

## 1. Type of Agency

1.1 You appoint Cocoon Residential Sales ("Cocoon") on the agency basis set out above for the duration of this Agreement.

1.2 If this is a sole agency agreement you agree that you will not before termination of this Agreement instruct any other agent to sell the property without first obtaining our express prior written consent. If we give that consent, the arrangement between you and us under this Agreement will from that point onwards become a multiple agency at the multiple agency rate.

1.3 If this is a sole agency agreement and you instruct one or more other agents to sell the property without first obtaining our consent as required by condition 1.2 above, then without affecting any other rights we may have in those circumstances, the arrangement between you and us under this Agreement will be treated as having become a multiple agency with effect from the date on which you instructed the other agent(s) and subject to our multiple agency rate.

## 2. Statements to the Seller

### Exposure Service

2.1 If this is an exposure service agreement you will be liable to pay remuneration to us in full prior to Cocoon marketing the property. The marketing period is 6 months, or until an offer has been accepted by you. Should a sale not be agreed within the 6 month period, service extensions can be arranged on a 3 monthly basis at a cost of £150 (plus VAT) per extension.

Services included in the exposure service are:

- Professional market appraisal of your property
- Professional photography and floorplans (EPC if required at an additional cost)
- Erect marketing board at property (where possible)
- Comprehensive web portal marketing, as well as reviewing our database
- Advising of interested parties
- Negotiate any offers on your behalf
- Progress sale through to completion (conditional on Cocoon's conveyancing services being used)

Cocoon will make you aware of all parties interested in viewing the property and provide contact details and relevant purchaser information. It is the responsibility of the vendor to contact interested parties to arrange viewings. The vendor will be responsible for conducting each property viewing. Cocoon shall notify you of all offers it receives to purchase the property and endeavour to negotiate offers to an agreed sale price. Cocoon will not refund marketing fees if a marketed property does not sell.

### Sole Agency

2.2 Services included in the sole agency service are:

- Professional market appraisal of your property
- Professional photography and floorplans (EPC if required at an additional cost)
- Erect marketing board at property (where possible)
- Secure key holding service

- Comprehensive web portal marketing, as well as reviewing our database
- Accompanying interested parties on viewings at your property
- Negotiate any offers on your behalf
- Progress sale through to completion

If this is a sole agency agreement you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time during the period of the sole agency or within six months of termination of the Agreement, unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us during the period of the sole agency, or with whom Cocoon had negotiations about the property during that period, or with a purchaser introduced by another agent during that period.

### Multiple Agency

2.3 The multiple agency service is the same as the sole agency service, but at the prevailing multiple agency rate. If this is a multiple agency agreement or you terminate the sole agency and instruct Cocoon on a multiple agency basis, you will be liable to pay remuneration to Cocoon at the Multiple Agency rate if at any time during the period of the multi-agency, or within six months of termination of the Agreement unconditional contracts for the sale of the property are exchanged with a purchaser introduced by Cocoon, or with whom Cocoon had negotiations about the property during that period.

### Ready, Willing and Able Purchaser

2.4 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. This remuneration will be one half of the remuneration calculated in accordance with condition 3 below. A purchaser is deemed to have been introduced by Cocoon whether or not pre-contract negotiations have been concluded, if the purchaser or someone on their behalf has reacted to any advertisement, display or sales particulars or "for sale" boards issued or displayed by Cocoon or has had any discussions (verbal or in writing) with representatives of Cocoon relating to the property and its marketing.

### Exclusions

2.5 If you have previously instructed another estate agent for the sale of your property on a sole agency, joint sole agency or sole selling rights basis you may still be liable to pay remuneration to them if a sale is made to a person previously introduced to you by them. If you have any particular person you wish to exclude from the agency in order to avoid dual remuneration liability, please let us have a note of their name and address by completing the box below.

2.6 There may also be a dual liability if you instruct another agent during or after the period of sole agency with us.

2.7 If following termination of this agreement a purchaser introduced by Cocoon goes on to purchase the property through another estate agent and that purchaser was introduced by the other agent more than six months following the end of this agreement, you will not be liable to pay remuneration to Cocoon.

### 3. Remuneration

3.1 The agreed basis of Cocoon remuneration is the percentage of the Contract Price set out above, subject to the minimum amount of £850 (exc VAT), or a fixed fee of £375 (exc VAT). The "Contract Price" shall be the price at which the property is to be sold as agreed in any unconditional contract for the sale of the property. Confirmation of Agency terms in accordance with the Estate Agents Act 1979.

