

HOME

— DOMUS 360 —

TERMS OF BUSINESS



RESIDENTIAL ESTATE AGENCY TERMS OF BUSINESS

In accordance with Section 18 of the Estate Agents Act 1979

These terms set out the agreement between 'you' (the "Vendor", as set out in the Vendor Details below) and Home Domus 360 Ltd ("Home Domus", "we" or "us"). This agreement sets out the basis on which you instruct us to act for you, including but not limited to the basis upon which the Fees and charges due to us from you is calculated. Therefore, please ensure that you read these terms carefully. If you have any further questions or require any further explanation of this agreement or the consequences of entering into it, please discuss these with us before signing the agreement. This agreement should be read in conjunction with our Fee Option Sheet a copy of which is attached to this agreement and which we have provided to you and explains the fee options prior to our instruction pursuant to this agreement. The Fee Option Sheet forms part of this agreement and you agree to be bound by its terms.

BACKGROUND

(A) You wish to appoint Home Domus to act as your agent in the marketing of the Property for sale on the basis marked below and the other terms of this agreement.

(B) The Seller(s) wishes to be Introduced to purchasers and is willing to pay Home Domus remuneration (in addition to any other costs or charges) if unconditional contracts for the sale of the Property are exchanged or a Ready, Willing and Able Purchaser is found in any of the circumstances provided for within the terms of this agreement.

(C) Home Domus is willing to Introduce purchasers to the Seller as specified in this agreement.

INTERPRETATION

The following definitions apply in this agreement.

Definitions:

Administration Charge: £120 including VAT

Agency Fee: the amounts payable to Home Domus as detailed in the Fee Option Sheet.

Agency Period: the period commencing with the date that these terms are signed by the Seller and extending to 12 weeks after the 1st day that the Property is able to be marketed in compliance with the prevailing legislation and will continue thereafter unless and until terminated by either you or us given 14 days prior written notice to the other.

Estimated Price: _____

Introduced: anyone who has learned about the Property through our marketing activity either directly or indirectly or through an associate (e.g. spouse, partner, family member, friend, business partner, work colleague) and includes advertising (online or in newspapers), sales details, for sale boards, electronic advertising, leaflets and any written or verbal information given about the Property. Introduce, Introduces and Introduced shall be interpreted accordingly.

Marketing Fee: A fee of £895 including VAT payable in respect of the costs incurred in the marketing of your property including but not limited to third party professional photography costs, floorplans, virtual tour and production and installation of 'For Sale' boards.

Material Information: Any details that a normal purchaser would be likely to consider important when deciding to view or purchase the Property.

Minimum Price: _____

Ready, Willing & Able Purchaser: A purchaser who is prepared and able to exchange unconditional contracts for the purchase of the Property.

Sole Agency: means you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the Property are exchanged:

- ◆ with a purchaser Introduced by us during the Agency Period or with whom we had negotiations about the property during that period; or
- ◆ with a purchaser introduced by another agent during that period.

If a party we have Introduced enters into a contract with you for any other property you control or have interest in, Sole Agency will apply unless otherwise agreed in writing.

Sole Selling Rights: means you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances:

- ◆ if unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself; or
- ◆ if unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have Sole Selling Rights but to a purchaser who was Introduced to you during that period or with whom we had negotiations about the Property during that period.

If a party we have Introduced enters into a contract with you for any other property you control or have interest in, Sole Selling Rights will apply unless otherwise agreed in writing.

Special Terms (if any): _____

Target Price: _____

PROPERTY TO BE SOLD

Address / es _____

Postcode: _____ (the "Property")

Freehold Leasehold Lease granted in _____ for _____ years

Ground Rent £ _____ (p/annum) Annual maintenance charge £ _____ in year

You confirm that you have all the necessary consents to instruct us to sell the Property and:

- (a) You are the sole owner(s) of the Property as recorded at the Land Registry; or
- (b) You have the full authority to sign this agreement on the owner's behalf and will provide us with evidence of this authority (by way of example only, power of attorney or appointment as trustee or agent).

