

PROPERTY ADDRESS

CLIENT ADDRESS

Sole Agency Rights

We will be liable to pay agreed agency fees to Roy Backhouse Ltd in addition to any other costs agreed, if at any time, contracts for the disposal of the property are exchanged in respect of a purchaser or tenant introduced by Roy Backhouse Ltd during the period of Roy Backhouse Ltd's sole agency or in respect of which Roy Backhouse Ltd had negotiations during that period or in respect of a purchaser or tenant introduced by another agent during that period.

Joint Agency

We will agree to pay agreed agency fees to Roy Backhouse Ltd even if we may have joint or other agent(s) in addition to any other costs or charges agreed and set out below, regardless of who handles the negotiations and arranges the sale/letting.

Notice

We shall notify Roy Backhouse Ltd in writing of any instruction to vary the agency.

Payment of Fees and Disbursements

Invoices will be sent to the instructing client. The client shall pay Roy Backhouse Ltd their proper fees, including the commission, agreed publicity expenditure, other proper expenses, disbursements and VAT thereon.

Payment shall be made within 7 days of the invoice date.

In the event of a conditional contract, Roy Backhouse Ltd shall invoice the client for 50% of their inclusive charges upon exchange of contracts and for the balance when the conditions are satisfied.

In the event of an agreement to lease or an agreement to sell or lease prior to completion of a development, Roy Backhouse Ltd shall invoice the client for 50% of their charges upon exchange of agreement to lease or agreement to purchase and the balance upon practical completion of the development itself or occupation, whichever is sooner.

All commission and charges under the Agreement are exclusive of VAT which if due, shall be paid in addition.

Where a contract, a lease or agreement to lease exchanges but fails to complete, Roy Backhouse Ltd shall be paid their inclusive charges within 7 days of the contracted completion date.

If payment is not made within 30 days of the due date, statutory interest will be charged and calculated at a rate of 2% per annum above the Bank of England base rate plus debt recovery costs all in accordance with the "Late Payment of Commercial Debts Regulations 2002".

Marketing Costs

It is agreed that if Roy Backhouse Ltd shall incur expenses on behalf of the client for any specific marketing items such as but not exclusively, advertising or registration with third party marketing websites, that these expenses are payable regardless of whether or not an disposal is completed.

The estimated publicity budget is to be agreed.

The total budget will not be exceeded without the client's prior written authority.

Where appropriate and by agreement with the client, Roy Backhouse Ltd shall arrange for its suppliers to invoice the client directly in respect of publicity expenditure.

Disbursements

In addition to commission and any publicity expenditure referred to above, the client will be liable for disbursements incurred by Roy Backhouse Ltd on its behalf in carrying out client's instructions. Below is a non-exhaustive list of possible disbursements.

We request that initial disbursements that will be incurred prior to marketing be paid upon confirmation of instructions. These will include preparation of particulars, To let boards, provision of EPCs and initial mailshots.

Professional Indemnity Insurance

Roy Backhouse Ltd is required to comply with the regulations of the Royal Institution of Chartered Surveyors in respect of the maintenance of professional indemnity insurance.

Roy Backhouse Ltd has taken professional indemnity insurance with Royal Sun Alliance.

Roy Backhouse Ltd shall, on your written request, provide evidence that PI insurance is in place.

Cancellation of Instructions

The client has the right to give notice of this agreement at any time by writing to Roy Backhouse Ltd.

Notwithstanding that, Roy Backhouse Ltd shall remain entitled to its commission where any eventual disposal will result from Roy Backhouse Ltd's previous activities or introductions during the period of its agency.

Personal Interest

Under the Estate Agents Act 1979, Roy Backhouse Ltd are required to disclose to prospective purchasers or lessees any family relation or business association between the party and any employee or partner within Roy Backhouse Ltd.

Agency Fees

Agency Fees are calculated on a commission basis and are payable as follows:-

- On a sale 1.5% of the sale price. On an acquisition 1.5% of the acquisition price.
- On a letting/subletting 10% of the first full year's rent payable or in the event of a stepped or rising rental 10% of the average annual rental calculated until the next rent review, whichever is the higher. Occupation for a term of 6 months or more constitutes a letting/subletting for the purposes of calculating commission above.
- On an assignment of a lease 10% of one year's rent or in the event of a stepped or rising rent 10 % of the average annual rental calculated until the next rent review, whichever is the higher.
- Rent free periods, reverse premiums and other incentives shall be ignored for the purposes of calculating commission as above.
- Commission as calculated above is subject to a minimum of £750 per transaction.

Confirmation of Instructions

In signing this agreement both parties will proceed with the agency.

Please return one copy of the agreement signed together with payment of the on account payment of £300 made payable to Roy Backhouse Lts in respect of initial marketing expenses to be incurred in commencing marketing.

Signed for and on behalf of Roy Backhouse Ltd

..... Date

Signed for and on behalf of

..... Date