

eXp UK Property Agency Sale Terms

BINDING CONTRACT

This Agreement, comprising the completed Particulars and the Contract Terms, contains the terms and conditions agreed between the person named below as the Seller ("Seller" "you" or "your") and eXp World UK Limited ("the Agent" "we" or "us").

Please read these contract terms carefully because by signing this document you accept the Terms and Conditions set out in this contract, which will be binding on you. You should take independent legal advice if you are uncertain about the meaning or effect of any of the terms of this contract.

PARTICULARS


Seller (Please print full name). If a joint Seller detail of all persons who are sellers should be included.	1 st Seller Full Name: Mark Hitchings 1 st Seller date of birth: 12/09/1976 2 nd Seller Full Name (if applicable): 2 nd Seller date of birth (if applicable):
Property to be sold ("Property") House Number/ Name Street Name Town County Postcode	46 St. Clements Road Bournemouth Dorset BH1 4EA
Seller's contact details	
Address (if different from the Property) Postcode	78 Panorama Road Poole BH13 7RG
	Home Telephone
	Work Telephone
	Mobile Telephone 07880 321088
	Email Hitchingsproperties@email.com
	2 nd Seller's email (if applicable)
Property Details	
Tenure (Select as appropriate)	Freehold <input checked="" type="radio"/>
For leasehold property only:	
	Unexpired lease term
	Rent
	Service Charge
	Managing Agent contact details
Property Initial Asking Price	£ 300,000.00
Contractual Details	
Type of Agency (Select as appropriate) Sole Selling Rights <input checked="" type="radio"/>	Sole Selling Rights (please see clause 3.2) <hr/> Multiple (please see clause 3.3)

Exclusivity Period in weeks (for sole selling rights only)	
Anti-Money Laundering checks fee (including VAT) – payable to MoveButler	£30 per Seller
Commission (including VAT) as a percentage of sale price payable on Completion	1 %
Commission (including VAT) based on selling at initial asking price listed above	£ 3600.00
Disclosure	
Do you currently have any person who has shown an interest in purchasing the Property? If yes, please provide details:	No
Do you or any of your relations work for, or are any of you associated in business with eXp or any of its agents or employees? If yes, please state the nature of the relationship.	No
Do you want us to start to provide our services within the first 14 days of the date of this contract? (Please see Schedule)	Yes
Agent Details	
eXp Agent Name	David Stewart
eXp Agent Email Address	David.stewart@exp.uk.com
eXp Agent Contact Telephone Number	07809473592

Do not sign this Agreement unless you agree to the Particulars above and to the Contract Terms below.

I/we, the undersigned, confirm that I/we am/are the owner /joint owners of the Property or the legal representative of the legal owner and have the authority to sign this Agreement on behalf of all joint owner/s, and have received a copy of this contract including the completed Particulars.

Signature of Agreement:




 Seller(s) Signature Seller(s) Printed Name
 Mark Hitchings



 2nd Seller(s) Signature
 (if applicable) 2nd
 Seller(s) Printed Name
 (if applicable)

Signed by an eXp Agent for and on behalf of eXp World UK Limited



 eXp Agent Signature
 eXp Agent Full Name and Details
 David Stewart

CONTRACT TERMS

1. ABOUT US

eXp World UK Limited is a company incorporated in England under company number 12016573 whose registered office is at c/o Corporation Service Company (UK) Limited, 10th Floor, 5 Churchill Place, London E14 5HU. Our VAT number is GB327412029.

We are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and our registration number is: T03577.

2. OWNERSHIP

By signing this Agreement you confirm that you are a sole or joint owner of the Property; that you have the authority of any co-owner to instruct us to sell the Property; and that you are authorised to give us instructions to enable us to progress a sale.

3. AGENCY

If you have selected in the Particulars to appoint us on a 'sole selling rights' basis then clause 3.2 below applies. If you have selected in the Particulars to appoint us on a 'multiple' basis then clause 3.3 below applies.

