

Housesimple Contract and Questionnaire

page 1

Client name:

Property Address:

Fee Option:

(Please tick your chosen fee option)

- | | | |
|--------------------------|-------------------------------|----------------------------------|
| <input type="checkbox"/> | Option 1 (Sole agency) | £245 upfront + 0.1% commission* |
| <input type="checkbox"/> | Option 2 (Sole agency) | £125 upfront + 0.25% commission* |
| <input type="checkbox"/> | Option 3 (Sole agency) | £0 upfront + 0.5% commission* |
| <input type="checkbox"/> | Multiple agent option | £245 upfront + 0.75% commission* |

A minimum TOTAL fee of £445 + vat (upfront fee + commission) applies whichever fee option you choose.

HIP fees:

- | | | | | |
|--------------------------|------------------|-------|--------------------------|----------------------|
| <input type="checkbox"/> | Freehold | £245* | <input type="checkbox"/> | I have my own |
| <input type="checkbox"/> | Leasehold | £265* | | |

Solicitor:

- | | | | | |
|--------------------------|---------------------------|-----------------------|--------------------------|----------------------|
| <input type="checkbox"/> | Conveyancing quote | £price on application | <input type="checkbox"/> | I have my own |
|--------------------------|---------------------------|-----------------------|--------------------------|----------------------|

Marketing Boosters:

- | | | | | | |
|--------------------------|------------------------------------|-------|--------------------------|-------------------------------|------|
| <input type="checkbox"/> | Loose For sale board | £25* | <input type="checkbox"/> | Erected For Sale Board | £35* |
| <input type="checkbox"/> | Featured property | £50* | | | |
| <input type="checkbox"/> | Rightmove Premium | £75* | | | |
| <input type="checkbox"/> | Rightmove/Housesimple Combo | £100* | | | |

Money Laundering Regs:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Copy of passport or driving licence provided |
| <input type="checkbox"/> | Copy of utility bill provided |

Please provide a photocopy or email a copy in JPEG form to info@housesimple.co.uk or FAX to 0845 603 9908 with the property reference on the cover slip.

* All prices are stated exclusive of VAT.

Contract terms and conditions:

It is a requirement of the Estate Agents Act 1979 that You understand and accept Our Terms and Conditions prior to instructing HouseSimple.co.uk on the sale of your Property.

Please note that You confirm Your acceptance of these Terms and Conditions either by filling in the details above, signing the last page, and handing the document to the visiting agent, returning the signed document to Us by email in PDF or JPEG format or by mail to the address below OR by ticking the accept terms and conditions box on Our website and then clicking the submit button.

Recital

The Seller has agreed to appoint and HouseSimple.co.uk has agreed to act as the Sellers' estate agent to sell the Property subject to the terms and conditions below:

1. Definitions

1.1 In these Terms and Conditions the following words and phrases shall, unless the context otherwise requires, have the following meanings:-

"Completion Date" means the date of the completion of the sale of the Property between the Seller and a Purchaser;

"Exchange Date" means the date at which there is an exchange of binding contracts for the sale of the Property between the Seller and a Purchaser;

"Fee" means the commission or remuneration payable by the Seller in consideration of the Services provided by HouseSimple.co.uk in accordance with Clause 3 below;

"HouseSimple.co.uk" means HouseSimple.co.uk online estate agency, a partnership trading at 26 York Street, London W1U 6PZ.

"Property" means the freehold or leasehold property whose address is set out above;

"Purchaser" means the purchaser of the Property;

"Sale Price" means the final agreed selling price of the Property;

"Seller" or "You" means the beneficial owner(s) of the Property or person(s) with authority of the beneficial owner(s) of the Property to sell the Property whose name is listed as such above;

"Services" means the estate agent services to be provided by HouseSimple.co.uk as set out in these Terms and Conditions;

"Term" shall run from the day marketing commences until it is terminated in accordance with Clause 9.

