

Sales Terms of Business,
Fees and Expenses

Pat Robson 

Residential
Sales



We'll get you moving

Property Address For Sale:

Tenure:

 Freehold Leasehold

Vendor(s) Name(s):

Contact Address:

Postcode:

Primary Telephone:

Secondary Telephone:

Email:

Agency Type:

 Sole Agency: 1%+VAT (1.2% inc. VAT) Multiple Agency: 1.25%+VAT (1.5% inc. VAT)

Sole Agency — Where Pat Robson & Co. acts 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 another agent, the vendor himself or any other party during this period. Sole agency instructions are subject to a minimum contract period of 12 weeks. Either party may terminate the contract by giving two weeks written notice and such notice cannot be served prior to the tenth week of instruction due to this minimum period. If no written notice is given during this minimum period Pat Robson & Co. will continue to act as sole agent after the minimum 12 week period until written notice is served.

Multiple Agency — Where Pat Robson & Co. is instructed along with other agents, 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; or with a purchaser to whose attention we brought the availability of the property. A multiple agency instruction can be terminated at any time by either party by giving two weeks' written notice.

Sub Instruction — Pat Robson & Co. 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 Pat Robson & Co.

Asset Transfer — For the avoidance of doubt and without prejudice to the above it is the intention of the parties to this agreement that any purchase by the way of asset transfer will be effected to maximise efficiencies and that such a transfer will be treated as if it was a sale of property for the purposes of this agreement.

Energy Performance Certificates (EPCs) — It is a legal requirement to have commissioned an EPC before marketing a property for sale can commence. If you cannot provide us with a valid EPC Pat Robson & Co. can arrange this for you at a cost of £60 Inc. VAT.

Fees Payable — Pat Robson & Co. fees are calculated as a percentage (%) of the sale price achieved + VAT at the prevailing rate. As Pat Robson & Co. fees are based on a percentage of the price achieved, should this be higher or lower than the asking price, Pat Robson & Co. fees will be correspondingly higher or lower. For all sole agency instructions, this percentage is at a rate of 1% (1.2% inc. VAT). For all multiple agency instructions, this percentage is at a rate of 1.25% (1.5% inc. VAT). For example, on a sole agency instruction our fees of 1% + VAT for a £200,000 property would be £2,000 + VAT (£2,400 inc. VAT). On a multiple agency instruction our fees of 1.25% + VAT (1.5% inc. VAT) for a £200,000 property would be £2,500 + VAT (£3,000 inc. VAT). 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 and you

hereby confirm that you have obtained all necessary consents to allow you to instruct Pat Robson & Co. to sell the property. Pat Robson & Co. will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser that Pat Robson & Co. has introduced within six months of the date Pat Robson & Co's instruction ended. However, Pat Robson & Co. will give up its rights to any commission fee if a purchaser first introduced by Pat Robson & Co. goes on to buy the property through another agent in circumstances where that purchaser was introduced by the other agent more than six months after Pat Robson & Co's instruction ended. 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 Pat Robson & Co's sole agency or joint sole agency

Time and payment of Fees — All Pat Robson & Co. fees become due and payable upon exchange of contracts. However, and at the discretion of Pat Robson & Co, 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.

Interest — We reserve the right to charge interest from the date of exchange of contracts on any amounts still outstanding 28 days after Pat Robson & Co. fees are first demanded. The prescribed rate of interest shall be 2% above the Bank of England base rate as at the date they are first demanded and payable from that date

Marketing and Property Images — You authorise us to display a For Sale board during our instruction (subject to local planning regulations). You authorise Pat Robson & Co. to attend, photograph, take video footage (if agreed) and create floorplans of the property. You permit images depicting the property to be used for the purposes of marketing and the promotion of the Pat Robson & Co. brand. This involves the display of the images across all advertising mediums, included but not limited to, Pat Robson website, aggregator or sub-agent websites, social media platforms and print. The copyright of all details, photographs, videos and floorplans remains exclusive to Pat Robson & Co.

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 employment or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify Pat Robson & Co. immediately.

Related Services — A purchaser may wish to instruct us about a related service. Pat Robson & Co. does offer such services to purchasers including the following: the sale or rental of this or another property, management of this or another property or any other service we may provide at the time.

Referral Fees — We may receive a Referral Fee if we recommend you to another business. For details of the Referral Fees that we receive please see our Company Fees Schedule on our website. Where this

occurs, Pat Robson & Co. or its employees may receive a fee. Any commission or other income earned by Pat Robson & Co. while carrying out our duties as agent for the sale of the property, for example by referrals to third party EPC suppliers or solicitors, will be retained by Pat Robson & Co.

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. The Pat Robson & Co. secure key system ensures that third parties cannot identify which property a set of keys belong to, therefore, in the event that keys are lost or unaccounted for, Pat Robson & Co's liability is strictly limited to the cost of cutting a new set of keys.

Complaints Procedure — Should you have a problem with Pat Robson & Co's service which you are unable to resolve with the member of Pat Robson & Co. staff involved or the branch/ departmental manager, you should write to a company Director. This complaint will be acknowledged within 14 working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within a further 14 days. If you remain dissatisfied you should write to The Property Ombudsman (TPO) within 6 months for a review. For the avoidance of doubt the TPO will only review complaints made by consumers.

Anti-Money Laundering Regulations (AML) — Pat Robson & Co. is subject to Anti-Money Laundering laws. As a result we will need to obtain and hold evidence confirming your identity and proof of your address. We will be unable to proceed with any work on your behalf until we obtain this from you. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property and confirmation of the source or destination of funds may also be requested.

Data Protection and Privacy Policy — Pat Robson & Co. is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data and to comply with all other applicable data protection and privacy laws. In the provision of our services, we may instruct third party organisations to process personal data on our behalf and/ or share personal data with law enforcement agencies. We are committed to ensuring that your personal data is always dealt with securely and in strict compliance with the Data Protection Act. 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 Data Controller, Pat Robson & Co, 20 Osborne Road, Jesmond, Newcastle upon Tyne, NE2 2AD.

Disclosure — It is a requirement of this agreement that should an offer be agreed privately, or via another agent, the seller must disclose to Pat Robson & Co. the identity of the purchaser prior to exchange of contracts.

Jurisdiction — The High Court and County Courts of England and Wales shall have jurisdiction over this agreement

Entire agreement and variations — This contract constitutes the entire agreement

between Pat Robson & Co. 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 Pat Robson & Co.

Notice of the Right to Cancel — You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed. Notice of cancellation must be in writing and should be delivered or sent by post to Pat Robson & Co, 20 Osborne Road, Jesmond, Newcastle upon Tyne, NE2 2AD or by email to jesmond@patrobson.com. Any notice of cancellation is deemed served on the day that it is delivered, posted or sent.

If you have given us your written agreement to market your property within the cancellation period you may be required to pay our commission fees if we have introduced a purchaser to your property prior to your serving a notice of cancellation.

Notice of Cancellation — If you wish to cancel this contract, you must do so in writing. Please ensure that it is delivered to the address above or emailed to jesmond@patrobson.com.

I confirm that the above information is accurate and that I have read and understood the terms and conditions contained within this document. I understand that I may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed and confirm that I wish Pat Robson & Co. to commence marketing the property immediately. I accept that in signing this document I am bound by its entire contents.

Signed (for and on behalf of seller):

Name:

Date:

We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the sale of your property to The Property Ombudsman, if you or the applicant have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice. Pat Robson & Co. Ltd registered office: Pat Robson & Co. Ltd, 20 Osborne Road, Jesmond, Newcastle upon Tyne, NE2 2AD.