You agree that:

- (a) You are personally responsible for the Agency Fee, Marketing Fee and all other fees and charges due
- (b) You will instruct your solicitors to pay all amounts due under this agreement from the proceeds of sale (where applicable)
- (c) No one has yet Introduced me/us to a potential purchaser for the Property
- (d) The Property can be used by Home Domus for marketing purposes (outside pictures only)
- (e) You appoint Home Domus to act as your agent on the basis marked below and the other terms of this agreement

OUR AGENCY

Sole Agency Sole Selling Rights

FEE OPTION

Simplicity Premium

VENDOR DETAILS

1. Full Name: _____
 Address (if different) _____
 Home: _____ Work: _____ Mobile: _____
 Email: _____ Date of Birth: _____

2. Full Name: _____
 Address (if different) _____
 Home: _____ Work: _____ Mobile: _____
 Email: _____ Date of Birth: _____

3. Full Name: _____
 Address (if different) _____
 Home: _____ Work: _____ Mobile: _____
 Email: _____ Date of Birth: _____

RIGHTS TO CANCEL

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where this agreement was signed in the presence of Home Domus or one of their employees, such signature took place somewhere other than in our office and it was delivered to Home Domus for their counter signature ('Off-Premises'), you have the right to cancel this agreement within 14 days from the date the agreement was signed by you. The cancellation period will expire thereafter. If you wish to cancel the agreement where it was signed Off-Premises, please complete and return the form on the final page of this agreement. Whilst we have provided a form for your use you do not need to use this form. Cancellation will be deemed to have been served as soon as it is posted, therefore we may require proof of posting to be provided. If the cancellation notice is emailed the cancellation will be deemed to have occurred on the date of the email. If you make a personal visit to hand deliver a notice or letter the cancellation will be deemed to be the date of delivery. The above rights do not apply where you sign this agreement in our offices or if elsewhere when our employees are not present.

IMMEDIATE COMMENCEMENT OF SERVICES AND MARKETING WITHIN 14 DAY CANCELLATION PERIOD

If you wish for us to begin the provision of our services and marketing before the expiry of the 14 day cancellation period referred to above, you will need to sign, print your name and date where indicated below. If you do not complete this section we will not commence services or marketing on the property until after the expiration of the 14 day cancellation period.

I/We agree that I/We wish to begin immediately receiving services and marketing without delay. I/We agree that should I/We cancel within the 14 day cancellation period that Home Domus will charge an Administration Charge for work done by Home Domus and third party supplier costs incurred by Home Domus prior to cancellation.

Please note this Administration Charge only applies should you cancel within the first 14 days and is not charged should you give notice in accordance with this agreement after the 14 days has elapsed.

I/We agree that if I/We that if I/We decide to cancel this agreement within 14 days, I will pay the full cost of the service, Agency Fee, Marketing Fee and any other charges detailed in this agreement, if it has been provided as per this agreement prior to the date of cancellation or at any point thereafter with my/our agreement.

Full Name: _____ Signed: _____ Date: _____

Full Name: _____ Signed: _____ Date: _____

Full Name: _____ Signed: _____ Date: _____

BASIS OF OUR INSTRUCTION

This agreement sets out the basis on which we will be instructed by you to act on your behalf and we rely on these terms as our understanding of the terms upon which you instruct us to act for you (including, as required by the Estate Agents Act 1979, the basis for calculating the fees and charges due to us from you).

Please sign and return a copy of this agreement to us. However, you must be aware that whether or not you signed these terms, if, following receipt of these terms you allow us to introduce a purchaser we shall be entitled to treat this as a confirmation of your acceptance of these terms. You are our client(s) and you appoint Home Domus as your agent for the sale of the Property upon the terms of this agreement. Our key responsibility is to market the Property on the basis of your instructions with a view to achieving the best price from a purchaser whose circumstances best meet your needs. You agree to provide us with full information on the Property.

ADVERSE MATERIAL INFORMATION

You confirm that there is no adverse Material Information that should be disclosed to prospective purchasers other than set out below:

PERSONAL INTEREST

The Estate Agents Act 1979 requires us to declare to any prospective purchasers if you are related to, or connected in business to any member of staff of Home Domus. Are you aware of such relationship? No Yes

If Yes, give details: _____

ENERGY PERFORMANCE CERTIFICATE (EPC)

We have an obligation to, and we will, provide a copy of the EPC to any prospective purchaser as part of the marketing of your property. You confirm that you will provide us with an EPC that conform with the EPC legislation for the Property. We can arrange for an EPC to be prepared. The charge for an EPC is £[xx] and will need to be paid in advance of the EPC being undertaken. This EPC is not part of our Agency Fee, Marketing Fee or Administration Fee.