1.2 The headings in these Terms and Conditions do not affect its interpretation, save where the context otherwise requires, references to sub-clauses, clauses and schedules are to sub-clauses, clauses and schedules of these Terms and Conditions.

1.3 Unless the context otherwise so requires, references to statutory provisions include those statutory provisions as amended or re-enacted and references to any gender includes all genders and the singular shall include the plural and vice versa.

2. Negotiations

2.1 HouseSimple.co.uk will conduct all negotiations on a "subject to contract" basis.

2.2 You authorise HouseSimple.co.uk to act as selling agents on Your behalf during the Term.

3. Fees

3.1 You must nominate a Fee Option as part of Your instruction to HouseSimple.co.uk to act as Your agent. In the event that You wish to change Your agreed Fee Option there will be a 7 day 'notice period' required, which will run from the day Housesimple.co.uk receives written confirmation from You stating that You wish to change the Fee Option.

3.2 In the event that a Purchaser is introduced to the Property by HouseSimple.co.uk, or a Purchaser has entered negotiations about the Property with HouseSimple.co.uk, during the Term and subsequently contracts for sale of the Property are exchanged with the Purchaser, HouseSimple.co.uk shall be paid in accordance with the appropriate Fee Option.

3.3 All Fees shall be paid to HouseSimple.co.uk within 10 days of the Completion Date.

3.4 Payment may be made either: (i) over the phone by calling Housesimple.co.uk on 0845 603 9909; or (ii) by using the online payment system which can be found at www.housesimple.co.uk; or (iii) by cheque which should be made payable to 'HouseSimple.co.uk'.

3.5 The Fee payable by You to HouseSimple.co.uk under these Terms and Conditions are stated exclusive of any VAT which may be chargeable, and which will be payable where required in addition to the sum in question at the rate for the time being prescribed by law. signifies the commencement of our services and that the standard cooling-off period does not apply as per clause 8(3) of the Regulations.

3.6 The Fee is to be paid out of the completion monies relating to the Property prior to any other disbursements, save those of the

Housesimple Contract and Questionnaire

page 2

solicitor's or conveyancer's fees. Settlement of HouseSimple.co.uk's account shall be made on Your behalf by Your solicitor or conveyancer and HouseSimple.co.uk shall be entitled to seek such settlement from them. Your acceptance of these Terms and Conditions authorises Your solicitor or conveyancer to settle HouseSimple.co.uk's account in accordance with these Terms & Conditions.

3.7 In default of the appointment of a solicitor or conveyancer, or the payment of the Fee by the solicitor or conveyancer to HouseSimple.co.uk under Clause 3.6, You agree to pay the Fee directly to HouseSimple.co.uk on the Completion Date.

3.8 HouseSimple.co.uk retains the right to charge interest on any amounts remaining unpaid for more than 10 days after the Completion Date at a rate of 3% (three percent) per annum above the base rate of Barclays Bank PLC, until payment is made in full, both before and after any judgment.

3.9 Housesimple.co.uk retains the right to charge a cancellation fee of £50 in the event of a cancellation if an agent has already travelled any distance to the said property on the date booked for the property to be listed.

3.10 Housesimple.co.uk will charge a minimum total fee of £445 + VAT upon the sale of any property.

4. Seller's Enquiry Form

4.1 You agree to provide such information as required in the Register to Sell Form and will use Your best endeavours to help verify any of the information given. In order to ensure that neither HouseSimple.co.uk nor You become involved in any legal action under the Property Misdescriptions Act 1991 or otherwise HouseSimple.co.uk reserves the right not to publish any information provided by You.

4.2 Housesimple.co.uk shall prepare a set of property particulars on your behalf, however Housesimple.co.uk are not responsible for any data that it provides to buyers and sellers. All information on our website and all information provided to buyers and sellers directly, cannot be guaranteed and they do not form part of any contract. You must approve your property details before marketing of the property can commence, this can be confirmed in writing, or by logging on to www.housesimple.co.uk where you will be given a chance to review your details prior to upload onto the property portals.