3.1 Services

Whether our appointment is as a sole selling rights agency or a multiple agency we will provide our usual services as an estate agent to facilitate the marketing and sale of the Property. Those services include a market appraisal to recommend an asking price to you (although the asking price is ultimately your decision), preparing the sale particulars for the Property including photographs, advertising the property including listing on internet property portals such as Rightmove and Zoopla (or as we otherwise determine to be most advantageous for your property), arranging viewings for potential buyers introduced by us, and progressing the sale transaction with any prospective buyer introduced by us.

Please note that the asking price recommended to you is for marketing purposes only and is not a valuation. During the course of marketing the Property we may recommend to you that the asking price is revised due to market conditions and/or the level of interest in the Property.

We operate a network of eXp Agents who are self-employed local property experts contracted by us to provide certain services directly to you. eXp Agents provide their services under the eXp brand and in accordance with eXp's performance standards but they are not eXp employees. Your assigned eXp Agent is the eXp Agent named in the Particulars.

3.2 Sole Selling Rights

An appointment as an agency with sole selling rights means that for the exclusivity period stated in the Particulars (i) eXp is granted the exclusive right to market and sell the Property, and (ii) the eXp Agent named in the Particulars is the only eXp Agent who will be engaged to provide any of the services contracted to be provided by eXp in connection with the marketing and sale of the Property.

You will be liable to pay the Commission to us, in addition to any costs or charges agreed to be paid as set out in the Particulars, if at any time during the period of our sole selling rights unconditional contracts for the sale of the Property are exchanged with any buyer, including a buyer introduced by us or a buyer with whom we had negotiations about the Property during that period or a buyer introduced by another estate agency during that period or a buyer who does not use an estate agent and purchases the Property directly from you.

The sole selling rights agency will be for the initial period set out in the Particulars and will then continue until either party gives to the other one week's notice in writing to expire no earlier than the end of the initial fixed period of the sole selling rights. The initial period of the sole selling rights agency starts from the first day that marketing is allowed.

Please be aware that there may be situations where you are liable to pay two fees to two different estate agencies. This could happen if:

- (i) you have already instructed another estate agent to sell your property at the time you instruct us; or
- (ii) you have given us the sole selling rights and you then instruct another estate agent during the period of our sole selling rights; or
- (iii) a buyer introduced to you during the period of our sole selling rights, or with whom we had negotiations

about your Property during this period, purchases through another estate agency (but we will not have the right to be paid commission if the other estate agent introduced that buyer more than 6 months after the date that we ceased to be instructed).

In addition, if a buyer introduced to you during the period of our sole selling rights who does not use an estate agent purchases the Property directly from you within a period of 2 years after the date we ceased to be instructed then our Commission and our other costs as set out in the Particulars will continue to be payable.

In these terms a buyer 'introduced by us' refers to:

- (i) any person who has become aware of the Property as a result of any action taken by us, whether directly or indirectly, including without limitation by our erection of any sign board, distribution of particulars, publication of information about the Property online or in any hard copy form, and/or any communications or correspondence in any medium between any person representing us or instructed by us and any other person or entity; or
- (ii) any person with whom we have had negotiations or discussions about the Property.

Our sole selling rights agency Commission is specified in the Particulars. If you do instruct another estate agent during the period of our sole selling rights (with or without informing us) then our Commission will be our standard commission rate payable for a multiple agency of % (including VAT) in place of the sole selling rights rate specified in the Particulars and, as described above, that commission rate will apply if at any time during the period of our sole selling rights unconditional contracts for the sale of the Property are exchanged with any buyer whether or not a buyer introduced by us.

3.3 Multiple Agency

A multiple agency means that eXp is granted the right to market and sell the Property, but you are free to appoint other estate agents who may also market and sell the Property. In addition, you will be deemed to have appointed us on a multiple agency basis if you have requested that more than one eXp Agent is to provide any of the services contracted to be provided by eXp in connection with the marketing and sale of the Property.

You will be liable to pay Commission to us, in addition to any costs or charges agreed to be paid as set out in the Particulars, if at any time unconditional contracts for the sale of the Property are exchanged with a buyer introduced by us during the period of our agency or with a buyer with whom we had negotiations about the Property during the period of our agency.

Our agency will continue until the Property is sold (although we will cease to market the Property once contracts are exchanged for the sale of the Property) or 7 days after a written notice terminating our agency is given by either party to the other in writing.

