

1. **Appointment** - I hereby agree to appoint Quinn Property Sales Ltd T/A Quinn Estate Agents (hereafter referred to as "the agent" or QEA) as my sole agent for the agency period detailed below.
2. **The Vendor** – The Vendor(s) is deemed to be anyone registered in the ownership of the property (hereafter referred to as "the Vendor").
3. **Asking Price** - The initial asking price is not a valuation but a figure for marketing purposes only.
4. **Other Agents** - The Vendor agrees not to instruct any other agent within the agency period to sell the property without agreement in writing from QEA.
5. **Ownership** - By accepting this contract you warrant that you are the sole owner(s) of the property as recorded at the Land Registry and/or have full authority to accept the terms of this contract for any additional owners. Evidence of this may be sought by the Agent.
6. **Consumer Protection** - QEA complies with the Consumer Protection from Unfair Trading Regulations 2008 or amending legislation. This means we are committed to taking all reasonable steps to ensure that statements made about a property are accurate and not misleading. We may be required to seek additional information from you about the property or surrounding area to assist with this.
  1. Unless the Vendor informs us in writing to the contrary, they hereby warrant the accuracy of all information provided to us by you or on your behalf on the basis that you expect us to rely upon it.
  2. The Vendor will hereby undertake to indemnify the Agent against all costs, claims, charges and expenses of whatever nature which may arise as a result of any such information proving to be inaccurate (whether wholly or in part) or incomplete.
7. **Energy Performance Certificate (EPC)** – An EPC is required prior to marketing the property. If requested, we will be happy to arrange this with an approved provider.
8. **Additional Expenses** - QEA is hereby authorised to incur on your behalf any other charges or agreed expenses. Details of all other charges will be forwarded to you and agreed by you. Payment of any such charges should be made not later than 7 days from the request of payment from the Agent.
9. **Additional Work** - Where the Agent is required to undertake additional work outside the agreed scope of the services additional charges will be agreed prior to work commencing.
10. **VAT** – The Agents remuneration, the administration fee and any other charges are subject to VAT at the current UK rate.
11. **Agency Period** - The initial Agency period is 16 weeks. Thereafter it will continue unless either party terminates the agreement by giving the other 7 days written notice to this effect. Occasionally, additional advertising charges may be due at the end of the agency period.
12. **Vacant Property** - Where the property is left vacant during the agency period, it is the Vendor's responsibility to ensure that the plumbing and heating systems for the property are drained down or suitably protected and the water supply is turned off or suitably protected and inspected. Periods of non-occupancy should also be notified to your insurance company. The Agent has no responsibility whatsoever for damage caused to the property.
13. **Boards** - The Agent will erect a 'For Sale' board on the property unless instructing in writing by the vendor not to do so. QEA will indemnify the Vendor against any action which may be taken against him/her under the Town and Country Planning (Control of Advertisements) Regulations 1989, in respect of any board supplied and erected by QEA, unless such action arises from the placing of a second board by any other person.
14. **Viewings** - Viewings will be carried out by the Agent or Vendor. Please note that accompanied viewings are usually subject to an additional fee unless otherwise agreed by the agent. Where the Agent agrees to carry out viewings, the Vendor should make us aware in writing of any health & safety issues that may result in injury to the Agent or viewer. From time to time, the Agent may be unable to conduct a viewing on the Vendors behalf, with this being the case then it is agreed that the Vendor will conduct the viewing. Viewings carried out by the vendor will not result in any fee reduction.
15. **Offers** - The Agent will, promptly and accurately, forward all offers received from potential buyers at any time up until contracts have been exchanged, unless the offer is of an amount or type which the Vendor has specifically instructed the Agents, in writing, not to pass on. A written or computerised record of all offers received will be kept (including the date and time such offers were received and the client's response).
16. **Anti-Money Laundering** - QEA is committed to operating its business in a transparent and open manner consistent with our legal and regulatory obligations. We are aware that the real estate industry is a target for organised criminals seeking to launder the proceeds of criminal activity. We always seek to prevent this activity by cooperating fully with the authorities and reporting suspicious activity to the National Crime Agency.
  1. As part of this commitment, we as the Agent, adopt a strict compliance of all Anti-Money Laundering rules, with specific emphasis on the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, the Bribery Act 2010 and the Terrorism Act 2000
  2. As a result the Agent will obtain and hold for a period of at least six years evidence pertaining to our customers' identity and, where appropriate, we obtain proof of ownership of property and source/destination of funds. We will be unable to proceed with any work on behalf of our customers if we are unable to obtain this information. Customers' identity will be subject to an electronic identity check, which may also include a credit check.

