HUDSONS

Sales Terms and Conditions

Property address ('the property')			
	Postcode		
Correspondence address (if different from the property address)			

Postcode

Dear Sirs,

I/we hereby appoint Hudsons Property Ltd to act as (tick one box)

Sole seller	%□	Multiple agent	%
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- wish to set an initial asking price of
- agree to commence marketing on (date)
- have read, fully understood and accept the Terms and Conditions opposite
- · understand that the fee payable will be (based on achieving full asking price)
- □ EPC required □ Seller providing EPC
- understand that where possible a 'For Sale' board will be erected to assist in advertising the property;

· acknowledge that Hudsons Property has a procedure for handling any complaints and may disclose information relating to the sale of the property to the Ombudsman or the RICS, should it relate to a complaint or the monitoring of Hudsons Property's compliance with the Code of Practice.

Notice of the Right to Cancel

You have the right to cancel this contract within 14 days under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This must be done in writing from within 14 days from the date that the contract is signed. The notice should be sent to 24 Charlotte Street, London, WIT 2ND or by email to: salesadmin@hudsonsproperty.com. Any Notice of Cancellation is deemed served on the day it is delivered, posted or sent. This directive only applies to distance contracts

If you have given us your written agreement to market within the cancellation period then you may be required to pay our commission fees if we have introduced a purchaser to your property prior to your service of Notice of Cancellation.

Yours Faithfully

On behalf of any & all cosellers

On Behalf of Hudsons Property

Signed contract returned by:

Post 🗌 Fax 🗆

Hudsons Property are members of the following professional bodies



Email 🗆



Echosign 🗌

Person 🗌

Terms and Conditions

Ι. Definitions

- In these terms and conditions the following words mean: 'Remuneration/Fee/Fees' our commission based on the agreed percentage of the sale price, all percentages are exclusive of VAT, which will be charged in addition.
- 'Introduced' for the purposes of this contract means that a buyer viewed the property through us. Such introduction is deemed to be effective in terms of introducing a buyer to the property and the eventual purchase for a minimum period of six months after the termination of this contact. To avoid any potential liability for two fees in the future you should contact us immediately if any buyer already introduced by us revisits the property through another estate agent.

Sole selling service 2.

- You hereby under take not to instruct any other agent during the term of this agreement.
- To be clear, for the purposes of the clause 2.3 below, you hereby agree that private or other agent's sales originating before the termination date of the agreement are deemed to have been introduced by us. 2.2. 23 You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the
- following circumstances: If unconditional contracts for the sale of the property are exchanged in the period during which we have
 - sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself;
- If unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom we had negotiations about the property during that period. 2.4. Our fee is calculated at the rate of **1.75%** of the sale price plus VAT and our appointment has a minimum
- duration of 15 weeks from the date opposite; termination must be in writing giving 28 days' notice.

Multiple agency service

- Remuneration will be due to Hudsons Property if at any time contracts for the sale of the property are exchanged with a purchaser who has been directly or indirectly introduced by Hudsons Property during the period of our agency agreement; or alternatively where we were the effective cause of sale such that a sale 31 price is agreed.
- Where a multiple agency follows a period as sole seller, the multiple agency fee immediately replaces the sole 3.2. seller fee.
- 33 Our fee is calculated at the rate of **%** of the sale price plus VAT and our appointment has a minimum duration of 15 weeks from the agreed date of marketing (commence marketing date opposite); termination must be in writing giving 28 days' notice.

Asset transfer

It is the intention of the parties to this agreement that a purchase by asset transfer (for example using a limited company or trust etc.) will be treated as if it was a sale of the property for the purposes of this agreement.

5. Withdrawal fee

Incl. VAT

6.

In the event of your property being withdrawn or our contract terminated after a sale has been agreed, Hudsons Property reserve the right to charge 50% of our fee for fair costs towards the expenses incurred in the marketing if a 'ready willing and able purchaser' has been introduced by us. A purchaser is a 'ready, willing and able' purchaser if they are prepared and able to exchange unconditional contracts for the purchase of your property. You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if such a purchaser is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw and unconditional contracts for sale are not exchanged, irrespective of your reasons.