You will be liable to pay the agreed Commission to us in addition to any other costs or charges agreed if, at any time during the period of this Agreement or within 6 months of termination by you of this Agreement, another estate agent is instructed and unconditional contracts for the sale of the Property are exchanged with a buyer who was introduced by us during the period of our multiple agency or with a buyer with whom we had negotiations about the Property during that period.

3.4 Additional Services

The services to be provided by eXp are as set out in the Particulars and these Terms. Our eXp Agent may be able to provide, or to arrange for the provision of, additional services, such as drone photography or Rightmove/Zoopla premium display upgrades, but any such additional services which you may elect to receive are provided by the eXp Agent in their own capacity and not as an agent for or otherwise on behalf of eXp and eXp accordingly accepts no responsibility for, and hereby expressly disclaims any liability arising out of or in connection with the provision of any such additional services.

Please be aware that prospective buyers may be provided with a range of services including estate agency or letting services, mortgage facilities, life insurance, property insurance, removal services, and conveyancing services by us or third parties, for which fees or commissions may be received. We will not discriminate against any prospective buyer because that person will not be or is unlikely to be accepting services that we may (directly or indirectly) provide.

4. EXISTING PROSPECTIVE PURCHASERS

If the Particulars show that you currently have any person who has shown an interest in purchasing your Property, then we shall not be entitled to Commission if any such person purchases the Property unless we negotiate directly with that person on your behalf in connection with the sale of the Property.

5. COMMISSION

Our commission (if a fixed fee), or our commission rate (if a percentage), is as set out in the Particulars. Where our commission is calculated as a percentage of the contract selling price then it is inclusive of VAT and if the contract selling price is higher or lower than the price at which the Property is marketed (asking price) then our commission will be correspondingly higher or lower.

6. PAYMENT OF FEES

By signing this Agreement you authorise us to submit our invoice to your solicitor or licensed conveyancer following exchange of contracts, for payment immediately upon completion, for our Commission and costs and charges in accordance with this Agreement, provided that there is sufficient balance of the proceeds of sale to settle our invoice in full. If any amount due to us remains outstanding, you must pay us direct.

You agree to notify us as soon as possible if (i) you agree to sell the Property to any buyer, (ii) you exchange contracts to sell the Property to any buyer, and/or (iii) you complete the sale of the Property to any buyer.

If for any reason completion is delayed or does not take place within 6 weeks of exchange, then our fees shall become payable with immediate effect.

If the Property is exchanged, or part-exchanged, with other premises or for any non-cash consideration, our Commission and fees will be calculated on the asking price for the Property shown in the Particulars.

If the Seller is a company, then the disposal of or dealing with some or all of the shares in that company in any manner will be deemed to be a sale of the Property and our Commission and other costs and charges will be due and payable within 14 days of the date of that share transaction.

If more than one person signs this Agreement as the Seller, then liability for payment of our fees will be joint and several which means that we may require any of those persons to pay the full sum due to us.

If any amount due to us remains outstanding for more than 14 days after the completion date or more than 6 weeks from the date of exchange, whichever is the earlier, we reserve the right to charge interest at 4% above the base rate of Barclays Bank PLC from time to time from the date that amount first became due to us until the date of actual payment.

7. FOR SALE BOARD

Subject to any local authority restrictions, bye-laws, conservation areas or relevant covenants relating to the Property, you authorise us to erect a For Sale board and you must inform us in writing if any restrictions which apply to your property prevent the erection of a board. We are not liable for any breach of covenants or legislation if we are not informed of any applicable restrictions.

To ensure compliance with the Town and Country Planning (Control of Advertisements) (England) Regulations 2007, you agree not to allow the display of any other estate agent's board whilst our board is displayed. You also authorise us to arrange for the removal of any other estate agent's board currently or subsequently displayed without our consent at the Property. If there is a current board from another estate agent displayed at the Property you must arrange for its removal before our board can be displayed. Where we are appointed under a non-exclusive agency then we will only be able to erect a For Sale board once any other estate agent's board has been removed.

Any For Sale board erected belongs to us and it is your responsibility to ensure that it is safe and secure and preserved for collection once the Property is sold, or our appointment otherwise ends.

