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Bairstow eves

Agency **Agreement**

including Home Conveyancing

This Agency Agreement together with the Terms and Conditions sets out the terms and conditions under which Countrywide Estate Agents Limited **("we, us, the Agent")** will act as agent for you in the sale of your Property. Please read the whole of this Agreement, including the Terms and Conditions, which should be signed by you (or a person with authority to act on your behalf) and by one of our representatives. You should also retain a copy (electronic or paper) for your records.

Capitalised words have the meaning set out in the Terms and Conditions attached to this Agency Agreement, unless otherwise indicated. If any further clarification is required, please contact the member of the staff with whom you are dealing.

This document is your instruction to Countrywide Estate Agents Limited to place the Property on the open market for sale.

We are members of the TPO Scheme and abide by the TPO Code of Practice.

Bairstow Eves is a trading name of Countrywide Estate Agents Limited, registered office:
Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN
Registered in England No. 00789476

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PART 1 - AGENCY AGREEMENT

1. Details of property to be sold ("Property")

Address: 6 Manhatten Apartments, 26 Clifford Road

Postcode: E17 4JE

2. Property Tenure

Freehold ○ Leasehold ◉ Other ○ (please give details) _____

3. Seller Details (please give your full name and the names of all owners of the Property) ("the Seller/You")

Seller 1: Gintare Selby

Seller 2: _____

Seller 3: _____

I am/we are the owner/only owners of the Property Yes ◉ No ○

If you are not the sole owner or joint owners of the Property, please state the capacity you are acting in (for example: acting under a Power of Attorney or court order; probate etc.): _

If you are not the sole owner or the only joint owners of the Property please state the full name and whereabouts of the owner(s)/other owner(s) and provide valid authority that you are authorised to instruct us on their behalf: _____

Correspondence Address: _____

6 Manhattan apartments

Postcode: E174je

Telephone Number 1: 07857233382

Email Address 1: _____

Telephone Number 2: _____

Email Address 2: _____

Telephone Number 3: _____

Email Address 3: _____

Other Correspondence Address (if applicable): _____

Postcode: _____

4. Branch Information

Branch address: 171 Hoe Street, Walthamstow, E17 4JE

Email address: sean.corrigan@bairstowevescountrywide.co.uk

Telephone number: 02085208966 (during office hours)

5. Initial Marketing Price

£ 260,000

The Initial Marketing Price is the asking price that you have agreed we will put the Property on the market for. It does not represent a formal valuation of the Property.

The actual selling price is the price paid by the purchaser of the Property on completion.

6. Type of Agency

You agree to instruct us on the agency basis selected below for a minimum period of 12 weeks beginning from the date of this Agreement ("Minimum Period"), after which time the marketing of the Property will continue on the same agency basis unless and until termination or variation of our instruction in accordance with the Terms and Conditions.

Sole agency ◉ Multiple agency ○ Joint sole agency ○

Please see the Terms and Conditions for further information on the different types of agency and when Commission is due to be paid to us.

If we are instructed as joint sole agent with another named agent, the Commission will be shared by us with _____ in the ratio ___ : ___. Unless it has been agreed that you will pay both agents their share of the Commission directly, you should pay the effective agent its full commission and the effective agent will pay the other named agent on your behalf. Your liability to pay the commission of both agents (including our Commission) will only be discharged when you have paid the effective agent the agreed commission plus any other agreed charges. If it has been agreed that you will pay both agents their share of the Commission directly, your liability to pay both agents (including our Commission) will only be discharged where you have paid each agent their agreed commission plus any other agreed charges. We may share details about the marketing, sale and transaction of the Property with the other agent for the purpose of sales progression and to monitor fees relating to the transaction.

7. Commission

Commission will be calculated on the fee basis selected below:

Percentage Fee ○ Fixed Fee ◉ Performance Percentage Fee ○

The Commission rates below apply for the Minimum Period and for any extension to it. However, if we are originally instructed as sole or joint sole agent and one or more other agents are later instructed on expiry of the Minimum Period in accordance with the Terms and Conditions or you instruct one or more other agents in breach of this Agreement, Commission will become chargeable at the default multiple agency rate set out below.

An AML Compliance Charge of £ 118.80 will be applied to our sales commission invoice to cover our obligation to undertake appropriate checks to verify customer identity, address verification and beneficial ownership. This charge will not be payable if you withdraw or otherwise not proceed to exchange of contracts

Percentage Fee

Commission will be chargeable at the rate of ____ % of the actual selling price excl. VAT (____ % incl. VAT). Example If the Property sells for the Initial Marketing Price, the Commission payable would therefore be £ ____ excl. VAT (£ ____ incl. VAT) PLUS the AML Compliance fee of £118.80, so the total fee payable on exchange for this example would be £ ____ (including VAT).

If the actual selling price is higher or lower than the Initial Marketing Price the Commission will be correspondingly higher or lower. Commission is subject to a minimum fee of £ ____ excl. VAT (£ ____ including VAT).

Fixed Fee

The Commission payable to us is a fixed fee of £ 3000 excl. VAT (£ 3600 incl. VAT) PLUS the AML compliance fee of £118.80. The total fee payable on exchange would be £ 3718.80 (including vat).

Commission is not linked to the actual selling price.

Performance Percentage Fee

Our performance percentage fee Commission structure has two tiers and rewards us additionally once pre-agreed selling price milestones are reached. The Commission payable by you will therefore vary depending on how many milestones are reached.

If a milestone is reached, the applicable performance percentage fee is payable only on the proportion of the actual selling price that meets or exceeds that milestone. The milestones are detailed below.

