

# TERMS & CONDITIONS

## Sole Selling Rights & Termination

You will be liable to pay Reliance Estates remuneration, 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 with a purchaser who was introduced to you during that period or with whom we had negotiations about the property during that period

You are liable to pay our agency agreement fee if, within six months of the end of the period during which we have sole selling rights, you sell the property through a different estate agent to a purchaser introduced to the property or to you by us during the term of our agency agreement.

You are liable to pay our agency fee if, within two years of the end of the period during which we have sole selling rights, you sell the property (without the involvement of another estate agent) to a purchaser introduced to the property or to you by us during the term of our agency agreement.

A purchaser is deemed to be introduced to the property by us where that person through our activity learns directly or indirectly about the opportunity to buy the property. This includes but is not limited to persons learning about the medium promoting the property, such as, newspaper advertising, internet advertising, leaflets or otherwise.

## Multiple Agency

Unless you have our written consent, you agree not to appoint any other estate agent during the period of our agency agreement.

If you appoint another agent during our agency, you will then be liable to pay our fees at our standard multiple agency rate of 1.5% of the gross sale price.

## Disclosure Obligation

If you sell the property privately or through another estate agent, you must disclose to Reliance Estates (leigh) Ltd the identity of such purchaser prior to exchange of contracts.

## Agency Duration & Termination

Our appointment as your agent continues until the expiry of the initial term and from that date will continue automatically until terminated by notice in writing.

Any part may terminate this agency agreement by giving not less than 16 clear days' prior written notice to the other, not to take effect before the end of the initial term.

## Sale Means

Any transfer of assets, such as shares in a company, or any other form of transfer which has the effect of moving control of the property to another party is deemed to be a sale of the property for the purposes of this agreement. If no or only a nominal sale price is stated, then the relevant sale price will be the market value at the time of sale.

## Our fees

Unless we agree a fixed fee with you, Reliance Estates fees are percentage of the actual gross sale price achieved. The gross sale price will include any extra monies paid for fixtures and fittings.

## Dual Fee Risk

If you have already appointed another agent or appoint another agent during or agency, you may become liable to pay a fee to that agent as well as to ourselves and you will be at risk of paying two sets of agency fees for the sale of the property.

## When fees are payable & interest

Our fees are due and payable on exchange of contracts. However, at our discretion, payment may be made from the sale proceeds received at completion.

In signing this agency agreement, you hereby authorise your lawyers to make payment to us of our agency fees and any other fees at completion.

We reserve the right to charge you interest at the rate of 7% on the outstanding amount of all fees and expenses which have not been paid within 28 days of the relevant invoice date.

## Responsibility for fees

The person(s) signing this agreement is/are responsible for paying our agency fee

## Our services & Additional Services

When you instruct, us we will take prompt steps to prepare the property for marketing by producing a full description with accompanying photography and actively promote the property on our usual websites. We will also assist you by acting as an intermediary between yourself and the potential buyers helping you consider offers and managing the sale process on your behalf. If you have requested any additional services, these will also be provided.

When you instruct us to provide to you, or arrange for others to provide to you, any additional services, we may receive a fee or commission. We are entitled to retain any such commission or fee received by us in connection with such additional services.

## Security & Keys

You agree that we are not responsible for the security of the property or its contents or the actions of any persons we accompany when showing property on your behalf or if it is left unoccupied.

Where you provide us with a set of keys to the property to use in connection with the sale and marketing of the property, you agree to use making additional copies at our expense. We ensure that all keys we hold are held in a secure key tag system so that third parties are not able to identify the property a set of keys belongs to.

## Full Information

You will provide us with full information on the property and, in particular, any details that a normal purchaser would be likely to consider important when deciding to view or purchase the property.

## Anti-Money Laundering

We are required to comply fully with money laundering regulations, which means that we will need to ask you for satisfactory proof of identification and will not be able to act as your agent if this is not provided.

## Privacy

We will deal with your personal information in accordance with all the relevant laws and regulations on data protection and privacy.

## Sub-agents & Auctions

You authorise to appoint a sub-agent to assist with the marketing of the property. We will be responsible for the actions of and any fees due to the sub-agent.

## Rights in Photography

All rights to photographs taken of the property by Reliance Estates (leigh) Ltd or any professional photography appointed by Reliance Estate (leigh) Ltd remain the property of Reliance Estates (leigh) Ltd of the relevant professional photography. Should you wish to have any ownership rights in such photographs you will need to agree to this specifically and in writing with Reliance Estates (leigh) Ltd

## Code of practice, Complaints and Statutory Rights

We are a member of the property redress scheme and comply with the property redress scheme code of practice redress and complaints procedure details of which can be obtained from [www.PRS.co.uk](http://www.PRS.co.uk).

If you have any queries or questions about the service we are providing to you, you should contact our customer service team on 01702 483869 or email us at [info@relianceestates.co.uk](mailto:info@relianceestates.co.uk).

Nothing in this agreement affects, or is intended to affect your statutory rights.

## Entire Agreement, Variation and Jurisdiction

This contract sets out the entire agreement between Reliance Estates (leigh) Ltd and the seller of the property, replaces all prior agreements and no amendment or variation to this contract will have any contractual effect unless approved in writing by a Director of Reliance Estates (leigh) Ltd.

The Courts of England and Wales have exclusive jurisdiction to determine any action or proceedings relating to this agreement.

Reliance Estates is a trading style of Reliance Estates (leigh) Ltd, registered in England and Wales. No. 10122354 Registered office: 1080 London Road Leigh on sea SS9 3NA