8. ACCURATE PROPERTY DESCRIPTIONS

The Consumer Protection from Unfair Trading Regulations 2008 (CPRs) and the Business Protection from Misleading Marketing Regulations 2008 (BPRs) require us to ensure that any representation or description made about any of the properties we offer for sale is factually correct if it is to be included in the sale particulars, or in any advertising, marketing or other publicity that may be undertaken. You must ensure that all information provided to us by you is correct. This includes making statements that might give the wrong impression about your property, or omitting facts about matters such as access, noise, or rights of way. We are also generally obliged to pass on any material information that would impact on a potential buyer's transactional decision and so you must advise us of anything that you consider would be relevant to this.

We are legally required to ensure that the sale particulars contain certain information including the number and size of rooms and the asking price. We will send you two sets of sale particulars for your Property and to ensure the accuracy of those sale particulars we will require you to sign one copy, making any necessary amendments (but we do not expect you to check the accuracy of any room measurements included), and return it to us. We will not be

able to provide these details of the Property to any prospective buyer until you have signed and returned one copy. When you sign the details, you are giving us written confirmation that all fixtures and fittings included with the Property are in full working order. If that is incorrect you must inform us in writing. If during the marketing of your property, the approved particulars become incorrect for any reason you must notify us immediately in writing.

If we become aware at any time that any information or material that you have provided to us infringes the intellectual property rights or other rights of a third party then we shall immediately stop using that information or material and you will be fully responsible for any losses or costs that we may suffer arising out of your infringement of those third party rights.

9. ENERGY PERFORMANCE CERTIFICATE ("EPC")

An EPC must be provided to all prospective buyers when your property is marketed prior to the first viewing and with any written details. You will need to obtain an EPC if you do not have an EPC for the Property issued within the last 10 years, unless your property is exempt from this requirement (e.g. certain listed buildings), and it is your responsibility to check and comply with the relevant requirements in this respect. Our eXp Agent can assist you to obtain an EPC if you wish or you can provide us with a current valid EPC before marketing commences.

10. APPOINTMENTS AND PERSONAL SAFETY

We will always inform you of an appointment for any prospective buyer to view your property. If, at any time, you are contacted directly by any person, who has, or who claims to have, been introduced by us to your Property directly or indirectly as a result of our marketing of it, you should inform us immediately. You should not allow access at that time to that person unless we have contacted you and arranged a mutually convenient appointment. We will try to check that the person is genuine and arrange an appointment if a viewing is required.

11. DISCLOSURE OF PERSONAL INTEREST

The Estate Agents Act 1979 requires that we declare to prospective buyers if you or any of your relations work for, or are associated in business with, eXp or any of eXp agents or employees. You accordingly confirm to us that you have disclosed any such relationship of which you are aware in the Particulars.

If an eXp employee or an associate intends to buy your property, we will give all the relevant facts, in writing, to you and your solicitor before negotiations begin, and that person will take no further direct part in marketing your property.

12. CLIENT MONIES AND OTHER MONIES RECEIVED

We do not hold client monies. We do not collect deposits from potential buyers at the time of making an offer or otherwise.

We may earn interest or commission for services offered to you while acting on your behalf. If we recommend a third party to you, such as a licensed conveyancer or a mortgage broker, then we will disclose to you at that time the fact that a referral arrangement exists with that third party and the amount of any referral fee to be paid to us. Any monies received will be retained by us and will not be off-set against any fees, commission or other charges that are payable by you.

13. COMPLAINTS PROCEDURE

If you have any problems with the services received from us or from any of our agents which you are unable to resolve with the eXp agent with whom you have been dealing with then please contact eXp by email at clientrelations@exp.uk.com. Your complaint will be acknowledged within 3 working days of receipt and a full investigation undertaken. The formal written outcome will be sent to you within 14 working days of our acknowledgement to you. This reply will also confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman to review (see clause 14 below). Full details of our complaint's procedure is available at <https://exp.uk.com/complaints-procedure/>.

14. THE PROPERTY OMBUDSMAN

We do our best to make sure that you will be satisfied with our service but if you have any concerns, we operate a formal complaints procedure. We are a member of The Property Ombudsman Service, abide by its Code of Practice for Residential Estate Agents, and cooperate with and accept any decision of the Ombudsman in any investigation under its consumer redress scheme.

