



Dated: Wednesday 7th August 2024

Property Address: 51 Fletcher Road, Yate, Bristol, BS37 7ER

Vendors Name(s): Mr Adam Bamford & Mrs Sarah Bamford

Marketing Price: £369,950

IMPORTANT NOTICE

This is a legal document. Please take the time to read it carefully and ask any questions relating to the terms of business below before signing.

SOLE AGENCY (for sale by private treaty)

This is a Sole Agency Agreement between Hobbs Property Agents ('The Agent') and Mr & Mrs Bamford (The Client')

For the sale of 51 Fletcher Road, Yate, Bristol, BS37 7ER

Hobbs Property Agents are appointed as sole agents for a minimum period of 12 weeks and the agency will continue and be legally binding upon both parties unless terminated by no less than 14 days written notice by either the Seller or the Agent. Until this agreement is ended the Seller will not instruct any other agent to sell the property. The Seller also confirms that there are no negotiations underway with prospective buyers at the time of instructing Hobbs Property Agents as the selling agents. Hobbs Property Agents will commence marketing activities upon acceptance of the Agency Terms.

Agency Fees

The seller agrees to pay the fixed agency fees of 1.2% (No Vat) upon successful completion of contracts.

Based on agreeing a sale at the asking price of £369,950 the fee payable would be £4,439.40

In the event that an additional agent is instructed, the Seller will be liable to pay an increased multiple/joint agency fee to be agreed at the time.

The Seller will be liable to pay remuneration to us in addition to any other costs or charges agreed, if unconditional contracts for the sale of this property are exchanged within 12 months of our contract being terminated:-

- with a buyer introduced by us during the period of our sole agency, or
- with whom we had negotiations about the property during that period, or
- with a buyer introduced by another agent during our sole agency period.

In the event of a sale taking place after the termination of the Agency to a party introduced during the period of Agency the full fee is payable.

The obligation to pay fees arises on exchange of contracts for the sale of the property and the fees must be paid at the completion of the sale or otherwise by prior written agreement. The full stated fee is payable upon the completion of all transactions including part exchanges and leasing. Buyers attracted by any of our marketing activities are deemed to be introduced by the Agent and all such interested parties must be referred to the Agent for qualification.

If the client withdraws the property from the market during the 12 week contract, our standard fees of £150 will apply. This fee allows us to cover the initial costs of marketing your property alongside photographs and floor plans.

Inclusive Service

There will be no additional charges for circulating details to prospective buyers, local advertising, sale boards, negotiating the price, arranging the mortgage, or any other incidental expenses without your prior approval. The Town and Country Planning Act allows for the display of one "FOR SALE" board only and the seller agrees to this being erected by our contractor. Hobbs Property Agents agree to communicate all offers to the seller and qualify buyers in accordance with the requirements of the Estate Agents Act 1979. The Agent accepts no maintenance, repair or security liability in relation to the sale of vacant properties, the seller must ensure the property is safe for viewings and services disconnected or drained where appropriate to avoid leakage and frost damage.

Property Details

The property details that the Agent has prepared will follow shortly. Under the Consumer Protection from Unfair Trading Regulations 2008 the Agent and the Seller must ensure that all statements and publications representing the property are accurate and do not mislead. It is very important that the seller reads these details carefully and informs the agent immediately if there is anything that is inaccurate or should not be included. The seller must provide documented proof and certificates/guarantees to the Agent before any related statements can be included in the marketing of the property. For example the Agent should not state that the boiler has been recently serviced if there are no certificates or invoices to show this was done. If the seller is unsure whether an appliance will be included in the sale of their property then we will advertise as "Space for appliance".

For Sale Boards

The Agent asks permission to erect a For Sale board at the property to assist with the marketing of the property. Any board erected will comply with the Town and Country Planning (Control of Advertisements) 1992 as amended. The Client consents that the Agent may erect a For Sale Board.

Please circle **Yes** **No**

Services Provide

Unless otherwise instructed I give full authorisation for Hobbs Property Agents to offer/provide the seller and all applicants and prospective buyers its full range of Estate Agency Services including valuations, assistance of a financial advisor/mortgage broker, conveyancing solicitors, surveyors and Domestic Energy Assessors. I understand that Hobbs Property Agents may earn additional fees as a result of providing these services.

