

Terms of Business Maxgate Properties

If you instruct Maxgate Properties to act on your behalf the following standard terms of business apply. The terms of business set out our fees, costs, and our responsibilities to you, the client.

Marketing your Property

Brochure: We will produce a high quality full colour gloss laminate brochure to include multiple photographs, detailed description and floorplans.

Photography: We pride ourselves on the quality of our photographs but if you would prefer to use a professional then this can be arranged. Alternatively, you can provide your own photographs.

Internet: The internet has now become one of the main sources of creating interest in the property market. In addition to our own website we also advertise on the national portals including Prime Location and Zoopla.

Advertising: We will advertise in the local papers including The Dorset Echo, The Western Gazette and The Blackmore Vale. Advertisements will be placed at the cost of Maxgate Properties. National Advertising can be arranged where appropriate, an additional cost may apply.

For Sale Boards: We strongly recommend that a For Sale board is erected to attract local interest as soon as possible. Maxgate Properties will cover the cost of this.

Viewings: It our policy to always accompany viewings and feedback will be sought within 24 hours.

Fees

Maxgate Properties will charge an agreed fee for the marketing and sale of your property. These fees will be detailed in the fees schedule which forms part of Maxgate Properties terms of business.

The client will be responsible for paying all fees, charges and costs detailed in the fees schedule.

All fees quoted are subject to VAT at the current UK rate.

Maxgate Properties will act as sole selling agents with sole selling rights for an initial marketing period of 20 weeks. Our agreement will continue until either you or we bring it to an end, in writing and giving 28 days' notice. Notice can be given within the initial marketing period to end at the end of that period.

In the event that the client awards joint selling rights or sole selling rights to another party then the client will pay the fees agreed in the fees schedule that forms part of Maxgate Properties terms of business.

Should contracts be exchanged for the sale of the client(s) property during the marketing period then the client will pay the agreed fees detailed in the fees schedule even if the purchaser was not introduced by Maxgate Properties but by; another agent, any other person or by the client.

Any additional expenses will be set out in the fees schedule that forms part of the Maxgate Properties terms of business.

Payment

A sale fee will be due on the completion of the sale of the client(s) property. All outstanding marketing fees will also be due to be paid in full. From time to time and on agreement with the client certain marketing fees may be payable in advance or prior to the successful completion of the sale. An example of such fees could be but not restricted to; Energy Performance Certificate, Floor Plans and additional Marketing / advertising costs as requested by the client.

The client must instruct their legal representative to pay all fees relating to the sale and marketing of the client(s) property from the monies received by the legal representative out of the purchase of the client(s) property.

In the event that completion does not take place after contracts have been exchanged then all fees will fall due on the completion date communicated. The client agrees to instruct their legal representative to pay all outstanding fees from any deposit taken at the time (or thereafter) contracts were exchanged.

In the event that completion is delayed for longer than 13 weeks after contracts have been exchanged then Maxgate Properties reserve the right to invoice the client(s) for all outstanding fees. The invoice amount will fall due 4 weeks from the invoice date.

Any invoices not paid within two weeks of the due date will at the discretion of Maxgate Properties attract an interest fee of 3% above the Bank of England base rate. If Maxgate Properties need to instruct solicitors to collect fees due under this agreement then the client(s) agree to pay all reasonable charges.

Maxgate Properties Responsibilities

Maxgate properties undertake to comply with all relevant UK legislation and Schemes such as but not limited to:

- A recognised Property Redress Scheme
- The Consumer Protection from Unfair Trading Regulations 2008 (CPR) we will ask you to complete a CPR questionnaire before we can legally proceed with the marketing of your property.
- Money Laundering Act 2007.
- The Consumers Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

The client(s) consent to Maxgate Properties to provide all necessary information to all recognised schemes and bodies upon reasonable request by such schemes and bodies.

The Client's Responsibilities

Energy Performance Certificate (EPC): The Building Regulations 2010 and amendments to Energy Performance of Buildings (England and Wales) Regulations 2012 state that an EPC must be commissioned before marketing of a property can commence (unless exempt). The client is responsible for supplying this report. If you do not have an existing report we can arrange for a company to do this for you at a cost of £80 plus VAT. However, if carried out in conjunction with a floorplan the cost is £100 plus VAT.

Floorplan: We highly recommend that a floorplan is included in your brochure. Our experience in the property market has led us to believe that most purchasers find the addition of a floor plan essential when evaluating a property. We can arrange for a company to do this for you at a cost of £70 plus VAT or in conjunction with the EPC for £100 plus VAT.

Verification of Identity/Money Laundering

In order to satisfy the requirements, set down in the Money Laundering Regulations 2007; we need to see documentation for proof of identity (one from list A) and proof of residence (from list B):

Evidence of Identity including photograph (list A):

- Valid Passport
- New Style Full Driving Licence
- Valid Identity Card
- A Firearm or Shotgun Certificate

Evidence of Residence (list B):

- An original Utility Bill (less than 3 months old)
- A current Household Insurance Certificate
- Inland Revenue Tax Notification
- An original Mortgage Statement
- An original Council Rent Book
- A current Bank or Building Society statement

Client 1 evidence:

List A:

List B:

Client 2 evidence:

List A:

List B:

Instruction Confirmation

Property address:

House Name / Number:

Street:

Town:

Postcode:

Client(s) Details 1:

Title:

Given Name:

Surname:

Client(s) Details 2:

Title:

Given Name:

Surname:

Contact Address:

House Name / Number:

Street:

Town:

Postcode:

Contact Details (1):

Telephone:

Email :

Contact Details (2):

Telephone:

Email :

Maxgate Properties Fees Schedule

Sales Fee

Agreed asking price £

Sole Selling Fee _____ % of the total selling price + VAT

Charges payable in advance

EPC £ + VAT

Floorplan £ + VAT

Additional advertising £ +VAT

Total Payable in advance £ +VAT

Please pay by BACS to:

Sort Code: 202662

Account Number: 93216373

Please show your surname as reference

I/we the client(s) have read and understood the above Terms of Business and accept the Fees as set out above.

You have the right to cancel this contract within 14 days. The cancellation must be made in writing and you will be liable to any costs already incurred by Maxgate Properties.

Signature 1 Signature2

Date:

Signed on behalf of Maxgate Properties

Date