

Terms & Conditions Sellers

1. APPOINTMENT AS AGENT

1.1 You are the sole or joint owners or one of the joint owners with authority to sell the above property named in the agency agreement, with full vacant possession on completion of the sale.

1.2 You instruct THE ESTATE AGENCY DISCOUNT CLUB from the date of this agreement to act on the basis set out in the agency agreement in respect of the marketing of the property, at the initial asking price indicated.

1.3 In appointing THE ESTATE AGENCY DISCOUNT CLUB you are entering into a legally binding contract giving the THE ESTATE AGENCY DISCOUNT CLUB the right to act on the basis of the agency agreement.

1.4 THE ESTATE AGENCY DISCOUNT CLUB is appointed as selling agent for the property detailed in the agency agreement. You will be liable to pay the sales fee as set out to THE ESTATE AGENCY DISCOUNT CLUB (in addition to any other costs or charges agreed) if at anytime unconditional contracts for the sale of the property are with a purchaser who :

1.4.1 Was introduced by THE ESTATE AGENCY DISCOUNT CLUB, during the period of THE ESTATE AGENCY DISCOUNT CLUBS' agency agreement period.

1.4.2 THE ESTATE AGENCY DISCOUNT CLUB had negotiations with about the property during the period of THE ESTATE AGENCY DISCOUNT CLUB agency agreement period

1.5 If at any time unconditional contracts for the sale of the property are exchanged with a purchaser who is a housebuilder purchasing the property in part exchange, 50% of the agreed fee is payable upon unconditional exchange of contracts.

1.7 The sales fee as set out becomes payable upon unconditional exchange of contracts with a purchaser (whether for money or part exchange where clause 1.5 of these terms and conditions applies)The sales fee is to be paid by you to THE ESTATE AGENCY DISCOUNT CLUB within seven working days of the completion of the sale / part exchange of the property. Should the sales fee be paid after this date an automatic return to our standard fee of £1500, will apply instead.

1.8 There may be a dual fee liability if: You the seller has previously instructed another Estate Agent on a sole, joint sole or sole selling rights basis. Or that you the seller instructs another Estate Agent during or after your period of this agency agreement.

2. THE ESTATE AGENCY DISCOUNT CLUBS OBLIGATIONS

2.1 THE ESTATE AGENCY DISCOUNT CLUB shall exercise reasonable care and skill in the performance of its obligations under this agreement.

2.2 THE ESTATE AGENCY DISCOUNT CLUB will notify you in writing, unless other methods have been agreed, of all offers received from prospective purchasers of the property unless you give written notice to the contrary.

2.3 THE ESTATE AGENCY DISCOUNT CLUB will promptly notify you if any employee or associate (which includes relatives of THE ESTATE AGENCY DISCOUNT CLUB staff and businesses which are legally associated with THE ESTATE AGENCY DISCOUNT CLUB) of THE ESTATE AGENCY DISCOUNT CLUB has or intends to have a personal interest in the sale or the purchase of the property or will be providing services or receiving a benefit from any prospective purchaser of the property. You agree to disclose to THE ESTATE AGENCY DISCOUNT CLUB whether you or any relatives any connection with THE ESTATE AGENCY DISCOUNT CLUB.

2.4 THE ESTATE AGENCY DISCOUNT CLUB will ask you to verify the property particulars we produce and any aspect of the property that THE ESTATE AGENCY DISCOUNT CLUB can not be certain. You agree to inform THE ESTATE AGENCY DISCOUNT CLUB if you become aware of any inaccuracies in THE ESTATE AGENCY DISCOUNT CLUB sales particulars, advertisements, press releases or any other information produced about the property by THE ESTATE AGENCY DISCOUNT CLUB

3 PAYMENTS

3.1 Without prejudice to any terms in this agreement and where not specified elsewhere all payments under this agreement shall become due on submission to you by THE ESTATE AGENCY DISCOUNT CLUB of an invoice for the monies owed. THE ESTATE AGENCY DISCOUNT CLUBS invoices shall be due within seven working days of the invoice date.

3.2 Interest and collection costs shall be charged on all amounts overdue in accordance with the late payments of commercial debts (Interest) act 1998. For the avoidance of doubt, interest shall be charged from the day the invoice is overdue until payment of the invoice is made in full by you.

4. DATA PROTECTION

4.1 THE ESTATE AGENCY DISCOUNT CLUB are registered with the information commissioner for the purposes of the data protection act 1998 and comply with the directive on privacy and electronic communication (2002/58/EC)

I/We acknowledge that THE ESTATE AGENCY DISCOUNT CLUB will store and process by computer or otherwise, information obtained about me/us and information that also relates to any contract that I/We enter into with THE ESTATE AGENCY DISCOUNT CLUB or with its product provider. I/We acknowledge and consent that THE ESTATE AGENCY DISCOUNT CLUB will use/disclose data for the purposes of managing such contracts and disclosing our data to other ESTATE AGENCY DISCOUNT CLUB service providers as part of their business activities.

5. PROVISION OF SERVICES TO PURCHASERS OR OTHER PARTY

5.1 You agree that THE ESTATE AGENCY DISCOUNT CLUB its associates and connected persons reserve the right to offer to your prospective purchasers of the property (or anyone else involved in the transaction or house chain) including but not limited to estate agency services in connection with the purchasers or third party's property, financial advice, legal advice, valuation services. Further fees and sales commission may be derived and retained by THE ESTATE AGENCY DISCOUNT CLUB.

5.2 Where THE ESTATE AGENCY DISCOUNT CLUB introduces you to solicitors to act on your behalf this is an introduction only and the solicitor client relationship will be between you and the solicitor as described in the solicitor's engagement documentation. We may receive a fee from the solicitor for the introduction.

6. MARKETING

6.1 You agree that THE ESTATE AGENCY DISCOUNT CLUB have your permission to erect a "for sale" board at the property named in the agency agreement.

6.2 You agree that upon unconditional exchange of contracts on the named property that THE ESTATE AGENCY DISCOUNT CLUB may use or publish an external photography of the property as part of their marketing strategy to which you give unreserved permission.

7. TERMINATION

7.1 This Agency agreement will stay in force until terminated as described in clauses 7.2 and 7.3.

7.2 Either party can terminate this agreement by giving seven days written notice on the other and upon you paying in full any invoices raised by THE ESTATE AGENCY DISCOUNT CLUB due at termination.

7.3 Unless notice is served, as set out in clause

7.2 the agreement will automatically continue.

7.4 In the event that any payments due under these terms and conditions are not received this agreement will continue until such a time that payment is made and you will be liable to us for any fees or costs arising as a result of entering into this agreement.

8 PAYMENT OF DISPURSEMENTS AND ADDITION COSTS

8.1 Any dispursments o addition costs stated or subsequently agreed in writing by THE ESTATE AGENCY DISCOUNT CLUB and agreed with you become payable at the time of instruction of these services.