Milestone 1: If the Property sells for an actual selling price of up to and including £ ____ the percentage fee will be ____ % excl. VAT (____ % incl. VAT).

Milestone 2: If the Property sells for an actual selling price of above £ ____ the percentage fee on the proportion of the actual selling price that exceeds that figure only will be ____ % excl. VAT (____ % incl. VAT), in addition to the percentage fee payable under Milestone 1.

By way of example;

Where Milestone 1 is agreed as £ ____ with a percentage fee of ____ % excl. VAT (____ % incl. VAT) and the Property sells for an actual selling price of £ ____ (Milestone level 1) then the Commission payable by you would be £ ____ + VAT (£ ____ incl. VAT) PLUS the AML compliance fee of £118.80. The total fee payable on exchange in this example would be £ ____ (including VAT).

If the Property sells for £ ____ which exceeds Milestone 2, then the additional fee payable on the amount above this threshold would be ____ % excl. VAT (____ % incl VAT). In this case the Commission payable by you in total would be £ ____ excl. VAT (£ ____ incl. VAT) PLUS the AML compliance fee of £118.80. The total fee payable on exchange in this example would be £ ____ (including VAT).

If the actual selling price is higher or lower than the Initial Marketing Price Commission will be correspondingly higher or lower, subject to the milestones and rates confirmed above.

Default Multiple Agency Rate

If we are instructed as sole or joint sole agent but you instruct one or more other agents in breach of this Agreement, or if we are originally instructed as sole or joint sole agent and one or more other agents are later instructed on expiry of the Minimum Period in accordance with the Terms and Conditions, Commission will become chargeable at the multiple agency rate of ____ % of the actual selling price excl. VAT (____ % incl. VAT).

8. Other Charges

In addition to the Commission, you must pay us any other charges agreed by you in accordance with the attached Schedule of Other Charges that forms part of this Agreement, if you have chosen any of the options available.

9. Declaration of Interest – The Estate Agents Act 1979

Under section 21 of the Estate Agents Act 1979 we are required to disclose any family relationship or business association between you and any of our employees within the Connells Group, or the wider Skipton Group of companies, of which we are a member.

Does any such relationship exist?

Yes ○ No ◉ Details of relationship (if yes): _____

10. Interested Parties

If you have previously instructed another agent to act for you in relation to the sale of the Property, or if in the future you instruct another agent, you may become liable to pay the other agent a fee as well as any Commission due to us under this Agreement.

Please indicate below whether any other agent is currently instructed or has previously been instructed in relation to the Property:

Yes ☐ No ☒

If yes, please provide the name of the other agent(s):

Name: _____

_____

Please confirm whether a copy of the previous agency agreement(s) entered into in relation to the Property has been provided to us:

Yes ☐ No ☒ N/A ☐

Please note that if you are unable or unwilling to provide a copy of the previous agency agreement(s) we are unable to advise you as to whether by entering into this Agreement, you will be in breach of your agreement with the previous agent(s).

Please include details below of all prospective purchasers previously introduced to the Property (whether by you or another agent) and the details of any person or legal entity who you are aware is interested in purchasing your Property:

G selby

Name(s): _____

_____

_____

11. Money Laundering and Terrorist Financing (Amendment) Regulations

In order to comply with Money Laundering and Terrorist Financing (Amendment) Regulations in force from time to time we will request personal data from you. We will ask you for documents to confirm your identity and address and, in the case of a purchase, will request evidence of funding and the source of any funds being used. We will also use some of your personal data to carry out electronic identity verification using a third party provider. Where you are acting on behalf of a company we may also carry out electronic identity verification on beneficial owners or persons connected with the company. This is not a credit check and the ID verification 'footprint' left on your credit file will not affect your credit score.

Our main Third Party Provider for identity verification is LexisNexis, your information will be provided through their Risk Solution system, IDU. Your given information will be ran to verify your identity, perform Financial Sanctions and Politically Exposed Persons (PEPs) checks. The results of these checks will only be used to fulfil our Anti-Money Laundering requirements.

In most situations we, as your instructed estate agent, will be aware of your buyer and will have carried out due diligence in line with our regulatory requirements.

There may be certain situations where we may not be aware of the identity of the buyer, for example where you deal directly with a party that we have introduced and agree a sale excluding us from these dealings, or where, in a multiple agency agreement, the other instructed agent finds a buyer and we are not made aware. In these situations we are still obligated to undertake due diligence on such buyers so by signing this Agreement you will be required in these situations to provide us with information about the buyer (with the minimum being name and address). You will be required to provide the information as soon as is reasonably possible (such as once it is known to you by way of memorandum of sale or the direct exchanging of details), but, without fail, prior to the exchange of contracts. You will also be required, in such instances, to update us of any change in details pertaining to the purchaser.

The data collected for the purposes of compliance with ML(A)R will be processed for the purposes of preventing money laundering and terrorist financing and will not be used for any other purpose without your express permission. If you are using the services provided by one of our group companies or business partners (e.g. mortgage lender or insurance provider) we may pass your details to them for the purposes of preventing money laundering and terrorist financing. Under current data protection legislation 'relevant authorities' such as the police, government departments and local authorities with regulatory powers are able to request access to personal data without the consent of the data subject for the purposes of the prevention or detection of crime.

We will not start marketing the Property until we have verified your identity and the identity of any beneficial owner of the Property.

SCHEDULE OF OTHER CHARGES

Energy Performance Certificate (EPC) £99 excl. VAT (£118.80 incl. VAT) ☐

Premium Marketing Pack £162.50 excl. VAT (£195 incl. VAT) ☐

Our Premium Marketing Pack includes photography taken by a professional photographer, professional floor plans, premium property listings on Rightmove and Zoopla, and a property trailer.

