

30th August 2019

Mr & Mrs Dronsfield
Manor House Farm
Oldham Road
Dobcross
Oldham
Greater Manchester
OL3 5RD

Dear Mr & Mrs Dronsfield ,

Thank you for your instructions in respect of your freehold property at *Manor House Farm , Oldham Road, Dobcross, Oldham, Greater Manchester, OL3 5RD (Property)*. In accordance with the Estate Agents Act 1979 and all associated and relevant legislation (**Act**), the terms upon which we shall act will be as follows:

1. We are to offer the Property for sale, subject to contract, at an asking price of Guide Price £650,000.00 (the **Service**)
2. You wish us to act as your sole agents on a sole selling rights basis for the period of 16 weeks (**Period**) from today and accordingly you will not during the Period revoke our authority or consent.
3. You will be liable to pay the Fee to us if, at any time, we introduce a ready willing and able purchaser who wishes to purchase the property at a mutually agreed price; whereby unconditional contracts for the sale of the Property are exchanged with: any purchaser at any time during the Period; or any person with whom we carried out negotiations concerning the property during that Period; or with any purchaser introduced to the Property by another selling agent during that Period, or any person who takes the Property by way of part exchange.
4. If you dispose or consent to the disposal of the Property to anyone not introduced by us during the Period the Fee shall remain payable.
5. We are entitled to the Fee if you terminate our contract and a buyer that we introduced goes onto exchange contracts on the property within six months of our contract end date, if no other agent is involved then this period is extended to two years. You may also be liable to pay more than one fee if you had previously instructed another agent on a sole selling right basis.
6. You have authorised us to appoint a sub-agent if we think it desirable and references in this contract to results being achieved through our agency will include the case where the results have

Call us 0161 425 7878 Cheshire office 01706 464 071 Rossendale office

Email us hello@onestoppropertysolutions.com

Visit us Head Office, Oak House, 2 Gatley Road, Cheadle, Cheshire, SK8 1PY



the right solution. quickly.

been achieved in whole or in part through any such sub-agent. We shall be liable for any commission payable to any such sub-agent.

7. Our commission will be calculated at 1.25% of the purchase price plus VAT and will be payable on the basis set out in this contract. **Important note – Should an acceptable offer to you not be received within 16 weeks of the marketing going live on Rightmove then our fee will be reduced by £1,000.00 plus VAT upon legal completion of a successful sale Fee).**
8. As an illustration, if we sell the property within the initial 16 weeks of marketing at a price of £650,000.00 then the amount payable including vat will be £9,750.00. [If the selling price is higher or lower, then the fee will be correspondingly higher or lower].
9. It is a legal requirement to have a current Energy Performance Certificate (being not less than 10 years old) in order to sell the property which is a service we provide at a fixed cost of [£99.99] plus vat. – n/a – Existing EPC already in place
10. You and Your Buyers will be offered access to services for which we are introducers whereby we receive a commission payment including, mortgage services, conveyancing services and insurance services. Full written details are available upon request.
11. You shall inform us if you or any person connected with you works for or is associated with or related to any employee or partner of us, or if you yourself are an estate agent, in order that such transactions are published so that all parties to any possible transaction are aware of the situation and are not currently aware of any such connections.
12. You confirm that the Fee has been duly noted and agreed. In the event of you being liable to pay our Fee in accordance with this contract, you irrevocably and unconditionally instruct your appointed solicitor to ensure that on the day of completion, your appointed solicitor will settle the Fee from the proceeds of the sale.
13. Property Mis-descriptions Act 1991
 - 13.1 It is your responsibility to check any descriptions of the Property which we intend to publish or make use of (in any form or through any medium including publication in local

Call us 0161 425 7878 Cheshire office 01706 464 071 Rossendale office

Email us hello@onestoppropertysolutions.com

Visit us Head Office, Oak House, 2 Gatley Road, Cheadle, Cheshire, SK8 1PY



press or on our website) including any facts, figures, dates or measurements in order to confirm their correctness. You shall inform us immediately of any amendments which are necessary.

13.2 We accept no liability for any loss or damage which is caused to a potential buyer or other third party as a result of any error in the published description of the Property and you agree to indemnify us in full in respect of any claims for such loss.

