

SOLE AGENCY sales agreement

Appointment of Winkworth as Sole Agent

By this Sole Agency Sales Agreement, the Seller appoints Winkworth as Sole Agent for the sale of the Property by private sale for the period of the Agreement.

The Seller may not appoint any other agent during the period of the Agreement.

Important: "Sole Agency" means that 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.

1 (a) with a buyer introduced by us during the period of our Sole Agency or with whom we had negotiations about the Property during that period; or (b) with a buyer introduced by another agent during that period and in which instance the fee will be the multiple agency fee; or (c) with a buyer re-introduced by us during the period of our Sole Agency following abortive negotiations with another agent prior to the date of this Agreement.

For the avoidance of doubt, for the purposes of this Agreement:

- z "buyer" refers to anyone who, at any time in the future, exchanges unconditional contracts for the purchase of the Property; and
- z "introduced" and "re-introduced" refer to the bringing of the Property to the attention of the person or persons so introduced or re-introduced.

The effect of this clause is that, in certain circumstances, the Seller may be obliged to pay a fee to more than one agent. It is a requirement of this agreement that should an offer be agreed privately, or via another agent, the seller must disclose to Winkworth the identity of the purchaser prior to exchange of contracts.

2 Exception: the Fee will not be payable if a buyer introduced or re-introduced by us goes on to exchange unconditional contracts for the purchase of the Property through another agent in circumstances where that buyer was introduced to the Property again by the other agent more than six months after the end of the period of our Sole Agency.

Sale of the Property Structured as a sale of Shares in a Company

3 For the purposes of this agreement, the sale of shares in a company that owns the Property, whether directly or through one or more subsidiary companies, shall be deemed to constitute a sale of the Property.

This means that if the shares in a company that owns the property are sold the Fee will still be payable to Winkworth as though the Property had been sold.

Payment of the Fee

4 The Fee shall be paid as follows:

- (a) The Seller shall pay the Fee to Winkworth Franchising Limited;
- (b) An invoice will be prepared upon exchange of contracts and where the Seller has instructed a Solicitor or Licensed Conveyancer to act in respect of the Property the invoice may be sent to the Seller's Solicitor or Licensed Conveyancer;
- (c) Payment of the Fee shall be made on the completion date of the sale of the Property;
- (d) Where the Seller has instructed a Solicitor or Licensed Conveyancer to act in respect of the Property, by signing and accepting this Agreement the Seller authorises the Solicitor or Licensed Conveyancer to settle Winkworth's Fee out of the completion monies (unless otherwise required by Winkworth Franchising Limited) and further irrevocably authorises and instructs the Solicitor or Licensed Conveyancer to inform Winkworth if his instructions to act in the transaction are withdrawn or if he is instructed not to settle the Fee out of the completion monies;
- (e) If, for whatever reason, the sale of the Property fails to complete, the Fee shall be paid when the contract is rescinded;
- (f) Should any part of the Fee remain unpaid for more than 14 days after date for payment, the Seller shall be liable to pay interest on the unpaid amount at a monthly rate of 2.5 % above Barclays base rate;
- (g) Termination: Upon receipt of written instructions from the Seller or by Winkworth to terminate this Agreement, Winkworth will write to the Seller explaining any ongoing liability to pay commission. This will include confirmation of potential buyers who may subsequently proceed to exchange unconditional contracts for the purchase of the Property which would, subject to paragraph 2 of this Agreement, oblige you to pay the Fee to Winkworth pursuant to paragraph 1 of this Agreement.

Seller's obligations to co-operate with Winkworth

5 The Seller will provide such information as reasonably required by Winkworth and will use his best endeavours to help verify that information if requested. The Seller shall as soon as reasonably possible inform Winkworth if there is any material

change in any of the information which the Seller has provided to Winkworth.

6 Winkworth shall not be under any obligation to publish information provided by the Seller unless the Seller has confirmed in writing that it is accurate and Winkworth is satisfied that it is accurate. Note: This is to protect against possible legal action under The Consumer Protection from Unfair Trading Regulations 2008.

Seller to pay compensation for misdescription of the Property

7 If any claim is made against Winkworth or anyone working on behalf of Winkworth in respect of any misdescription of the Property which is wholly or partially the fault of the Seller, the Seller shall pay to Winkworth or such person against whom a claim is made such compensation as is reasonable in the circumstances.

Advertisement

8 The Seller agrees that Winkworth may at its own expense advertise the Property in window displays, on the Internet or other media, and in any other way that Winkworth thinks appropriate. The Seller further agrees that Winkworth may at its own expense take any steps necessary to prevent the unauthorised copying or use of any advertisement placed by Winkworth.

9 The Seller agrees that Winkworth may display one "For Sale" board at the Property. The Seller agrees that Winkworth may take down any other "For Sale" board, which may be displayed at the Property, and the Seller agrees not to allow any other agent to display a "For Sale" board during the period of this Agreement. Winkworth will inform any agent whose board has been removed that this action has been taken. Note: The Town & Country Planning (Control of Advertisements) (England) Regulations 2007 permit the display of only one "For Sale" board.

10 No advertising expenses will be charged to the Seller without the Seller's prior consent in writing.

The Seller agrees that from the date on which Winkworth is entitled to raise an invoice for the Fee in respect of the property, then Winkworth has the right to use and display a photograph of the property together with the asking price for which it was marketed in Winkworth's general promotional material advertising their recently sold properties.