The exact components of our Premium Marketing Pack may vary from time to time. Please ask your branch contact for further details.

The charge for our Premium Marketing Pack is £195 including VAT. Subject to clause 6.5 of the Terms and Conditions, this charge will be waived if you purchase Countrywide Home Conveyancing in connection with the sale of your Property.

If you do not purchase Countrywide Home Conveyancing, you must pay the charge for the Premium Marketing Pack upfront prior to commencement of our activities relating to the Premium Marketing Pack.

Other than in the circumstances set out in clause 6.3 of the Terms and Conditions, the charge for our Premium Marketing Pack is non-refundable, and is payable whether or not we sell the Property. Please see clause 6 of the Terms and Conditions for more information.

I would like to purchase the Premium Marketing Pack: Yes ☐ No ☒

If you have selected 'yes', please indicate whether you intend to purchase Countrywide Home Conveyancing: Yes ☐ No ☒

Promotional code - for branch use only

12. Notice of Cancellation Rights (if you are a consumer)

If the Agreement is completed in one of the following three situations, you have a 14 calendar day cancellation period under the Consumer Protection (Information, Cancellation and Additional Charges) Regulations 2013, starting from the day after the date of the signed Agreement ("Cancellation Period")

In your home, place of work, or away from our premises

- You signed this Agreement and the Agreement has been concluded in the presence of one of our employees while in your home or at your place or work or another place away from our offices;

OR

From a distance

- You signed this Agreement and the Agreement has been concluded from a distance (for example, online, by email, phone, electronic signature, fax etc.) without meeting one of our employees leading up to and during the conclusion of the Agreement;

OR

Other

- The Agreement was concluded at one of our offices or through any means of distance communication immediately after you were personally and individually addressed in your home or at your place of work (or somewhere else other than our office) or by one of our employees.

If one of the above applies to you (and you are a consumer), you have the right to cancel this Agreement if you wish. This right can be exercised by delivering (in person, by post or via email) a written cancellation notice to the branch manager at the branch detailed in Section 4 above at any time within the Cancellation Period.

Your cancellation will be effective from the time your cancellation notice is posted or delivered, or, in the case of email, on the day the email is sent. A cancellation notice may be in any form provided it is in writing, but you may use the attached 'Cancellation Notice Form' if you wish. **We will only start marketing your Property during the Cancellation Period if you agree.**

PERFORMANCE OF THE CONTRACT PRIOR TO THE EXPIRY OF THE CANCELLATION PERIOD

The goods and/or services set out in this Agreement will start on the day following the last day of the Cancellation Period. If you wish the goods and/or services to start within the Cancellation Period, you must instruct us to do so in writing. Your right to cancel this Agreement within the Cancellation Period will not be affected. **If you do choose to cancel this Agreement after instructing us to start performing the services, and where you have paid for any Other Charges upfront in advance, we will refund you the Other Charges paid less any costs or expenses incurred by us in relation to those goods and/or services relative to the period from the start of the Agreement to when you cancelled the Agreement. Depending on when you cancel, this may result in no refund being paid to you. No refund will be due to you for any goods and/or services already provided to you.**

Where goods and/or services have been provided but you have not paid the Other Charges related to those goods and/or services at the date of cancellation of this Agreement, payment of the Other Charges will become due immediately.

It is possible that we will have already brought about the introduction of a purchaser before the Agreement has been cancelled, in which case our Commission will be due in accordance with clauses 2 and 5 of the Terms and Conditions.

If you wish the services to start prior to the expiry of the Cancellation Period, you should sign the confirmation below:

☐ I/we confirm that I/we wish the provision of the services under this Agreement to commence immediately.

☐ I/we understand that if I/we subsequently exercise our right to terminate this Agreement within the Cancellation Period we may be required to pay for any goods or services supplied prior to cancellation.

Seller 1: Gintare Selby Signature: Gintare Selby Yoti eSigned

Seller 2: _____ Signature: _____

Seller 3: _____ Signature: _____

Date: 23 Jul 2026 (UTC)

Address: 6 Manhatten Apartments, 26 Clifford Road, E17 4JE

13. Signatures

ON BEHALF OF THE AGENT:-

Print name: Sean Corrigan Signature: Sean Corrigan Yoti eSigned

Date: 23 Jul 2026 (UTC)

ON BEHALF OF THE SELLER(S):

IMPORTANT: In signing this Agreement you are entering into a binding legal agreement, and will be responsible for the payment of Commission and any other payments due to us. If you have instructed another agent you must check whether by instructing us as your agent as well, you could be liable to pay both agents' fees once your Property has been sold.

I/we have read and have been given the opportunity to ask questions and discuss any points arising in connection with this Agreement. I/we have understood the provisions of this Agreement including the amounts payable and I/we agree to its terms including the Terms and Conditions attached. I/we will ensure we retain a copy of this Agreement for our records.