If you would like us to arrange an EPC, please tick here

MARKETING

We will forward draft marketing material to you for your review in line with the Consumer Protection from Unfair Trading Regulations 2008 and will require your approval of these prior to marketing. It is your responsibility to check the descriptions of the Property provided by us, on our website and any other marketing material, and notify us of any amendments required. You shall indemnify Home Domus against any claim made in respect of any mis-description that arises out of your failure to adhere to this term.

If permitted in accordance with the requirements of the Town & Country Planning Regulations we will arrange for a For Sale Board to be erected. You agree to work with us to ensure the widest distribution of information about the Property's availability using out marketing material, including, as appropriate, social media. For the avoidance of doubt, your involvement in these activities will not change our entitlement to our fees and charges.

MARKETING ADVICE

Any marketing advice given by us, including but not limited to advice regarding the Minimum Price/Estimated Market Price/Target Price does not constitute formal advice or valuation and is aimed at achieving the best price from a purchaser whose circumstances best meet your requirements. Our advice regarding Minimum Price/Estimated Market Price/Target Price is not a formal valuation and it must not be used for any other purpose other than deciding upon a marketing strategy. We have not carried out a building survey or undertaken any other formal investigations before giving any such advice and therefore no responsibility whatsoever will be accepted for its use for any other purpose or to any third party under any circumstances.

You agree that in considering and accepting an offer you will take into consideration “planning gain” that may be achieved by the purchaser and that unless otherwise agreed in the conveyance documents, you will derive no benefit should the purchaser achieve a “planning gain”.

AGENCY DURATION AND TERMINATION

You appoint us as your agent for the Agency Period. Upon expiry of the Agency Period it will continue automatically until terminated by either you or us given 14 days prior written notice to the other.

Please note that the Agency Period will be suspended as soon as a sale is agreed and restarts in the event of a sale falling through.

READY WILLING & ABLE PURCHASER

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if a Ready, Willing and Able Purchaser is Introduced by us in accordance with your instructions and this must be paid if you subsequently withdraw and unconditional contracts for sale are not exchanged, irrespective of your reasons. You agree that your liability to us in this event is one half of the agreed Agency Fee and the full amount of any agreed costs or charges (e.g. Marketing Fee) and will become due when we are informed of your withdrawal.

OUR FEES AND CHARGES

By signing this agreement, you:

- (a) authorise your conveyancer to pay our fees and charges out of the proceeds of sale of the Property; and
- (b) confirm that, (other than those you have informed us of in writing of on or before the date you signed this agreement):

- (i) no other agent is instructed in respect of the sale of the Property;
- (ii) there are no prospective purchasers from any other source who have expressed an interest in buying the Property, either now or in the six months prior to our instruction under these terms

We are relying upon this confirmation and if the Property is sold via another agent or to a prospective purchaser that you have not informed us about in writing, you hereby agree to pay our fees and charges in full as if we had Introduced the purchaser.

RESPONSIBILITY FOR FEES AND CHARGES

By signing this agreement you agree that you are jointly and severally liable for our fees and charges, regardless of whether you have a legal or equitable interest in the Property.

WHEN FEES BECOME PAYABLE

With the exception of the Marketing Fee payable under the ‘Premium’ fee option (payable and nonrefundable upon signing this agreement), our fees and any outstanding charges are due upon exchange of contracts and are payable no later than the contractually agreed completion of the sale (“**Completion Date**”). Therefore, upon exchange of contracts our fees and any outstanding charges become payable, even if you fail to complete the sale of the Property to the purchaser.

If we assist you in sourcing an onward purchase and that purchase involves a part or full exchange of rights to the Property with the owner or agent of the property that you are purchasing then this will be treated as a purchaser Introduced by us and our fees will become due when contracts for the sale of the Property are exchanged.

In the event that conditional exchange of contracts or the granting of an option to purchase, one half of our fees are due plus the full amount of any other costs or charges. The balance of our fees are due at the Completion Date, whether with a party to whom the option was granted or any other party who acquires the right to exercise the option or is assigned the benefit of the conditional contract.

If your account is not paid within 7 days of the Completion Date we reserve the right to charge you interest at a rate of 4% per annum over the prevailing Barclays Bank Base Rate with effect from the Completion Date.

MULTIPLE AGENCY

Home Domus do not offer their services on a multiple agency basis. By signing this agreement you agree that you will not appoint another estate agent during our period of agency.

If however you do appoint another agency during the period of our agency, you will then be liable to pay our Agency Fee.