4.3 You shall inform Housesimple.co.uk immediately of any material changes in information provided on the Seller's Enquiry Form.

5. Indemnity

5.1 You shall indemnify HouseSimple.co.uk, its directors, employees and agents, against any claim made in respect of the Property or any misdescription thereof that arises wholly or partially out of any act or omission committed by You.

6. Offers

6.1 HouseSimple.co.uk shall notify You of all offers it receives to purchase the Property.

7. Warranties

7.1 You hereby warrant and covenant that:

7.1.1 You have the necessary authority, power and capacity to enter into these Terms and Conditions; and

7.1.2 You are either (i) the beneficial owner of the Property, or (ii) have the authority from the beneficial owner to sell the Property on these terms.

8. Money Laundering

8.1 You agree to provide HouseSimple.co.uk with all information as may be required by HouseSimple.co.uk in order to comply with any money laundering regulations as may be in force from time to time, we may require you to provide information such as your passport or driving license number. Thank you for your co-operation in this matter.

9. Agency

9.1 In accordance with Your choice of Fee Option HouseSimple.co.uk will either provide the Services of a Sole Agency or a Multiple Agency.

9.1.2 The upfront fee required under fee option 1, 2 and the multiple agent option is a non-refundable, one-off charge that shall be paid before Services commence.

9.1.3 Receipt of the Upfront Fee by HouseSimple.co.uk signifies the Seller is instructing Housesimple.co.uk to sell their Property in accordance with these Terms and Conditions.

9.1.4 In the case of Fee Option 3 where there is no Upfront payment required the signing of the Terms and Conditions or the acceptance of these Terms and Conditions on the HouseSimple.co.uk website signifies the Seller is instructing HouseSimple.co.uk to sell their Property in accordance with these Terms and Conditions.

9.2 SOLE AGENCY:

9.2.1 All negotiations for the sale of the Property shall be carried out by HouseSimple.co.uk.

9.2.2 You will be liable to pay the Fee to HouseSimple.co.uk, in addition to any other expenses or charges agreed (eg. HIPs etc), if there is an exchange of contracts for the sale of the Property. In accordance with clause 3.2:

(i) with a Purchaser introduced by us during the period of HouseSimple.co.uk's sole agency; or

(ii) with whom HouseSimple.co.uk had negotiations about the Property during that period; or

(iii) with a Purchaser introduced by another agent during the period of HouseSimple.co.uk's sole agency.

9.2.3 The sole agency agreement shall run from the day that marketing commences and for a total of 8 weeks after which time the Sole Agency agreement shall continue to run until terminated or varied by either party by 7 days' notice in writing, you cannot serve 7 days notice until the 8 week period has expired but can be served any time after this period.

9.3 MULTIPLE AGENCY:

9.3.1 You shall be free to enter separate negotiations with more than one estate agent

9.3.2 You will be liable to pay the Fee to HouseSimple.co.uk, in addition to any other expenses or charges agreed (eg. HIPs etc), if there is an exchange of contracts for the sale of the Property. In accordance with clause 3.2:

(i) with a Purchaser introduced by us during the period of HouseSimple.co.uk's multiple agency; or

(ii) with whom HouseSimple.co.uk had negotiations about the Property during that period;

9.3.3 Housesimple.co.uk reserves the right to remove a property's details from the website after the period of marketing has exceeded 12 months, or if the vendor of a property is uncontactable for a period of 3 months.

9.4 A Purchaser HouseSimple.co.uk has introduced is anyone who has learned about the Property through HouseSimple.co.uk's activity either directly or through another person. This can include, for example, advertisements, office displays, sales details, For Sale signs, internet advertising, leaflets and any other verbal or written activity. It is possible for us to be the introducer even where there is another agent instructed.

9.5 If You exchange contracts with a Purchaser, introduced by HouseSimple.co.uk, within 6 (six) months of the termination of these Terms and Conditions, the Fee will become payable by You in full.