Seller 1: Gintare Selby Signature: Gintare Selby Yoti eSigned

Seller 2: _____ Signature: _____

Seller 3: _____ Signature: _____

Date: 23 Jul 2026 (UTC)

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PART 2 - HOME CONVEYANCING INSTRUCTION FORM

Property is a ☐ house ☐ flat/apartment/maisonette ☐ new home ☐ ownership shared with housing association

Is there an agreed deadline for exchange of contracts? Yes ☐ No ☐ If yes, what date? _____

Notes: _____

_____

_____

Name of Primary contact _____

Telephone (incl STD) Daytime _____ Evening _____

Mobile _____ Email _____

I also need help with my purchase of _____

NA _____ Postcode _____

For £ _____ Property is a ☐ house ☐ flat/apartment/maisonette ☐ new home ☐ ownership shared with housing association

If you have not agreed your onward move yet but would still like our help, please tick here ☐

Our Legal fees are fixed, and offered on a "**no purchase, no legal fee**" basis. You should budget for the following:

Legal fees to transfer property ownership:

Property price	For each freehold property	Property price	For each freehold property	Property price	For each freehold property
£0 to £80,000	£749 (incl. VAT £898.80)	£225,001 to £250,000	£1,099 (incl. VAT £1,318.80)	£500,001 to £600,000	£1,599 (incl. VAT £1,918.80)
£80,001 to £100,000	£799 (incl. VAT £958.80)	£250,001 to £300,000	£1,179 (incl. VAT £1,414.80)	£600,001 to £700,000	£1,649 (incl. VAT £1,978.80)
£100,001 to £125,000	£849 (incl. VAT £1,018.80)	£300,001 to £350,000	£1,249 (incl. VAT £1,498.80)	£700,001 to £800,000	£1,749 (incl. VAT £2,098.80)
£125,001 to £150,000	£899 (incl. VAT £1,078.80)	£350,001 to £400,000	£1,349 (incl. VAT £1,618.80)	£800,001 to £900,000	£1,799 (incl. VAT £2,158.80)
£150,001 to £175,000	£949 (incl. VAT £1,138.80)	£400.001 to £425,000	£1,399 (incl. VAT £1,678.80)	£900,001 to £1,000,000	£1,849 (incl. VAT £2,218.80)
£175,001 to £200,000	£999 (incl. VAT £1,198.80)	£425,001 to £450,000	£1,449 (incl. VAT £1,738.80)	Properties over £1,000,000: as above + £50 (incl. VAT £60)	
£200,001 to £225,000	£1,049 (incl. VAT £1,258.80)	£450,001 to £500,000	£1,549 (incl. VAT £1,858.80)	for every additional £100,000 of property price	

- If the property is leasehold, £399 (incl. VAT £478.80) is also charged to cover the additional work involved.
- On a purchase only, £100 (incl. VAT £120) is charged for the preparation and submission of the Stamp Duty Land Transaction Return.
- On a sale only, £75 (incl. VAT £90) is charged for the preparation and submission of the Contract Package.

Legal fees on your mortgage:

- On a sale, £249 (incl. VAT £298.80) is charged per mortgage or legal charge, for the additional work involved in removing each registered charge.
- On a purchase, £249 (incl. VAT £298.80) is charged per mortgage or legal charge, for the legal work carried out on behalf of the lender in securing the mortgage or other forms of secured funding on your property.

Incidental items:

- During your transaction, there may be incidental items, such as electronic money transfers £40 (incl. VAT £48), ID validation £25 (incl. VAT £30) per person or on a purchase, arranging chancel liability cover £36 (incl. VAT £43.20). It is prudent to budget £100 to £150 (incl. VAT £120 to £180) for such incidentals.

Payments to third parties:

- These include items such as Land Registry fees, Online Portal fees, and on a purchase, stamp duty and locality searches. These will be calculated and confirmed in writing upon receipt of this instruction by your Property Lawyer. A payment on account for such third-party expenses will be requested by your property lawyer, £100 on a sale, £100 on a purchase with upfront searches and £500 without upfront searches.

Optional legal Services:

- For transparency, we will send you a fixed price menu of optional legal services that you may want to take advantage of, as the transaction progresses.

SEARCH PLEDGE

On your purchase, a number of property searches will need to be carried out by your Property Lawyer. These will be done under our unique Search Pledge proposition (leaflet available upon request).

Signed Gintare Selby Yoti eSigned (Client) Name _____ (Please print) Date 23 Jul 2026 (UTC)

Signed _____ (Client) Name _____ (Please print) Date 23 Jul 2026 (UTC)

Signed _____ Staff Name _____ Staff No. _____ Branch _____
(for and on behalf of Countrywide)

1. Upon receipt of this instruction form, the Property Lawyer named will send you their terms and conditions. Once accepted, the Home Conveyancing service delivered by your Property Lawyer will be governed by those terms and conditions only.
2. We comply with the Solicitors Regulation Authority's Code of Conduct for Solicitors, REL's and RFL's when introducing customers to our Home Conveyancing service and, if you decide to use it, you will receive impartial confidential advice from an independent law firm. We undertake activities on behalf of the law firm, including verification of identity, sales progression, search ordering, marketing, online instruction and overall management of the service which is provided to you on a 'no sale, no legal fee' basis. In return for our services, the law firm will pay us a fee on completion which is borne by them. The average fee is worth £692.87 across the Connells Group, out of which we pay certain customer expenses. In addition, if you take out indemnity insurance as part of your conveyancing transaction, Connells Limited may receive and retain a payment from the indemnity insurance provider. The average payment received is £19.34.

If you have not instructed our Home Conveyancing Service, please provide details of your Legal Representative below:

Legal Representative

Name of Firm: Na Name of Conveyancer/Property Lawyer: Na

Firm Address: Na

Email Address: Na Telephone Number: Na

TERMS AND CONDITIONS

1. Definitions

"Agreement" means this document comprising the Agency Agreement, these Terms and Conditions, and the Schedule of Other Charges;

"Commission" means the commission fee payable to us in accordance with these Terms and Conditions, as set out in the Section 7 of the Agency Agreement. Where Commission is a percentage fee, this will be an agreed percentage of the actual selling price of the Property (including any additional sum agreed to be paid for carpets, curtains, fixtures, fittings, furniture and/or any other items included with the sale);

"Exchange" means the exchange of unconditional contracts for the sale of the Property;

"Minimum Period" means the minimum period during which we are instructed to act as agents in relation to the Property, as set out in Section 6 of the Agency Agreement;

"Other Charges" means the costs and charges for the additional services itemised in the Schedule of Other Charges, including any Premium Marketing Charge, which you agree to pay to us in accordance with clause 6 of these Terms and Conditions;

"Premium Marketing Pack" means the optional additional marketing and advertising products we may provide in relation to the Property, as summarised in the Schedule of Other Charges;

"Property" means the property detailed in Section 1 of the Agency Agreement;

"we, us, our, the Agent" means Countrywide Estate Agents Limited, registered office address Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN, and all trading subsidiaries of Countrywide Limited; and

"you" means the individual or individuals whose details are set out in Section 3 of the Agency Agreement and who have instructed us in relation to the sale of the Property.

