

# Residential Sales

## Terms and Conditions of Business and Fees (Page 1 of 1)

'The Client': \_\_\_\_\_

'The Property': \_\_\_\_\_

Contact Address: \_\_\_\_\_

Daytime tel: \_\_\_\_\_

Mobile: \_\_\_\_\_

Home tel: \_\_\_\_\_

Email: \_\_\_\_\_

'The Property' and Agency type: (please select)

House Sole Agency @ £9,999 inc. VAT

Flat Sole Agency @ £4,999 inc. VAT

Leasehold Information: (if applicable)

Expiry date:

Share of Freehold:  Yes  No

Service Charge: £     or   % p.a.

Ground Rent: £     or   % p.a.

Asking Price: £ 00,000,000.00 GBP

### 1. Sole Agency

1.1 Harper Finn will only act on The Client's behalf as the sole agent. The Client will be liable to pay remuneration to Harper Finn, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of The Property are exchanged with a purchaser introduced by Harper Finn during the period of Harper Finn's sole agency or with whom Harper Finn had negotiations about The Property during that period; or with a purchaser introduced by another agent during that period. The period of Harper Finn's Sole Agency will be ongoing until either party terminates by giving 14 days notice in writing.

### 2. Asset Transfer

2.1 For the avoidance of doubt and without prejudice to the above it is the intention of the parties to this agreement that any purchase by way of asset transfer will be effected to maximise efficiencies and that such a transfer will be treated as if it was a sale of property for the purposes of this agreement.

### 3. Energy Performance Certificated (EPCs)

3.1 It is a legal requirement to have commissioned an EPC before marketing can commence on The Property. Harper Finn can arrange this for The Client at an additional cost of £100 including VAT.

### 4. Fees Payable

4.1 Harper Finns' fees are calculated at a fixed rate. All fees include VAT at the prevailing rate. For all house (Freehold title) instructions Harper Finns' fee is £9,999. For all flat (Leasehold or Leasehold with Share of Freehold) instructions Harper Finns' fee is £4,999.

### 5. Responsibility of Fees

5.1 The responsibility for the payment of fees remains with The Client named on this document. Harper Finn will be entitled to a fee if The Client terminates this contract and go on to sell The Property to a purchaser that Harper Finn has introduced within three months of the date Harper Finns' instruction ended. However, Harper Finn will give up its rights to any fee if a purchaser first introduced by Harper Finn goes on to buy The Property through another estate agent in circumstances where that purchaser was introduced by the other estate agent more than three months after Harper Finns' instruction ended. If no other estate agent is introduced, this time limit will not apply. There may be a dual commission fee liability if:

- The Client has previously instructed another agent to sell The Property on a sole agency, joint sole agency or a sole selling rights basis; or
- The Client instructs another agent during or after the period of Harper Finns' sole agency.

### 6. Time and Payment of Fees

6.1 All Harper Finns' fees become due and payable upon exchange of contracts. However, and at the discretion of Harper Finn, fees may be paid out of completion monies. On signing this document, The Client is hereby authorising and instructing The Client's lawyers to pay Harper Finn's fees out of the sale proceeds by BACS transfer on the day of completion to HARPERFINN LIMITED, HSBC, 40-05-22, 51733559.

### 7. Disclosure

7.1 It is a requirement of this agreement that should an offer be agreed privately, or via another estate agent, The Client must disclose to Harper Finn the name of the purchaser prior to exchange of contracts.

### 8. Interest

8.1 Harper Finn reserve the right to charge interest from the date of exchange of contracts on any amounts still outstanding 28 days after Harper Finns' fees are first demanded. The prescribed rate of interest shall be 3% above the Bank of England base rate as at the date they are first demanded and payable from that date.

### 9. Connected Persons

9.1 As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, Harper Finn are not aware of any personal interest existing between Harper Finn or anyone in Harper Finn's employ or any connected person(s) and The Client. If The Client are or become aware of such an interest The Client should notify Harper Finn immediately.

### 10. Related Services

10.1 A purchaser may wish to instruct Harper Finn about a related service. Harper Finn does offer such services to purchasers including the following: the sale or rental of The Property or another property; the provision of financial services via an appointed third-party provider; and management of property. Where this occurs, Harper Finn, its employees and/or affiliates may receive a fee. Any commission or other income earned by Harper Finn while carrying out our duties as agent for the sale of the property, will be retained by Harper Finn.

### 11. Keys

11.1 Where The Client provide Harper Finn with a set of keys, Harper Finn operate a secure key tag system that ensures that third parties cannot identify which property a set of keys belongs to, therefore, in the event that keys are lost or unaccounted for, Harper Finns' liability is strictly limited to the cost of cutting a new set of keys.

### 12. Complaints Procedure

12.1 Should The Client have any problems with Harper Finns' service which The Client is unable to resolve with the negotiator involved The Client should write to the Sales Manager. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to The Client within 14 working days. If The Client remains dissatisfied, The Client should write to the Managing Director of Harper Finn (MD). The same time limits will apply. Following the MD's investigation, a written statement expressing Harper Finns' final view will be sent to The Client and will include any offer made. This letter will confirm that The Client is entitled, if dissatisfied, to refer the matter to the Property Redress Scheme (PRS) within six months for a review. The PRS will only review complaints made by consumers.

### 13. Anti-Money Laundering Regulations (AML)

13.1 Harper Finn is subject to the Money Laundering Regulations 2007. As a result Harper Finn will need to ask The Client for suitable identification and will be unable to proceed with any work on The Client's behalf if Harper Finn are unable to obtain this from The Client.

### 14. Data Protection and Privacy Policy

14.1 Harper Finn is registered under the Data Protection Act 1998 and undertake to comply with the Act in all dealings with The Client's personal data. Harper Finn will keep The Client's personal information secure. Occasionally, Harper Finn may contact The Client by letter, telephone, email or otherwise to inform The Client about other products and services Harper Finn offer. To opt out, simply write to/email Harper Finn to be excluded.

### 15. Exclusive Jurisdiction

15.1 The High Court and the County Courts of England and Wales shall have exclusive jurisdiction over this agreement.

### 16. Entire Agreement and Variations

16.1 This contract constitutes the entire agreement between Harper Finn and The Client and supersedes all prior agreements, understandings, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing by the Managing Director of Harper Finn.

### 17. Notice of the Right to Cancel

17.1 The Client may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed. Notice of Cancellation MUST BE IN WRITING and should be sent by post to HARPERFINN, Suite 3, 295 Chiswick High Road, London, W4 4HH; or by email to w4ysmarter@harperfinn.co.uk. Any Notice of Cancellation is deemed served on the day that it is posted or sent. If The Client has given Harper Finn written agreement to market The Property within the cancellation period The Client may be required to pay Harper Finn's fees if Harper Finn have introduced a purchaser to The Property prior to The Client serving a Notice of Cancellation.

**The Client confirms that the above information is accurate and that The Client has read and understood the terms and conditions contained within this document. The Client understands that they may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed and confirm that The Client wishes Harper Finn to commence marketing The Property immediately. The Client accepts that in signing this document The Client is bound by its entire contents.**

Signed:  
(The Client)

Name:

Date: