

TERM & CONDITIONS SN Estates Sales

Sales agency service

Appointments to view the property can be made by prospective purchasers or their agents during the following hours:

9am-8pm Monday to Friday, 9am-5pm Saturdays, Sundays and Bank Holidays.

Sole agency

Where SN ESTATES act on your behalf as your sole agent, 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 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 with a purchaser introduced by or offering via another agent during that period. Either party may terminate such a contract by giving 48 weeks' notice in writing. Such notice cannot be served prior to the eighth week of instruction due to this minimum period.

Multiple agencies

Not applicable

EPC

It is a legal requirement to have a EPC prior to marketing your property for sale. If you do not already have a valid EPC, SN ESTATES can organise this for you through an approved EPC supplier, who will then charge you directly at the rate of £75 + VAT for immediate payment by credit/debit card. Once complete the EPC becomes the property of you, the seller. This offer is subject to availability and SN ESTATES reserves the right to refuse, amend or withdraw the offer at any time. To be eligible for this offer, SN ESTATES must be in receipt of signed terms and conditions. At an extra £60 we can provide floor plans & a brochure with professional photos.

Sub instruction

SN ESTATES reserves the right to sub-instruct other agencies at any time during our agency if we consider that this would be in your best interests. This will not involve any extra costs and all viewings and negotiations will be co-ordinated by SN ESTATES.

Fees payable

SN ESTATES fees are calculated as a percentage (%) of the sale price achieved + VAT at the prevailing rate. As SN ESTATES fees are based on a percentage of the achieved sale price, should this be higher or lower than the asking price, SN ESTATES fees will be correspondingly higher or lower. For all sole agency instructions, this percentage is at a rate of 1.5%. All agency commissions are subject to a minimum fee of £3,000. The sale price will be deemed to include any extra prices for fixtures, fittings, goods, chattels, carpets, curtains and other such related items.

Responsibility of fees

The responsibility for the payment of fees remains with the party (ies) named on this document. SN ESTATES will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser that SN ESTATES has introduced within six months of the date SN ESTATES instruction ended. However, SN ESTATES will give up its rights to any commission fee if a purchaser first introduced by SN ESTATES goes on to buy the property through another estate agent in circumstances where that purchaser was introduced by the other estate agent more than six months after SN ESTATES instruction ended. If no other estate agent is introduced, this time limit will not apply. There may be a dual fee liability if:

- a) The seller has previously instructed another agent to sell the same property on a sole agency, joint sole agency or a sole selling rights basis; or
- b) That seller instructs another agent during or after the period of SN ESTATES sole agency or joint sole agency.

Time and payment of fees

All SN ESTATES fees become due and payable upon exchange of contracts. However, and at the discretion of SN ESTATES, fees may be paid out of completion monies. On signing this document, you are hereby authorising your lawyers to pay our fees out of the sale proceeds.

Connected persons

As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself (ves). If you are or become aware of such an interest you should notify SN ESTATES immediately.

Related services

A purchaser may wish to instruct us about a related service. SN ESTATES does offer such services to purchasers including the following:

- a) The sale or rental of this or another property

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b) The provision of financial services via SN Financial Services, part of SN ESTATES Group

c) Management of property

Where this occurs, SN ESTATES or its employees may receive a fee.

Any commission or other income earned by SN ESTATES while carrying out our duties as agent for the sale of the property, for example by referrals to third party HIP suppliers or solicitors, will be retained by SN ESTATES.

Keys

Where you provide us with a set of keys (or authorise us to use keys held by another agent), we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. We will not charge you for this service.

SN ESTATES secure key tag system 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, SN ESTATES liability is strictly limited to the cost of cutting a new set of keys.

Complaints procedure

Should you have any problems with SN ESTATES service which you are unable to resolve with the Negotiator involved or the branch/department Manager, you should write to the Director for the area/department in question. 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 you within 15 working days. If you remain dissatisfied, you should write to the Chief

Operating Officer of SN ESTATES (COO). The same time limits will apply. Following the COO's investigation, a written statement expressing SN ESTATES final view will be sent to you and will include any offer made. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to the Ombudsman within six months for a review.

Data protection and privacy policy

SN ESTATES is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. We will keep your personal information secure. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: The Manager of New Business, SN ESTATES, SN Business Centre, 47 Charlton Street, London, NW1 1HY

Disclosure

It is a requirement of this agreement that should an offer be agreed privately, or via another estate agent, the seller must disclose to SN ESTATES the identity of the purchaser prior to exchange of contracts.

Entire agreement and variations

This contract constitutes the entire agreement between SN ESTATES and the seller 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 a Director of SN ESTATES.