2. Agency

2.1 We will act as agents in the sale of the Property for the Minimum Period and shall continue to do so unless and until our instructions are terminated by either you or us in accordance with clause 3 of these Terms and Conditions.

2.2 The type of agency that applies to our instruction is set out in Section 6 of the Agency Agreement, and is the basis on which we will act for you unless and until our instructions are varied or terminated by either you or us in accordance with clause 3 of these Terms and Conditions.

2.3 You will be liable to pay Commission to us in the following circumstances:

(a) Sole Agency

If we are instructed as sole agent, you will be liable to pay Commission to us, in addition to any Other Charges, if at any time unconditional contracts for the sale of the Property are exchanged:

(i) 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

(ii) with a purchaser introduced by another agent or website or portal during that period.

Following termination of the period of our sole agency, we shall be entitled to our Commission if, within six months of the date of termination, a memorandum of sale is issued by another agent to a purchaser that we introduced or with whom we negotiated and where a subsequent exchange of contracts takes place. If no other estate agent is involved, this time limit extends to twenty four months.

(b) Joint Sole Agency

If we are instructed as joint sole agent, you will be liable to pay Commission to us, in addition to any Other Charges, if at any time unconditional contracts for the sale of the Property are exchanged:

(i) With a purchaser introduced by us or our joint sole agent during the period of our joint sole agency; or

(ii) With a purchaser with whom we or our joint sole agent had negotiations about the Property during the period of our joint sole agency; or

(iii) With a purchaser introduced by another agent or website or portal during the period of our joint sole agency.

Following termination of the period of our joint sole agency, we shall be entitled to our Commission if, within six months of the date of termination, a memorandum of sale is issued by another agent to a purchaser that we or our joint sole agent introduced or with whom we or our joint sole agent negotiated, and where a subsequent exchange of contracts takes place. If no other estate agent is involved, this time limit extends to twenty four months.

(c) Multiple Agency

If we are originally instructed with one or more agents on a multiple agency basis, or if this Agreement becomes a multiple agency agreement following termination of a sole or joint sole agency instruction in accordance with clause 3.2 below, you may from the commencement of the period of multiple agency instruct another agent or agents in relation to the Property, in which case we will act as multiple agent until our instruction is terminated in accordance with clause 3 (the **"Period of Multiple Agency"**). We will also act as multiple agent if we are appointed as sole or joint sole agent and you appoint another agent without giving the required written notice under clause 3.2 below.

If we are acting as multiple agent, you will be liable to pay Commission to us, in addition to any Other Charges, if at any time unconditional contracts for the sale of the Property are exchanged:

(i) with a purchaser introduced by us during the Period of Multiple Agency; or

(ii) with a purchaser with whom we had dealings in relation to the Property during the Period of Multiple Agency.

Following termination of the Period of Multiple Agency, we shall be entitled to our Commission if, within six months of the date of termination, a memorandum of sale is issued by another agent to a purchaser that we introduced or with whom we negotiated and where a subsequent exchange of contracts takes place. If no other estate agent is involved, this time limit extends to twenty four months.

If we are appointed as sole or joint sole agent and you appoint another agent without giving the required written notice under clause 3.2 below, or if this Agreement becomes a multiple agency agreement following termination of a sole or joint sole agency instruction in accordance with clause 3.2 below, Commission will be payable at the default multiple agency rate set out in Section 7 of the Agency Agreement. We shall also be entitled to a fee in the form of damages if you act in breach of contract by instructing another agent during the period of our sole or joint sole agency.

If we were previously instructed by you as sole or joint sole agent, Commission will remain payable after termination of the sole or joint sole agency instruction in the circumstances set out in clause 2.3 (a) above or 2.3 (b) above, as applicable.

3. Terminating or varying our instructions

3.1 This Agreement applies for the Minimum Period and continues unless terminated by you or us on 28 days' written notice (to take effect no earlier than the last day of the Minimum Period).

3.2 Where we have been appointed as sole or joint sole agent, you can convert our instruction to a multiple agency instruction by providing no less than 28 days' written notice (to take effect no earlier than the last day of the Minimum Period), and in which case we will continue as multiple agent on the terms set out in clause 2.3 (c) above.

3.3 For the avoidance of doubt, on written termination or expiry of this Agreement for whatever reason you remain liable to pay Commission under all the circumstances set out in clause 2 above.

4. Dual Fee Liability

4.1 If you have previously instructed another agent to act for you in relation to the sale of the Property, or if in the future you instruct another agent, you may become liable to pay the other agent a fee as well as any Commission due to us under this Agreement. You should therefore check the terms of any agency agreement you have entered into with the other agent.

4.2 If you have previously instructed another agent or agents in respect of the Property you must tell us this (along with the name of the other agent(s)) prior to entering into this Agreement, and you must provide us with a copy of the previous agency agreement(s) entered into with the other agent(s). If you do not do so or are unable to supply us with a copy of any such agreements then we are unable to comment as to whether by entering this Agreement you are in breach of any previous agreement(s) with the previous agent(s).

