

Lawson Rutter Terms and Conditions

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These terms and conditions constitute the contract between Lawson Rutter (the trading name of Martindon Properties Limited) - (“we” or “us”) and the Vendor (which term shall mean all those persons who own the Property) (“you”). These terms shall be applicable to the exclusion of all others.

1. FEES

1.1 Commission is payable to us on the total sale price of the Property, including any sum agreed for carpets, curtains, fixtures and fittings.

1.2 You are liable to pay commission to us on the unconditional exchange of contracts for the sale of the Property. Payment is due to us on completion of the sale of the Property.

1.3 You warrant and undertake that, prior to completion, you will irrevocably instruct your solicitor/conveyancer to pay all commission due to us from the net proceeds of sale before accounting to you for the same. You hereby irrevocably authorise your solicitor/conveyancer to confirm to us verbally and/or in writing that such instructions have been provided.

1.4 We reserve the right to charge interest on commission at the rate of 5% above the base rate from time to time of Barclays Bank PLC if such commission is not paid on completion.

1.5 All fees and expenses are subject to VAT at the prevailing rate.

2. MARKETING EXPENSES

2.1 In addition to our commission, we may charge you for marketing costs in respect of the Property (for example, special promotional brochures, national advertising or professional photography). Where such charges are proposed, we will notify these to you in advance and provide an estimate of such costs in writing. Where you agree to such marketing costs being incurred, payment in respect of these will be due within seven days of invoicing.

3. AGENCY TERMS

3.1 The terms of agency upon which we have been appointed are stated at the commencement of these terms and conditions.

Sole Agency

3.2 If we are appointed as **sole agents**, this means that you have appointed us as the only agent for the Property.

3.3 You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the Property are exchanged

3.3.1 with a purchaser introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period; or

3.3.2 with a purchaser introduced either by another agent or privately during that period.

3.4 Where we are appointed as sole agents, such appointment shall, unless otherwise agreed in writing by us, be for a minimum period of from the date of this agreement and shall continue thereafter until it is terminated by either party giving 48 hours written notice of termination.

3.5 Unless otherwise agreed by us in writing, our commission rate for sole agency shall be%.

Joint Sole Agency

3.6 If we are appointed as **joint sole agents**, this means that you have appointed us and one other agent to act in jointly in the sale of the Property.

3.7 The joint agency fee will be% and the duration of the joint agency will be agreed by the parties in writing.

3.8 You will be liable to pay the joint agency fee to us if at any time unconditional contracts for the sale of the Property are exchanged-

3.8.1 with a purchaser introduced by us or with whom we had negotiations about the property during that period; or

3.8.2 with a purchaser introduced by another agent during that period, other than the Estate Agent with which we are sharing the joint sole agency.

3.9 The joint sole agency shall continue for the agreed duration and shall continue thereafter until it is terminated by any party giving to the others seven days written notice of termination.

Multiple Agency

3.10 If we are appointed as **multiple agents**, this means you are free to enter into separate agreements for the sale of the Property with more than one agent.

3.11 You will be liable to pay remuneration to us if at any time unconditional contracts for the sale of the Property are exchanged with a purchaser introduced by us during the period of our multiple agency or with whom we had negotiations about the Property during such period.

3.12 Where we are appointed as multiple agents, such appointment shall, unless otherwise agreed in writing by us, be for a minimum period of six weeks from the date of this agreement and shall continue thereafter until it is terminated by either party giving seven days written notice of termination.

3.13 Unless otherwise agreed by us in writing, our commission rate for multiple agency shall be **2.5%**.

4. DUAL COMMISSION WARNING

4.1 It is your responsibility to notify us if you have previously instructed another agent to market the Property on any of the basis set out in clause 3 above or if you intend to instruct another agent during or after the period of any agreement specified in clause 3.

4.2 Where another agent has been instructed previously or subsequently to our instruction, you may be liable to pay dual fees should you exchange contracts with a purchaser previously introduced to the Property by any previous agent or us or with whom either agent has had negotiations with concerning the Property.

5. STATUTORY COMPLIANCE

5.1 We comply strictly with the provisions of the Estate Agents Act 1979 and the Property Misdescriptions Act 1991.

5.2 Pursuant to the Estate Agents Act 1979, we are required to establish whether you have any relatives, close friends or business associates who are employed by us. Any such relationship must be disclosed by you to us. We are obliged to disclose such information to any prospective purchaser.

5.3 Pursuant to the Property Misdescriptions Act 1991, we are required to ensure that any representations or descriptions made in respect of any property for sale are factually correct if they are to be included in particulars of sale or any advertising that may be undertaken. Extreme care should be taken to ensure that any information you provide us with in this regard is correct. It is your responsibility to ensure that any particulars of sale are true and accurate and you hereby agree to indemnify us for any claims, loss or damage suffered by us as a consequence of any information provided by you subsequently proving to be inaccurate, misleading or untrue.

6. SALE BOARD

Unless instructed by you in writing to the contrary, we are hereby authorised to erect an advertising board at the Property. You agree to display only our board and not that of any other agent, in accordance with the Town and Country Planning (Control of Advertising) Regulation 1998. You further hereby authorise us to arrange for the removal of any other agent's board presently or subsequently displayed on your premises without prior consent.

7. THE CONSUMER CONTRACTS REGULATIONS 2013

7.1 This clause 7 only applies if you are acting for a purpose outside your business and the agreement between us is a distance or off-premises contract as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The definitions of distance and off-premises contracts found in those Regulations shall apply to these terms and conditions. Broadly, a distance contract is a contract between the trader and a consumer which is made through an organised distance sales scheme (such as telesales or internet sales). An off-premises contract is broadly a contract entered into in a place which is not the business premises of the trader. For full definitions, please check the Regulations.

7.2 You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the date on which the contract is entered into.

7.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). Please note our contact details above. You may use the attached cancellation form but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication of cancellation before the cancellation period has expired.

7.4 If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

7.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

8. OTHER SERVICES

In addition to the sale of the Property, we offer a broad range of property related services which may be offered to you and to any prospective purchaser and from which we may receive fee income and/or commission. Such services may include offering prospective purchasers advice as to the value and marketing of their property, and advice as to suitable surveyors, valuers, mortgage brokers, solicitors and other professionals.

- I/We have read and understood the above terms and conditions and I/we hereby authorise Lawson Rutter to act as my/our appointed agents subject to such terms and conditions.
- I/we expressly request Lawson Rutter to commence performance of these services as soon as reasonably practicable.
- I/We acknowledge that, if Lawson Rutter’s marketing services are completed within the cancellation period as described in clause 7, I/we will lose the right to cancel described in that clause. In order for the right to cancel to be lost in this way, it is not necessary for any offer to purchase the Property to have been made or accepted. All that is required is for Lawson Rutter to have fully performed its marketing services.
- I/We also consent to receiving the information included in these terms and conditions and any other pre-contract documentation by fax or email.

Dated.....

Name.....

Signed.....
 For and on behalf of the Vendor

Signed.....
 For and on behalf of Lawson Rutter

Model Cancellation Form

To Martindon Properties Limited t/a Lawson Rutter, 347 Fulham Palace Road, London, SW6 6TB (fax: 020 7731 8666; email: fulham@lawsonrutter.com):

I/We _____ hereby give notice that I/we cancel my/our contract for the supply of property marketing services, dated _____.

Name:

Address:

Signature:

Date: