

CONFIRMATION OF MARKETING AGREEMENT

TERMS AND CONDITIONS OF AGENCY

SALES PARTICULARS

A copy of the sales particulars where appropriate will be provided to you or your authorised agent to check that details are correct. We will take reasonable care in the preparation of these but you must also undertake to check them and inform us of factual inaccuracies in order to avoid misleading a buyer.

ADVERTISING

PK Properties will promote your property using all appropriate media and their best efforts to achieve a sale. You authorise us to take or arrange photographs of the property which may be used by us in advertising material including newspapers, magazines and on the internet, prepare sales particulars, arrange viewings for prospective buyers and erect a for sale/sold board. Please clarify whether or not you authorise us to erect such board on our Terms of Business Document.

UNOCCUPIED PROPERTY

It is your responsibility to ensure that mains services are turned off and water and heating systems are professionally drained and the insurers of the property are notified. We accept no liability for any damage or loss arising from a property being vacant.

Furthermore, we shall not to the extent permitted by law be responsible for any damages, loss or consequential loss arising (directly or indirectly) out of viewings, inspections or other attendances at your property (vendors are reminded that they should have suitable insurance cover in place, including building, contents and public liability).

SERVICES WHICH MAY BE OFFERED TO YOUR BUYER

Prospective buyers may be offered estate agency services including marketing of their own property. This may include circumstances where the sale of the buyer's property or your property is dependent on the sale of another buyer's property. We may also offer and provide letting, management, valuation, banking and insurance services and financial assistance particularly for securing mortgage facilities.

Listed below are the different types of agency arrangement on which you may instruct us.

SOLE, JOINT AND MULTIPLE AGENCY

Whether you choose PK Properties as the Sole Agent to market your property, or use another agent or agents alongside us to do so, the same fees and terms apply.

Marketing will start from the date we sign this form until Notice to Terminate/Cancel is to end this agreement. You will be liable to pay our fee plus VAT of the sale price agreed. Our fees (in addition to any other costs or charges that may have been agreed) are to be paid in the following circumstance: If unconditional contracts for the sale of the property are exchanged with a buyer that was introduced by us or with whom we had negotiations about the property during the agency period.

PAYMENT OF & LIABILITY FOR FEES

You are liable to pay our fees on exchange of contracts but payment is generally deferred until completion. You hereby give irrevocable authority to the Solicitors acting on completion of the sale to pay our agreed charges out of the proceeds of the sale on the day of completion in accordance with this agreement. Interest will be charged at 4% above Barclay's Bank base rate if the account remains unpaid for more than 10 days after completion.

You are liable to set out the fees as set out in this agreement. In addition, we will be entitled to the relevant fee as set out elsewhere in this agreement if you enter into any form of partnership, joint venture or any other collaborative arrangement with a person or body in circumstances where we would, if the property were sold to that person or body, be so entitled. Such fee shall be payable on the date that any such an arrangement is entered into and be calculated on the notional sale price to reflect the open market value of the sellers interest in the property at the date the seller enters into such an arrangement to be agreed within 14 days, or if not agreed, to be settled by an Arbitrator in accordance with the Arbitration Act 1996 appointed by the President of the Royal Institution of Chartered Surveyors on the written application of either party.

In accordance with the Code and Practice (TPO), following termination of our agreement, if a purchaser introduced by us or with who we have negotiated goes on to buy the property through another agency (and even if you have paid that other agent a selling fee), we will still be entitled to our fee if a Memorandum of Sale (or equivalent) is issued by the other agent within six months of the date of termination of our instruction and where exchange of contract takes place.

DUAL FEE WARNING

Please remember if you have instructed another agent to sell your property on a Sole Agency/Sole Selling Rights basis, or if you have used a portal/website other than our own, you may be liable to pay their fee in addition to ours. Be sure to read their terms and conditions for clarification.

DISCRIMINATION

We will not discriminate against anyone under any section of the Sex Discrimination, Race Relations or Disability Discrimination Acts.

EPC

Under the Energy Performance of Buildings (Amendment) Regulations 2010, you are required to commission an EPC (Energy Performance Certificate) for the property prior to marketing and this should be made available to prospective buyers as soon as it is available. We can assist in organising this for you.

THE OMBUDSMAN

We are members of The Property Ombudsman (TPO) Scheme and adhere to its code of practice which is available at www.tpos.co.uk

DATA PROTECTION

We are registered as a data controller with the Information Commissioner under reference Z8530106. If you have any queries about the information we hold about you, or how we hold it, please ask.

INFORMATION AFFECTING THE PROPERTY

You will advise us at once if any of the information you have given us, or is contained in the sale particulars is inaccurate or misleading in any way or if you become aware of any notices, planning applications or rights which may affect the property or its ownership. You will also advise us if you have already received, or become aware of any interest in the property from any other source.

ASSIGNMENT

Either party may assign the benefit of this agreement to another upon giving notice.

COPYRIGHT

All particulars, brochures, photographs and other promotional materials prepared by us or supplied by us belong to PK Properties.

JURISDICTION

In the event of a dispute about this agreement, it will be subject to the laws of England and Wales.

DEFINITIONS AND MEANINGS

Fees: Either the commission or the agreed percentage of the sale price howsoever it may be apportioned, if at all, for fixtures, fittings and chattels or for a fixed price which we have previously agreed which will be shown above plus VAT.

Exchange of contracts: This occurs when contracts are exchanged between a seller and a buyer to transfer the ownership from one to another. Under this agreement this is the event which triggers your binding contractual liability to pay our fees although payment is normally deferred until completion.

Notice to Terminate: This agreement can be terminated at any time after the end of the minimum agency period by either party giving 14 day's notice in writing to the other.

Introduced: Includes wherever an applicant has arranged to view a property through us whether they were told either directly or indirectly about it or wherever we have received or negotiated an offer from a buyer who exchanges contracts with you.

Negotiations: Includes wherever we have received an offer from a potential buyer and have advised you of that offer.