5. Payment of Commission

5.1 Commission is payable at the rate set out Section 7 of the Agency Agreement, subject to any minimum fee specified. Commission is payable under the circumstances set out in clause 2 above and 5.2 below.

5.2 In consideration of us marketing your Property, we shall be entitled to Commission on sale to a purchaser we have introduced even if we are not the effective agent at sale. Commission will be payable where the purchaser has learned about the Property through our activity, whether directly or indirectly through another person (for example, wife, husband, family member, partner or business partner). This may include (for example) where the purchaser has learned about the Property as a result of our advertisements, office display, sales details, for sale boards, electronic advertising including internet media, leaflets and any written or verbal information given about the Property.

5.3 In the event of a part Exchange, any Commission calculated by a percentage rate will be calculated on the full actual selling price of the Property.

5.4 Commission will become due on Exchange and is payable on the earlier of completion or 60 days after Exchange (**the "Payment Due Date"**).

5.5 Provided that we receive a written undertaking from your legal representative to settle the Commission in full from the sale proceeds upon completion, we will defer the Payment Due Date until that time. **You hereby agree to instruct and authorise your legal representative to give, no later than the date of Exchange, an undertaking on the terms set out above.** You may revoke your instruction if you consider that there are grounds to do so by writing to us giving the reasons.

5.6 You agree that we may send our invoice direct to your legal representative.

5.7 You agree that we may carry out a credit search on you at any time after payment of the Commission has become due.

6. Other Charges

6.1 You must pay for any Other Charges itemised in the Schedule of Other Charges whether or not Commission is due. The Other Charges are non-refundable (other than where clause 6.3 applies) and are payable whether or not we sell the Property.

6.2 Unless otherwise agreed by us in writing, payment of any Other Charges is due prior to us commencing or providing the additional service/goods to which the Other Charge relates.

6.3 If you are a consumer and cancel this Agreement during any applicable Cancellation Period (explained in more detail in Section 12 of the Agency Agreement) and have instructed us in writing to begin the supply of goods and/or services before the end of the Cancellation Period, we will refund you the Other Charges less our costs and expenses incurred in performing the services and/or delivering goods relative to the period from the start of this Agreement up until cancellation. Depending on when you cancel, this may result in no refund being paid to you.

6.4 Where goods and/or services have been provided by us but you have not paid the Other Charges related to those goods and/or services at the date of cancellation of this Agreement, payment of the Other Charges will become due immediately. It is possible that we will have already brought about the introduction of a purchaser before the Agreement has been cancelled, in which case our Commission will be due in accordance with clauses 2 and 5.

You will not be entitled to a refund of any Other Charges if our instructions are terminated or expire after expiry of the Cancellation Period.

Charges for our Premium Marketing Pack

6.5 If you have selected our Premium Marketing Pack, the due date for payment of the Other Charges relating to the Premium Marketing Pack (the **"Premium Marketing Charge"**) will depend on whether you purchase Countrywide Home Conveyancing.

Payment options

(i) **If you do not purchase Countrywide Home Conveyancing:** Payment of the Premium Marketing Charge will be due upfront prior to us commencing activities relating to the Premium Marketing Pack.

(ii) **If you do purchase Countrywide Home Conveyancing:** The Premium Marketing Charge will be waived. Payment of fees for Countrywide Home Conveyancing will be payable in accordance with the Countrywide Home Conveyancing Instruction Form. For the avoidance of doubt, payment of Commission and any other Other Charges will remain payable in accordance with this Agreement without deduction or delay, irrespective of your agreement to purchase Countrywide Home Conveyancing. **If your agreement to purchase Countrywide Home Conveyancing terminates for any reason, payment of the Premium Marketing Charge will become due on Exchange in accordance with clause 5.4, however we reserve the right to require payment immediately.**

7. Joint and several liability

In the event that we are instructed by more than one person, all such individuals or entities are jointly and severally liable for the payment of Commission and Other Charges.

8. Interest for Late Payment

If the Commission or Other Charges are not paid in full within 10 business days of the payment due date, interest will become payable on any outstanding sum or sums. The rate of interest will be 3% above the National Westminster Bank plc base rate then in force.

9. Sale of the Property via other estate agents/or privately

If a sale of the Property is agreed through another estate agent or privately, you must tell us promptly of the name and address of the selling agent (if applicable), the sale price, the date of Exchange (if applicable) and the details of the purchaser.

10. Description of the Property

10.1 It is a criminal offence to give false or misleading information in relation to the description of the Property. You agree to provide us with all material information related to the Property, including but not limited to details of any restrictions or covenants affecting the use and enjoyment of the Property, and any other information that would reasonably be deemed material to a prospective purchaser. Where the Property has title registered at HM Land Registry, this includes providing all information we reasonably require in order to verify the tenure of the Property.

10.2 You warrant that all information provided to us to assist in the description of the Property is true and accurate, and agree to in good faith verify the contents of the sales particulars that are prepared by us so that we are able to comply with our legal obligations.

10.3 If the Property is leasehold, commonhold or a managed freehold, you must ensure that you contact your lease administrator, commonhold association or freehold manager to obtain material information related to the Property and inform us of this information in writing.

10.4 If the Property is leasehold this includes providing in writing all material information in respect of the lease, including but not limited to:

- the number of years remaining on the lease;
- the amount of ground rent and when payable, and whether this will increase over time; and
- rent payable in the case of a shared ownership arrangement.