If you sell the Property privately or through another estate agent you must disclose to Home Domus the identity of such purchaser prior to exchange of contracts.

TERMINATION

Either you or us can terminate our appointment if 14 days prior written notice is given to the other. Such notice cannot be given earlier than 14 days before the end of the Agency Period.

If within 6 calendar months of the date of the termination of this agreement unconditional contracts for the sale of the Property are exchanged via another agent with a purchaser introduced by us during the Agency period with whom we had negotiations about the Property during that period, then you will be liable to pay the Agency Fee to us in addition to any other costs or charges (e.g. Marketing Fee).

SUB AGENCY

If we consider it to be in your best interests, we will instruct a sub-agent to assist in the marketing of your property. No additional cost will be incurred by you and we will arrange and co-ordinate all viewings and negotiations on the Property.

MONEY LAUNDERING

In order to comply with the Money Laundering Regulations 2007, we are required to obtain documents from you as evidence of your identity when taking instruction to market your property. We are required to obtain valid photographic identification and address identification from each seller. If adequate identification has not been fully provided at any point during the term of this agreement we reserve the right to cease marketing but you will remain bound by the terms of this agreement.

SECURITY

Where you provide us with a set of keys to the Property, you agree to us making additional copies at our own expense.

You agree that we are not to be held responsible for the security of the Property or its contents or actions of any person we accompany when showing the Property on your behalf or if it is left unoccupied.

DATA PROTECTION

We will deal with your personal information for the purposes of carrying out this agreement and for administration and statistical purposes. We will ensure that any processing is undertaken in accordance with prevailing data protection legislation.

In addition, we would like the opportunity to use your personal information for marketing purposes by way of contacting you by telephone, email or post from time to time with respect to us introducing services and products from ourselves and selected third parties.

Are you happy for us to do so? Yes No

ADDITIONAL SERVICES

When you instruct us to provide to you, or put you in contact with third parties who may be able to provide you with, additional services, we may receive a fee or commission.

COMPLAINTS

Home Domus prides itself on our high levels of customer service. If you have any issues with our levels of customer service please write to us at: Home Domus 360, Tenpenny House, Colchester Main Road, Alresford, CO7 8DJ or email us at: florent@homedomus360.com. We are a member of The Property Ombudsman, who may be able to help with resolving any complaint you may have with our service if we are unable to resolve the matter for you.

PROSPECTIVE BUYERS

You accept, once a contract for sale has been exchanged, we may without consulting you, accept an instruction from the purchaser to re-market for sale or let the Property or any properties developed on the Property.

GOVERNING LAW & JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of England and Wales. You and we irrevocably agree that the Courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement, its subject matter or its formation.

ENTIRE AGREEMENT, VARIATION AND THIRD PARTY RIGHTS

This agreement constitutes the entire agreement between us and you and supersedes and extinguishes all previous arrangements or agreements. No variation of this agreement shall be effective unless it is in writing and signed by both parties. No one other than the parties to this agreement shall have any right to enforce any if its terms.

We acknowledge receipt of this agreement and hereby appoint Home Domus to market the Property. If this agreement is not signed by all the owners or those with full authority to sign this agreement on the owner's behalf, then the signatory confirms that he/she is authorised to sign this agreement on behalf of such persons.

Vendor 1 _____

Signed _____ Date _____

Vendor 2 _____

Signed _____ Date _____

Vendor 3 _____

Signed _____ Date _____

On behalf of Home Domus _____

Signed _____ Date _____

CANCELLATION FORM

COMPLETE AND DETACH THIS FORM ONLY IF YOU WISH TO AND ARE ABLE TO CANCEL THIS AGREEMENT.

SEND THE COMPLETED FORM TO:

Florent Lambert
Home Domus 360 Limited
Colchester Main Road
Alresford
CO7 8DJ

Email: florent@homedomus360.com

I/We hereby give you notice that I/We wish to cancel my/our contract with Home Domus 360 Limited and agree to pay an Administration Charge as detailed in the Terms of Business I/We have signed. Please provide a detailed invoice that I/We agree to settle within 14 days of the invoice date.

I/We agree that I/We will pay the full cost of the service, Agency Fee, Marketing Fee and any other charges detailed in this agreement, if it has been provided as per the agreement prior to the date of this cancellation notice or at any point thereafter with my/our agreement.