Offers

The Agent will promptly forward to the Client details in writing of all offers received from potential buyers at any time up until contracts have been exchanged, unless the offer is of an amount or type which the Client has specifically instructed the Agent, in writing, not to pass on. A written or electronic record of all offers received will be kept (including the date and time the Agent received such offers and the Client's response). This record will be available to the Client on request. In turn, the Client must promptly inform the Agent of all enquiries or discussions which the Client may have with any prospective buyer, whether introduced by the Agent or not, that are made without the knowledge of the Agent.

Anti Money Laundering

In line with The Money Laundering Regulations 2017 we are duty bound to carry out due diligence on all of our clients to confirm their identity. This will require the client to produce to the agent satisfactory evidence of the client’s identity and current residential address. The agent is also required by law to undertake Customer Due Diligence in respect of a prospective purchaser before the client accepts an offer for the property. Hobbs Property Agent can carry out electronic anti money laundering checks on clients which is more efficient and eliminates the need for physical identification to be provided.

Seller 1

Full name:

Date of Birth:

Address:

Previous Address (If lived at current address less than 3 years):

Please tick to confirm you consent to an electronic money laundering check

Seller 2

Full name:

Date of Birth:

Address:

Previous Address (If lived at current address less than 3 years):

Please tick to confirm you consent to an electronic money laundering check

Personal Interests

By law, the Agent must declare whether there is a personal interest of the Agent or any employee or associate of the Agent or any employee in the sale of the Property. To assist the Agent to fulfil this obligation the Client is asked to indicate any personal association with the Agent or employee. If the client believes there is any personal interest they should make the agent aware immediately.

Is the client aware of any such interests?

Please circle **Yes** **No**

The Property Ombudsman & Complaints

Hobbs Property Agents is a member of The Property Ombudsman Scheme ('TPOS') and follows the TPOS Code of Practice. The Client agrees that the Agent may give information about the sale of the Property to the Ombudsman, if the Client has registered a complaint and he asks for that information. The Client also agrees that the Agent may give the Client's contact details to TPOS (if they ask for it) to help them monitor how the Agent is following the Code of Practice. A copy of the Code of Practice and Consumer Guide is available from www.tpos.co.uk or from the Agent on request.

Hobbs Property Agents operates an in-house complaint procedure. If a client would like to make a complaint about the agent, we would recommend contacting the director who will work swiftly to resolve and issues. In the event that any complaint is not resolved between the agent and the client in accordance with such procedure, the client has the right to refer the matter to The Property Ombudsman.

Future Marketing Activities

The Seller agrees that Hobbs Property Agents may use any photographs or sales details that we have produced in any future marketing activities. This includes marketing via our website, social media, leaflets and magazines.

Right to Cancel

Under the terms of the Consumer Codes of Approval Scheme operated by the Trading Standards Institute. If you are permitted to cancel the contract at any point within 14 working days after signing it, our standard fees apply of £150. This fee allows us to cover the initial costs of marketing your property alongside photography and floor plans.

The cancellation period will expire after 14 days from the day this contract was agreed. To exercise the right to cancel, you must inform us of your decision to cancel this contract by sending us a clear statement in writing to Hobbs Property Agents or emailing us at sales@hobbspropertyagents.co.uk

We are not legally permitted to market your property until the cancellation period has expired, unless you provide us with specific written permission to do so. Please sign, date and indicate below how you would like us to proceed:-

Begin immediate marketing of the property

Do not begin immediate marketing of the property

Seller 1 Signature :

Dated:

Seller 2 Signature :

Dated:

I/We confirm agreement to the Terms of Business outlined above. I/We also confirm that I/We confirm agreement to the Terms of Business outlined above. I/We also confirm that I/we will notify you immediately if, prior to exchange of unconditional contracts, any faults or problems develop at the property, or there is any material change in the details involving any of the fixtures and fittings of the property itself.

SIGNED: Agent:
Position:
Seller 1
Seller 2

DATE OF INSTRUCTION: Wednesday 7th August 2024



Hobbs Property Agents Ltd. Registered in England & Wales No. 15334270
Registered Address: 367b Church Road, Frampton Cotterell, Bristol, BS36 2AQ
Correspondence Address: 7 Broadway, Yate, Bristol, BS37 7AD