10.5 If the Property is leasehold, commonhold or freehold and you have a legal obligation to contribute towards the maintenance costs of a shared amenity, the material information that must be disclosed to us in writing includes, but is not limited to:

- the amount of service charge and when payable;
- the amount of any event fees and when payable;
- the amount of any reserve fund contribution and when payable, as well as the approximate total amount of the reserve fund;
- any event-related fees and charges payable under the lease that are triggered by certain events; and
- details of any other fees or charges contained in the lease, commonhold community statement or title deeds.

10.6 If the Property is being re-sold with existing building warranties, you must declare in writing the remaining length of the warranty and whether any claim has been made against the policy.

10.7 You agree to notify us immediately if you become aware that any aspect of the sales particulars or other information provided to us in relation to the Property is or has become inaccurate or misleading.

11. Initial Marketing Price

11.1 The initial marketing price set out in Section 5 of the Agency Agreement (**"Initial Marketing Price"**) does not represent a formal valuation of the Property. We have not carried out a structural examination of the Property and have assumed that there are no defects, third party rights, covenants or conditions affecting the Property and that vacant possession will be given on completion. The Initial Marketing Price has been set at a level agreed with you for marketing purposes and is not indicative of the best market price for the Property. The Initial Marketing Price may be varied upon your written instructions.

11.2 You acknowledge and agree that we are under no obligation to disclose any comparable pricing information, confidential information or marketing strategies relating to other properties.

12. Fixtures and Fittings

To comply with the requirements of the Consumer Protection from Unfair Trading Regulations 2008, all fixtures and fittings that are mentioned in the sales particulars will be deemed to be included in the sale unless otherwise specified in writing.

13. For Sale and Sold Boards

13.1 Unless otherwise instructed, you agree that we may erect a "For Sale" and "Sold/Sold subject to contract" board outside the Property.

13.2 Under current legislation, only one "For Sale" or "Sold/Sold subject to contract" board is permitted per property. You agree not to allow the display of any other board at the same time, and to notify us immediately if another board is erected or displayed.

13.3 If your Property is leasehold or commonhold you must check for any restrictions within your lease relating to the use of "For sale" or "Sold/Sold subject to contract" boards and inform us immediately if any exist. We will not begin marketing the Property until you have confirmed that no such restriction exists.

14. Marketing and Property visits

14.1 We will advertise your Property on our website and on third party property listing websites. Unless notified otherwise in writing, we may also advertise your Property on social media, including but not limited to Facebook, Twitter and Instagram. Adverts will include property description text, photographs of the Property (both internal and external) and floor plans.

14.2 If you have selected our Premium Marketing Pack, in addition to clause 14.1 we will provide additional marketing and advertising products and activities as set out in the Schedule of Other Charges.

14.3 As part of our overall marketing strategy for properties like yours in the area, we may use the images of your Property in our future marketing campaigns in the event of an agreed sale (subject to contract). If you do not consent to this please contact the branch as soon as possible by email or telephone.

14.4 You are advised to ensure you have sufficient insurance arrangements in place for any liability which may arise as a result of visits to your Property, including building, contents and public liability. We shall not (to the extent permitted by law) be responsible for any damages, loss or consequential loss arising (directly or indirectly) out of viewings, inspections or other attendances at your Property, nor (to the extent permitted by law) shall we be liable for death or personal injury suffered during any viewings at your Property.

14.5 Our contractual responsibility is confined to marketing the Property and the other obligations set out in this Agreement, and any further assistance in relation to the sale of the Property is entirely at our discretion.

15. Energy Performance Certificate (EPC)

15.1 It is a legal obligation to have commissioned an EPC prior to the commencement of marketing a property. We will not begin marketing the Property until a valid EPC has been ordered or has been made available and is in our possession, and provided that you have authority to allow us to use the EPC to commence marketing the Property (see clause 15.3 below).

15.2 At your request, we can arrange an EPC through our appointed EPC providers. Where you have asked us to do so, we will charge you a fee for the cost incurred of providing the EPC, as set out in the Schedule of Other Charges. You can use the EPC once we have received payment in full.

15.3 If you have an EPC that has been supplied to you by a third party other than one of our EPC providers, the terms of that supply must include the right for us or a third party employed by us to use the EPC in order to meet our legal obligations. In the event of any third party seeking damages from us or a third party employed by us on the grounds that our use of the EPC has infringed their rights, you will be liable for any costs and damages we and/or a third party employed by us incur.

16. Copyright

16.1 The copyright and any other intellectual property rights in all particulars, brochures, floor plans, video tours, photographs and other promotional materials prepared by or at the direction of us (**"Materials"**) shall belong to us or our licensors. Unless otherwise agreed by us in writing we will not provide you with copies of any such Materials and you are not permitted to use the Materials for any purposes. This includes Materials prepared as part of our Premium Marketing Pack.

16.2 Where photographs are provided to us by you for property particulars, brochures and other promotional material, you warrant that you own the copyright in those photographs, including those taken by third party photographers. You shall indemnify us against any third party claims made against us in connection with the use by us of any such promotional material.

17. Other services and referral fees

17.1 The Countrywide group offers a wide range of property related services which we may offer to you and to any prospective purchasers of your Property. These services include but are not limited to: estate agency; financial services (arranging mortgages, general insurance or life assurance); conveyancing services; surveys and valuations; and lettings and property management services.

From time to time we may also offer you and any prospective purchasers similar or additional services provided by third parties outside of the Countrywide group, which may include utility price comparisons or switching platform services. It is your decision whether or not you choose to deal with a Countrywide group company or third party introduced by us.

17.2 In consideration of the services we introduce to you or prospective purchasers, we may receive and retain a referral fee. This fee is within market norms and is paid to us and not you.