Address of property to which agreement applies:

Full Name: _____ Signed: _____ Date: _____

Full Name: _____ Signed: _____ Date: _____

Full Name: _____ Signed: _____ Date: _____

PRICING STRUCTURE

Option “Simplicity”

- ◆ Marketing fee of £895, only due if the seller(s) should cancel this agreement during the first 10 weeks
- ◆ Agency Fee of 0.9% if the “Estimated Price” is strictly greater than the “sale price” with no minimum fee
- ◆ Agency Fee of 1.8% if the “Estimated Price is equal or lower than the “sale price” with a £4,000 minimum fee

Option “Premium”

- ◆ Marketing fee of £895 payable and non refundable upon signing this agreement
- ◆ Base fee of 0.6% if the “Estimated Price is strictly greater than the “sale price” with no minimum fee
- ◆ Base fee of 1.2% if the “sale price” is equal or greater than the “Estimated Price” and strictly lower than the “Target Price”, minimum fee of £3,000
- ◆ Base fee of 1.8% if the “sale price” is equal or greater than the “Target Price”, minimum fee of £3,000

The following definition applies in this price structure:

The “Net sale price” is the “sale price” minus the base fee or the minimum fee if applicable

Our “Capping” table determines the final net fee:

- ◆ If “Net sale price” is between £400,000 and £500,000, the Agency Fee is not greater than £8,000
- ◆ If “Net sale price” is between £500,001 and £600,000, the Agency Fee is not greater than £9,000
- ◆ If “Net sale price” is between £600,001 and £925,000, the Agency Fee is not greater than £13,000
- ◆ If “Net sale price” is between £925,001 and £1,200,000, the Agency Fee is not greater than £15,000
- ◆ If “Net sale price” is between £1,200,000 and £1,500,000, the Agency Fee is not greater £18,000
- ◆ If “Net sale price” is greater than £1,500,000, the Agency Fee is not greater than £20,000

EXAMPLES

Option “Simplicity”

Example A

Following an Estimated price at £475,000 and a Target price of £490,000, we advertise the property at £500,000 and :

- ◆ Scenario 1, sale is agreed at £492,000..., our agency fee is therefore 1.8% of £492,000 which is £8,856 and meaning a Net Sale price of £483,144
- ◆ Scenario 2, sale is agreed at £474,000, our agency fee is therefore 0.9% of £474,000 which is £4,266 and meaning a Net Sale price of £469,734

Option “Premium”

- ◆ Marketing fee of £895 paid and non refundable

Example A

Following an Estimated price at £475,000 and a Target price of £490,000, we advertise the property at £500,000 and :

- ◆ Scenario 1, sale is agreed at £492,000, our base fee is therefore 1.8% of £492,000 which is £8,856 and meaning a Net Sale price of £482,249 (having taken into account the Marketing fee) and a capping mechanism reducing our agency fee to £8,000 as opposed to £8,856 and a new Net Sale price of £483,105
- ◆ Scenario 2, sale is agreed at £474,000, our base fee is therefore 0.6% of £474,000 which is £2,844 and meaning a Net Sale price of £470,261 (having taken into account the Marketing Fee)
- ◆ Scenario 3, sale is agreed at £485,000, our base fee is therefore 1.2% of £485,000 which is £5,820 and meaning a Net Sale price of £480,075 (having taken into account the Marketing Fee)

Example B

Following an Estimated price at £900,000 and a Target price of £920,000, we advertise the property at £900,000 and :

- ◆ Scenario 1, sale is agreed at £925,000, our base fee is therefore 1.8% of £925,000 which is £16,650 and meaning a Net Sale price of £907,455 (having taken into account the Marketing fee) and a capping mechanism reducing our agency fee to £13,000 as opposed to £16,650 and a new Net Sale price of £911,105
- ◆ Scenario 2, sale is agreed at £895,000, our base fee is therefore 0.6% of £895,000 which is £5,370 and meaning a Net Sale price of £888,735 (having taken into account the Marketing Fee)
- ◆ Scenario 3, sale is agreed at £905,000, our base fee is therefore 1.2% of £905,000 which is £10,860 and meaning a Net Sale price of £893,245 (having taken into account the Marketing Fee)

We offer these options not to make it complicated and trick you into charging more, on the contrary we feel that our agency fee should be capped and that we should be accountable for the Estimated price and the Target price we provide. If we succeed we participate in that success and if we fail to deliver what we promised we greatly reduce our fees.