14. Important definitions

"SOLE SELLING RIGHTS: You will be liable to pay remuneration (the Fee) 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;*
- *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."*

"SOLE AGENCY: You will be liable to pay remuneration (the Fee) 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 period of our sole agency or with whom we had negotiations about the property during that period; or*
- *with a purchaser introduced by another agent during that period. "*

"READY, WILLING AND ABLE PURCHASER: A purchaser is a "ready, willing and able" purchaser if he is prepared and is able to exchange unconditional contracts for the purchase of your property. You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if such a purchaser is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw and unconditional contracts for sale are not exchanged, irrespective of your reasons."

15. Anti Money Laundering Regulations

We are required by law to check your identity. We may ask you to supply at least one original document of confirmation of your identity and one original document of confirmation of your address. Any documents provided to us will be recorded and copied for audit purposes as part of our anti money laundering obligations.

Whilst we will be obliged to keep your affairs confidential, there is a statutory exemption

Call us 0161 425 7878 Cheshire office 01706 464 071 Rossendale office

Email us hello@onestoppropertysolutions.com

Visit us Head Office, Oak House, 2 Gatley Road, Cheadle, Cheshire, SK8 1PY



contained in legislation on money laundering. We have a legal duty in certain circumstances to disclose information to the serious organised crime agency where we suspect that a transaction on behalf of a client involves money laundering. If whilst marketing your property for you it becomes necessary to make a money laundering disclosure we would not be able to inform you that a disclosure has been made or the reasons for it.

16. The Property Ombudsman (TPO) Scheme Notice/TPO Redress Scheme

We are members of the TPO Scheme and abide by the TPO code of practice. You agree that, in the event of you making a complaint to the TPO or to the TPO redress scheme, we may disclose information relating to the sale of your property to the ombudsman. You also agree that we may disclose your contact details to TPO limited (who are responsible for running the TPO scheme) to assist them in their monitoring of our compliance with the TPO code of practice.

17. Termination:

- 17.1 If you are a consumer before we begin to provide the Service, if the Consumer Contracts Regulations 2013 apply, you may cancel the Service at any time before the start date for the Service or within 14 calendar days of signing this agreement by contacting us (**Cooling Off Period**). We will confirm your cancellation in writing to you.
- 17.2 If you cancel under clause 17.1 and you have made any payment in advance for the Service that has not been provided to you, we will refund these amounts to you.
- 17.3 However, if you cancel the Service under clause 17.1 and you have waived the Cooling Off Period, and we have already started work by that time, you will pay us any costs we reasonably incurred in starting to provide the Service, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us.
- 17.4 This agreement may be terminated by the Agent upon 14 days written notice served on the Client effective 48 hours after sending.
- 17.5 If you cancel this agreement after the Cooling Off Period or where you have waived the Cooling Off Period from the date of such waiver but before the expiry of Period then a cancellation fee of £499.00 plus VAT becomes payable by you to us immediately to cover general administration & marketing costs.
- 17.6 At the expiry of the Period you must give 14 days notice to terminate this agreement.

Call us 0161 425 7878 Cheshire office 01706 464 071 Rossendale office

Email us hello@onestoppropertysolutions.com

Visit us Head Office, Oak House, 2 Gatley Road, Cheadle, Cheshire, SK8 1PY



the right solution. quickly.

- 17.7 This agreement may be terminated by you upon 28 days written notice served on us at the address as set out at the bottom of this agreement by personal service, registered post or first class post. Notice sent by post shall be effective 48 hours after sending.
- 17.8 Without prejudice to the above this Agreement may be terminated immediately where any of the following circumstances arise:
- 17.8.1 Either Party commits a serious breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Client to make payment within agreed timescales) and after notice of this breach has been given to the defaulting Party it remains unremedied and unrectified 14 days after such notice.
 - 17.8.2 Either Party commits a breach of this agreement which cannot be remedied.
 - 17.8.3 Either Party becomes insolvent or enters into a CVA or IVA or ceases to carry on the whole or substantially the whole of its business.
- 17.9 Upon termination of this agreement all outstanding payments in respect of service and expenses provided and incurred by us shall become immediately due for payment.
- 17.10 Any right to terminate this agreement shall be without prejudice to any accrued rights or liabilities arising out of this agreement which are in existence at the date of termination.