17.3 If you decide, or have decided to use our Home Conveyancing service you will receive impartial confidential advice from an independent law firm. We undertake activities on behalf of the law firm, including verification of identity, sales progression, search ordering, marketing, online instruction and overall management of the service which is provided to you on a 'no sale, no legal fee' basis. In return for our services, the law firm will pay us a fee on completion which is borne by them. The average fee is worth £692.87 across the Connells Group, out of which we pay certain customer expenses.

17.4 Countrywide Estate Agents Limited refers customers to Countrywide Mortgage Services for mortgage and protection advice. If you take advantage of this service, Countrywide Mortgage Services may pay up to £126 to Countrywide Estate Agents Limited when your mortgage completes. This is not paid by you and has no impact on the recommendation of lender or product. Countrywide Mortgage Services is a trading name of Countrywide Principal Services Ltd, which is authorised and regulated by the Financial Conduct Authority (Firm Registration Number 301684). Registered Office: Countrywide House, 6 Caldecotte Lake Business Park, Caldecotte Lake Drive, Milton Keynes MK7 8JT. (Registered in England no. 01707341.) Countrywide Estate Agents Limited is an appointed representative of Countrywide Principal Services Ltd.

17.5 We will inform you of the sum we are paid by any particular third party on receiving a written request from you.

18. Unoccupied Property

We shall have no liability for the security, maintenance or repair of the Property save where we have negligently failed to secure the Property after an accompanied viewing. It is your responsibility to ensure that mains services are turned off, water and heating systems professionally drained and your insurers notified.

19. Tenancy Agreements

If, on your written instruction, we introduce a tenant to the Property during the period of this Agreement, then we will be entitled to an introducer's fee of 10% excl. VAT (12% incl VAT) of the total rent payable under the tenancy for the duration of the tenancy. This fee excludes any management service. This is subject to you entering into a separate agreement with us for the letting of the Property.

20. Sub-Agents

20.1 You agree that we may appoint sub-agents to assist with the sale of the Property at our discretion. Where we do so, references in this Agreement to a sale being achieved or the purchaser introduced by us shall include where the sale is achieved or the purchaser introduced in whole or in part through any sub-agent.

20.2 Upon receipt of the Commission we shall undertake to pay any commission payable to any sub-agent unless otherwise agreed with you in writing.

21. Complaints Information & ADR Entity; The Property Ombudsman www.tpos.co.uk

Formal complaints about our service should be raised with the EA Complaints and Feedback Team at EAComplaints@connellsgroup.co.uk or (01525) 215 410 who will provide an acknowledgment within 3 working days of receiving your complaint and an initial response within 15 working days - full details of our complaints procedure are available on request.

In the event that our complaints procedure has been exhausted, you should note that the appropriate Alternative Dispute Resolution (ADR) entity is The Property Ombudsman (TPO) and you have 12 months from the date of our final viewpoint letter to refer your issues to that body. We are members of TPO and abide by TPO Code of Practice (a copy of the Consumer Guide and Code of Practice can be provided on request or from www.tpos.co.uk).

You agree that we may disclose information relating to the sale of your Property to the Ombudsman if you have registered a complaint and they ask for it. You also agree that we may disclose your contact details to TPO Limited if it asks for them, to assist in their monitoring of our compliance with the Code of Practice.

22. Financial Evaluation of Prospective Buyers

In accordance with the TPO Code of Practice, we will take reasonable steps to find out from a prospective buyer at the time an offer has been made and is being considered by you, the source and availability of their funds for the purchase of the Property.

23. Data Protection

We take our responsibilities regarding your personal data very seriously. For further information please refer to our Privacy Notice, accessible from our website: https://www.countrywide.co.uk/notices/privacy-notice/

24. General

24.1 This Agreement constitutes the entire agreement between us and supersedes any previous agreements, arrangements and understandings between us relating to the Property, whether made in writing or verbally.

24.2 Any change to this Agreement is only valid if agreed in writing and signed by both us and you.

24.3 Each condition of this Agreement operates separately. If any provision or part provision is held by a Court to be unreasonable or inapplicable, the other parts shall continue to apply.

24.4 This Agreement is between you and us. Nobody else has any rights under this Agreement including under the Contracts (Rights of Third Parties) Act 1999. No other person shall have any rights to enforce any of this Agreement.

24.5 We are not responsible for delays outside our control. If our performance of any of our obligations under this Agreement is delayed by an event outside of our control we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay, but we will not be liable for any such delays.

24.6 Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under this Agreement, or if you breach this Agreement and we delay in taking steps against you, this will not remove your obligation to do those things and it will not prevent us from taking steps against you at a later date.

24.7 We may transfer our rights and obligations under this Agreement to another organisation. We will contact you to let you know if we plan to do this.

24.8 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have non-exclusive jurisdiction, which means that if you live in the EU or UK and are a consumer you may bring a claim in connection with this Agreement in the country in which you live. If you are a consumer and have your habitual residence in the EU or the UK, you additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence.

CANCELLATION NOTICE FORM (if you are a consumer)

If you are a consumer and wish to cancel this Agreement within the 14 day Cancellation Period you MUST DO SO IN WRITING and deliver the notice either in person, by post or by email to the branch detailed in Section 4 above. You may use this form if you want to but you do not have to.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THIS AGREEMENT**

To: Countrywide Estate Agents Limited

I/we hereby give notice to cancel the Agreement relating to the Property, the address of which is:

Address: _____

_____

Seller 1: _____

Seller 2: _____

Seller 3: _____

Print name(s): _____

Date: 23 Jul 2026 (UTC)

Address: _____

Phone number: _____

Email address: _____