3.2 Any discount from the Standard Remuneration rate offered by Cocoon shall be set out above.

### 4. Time and Payment of Remuneration

4.1 Cocoon fees, become payable upon exchange of contracts (with the exception of the exposure service and EPC's). The time by which these sums shall be paid will be on completion of the sale or, if the sale does not complete within 14 days of the date of exchange, within 7 days of the date of a notice in writing requiring payment of any outstanding sums ("Payment Date"). 4.2 In the event that any fees, charges or costs due to Cocoon under this agreement remain unpaid at the Payment Date, Cocoon may charge interest on such sums from that date until the date of actual payment at a rate of 4% above the base rate set by the Bank of England.

### 5. Agency Period

5.1 Subject to condition 5.2 below and (if applicable) the cancellation rights described in the Notice set out below, this agency agreement shall continue for the Initial Agency Period set out above and will continue thereafter until one party gives to the other not less than 14 days notice in writing terminating the agency agreement (such notice to expire at any time on or after the last day of the initial Agency Period).

5.2 In the event that Cocoon have introduced a proposed purchaser at any time during the agency period which subsequently withdraws so that the intended sale falls through, you will continue the agreement for a minimum period of 4 weeks from the date on which the potential purchaser withdraws. Thereafter the terms of condition 5.1 above will continue to apply.

### 6. Services to Prospective Purchasers

6.1 Cocoon, or a connected person or firm may offer and/or provide to the prospective purchasers of your property any or all of the services listed below. Similarly some other person or some other organisation may do so in circumstances in which Cocoon or the connected person or firm benefits financially from the provision of the service(s). If any of these circumstances arise Cocoon will give you prompt notice.

6.1.1 Valuation and/or Estate Agency service in respect of another property upon which the purchaser is dependent.

6.1.2 Provision of banking, insurance and financial assistance.

6.1.3 Conveyancing and/or other legal services.

### 7. Unoccupied Property

Cocoon accepts no responsibility for the maintenance or repair of or for any damage to the property whilst unoccupied unless such damage is caused by any act or omission of Cocoon and/or its representatives. If the property is vacant when adverse weather conditions are likely, frost damage may occur to water and heating systems and sanitary appliances. You are strongly advised to take all necessary action to protect your property from such risks and ensure that you have taken adequate insurance cover.

### 8. Personal Interest

Under the Estate Agents Act 1979, Cocoon is required to disclose to you and prospective purchasers any family relationship or business association between you and/or the purchaser and Cocoon or its employees. To assist Cocoon with this Cocoon would ask that you notify Cocoon promptly if you are, or become aware of any such relationships.

### 9. Sales Particulars

The Property Misdescriptions Act 1991 makes it a criminal offence to give false or misleading information about the property or matters relating to its disposal. Cocoon will prepare draft sales particulars as accurately as possible based on its inspection of the property and information provided by you. Cocoon will send the draft particulars to you for your approval and it is imperative that you read through these carefully. You will be asked to respond in writing to Cocoon identifying any errors or unfair or inaccurate descriptions of the property.

### 10. EPC

10.1 You must provide Cocoon with a valid Energy Performance Certificate (EPC). If you do not have an EPC Cocoon can arrange for this to be completed at a cost of £75 (plus VAT).

### 11. Data Protection

11.1 Cocoon complies with the Data Protection Act 1998.

11.2 Cocoon will use information provided by you or received by Cocoon during the agency agreement to provide the services requested by you. Cocoon may disclose your details to agents or service providers carrying out functions on its behalf and to carefully selected third parties. These selected third parties may include independent companies which provide services that Cocoon believe may be of interest to you. If you do not wish your details to be disclosed to the carefully selected third parties and you tell us so, Cocoon will not pass your details on.

### Financial Services

We have qualified advisors available through our financial partner Asset & Investment Management (AIM). As well as offering you expert advice on the best mortgage deals available, AIM advisors also qualify all of the offers that we receive. The benefit of this is that when you receive an offer from Cocoon, you know that the financial position of the potential buyer has been carefully checked by a qualified mortgage advisor.

### Legal Services

Dealing with solicitors is often identified as the most stressful aspect of moving house. At Cocoon we have fully embraced new technology and use a market-leading service, which gives us

access to a hand-picked panel of specialist conveyancing solicitors who provide a first-rate service on a no sale no legal fee basis at very competitive rates.

#### Lettings & Management

As well as a successful Residential Sales Operation, Cocoon also offer a specialist lettings and management service. So if you are considering offering your property for rent as well as sale, planning to move into rented accommodation or purchasing a buy to let property then we can most definitely help.