Would you please sign this contract in the place marked for your signature to signify your acceptance of our offer to act on the above terms and as confirmation that we have interpreted your instructions correctly.

Yours faithfully,

One Stop Property Solutions

Date:

Call us 0161 425 7878 Cheshire office 01706 464 071 Rossendale office

Email us hello@onestoppropertysolutions.com

Visit us Head Office, Oak House, 2 Gatley Road, Cheadle, Cheshire, SK8 1PY



the right solution. quickly.

Please tick the appropriate statement below:

- ☐ We/I agree to the terms of this contract and understand that the service will not start until the end of the 14 days cooling off period (i.e. the property will not be marketed until the end of the 14 days cooling off period).
- or
- ☒ We/I agree to the terms of this contract and wish to forgo the 14 day cooling off period and start the service with immediate effect. We understand that we will be charged £499 plus VAT if we cancel the agreement at any time before the expiry of the Period.

Important Notice

By signing below, We/I confirm that we are the legal owners of the property contained within this contract. You acknowledge that you are signing a legally binding agreement and will be responsible for our fees and any other payments due to us. If you have instructed another agent on a sole agency or sole selling rights basis 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.


 Seller (SIGNATURE)
 Ian & Sally (Aug 30, 2019, 6:36pm)

Ian Dronsfield
 Seller (PRINT NAME)

30 August 2019
 Date


 Seller (SIGNATURE)
 Ian & Sally (Aug 30, 2019, 6:36pm)

Sally Dronsfield.
 Seller (PRINT NAME)

30 August 2019
 Date

Additional Services

Service	Cost Plus VAT	Please tick which services you require
Drone video & photography	£200.00	Free of Charge
Professional floor-plans	£75.00	Free of Charge
Internal Videography (Premium homes only)	£100.00	Free of Charge
Professional Photography included 3M elevated	£200.00	Free of Charge
R/M Featured property listing (Per week)	£100.00	tbc

Call us 0161 425 7878 Cheshire office 01706 464 071 Rossendale office

Email us hello@onestoppropertysolutions.com

Visit us Head Office, Oak House, 2 Gatley Road, Cheadle, Cheshire, SK8 1PY





Issuer one stop property solutions

Document generated Fri, 30 Aug 2019 15:14:30 +0100

Document fingerprint 725a6385f4761d1843c6da1608019a17

Parties involved with this document

Document processed	Party + Fingerprint
Fri, 30 Aug 2019 18:36:43 +0100	Ian & Sally - Signer (4d4616bbc526227f355fa818d81a6230)

Audit history log

Date	Action
Fri, 30 Aug 2019 18:36:43 +0100	The envelope has been signed by all parties. (212.159.188.238)
Fri, 30 Aug 2019 18:36:43 +0100	Ian & Sally signed the envelope and accepted by clicking 'Order with obligation to pay'. (212.159.188.238)
Fri, 30 Aug 2019 18:31:26 +0100	Ian & Sally opened the document email. (212.159.188.238)
Fri, 30 Aug 2019 15:46:56 +0100	Ian & Sally viewed the envelope. (82.132.244.182)
Fri, 30 Aug 2019 15:46:41 +0100	Ian & Sally opened the document email. (82.132.244.182)
Fri, 30 Aug 2019 15:16:04 +0100	Document emailed to party. (18.130.38.169)
Fri, 30 Aug 2019 15:16:04 +0100	Sent the envelope to Ian & Sally (sdronsfield@hotmail.co.uk) for signing. (92.19.154.103)
Fri, 30 Aug 2019 15:15:15 +0100	Ian & Sally has been assigned to this envelope (92.19.154.103)
Fri, 30 Aug 2019 15:14:50 +0100	Document generated with fingerprint 725a6385f4761d1843c6da1608019a17 (92.19.154.103)
Fri, 30 Aug 2019 15:14:30 +0100	Envelope generated by One Stop Property (92.19.154.103)