



## Sole Selling Rights Agency Agreement

These terms and conditions shall form the basis on which we act for you in relation to the sale of the Property (as defined below) subject to any amendments that may be agreed between you and us in writing in accordance with clause 20 below.

In this Agreement, the following expressions have the meanings given here:

- “Agreement”                    This agency agreement granting us sole selling rights for your Property.
- “Commission Fee”            1% of the total sale price of the Property, with no additional VAT.
- “Cooling-off Period”        The period of fourteen calendar days from the date you sign this Agreement.
- “Fees”                            The Commission Fee and any other costs or charges that we have agreed with you and confirmed in writing.
- “Property”                      LOW HOUSE, NEW BIGGIN, PENRITH, CAIL OHT.
- “Purchaser”                    Any individual, partnership, company or other legal entity that may be introduced to you directly or indirectly during the Term who purchases the Property during the Term or for a period of twenty-four months after the expiry of the Term.
- “Term”                            The period of our appointment that begins on the date you sign this Agreement and will continue until termination by either party giving not less than one (1) month’s written notice to the other party.
- “we”, “us” and “our”        means BLS Group NW Ltd. trading as CoastNCountry, a limited company registered in England with registered number 13396357, whose registered office is at 69 Penny St, Lancaster, LA1 1XF.

"you" and "your"

X JOHN + LINDA LEAR

the legal owner (s) of the Property or their authorised representative.

## 1. Sole Selling Rights

- a. You are instructing us to act as your agent with sole selling rights in respect of the Property. By appointing us you are entering into a legally binding agreement which gives us the sole rights to sell the Property during the Term.
- b. You will be liable to pay us the Fees if a contract is exchanged for the sale of the Property:
  - i. during the Term to a Purchaser found by us, a purchaser found by another agent, or any other person including you; or
  - ii. after the Term to a Purchaser who was introduced to you during the Term, another agent or any other person including you; or
  - iii. after the Term to a Purchaser with whom we had negotiations during the Term.

## 2. The Cooling Off Period

In the event that you cancel this Agreement within the Cooling Off Period you will be liable to reimburse us for any Fees we have incurred under this Agreement, including but not limited to costs for: initial marketing expenses, floor plan creation, EPC and portal listing fees.

## 3. Private Buyers

When we have received confirmed instructions to sell the Property, you must notify us of any private approach or offer to you so that we may negotiate unless we agreed with you a special arrangement in writing at the time of the instructions.

## 4. Fees

Our Fees, which include our Commission Fee become due and payable to us on the exchange of contracts. A conditional contract will be treated as unconditional on the satisfaction of any conditions or on completion, whichever is sooner.

## 5. Payment of Accounts

- a. You agree to instruct your solicitors to pay our Fees out of the net proceeds of sale on completion if they have not been paid before. Provided that we receive written confirmation from your solicitors that they are so instructed by you, we shall allow the Fees to be paid on completion by your solicitors. If at any time you become aware that there may be insufficient funds available to pay our Fees from the net proceeds of sale, you must notify us in writing within three (3) calendar days.
- b. If any invoice remains unpaid after the date on which it is due to be paid, we reserve the right to charge interest, calculated daily, from the date when payment was due until payment is received at 4% above the then prevailing bank base rate of National Westminster Bank PLC or (if higher) at the rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 and its regulations (if applicable). If we should find it necessary to use legal representatives or collection agents to recover monies due, you will be required to pay all costs and disbursements so incurred.

## 6. Marketing Expenses

- a. Our Commission Fee includes all initial marketing expenses if your Property is sold by us. We may recommend additional marketing activity for the Property and will make a separate charge for this. We will not commit to any additional marketing without asking and agreeing such costs with you first and in confirming them in writing. We require you to pay these additional marketing costs in advance when we have to commit to them on your behalf. If we give an estimated figure, we will charge the same amount as the cost to us, which may be higher or lower than the estimated figure.
- b. In the event your Property is not sold we retain the right at our sole discretion to charge you any Fees, excluding the Commission Fee, which we have incurred. By signing this Agreement you confirm your consent to this.

## 7. Accuracy Of Statements

In marketing the Property, we are legally obliged to ensure that all information provided is accurate, not misleading and does not omit material information. We will ask you to verify any aspect of the Property about which we cannot be certain. You must tell us if you are aware of any matter which may be material to a buyer. You must also tell us if you become aware of any inaccuracy in our sales particulars, advertising copy, press releases or any other information we produce about the Property.

## 8. Other Services

Our role as your agent does not include or encompass property management or peripheral services such as purchaser 'handovers', 'snagging' or customer care issues, but we may be prepared to provide some or all of these services by a separate agreement.

## 9. Offer of Other Services to Purchasers

You acknowledge that a buyer may instruct us with regard to other property-related services. These might include:

- a. the sale or purchase of a separate property;
- b. the rental and management of any property through a third party;
- c. the provision of financial services through either a related organisation (or a third party where 9.d applies);
- d. instances where services may be offered by a third party and we or an employee may benefit financially;
- e. being re-instructed by a buyer of the Property.

## 10. Termination And Withdrawal

- a. Our instructions to act may be terminated by either party by giving 28 calendar days' notice in writing. If this happens, you must immediately pay all previously agreed Fees that we have incurred on your behalf. This will include any Fees we would otherwise have carried until a sale took place. You will remain liable for

any Fees due to us under clauses 1, 2, 4, 5. Clauses 11, 14, 15, 16, 17, 18, 19 and 20 will remain fully in force after the Agreement has been terminated.

- b. If we introduce a Purchaser to you and agree sale terms in accordance with your instructions, we reserve the right to charge you 50% of the agreed Commission Fee if you withdraw from the sale of the Property in addition to any other outstanding Fees.
- c. If you instruct another agent during or after the period of our sole selling agency, you may be liable to pay our Fee as well as theirs.

#### 11. Acceptance

We cannot proceed with the sale of the Property or incur any charges or other expenses until we have received a duplicate of these terms signed by you.

#### 12. Documents

Certain documents may legally belong to you, but we intend to destroy correspondence and other papers that we store which are more than six years old, except for documents that we consider to be of continuing significance. If you want us to keep particular documents, you must instruct us accordingly, and pay any associated costs/ fees.

#### 13. Force Majeure

- a. We shall not be held liable for failure or delay in the performance of our obligations under this Agreement if such performance is delayed or hindered by the occurrence of an unforeseeable act or event which is beyond our control (a "Force Majeure Event").
- b. If we are affected by a Force Majeure Event we shall notify you as soon as reasonably practicable after the commencement of the Force Majeure Event.

#### 14. Publicity

You agree that we may at any time, including after this Agreement ends, publish promotional material (including photographs) about the sale of the Property. We will not knowingly or deliberately disclose your confidential information.

#### 15. Liability

- a. As far as the law allows, our total liability to you for any direct loss or damage caused by our negligence or breach of this Agreement, for any claim of series of claims shall not exceed in the aggregate the higher of fifty thousand pounds sterling (£50,000) or ten times CoastNCountry's Commission Fee under this Agreement. We do not accept liability for any indirect or consequential loss (included but not limited to loss of profits or loss of goodwill). These limitations do not apply to death, personal injury, fraud, fraudulent misrepresentation, or any other liability that cannot by law be limited.
- b. You agree not to bring any claim arising out of or in connection with this Agreement against any member, employee, agent, director or consultant of

CoastNCountry (each called a "CoastNCountry Person"). These individuals do not have a personal duty of care to you. Any such claim for losses must be brought against CoastNCountry. Any CoastNCountry Person may enforce this clause under the Contracts (Rights of Third Parties) Act 1999, but these terms may be varied at any time without the need for any CoastNCountry Person to consent.

#### 16. Rights of Third Parties

Except as set out in clause 15.b above, none of the terms of this Agreement are enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

#### 17. Money Laundering Regulations

We have a legal requirement to comply with Anti-Money Laundering Regulations 2017 (as amended by the MLR 2019), the Proceeds of Crime Act 2002 (POCA), and the Terrorism Act 2000 (TACT). To ensure compliance we will undertake a search with CreditSafe for the purposes of checking your identity. CreditSafe may check the details we supply them against any database (public or otherwise) to which they have access. By signing this Agreement you agree to us carrying out these money laundering checks with CreditSafe.

#### 18. The Property Ombudsman ("TPO")

We are members of the TPO and abide by their code of practice. You agree that, in the event of your making a complaint to the TPO, we may disclose information relating to the sale of your property or any other activity we have undertaken as a result of your instructions. You also agree that we may disclose your contact details to TPO to assist them in the monitoring of our compliance with the TPO code of practice.

#### 19. Variation

No variation of this Agreement shall be effective unless expressed in writing and signed by you and us.

#### 20. Law

- a. This Agreement is subject to the laws of England and the exclusive jurisdiction of the courts of England.
- b. If a court rules that any provision of these terms is invalid or unenforceable, this will not affect the validity of the rest of the terms, which will remain fully in force.

On Behalf of CoastnCountry:

Signature:  \_\_\_\_\_

Full Name: SARAH HORN Date: 22.02.2024

On Behalf of Owner:

x Signature: L. Lear Linda Lear

Full Name: \_\_\_\_\_ Date: 22/2/24

x Signature:  \_\_\_\_\_

Full Name: L. LEAR Date: 22/2/24