9.6 You shall notify Us in each case you instruct another estate agency to sell the property that we have been instructed to sell. As soon as another estate agency is instructed to sell the property at the same time as it is being sold by Housesimple.co.uk, the sole agency contract shall become a multiple agency contract and the commission shall be automatically altered to our multiple agency commission fee of 0.75% of the sale price of the said property.

10 For Sale Boards

10.1 Town & Country Planning Regulations state that only one estate agent board may be displayed at any one time. We

request that You do not erect or display any other estate agent's boards for the duration of the Term.

10.2 As part of the Housesimple.co.uk terms, once the board been delivered it becomes your own property, as such it is your responsibility to take it down and re-erect it if it's affected by weather conditions or by a third party.

Housesimple.co.uk is not liable for the loss of your board or any damage the board may cause, there is a charge of £15 for an additional For Sale board.

11 HIPs (Home Information Packs)

11.1 A home information pack must now be ordered for all properties to be marketed. Housesimple.co.uk can only market your home after the HIP has been completed. The cost of the HIP is non refundable once ordered verbally and/or electronically.

12 Sub Agency

12.1 HouseSimple.co.uk may appoint a sub-agent and will do so at no extra cost to You. All Fees shall remain payable to HouseSimple.co.uk as if HouseSimple.co.uk had been the primary agent.

13 Advertising

13.1 You authorise HouseSimple.co.uk to advertise details including, without limitation, the address of the Property, its asking price, photographs and plans of the Property on the HouseSimple.co.uk website, other websites advertising the sale of properties, magazines and newspapers and in any other such media as HouseSimple.co.uk deems in its sole discretion reasonable in order to achieve a sale of the Property.

13.2 Housesimple.co.uk guarantees that your property is listed on the Housesimple.co.uk website which is www.housesimple.co.uk Third party website portals are subject to change, they may not be controlled by Housesimple.co.uk and we do not guarantee continued presence on these websites, although it is the policy of Housesimple.co.uk to continue to maintain, expand and improve our property portal networks at all times.

14 Notices

14.1 Any notice given in connection with these Terms and Conditions shall be in writing and may be delivered by hand, pre-paid first class post, special delivery post, facsimile or e-mail, to the relevant address as stated in these Terms and Conditions (or such other address, facsimile or e-mail as may be notified in writing from time to time).

15 Law and Jurisdiction

15.1 These Terms and Conditions shall be governed by and construed in accordance with English law and each party hereby submits to the exclusive jurisdiction of the English Courts.

16 Distance Selling Regulations

16.1 Clause 8(3) of The Consumer Protection (Distance Selling) Regulations 2000 states that the statutory cancellation (cooling-off) period of seven working days for services, does not apply where performance of that service has already commenced with the customer's agreement. Once upfront payment has been received we will be in touch with you to arrange a home visit. The home visit signifies the commencement of our services and that the standard cooling-off period does not apply as per clause 8(3) of the Regulations.

IMPORTANCE NOTICE

Unless written notice to the contrary is received by HouseSimple.co.uk within five working days of receipt of this document, and where HouseSimple.co.uk continues to act on Your behalf, You will be deemed to have accepted these Terms and Conditions in full irrespective of whether a signed copy of this document has been returned to HouseSimple.co.uk or not.

I/We confirm that I/we have read and understood and agree and accept the Terms and Conditions

Signed by seller:

Name:

Date

Housesimple Contract and Questionnaire page 3

How did you hear about us? Press Advert Search engine Property Portal Friend/family

Council Tax Band? Cost per month/year

Structural work: *Include all info on extensions & additional structural work. Please also include info on newly fitted Kitchens/Bathrooms/Carpets/Double glazing*

Transport: Train: *Names of nearby train stations, how far they are from your property (approx walking time), where they provide services to*

Bus: *How far the bus stop is from your property (approx walking time), where they provide services to*

Road: *Nearby Motorways or access routes*

Leisure: *Please include info of nearby parks, leisure centres, sports facilities or anything you would like included in the advert*

Other: *Anything else you would like included about the property or area*

All information provided in this document is true to the best of my knowledge: