Where PMP International is instructed alongside other agents, you will be liable to pay commission to us, in addition to any costs and charges agreed, if at any time unconditional contracts for the sale are exchanged with a purchaser introduced by us; or with a purchaser to whose attention, we brought the availability of the property. A multiple agency instruction is for a minimum term of 10 weeks and can be terminated thereafter by either party by giving 2 weeks' notice. At the end of the initial term, if notice is not given by either party, the agreement will continue a rolling contract basis.

As a Multiple Agent our fees will be calculated at a rate of 2.5% plus VAT (3%) of the agreed sale price (at the prevailing rate)

Sub instruction

PMP International reserve the right to sub instruct other agencies at any time during our period of instruction if we consider that this would be in your best interests. This will not involve any extra costs and all viewings and negotiations will be co-ordinated by PMP International.

Fees Payable

PMP International fees are calculated as a percentage (%) of the sale price achieved + Value Added Tax at the prevailing rate. This is regardless of the client's domicile.

Responsibility of fees

The responsibility for the payment of fees remains with the party(ies) named on this document unless it is clearly stated that a third party is responsible. If this is the case, the name and address of the third party must be disclosed at the earliest time available. Our fees will remain payable in the following circumstances:

PMP International will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser that PMP International has introduced within six months since the instruction has ended. If an approach is made to you directly because of our marketing and publicity in any way, in which case you should notify us in writing for us to negotiate on your behalf.

Payment of Fees

All fees become due and payable upon exchange of contracts. At the discretion of PMP International, fees may be paid out of completion monies. On signing this document, you are hereby authorising your lawyers to pay our fees out of the sale proceeds. If PMP International instructs solicitors for the recovery of any fee we will be entitled to recover from you our solicitor's reasonable costs whether or not proceedings have been issued.

Keys

Where you provide us with a set of keys (or authorise us to use keys held by another agent) we may make further copies to facilitate viewings by the instructed office. PMP International will use a key tag system that ensures that third parties cannot identify which property a set of keys belong to, thus in the event that keys are lost or unaccounted for liability remains limited to cost of cutting a new set.

For Sale Boards

Upon agreement we will erect a sale board in compliance with the Town and Country Planning regulations 1989. The client must not permit another board to be erected at the same time and must notify us immediately if another board is displayed at the same property, as only one board is usually permitted. We reserve the right to erect a sold board (where applicable) outside a property that we have sold, 14 days prior to completion of the sale.

Property Mis-descriptions Act 1991

To avoid misunderstanding we request that you carefully check the accuracy of the sales particulars that we submitted to you prior to marketing. Please notify us immediately of any changes, errors, additions or omissions or if you have not been provided with a copy of the sales particulars to check.

You are responsible for providing us with accurate information about your property and you agree to indemnify PMP International, its employees and agents against any damage claims, losses and reasonable expenses which PMP International may have to pay for, or for which PMP International may be held liable, arising from any misdescription of your property that arises from false, inaccurate or misleading information which you supply to us or from any omission on your part to supply the necessary information.

Disclosure of interests

As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself (ves). If you are or become aware of such interest you should notify PMP International immediately. It is a requirement of this agreement that should an offer be agreed privately, or via another estate agent, the seller must disclose to PMP International the identity of the purchaser prior to the exchange of contracts.

Services to other parties

While acting in your best interests, we may offer various services to other parties from time-to-time in the ordinary course of business or to facilitate your own transaction. Where this is the case and we receive fees or reciprocal benefits from other parties (or from service providers) you will be made aware of this and the total remuneration received by us will be within the market norm for the service provided.

Anti-Money Laundering Legislation

PMP International are subject to Money Laundering Regulations 2007. As a result we will need to ask you for suitable identification and will be unable to proceed with any work on your behalf if we are unable to obtain this from you.

We will require a copy of a full valid passport or the new form of photo driving license plus copies of two utility bills showing your correct name and address. In the case of a company selling the property, a copy of the certificate of incorporation, evidence of the registered trading address and a list of shareholders and directors will be required.

Retention of Records

The seller agrees that PMP International may retain its files relating to the prospective sale of the property (whether or not a sale takes place) for a period of six years for the purposes of complying with its statutory obligations as to record keeping and for the purposes of responding to any possible legal action by the Seller.

Seller's declaration and warranty

The seller hereby declares that he is the legal and beneficial owner of the property and/or that he has the authority to sell the Property.

Termination of the Agreement

Upon the expiry of the fixed term we shall continue to act on your behalf on the same basis unless we are notified in writing, giving us no less than two weeks' notice that you wish to terminate our agency agreement. In all cases where our agency is terminated any agreed expenses are payable immediately.

Notice of right to cancel (Pursuant to The Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008)

You may have a statutory right to cancel this Agreement within 14 days of receipt of this document, but cancellation must be made in writing and should be sent to us at: 94 Belsize Lane, Belsize Park, NW3 5BE or by email to info@pmpi.co.uk

Vendor:

Property Address:

Contact Address:

Phone:

Email address:

Sole Agency ☐ Multiple Agency ☐

Initial Asking Price:

Signed:

I confirm that I, the above-named person, have the authority of the seller to enter into this agreement and have read and understood the terms and conditions contained within this document. I accept that by signing this document I am bound by its content.