17. **Withdrawing Your Property** – The Vendor has the right to remove the property from the market. If you decide to withdraw your property from the market, you will not be expected to pay a selling fee unless a party introduced by us later purchases your property. You will however be expected to pay for any expenses incurred by the agent in relation to the marketing, administration or viewing of your property.
18. **GDPR** - QEA is registered under the General Data Protection Regulations (GDPR) introduced on the 25<sup>th</sup> May 2018 and we undertake to comply with these regulations when dealing with your personal data. In the provision of our services, we may instruct other organisations to process personal data on our behalf and/or share personal data with law enforcement agencies, which may also involve the transfer of data outside the European Economic Area. We are committed to ensuring that your personal data is always dealt with securely and in strict compliance with GDPR.
  1. We will hold data in relation to the sale of your property for 6 years from the date of the final invoice - Unless you instruct us to the contrary, you hereby agree that we may destroy papers or documents relating to the services six years after the date of the final invoice that we send you for the particular matter.
  2. It is hereby agreed that occasionally we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer. You can opt out of this at anytime by notifying the Agent.
  3. A full copy of our privacy policy can be viewed at <http://www.quinnestateagents.com/privacy-policy>
19. **Dealing with third parties** – The Agent will liaise where necessary with the vendors accountants, solicitors, surveyors, managing agents and other similar professions.
20. **Entire Agreement** - This contract constitutes the entire agreement between the Agent and the Vendor 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 QEA.
21. **Consent** - The Vendor warrants to the Agent that he/she is entitled to sell the property without the consent of any third party and has authority to enter and abide by the terms of this agreement.
22. **The Purchaser** - A purchaser is any person or company introduced directly or indirectly by an agent or joint agent.
23. **The Fee** - The Vendor will be liable to pay the fees detailed on the fee note if a purchaser is introduced directly or indirectly by QEA. The fee will become payable upon exchange of contracts and not later than 7 days from the date of completion of the sale.
  1. For the benefit of doubt, where the Vendor introduces a private buyer, the fee payable to the agents will still stand.
  2. The Vendor hereby agrees that all fees will be paid by their Solicitor from the proceeds of the sale.
  3. Please note that all sales where a percentage has been quoted and this percentage of the sales prices is less than £750 + VAT then a minimum charge of £750 + VAT will be applied.
    1. For the benefit of doubt, if you are quoted 1% + VAT and you house sells for £60,000, the fee applied would be our minimum of £750 + VAT.
24. **Overdue Payments** - Unless otherwise agreed in writing, in default of payment by you within 21 days of delivery of an invoice, interest will be chargeable upon outstanding invoices at the rate of 6% above the Bank of England minimum lending rate from the date of our invoice until payment.
25. **Cooling Off Period** - Following execution of this contract you are hereby informed that you have the right to cancel within 14 days of signing. Should you decide to cancel the contract you hereby agree to pay all costs incurred by the Agent.
26. **Additional Services** - In accordance with the Estate Agents (Provision of Information) Regulation 1991 we are obliged to inform the Vendor that the Agent intends offering to prospective purchasers banking, insurance, financial assistance, estate agency services and any other special offers which may be available from time to time.
27. **Keys** - Where the Vendor provides us with a set of keys (or authorises 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. Any costs incurred shall become payable by the Vendor.
  1. Keys held by QEA are coded. This 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, QEA liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.
28. **Photos** – Any marketing photos or video remain the ownership of the agent and can only be used by the Vendor or any other person with consent from a director of QEA. Images used to market your property by any other person or company without written consent of the Director of QEA will result in a £500 charge to the vendor.
29. **Electronic documentation** - Contracts which have been signed electronically (whether by fax, email or website authentication) are binding and admissible as evidence. For convenience, we may ask the Vendor or prospective buyers to sign documents electronically.
  1. If you as the Vendor intend to communicate with us by e-mail, by accepting these terms you confirm that you understand the risks of doing so and you authorise us to act upon electronic instructions which have been transmitted (or appear to have been transmitted) by you.
30. **Complaints** - If you are dissatisfied with our service and you are unable to resolve with the Sales Negotiator involved you should write to the General Manager. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within 15 working days. If you remain dissatisfied, you

should write to the Managing Director (MD). The same time limits will apply. Following the MD's investigation, a written statement expressing Quinn Estate Agents 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 Property Ombudsman (TPO) within 12 months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers.

31. **Headings** - The headings in this document do not form part of these Terms and Conditions and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.