Responsibility of fees

The responsibility for the payment of fees remains with the party (ies) named on this document. Hudsons will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser that Hudsons has introduced within six months of the date Hudsons instruction ended. However, Hudsons will give up its rights to any commission fee if a purchaser first introduced by Hudsons goes on to buy the property through another estate agent in circumstances where that purchaser was introduced by the other estate agent more than six months after Hudsons instruction ended. If no other estate agent is introduced, this time limit will not apply. There may be a dual fee liability if: The seller has previously instructed another agent to sell the same property on a sole agency, joint sole agency

- 61 or a sole selling right basis; or
- 6.2. That the seller instructs another agent during or after the period of Hudson's sole agency or joint sole agency.
- Payment of fees Our fees become due upon exchange of contracts. However, at our discretion it is acceptable to pay when you **7.** 7.1. move, provided that you instruct your solicitors to pay us from the proceeds of the sale on the day of completion.
- 7.2. We will be entitled to claim from you any legal costs we incur in enforcing the terms of this agreement as a result of any non-payment of our fees

8. Interest

We reserve the right to charge interest from the date of exchange of contracts on any amounts still outstanding 28 days after Hudson's fees are first demanded. The prescribed rate of interest shall be 2% above the Bank of England base rate as at the date they are first demanded payable from that date.

Connected Persons

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 employment or any connected person(s) and yourself (ves). If you are or become aware of such an interest you should notify Hudsons immediately.

10. 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 and other offices where appropriate. We will not charge you for this service. Hudsons secure key tag system ensures that third par ties cannot identify which property a set of keys belongs to, therefore, in the event that keys are lost or unaccounted for, Hudson's liability is strictly limited to the cost of cutting a new set of keys.

Money laundering

We are obliged by law to accept and conduct instructions in accordance with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and Proceeds of Crime Act 2002. These require us (inter alia) to establish the identity and addresses of clients, and the source of any funds received, and to renew client due diligence on a regular basis. You agree to provide to us any information or documentation which we reasonably request in this regard. For the avoidance of doubt, searches may also be conducted on Directors and "beneficial owners" of the client as is required by the legislation. We will be unable to commence with the instruction until we have completed the necessary client due diligence. In the event that any key information that would alter our records changes during the course of this instruction, such as a change in any beneficial owners, you agree that you will inform us as soon as possible. This information will not be disclosed to any other person, except for those authorised to regulate or conduct enquiries under The Money Laundering Regulations.

12.

- **Anti-bribery and corruption** We agree that throughout the period of this agreement we shall:
- Comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to Bribery Act 2010 (the "Relevant Requirements"); 12.1.
- Not engage in any activity, practice or conduct which would constitute an offence under sections I, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK. 12.2.
- Maintain anti-bribery and anti-corruption policies to comply with the Relevant Requirements and any best practice relating to thereto; 12.3.
- 12.4. Promptly report to you any request or demand for any undue financial or other advantage of any kind in connection with the performance of our services to you



13. Data Protection

In accordance with the provisions set out in the General Data Protection Regulations (GDPR), we will 17.1. hold all data provided as data controller. Details of how your data will be set. hold all data provided as data controller. Details of how your data will be taken, held and used is set out in our privacy policy ("the Policy") which can be provided upon request. A copy of the Policy can also be found on our website <u>www.hudsonsproperty.com</u> if you have any questions regarding the storage or use 17.2. of the data please refer to the policy or direct the questions to <u>simon@hudsonsproperty.com</u>. 17.3.

14. Documents

Certain documents may legally belong to you, but it is necessary for us to destroy correspondence and other papers after six years except for documents that we consider to have continuing significance. If you want us to keep particular documents you must instruct us accordingly.

15. Force maieure

Neither party shall be liable under or in connection with these terms to the extent that such liability arises as a consequence of any event or circumstance or cause beyond the reasonable control of that party.

Disclosure 16.

It is a requirement of this agreement that should an offer be agreed privately, or via another estate agent, the seller must disclose to Hudsons the identity of the purchaser prior to exchange of contracts.

This agreement This letter satisfies the Estate Agents (Provision of Information) Regulations 1991, under which we are required to confirm our terms in writing. Should you not sign it but instruct us to proceed and accept viewings on the property you will be bound by all of its terms.

Any changes to these terms and conditions will not be recognised by us unless agreed in writing and signed by ourselves.

Agreeing to Hudsons Property's terms does not supersede any existing arrangements you may have with another estate agent. We therefore advise you to ensure you have cancelled any previous sole agency agreements that may leave you liable to paying two fees.

18.

(EPC) Energy Performance Certificate In order to market your property an Energy Performance Certificate (EPC) is required by law. If you have rented your property since I October 2008, you may already have an EPC. If not, please let us know and we'll make the necessary arrangements for you.