By signing this Agreement you consent to us providing any information regarding the sale of your property and how you can be contacted if the Ombudsman asks us to do so. Full details of The Property Ombudsman Scheme are available upon request and at <https://www.tpos.co.uk/consumers>. Please note that if you do wish to raise a matter with TPOS you will need to do so within 12 months of the date of the formal written outcome that we have provided

to you.

15. MONEY LAUNDERING

The Money Laundering Regulations 2017 require us to conduct customer due diligence (known as 'know your customer' or 'KYC') and to comply with these requirements we need to verify the Seller's identity and the Seller's right to sell the Property, and we need to understand the reason for the sale of the Property. We do this by using an electronic verification system which allows us to verify you from basic details using electronic data (however, it is not a credit check of any kind and so will have no effect on you or your credit history).

If we cannot complete KYC using an electronic verification system for any reason then please contact us to discuss alternative ways that your identity can be verified; typically, in these circumstances, we can complete KYC by obtaining proof of identity and residence in the form of a passport or photo card driving license and a utility bill (not a mobile phone bill) addressed to you at your current address in the last three months prior to marketing the Property on your behalf, and you can either send us original documents which will be copied and then returned to you or send us copies of the documents which have been certified by a solicitor as genuine. If we need to use this alternative method, then we may need to make an additional charge for costs which exceed the costs of our standard KYC checks, and any such charge will be notified to you separately and is not included in the Particulars. We may also use both methods to meet our obligation. In each case copies/records may be taken and held on file.

We are also obliged to confirm the identity of the buyer(s) of the property. You agree that in a situation where we might not be aware of the buyer's details you will provide us with the names and addresses of the buyer(s) to allow sufficient time prior to exchange of contracts for us to fulfil our obligation.

16. DATA PROTECTION

We will collect and use certain information about you in connection with the provision of our services to you. This will include sharing certain of that information with your assigned eXp agent and other professional service providers and with buyers that we introduce. Full details of the personal data that we collect, the purposes for which we use it and related matters including your data subject rights are contained in our Privacy Policy which is available at <https://exp.uk.com>. We comply with the Data Protection Act 2018 and the General Data Protection Regulation in relation to our processing of your personal data.

If you do not wish your information or your property details to be used for the marketing of products or services or in our advertising literature after completion of a sale, please contact us at the address shown at the start of this Agreement.

17. TERMINATION

We may terminate this Agreement with immediate effect upon giving written notice to you if at any time you, (which includes your servants, agents, and any other authorised person acting on your behalf):

- provide instructions to us, or you fail to provide instructions to us within a reasonable time of a written request from us, the effect of which would be to place us in breach of any of our legal obligations or in breach of any Codes of Practice to which we are subject; or
- do not meet our KYC requirements so that we cannot comply with our obligations under the Money Laundering Regulations; or
- you discriminate against or abuse any employee or other person acting on our behalf or any third party.

You may terminate this Agreement by giving us not less than one week's notice in writing, except that if we have been appointed as sole agents then you may only give notice to terminate our appointment after the end of our exclusivity period. You also have certain statutory rights to terminate this Agreement within the first 14 days. Please see the Schedule.

18. LIMITATION OF LIABILITY

We do not exclude or limit our liability for death or personal injury caused by our negligence or the negligence of an eXp Agent, for fraud or fraudulent misrepresentation, or for breach of any terms implied by the Supply of Goods and Services Act 1982.

We shall not have any liability in respect of any indirect or consequential loss or damage that you may suffer or incur, which shall include any and all loss of revenues, loss of profits, loss of anticipated savings, loss of goodwill, loss of use, loss of contracts, loss of reputation, or loss due to damage to data.

We take no responsibility for maintenance, repairs or damage where the Property is unoccupied, unless separately and expressly agreed in writing.

We do not accept responsibility for any damage or loss (i) arising out of or in connection with the placing and erection of the 'For Sale' board at the Property, or (ii) caused by a prospective buyer visiting the Property.