Energy Performance Certificates

11 The marketing of your home will require an Energy Performance Certificate (EPC) which must be ordered at the point that marketing commences. The EPC must be provided to potential buyers at the earliest opportunity and certainly before exchange of contracts. Your local Winkworth office can assist in arranging the EPC and they will advise on the fees to be charged in advance of the work being carried out.

Conduct of the agency by Winkworth

12 Winkworth shall at all times act with good faith to the Seller.

13 All marketing of the Property shall quote the Initial Asking Price unless the Seller agrees otherwise.

14 Winkworth shall conduct all negotiations on a "subject to contract" basis.

15 Winkworth shall notify the Seller in writing of all offers to purchase the Property.

16 (a) Winkworth shall notify the Seller in writing if to its knowledge any person connected with Winkworth is seeking to purchase the Property or is otherwise interested in it;

(b) Where the Seller has knowledge of any connected person who may be employed by another office of Winkworth they should bring this to Winkworth's immediate attention.

Use of sub-agents by Winkworth

17 Winkworth may employ the services of other agents as sub-agents on behalf of the Seller so long as there is no extra cost to the Seller and all negotiations and viewings are arranged and co-ordinated through Winkworth.

Winkworth's rights to act for other sellers

18 The Seller agrees that Winkworth may act for the sellers of other property as it sees fit and nothing in this Agreement shall oblige Winkworth to pass on to the Seller any information confidential to a seller of other property.

Winkworth's rights to offer services to potential buyers of the Property

19 The Seller agrees that Winkworth, or persons or companies connected with Winkworth, may offer services (financial or otherwise) to any prospective buyer of the Property.

20 Winkworth agrees that it will at the earliest opportunity inform the Seller if any such services are accepted by a person who makes an offer to buy the Property of which Winkworth has knowledge.

21. Data Protection

21.1 All of the Winkworth offices are independently owned and operated by franchisees ("Franchisee(s)") under licence from

Terms and conditions

Winkworth Franchising Limited ("WFL") as the franchisor. In this clause, references to "Winkworth", "we" or "us" shall be deemed to mean WFL and its subsidiaries, any holding company of WFL and its subsidiaries and the Franchisees (whether separately or altogether).

21.2 The basis on which any personal data we collect from the Seller ("you"), or that you provide to us, will be processed by us as set out in our Privacy Policy (as amended from time to time and available on the Winkworth website at www.winkworth.co.uk/privacy-policy (the "Privacy Policy")). Please read the Privacy Policy and our Data Retention Policy (available on the Winkworth website at www.winkworth.co.uk/retention-policy) carefully to understand our views and practices regarding your personal data and how we will treat it.

21.3 You warrant and represent you have all rights, consents and entitlements to pass any data, including personal data, you choose to give us for use in accordance with the Privacy Policy.

22 Assignment & Novation

22.1 In this clause 22 WFL Parties shall mean all of WFL's (as defined in clause 21.1) subsidiaries, any holding company of WFL and any of its subsidiaries and any of the franchisees of the WFL "Winkworth" network (whether separately or altogether).

22.2 Winkworth, as a franchisee of the WFL "Winkworth" network, may at any time assign, mortgage, novate, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement to WFL or such WFL Parties or other third party as WFL may reasonably direct, provided that it gives notice of such dealing to the Seller.

22.3 The Seller confirms and acknowledges that where Winkworth wish to novate this agreement and all rights and obligations under the contract created by this Agreement in accordance with clause 22.2 the Seller shall enter into such novation agreement as is reasonably required by WFL at that time in favour of WFL or such WFL Parties or other third party as WFL may reasonably direct.

22.4 The Seller shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

Seller's declaration and warranty

23 The Seller hereby declares that he is the legal and beneficial owner of the Property and/or that he has the authority to sell the Property.

The Property Redress Scheme (PRS)

24 Winkworth is a member of PRS and abides by industry codes of practice including the RICS Blue Book Residential Agency Standards. If Clients or any other party registers a complaint against Winkworth with PRS, then PRS may request Winkworth to pass over the original file and all correspondence and records relating to the property. All Clients agree that Winkworth may disclose information relating to the sale or letting of the Property to PRS if a complaint has been registered and PRS requests it. Clients also agree that Winkworth may disclose their contact details to PRS if they ask for them, to assist in their monitoring of Winkworth's compliance with industry Codes.

Notice of the Right to Cancel

(pursuant to The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013)

You may have a statutory right to cancel this Agreement within 14 days of entering into it, but only if this Agreement was concluded:-

- (a) in the simultaneous physical presence of our agent and you, in a place which is not the business premises of our agent;
- (b) following an offer made by you in the simultaneous physical presence of our agent and you in a place which is not the business premises of our agent;
- (c) on the business premises of our agent or through any means of distance communication immediately after you were personally and individually addressed in a place which is not the business premises of our agent in the simultaneous physical presence of our agent and you; or
- (d) during an excursion organised by us with the aim or effect of promoting and selling goods or services to you.

If that is the case, your attention is drawn to the further information (which will be provided) regarding your rights to cancel. If not, the rights provided by these Regulations will not apply.

You are strongly advised to read these Terms and Conditions carefully and to make sure that you understand them. If there are any points that you do not understand please discuss them with a member of staff before signing this agreement on page 1.