Subject to the above exclusions, our aggregate liability to you in respect of any and all causes of action that may arise, whether in tort (including negligence), breach of contract or otherwise under this Agreement shall be limited to the higher of the price you have paid for our services or £1,000.

You agree that it is your responsibility to ensure the safety of any prospective buyer visiting the Property, and we do not accept any liability in this respect.

Due to the nature of our services, we do not guarantee that you will receive viewing requests or offers to purchase, or that you will complete the sale of the Property. We will not be liable for any losses, claims, damages, costs or expenses suffered or incurred by you or any other person should the Property not sell either at all or on the terms that you expected.

19. GENERAL

There is no intention to give any rights under this contract to any third party except as expressly set out in this Agreement. Any variation of the Agreement will only be valid if confirmed to you in writing and signed by an authorised signatory or authorised representative of eXp.

We may assign our rights and obligations under the Agreement provided that your rights are not affected. This includes the right to assign the benefit of the right to receive any Commission or other costs and charges from you.

We reserve the right to sub-instruct additional agents, where it is believed to be in your best interests. No additional costs will apply, unless discussed and agreed with you in writing.

We are not responsible or liable for the acts, omissions or failures of third parties unless it is due to our negligence or our breach of contract or our omissions.

20. NOTICES

If either party delivers by hand any notices or documents to the other party by 5pm on one day to the last known address of the other party; those documents or notices will be deemed delivered on the next working day (which excludes Saturdays Sundays and Bank Holidays); or if any documents or notices are sent by registered or recorded delivery post they will be deemed delivered upon proof of delivery being obtained; or if sent by ordinary first class post addressed to the other party at the last known address of that party, two working days later. The address for service for each party is the address specified in the Particulars.

21. LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of England and Wales and, subject to clauses 13 (Complaints Procedure) and 14 (The Property Ombudsman), we agree to submit to the exclusive jurisdiction of the English courts.

If the Property is located in Scotland, then this Agreement will be governed by and construed in accordance with the laws of England and Wales and, subject to clauses 13 (Complaints Procedure) and 14 (The Property Ombudsman), we agree to submit to the exclusive jurisdiction of the Scottish courts.

22. LIABILITY AND INSTRUCTIONS

By signing this Agreement you agree:

- to be personally liable to pay all fees specified in this Agreement;
- to accept all the terms contained in this Agreement;
- to advise us immediately if any aspect of the sales particulars is or becomes incorrect at any point in the future; and
- that you have authorised your solicitor to forward to us any information held by the solicitor which is required to enable us to act on your behalf.

SCHEDULE

NOTICE OF THE RIGHT TO CANCEL

If you entered into this Agreement otherwise than whilst attending our business premises, you have the right to cancel this agreement within 14 calendar days ('the cancellation period') from the date of this Agreement by giving us notice in writing. If you have asked us to start to provide our services within the cancellation period by selecting that option in the Particulars then:

- (a) if you have made any payment in advance for services that have not been provided, we will refund these amounts to you; and
- (b) if you cancel this Agreement and we have already started providing services prior to your communication of the notice of cancellation to us, then you will pay us any costs reasonably incurred in providing those services, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. For the avoidance of doubt, if any payment has been made for a property listing or similar advertisement which has already been placed then that service will be deemed to have been fully provided and no refund will be made.

If you decide to cancel this Agreement during the cancellation period you must do so in writing either by completing and returning the Cancellation Notice below or by sending your own notice with a clear statement of your cancellation within the cancellation period by delivering it, or by sending it by first class post, to eXp World UK Limited, c/o Corporation Service Company (UK) Limited, 10th Floor, 5 Churchill Place, London E14 5HU or by electronic mail to eXp at clientrelations@exp.uk.com.

Your Cancellation Notice takes effect as soon as it is posted or sent.

If you would like to know more about your rights, you can contact your local Trading Standards Office or Citizens' Advice Bureau.

CANCELLATION OF CONTRACT

Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT

To:

Address:

I/We (*delete as appropriate*) give notice that I/we (*delete as appropriate*) wish to cancel my/our (*delete as appropriate*) contract to sell our property.

Signed:

Date:

(Print Full Names):

Address of Property for Sale:

Seller's contact address (if different):