Hall & Scott
ESTATE AGENTS

# Standard
# Terms & Conditions

**Property Name: 2 Parlour Meadow, Exmouth, EX8 2GB**

**Your Name: Tom & Carleen Collier**

**Address: As above**

1. You have asked us to market the above property from 23/11/26 at a price of £465,000 on a Sole Agency basis.

2. Our Sole agency commission will be 1.25% of the eventual sale price plus VAT at the current rate. Therefore, if we achieve the asking price our fee will be £6,975.00 including VAT. Our minimum fee will be £3,000 plus VAT at the current rate.

3. You will be liable to pay remuneration to us, in addition to any costs or charges agreed, if at any time unconditional contracts of 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.

4. Our commission charge is inclusive of all fees and expenses, except where you specifically authorise us to carry out expenditure in respect of, for example national advertising and also if an Energy Performance Certificate (EPC) is required which is a legal requirement before your property can be marketed.

5. The commission will be due on exchange of contracts with a purchaser but payable from the proceeds of the sale on completion. We are hereby authorised to submit our account to your solicitors on exchange of contracts for immediate payment on, or before completion.

6. Our Sole Agency Agreement will stay in force from the date on this agreement and will continue thereafter unless terminated by either party with 28 days' notice in writing and during the period of sole agency, you must not instruct any other agent to sell the property.

7. Under the Estate Agents Act 1979 and regulations made under it, Hall & Scott are required to set out an explanation of "Sole Agency" and other terms having a similar effect, which are as follows:-
   Sole Agency - You will be liable to pay remuneration to Hall & Scott, 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 Hall & Scott have Sole Agency, even if the purchaser was not found by Hall & Scott but by another agent, by any other person, or privately. If unconditional contracts for the sale of the property are exchanged after the expiry of the period which Hall & Scott have Sole Agency but to a purchaser who was introduced to you during that period by any person, or privately, or with whom Hall & Scott or any sub-agent had negotiations about the property during that period, or who received particulars of the property from Hall & Scott or any sub-agent during that period. For the purpose of the above (a) a person who has exchanged contracts is a purchaser whether or not he completes the purchase; and (b) unconditional contracts include all unconditional contracts made with a purchaser whether or not the contract is legally enforceable.

8. “Joint Agency” - you will be liable to pay remuneration to Hall & Scott, both in the circumstances described under “Sole Agency,” above and also where (a) an introduction was made, or (b) any negotiations were conducted by, or (c) any particulars were received from the other agent having Joint Agency with Hall & Scott.

9. If we are not your sole agent and we are successful in finding a buyer we will charge 3% of the eventual sale price of the property, plus VAT at the current rate.

10. Should these instructions be terminated and the property subsequently sold by the vendor to a purchaser previously introduced by us during the time of our appointment, the commission at the rate shown above, will be paid in full.

I/We have read the contents of the agreement and agree to you acting as me/our agents in offering the above property for sale on the terms contained herein.

I/We confirm that I/We own the property and am/are legally competent to authorise a sale.

Signed …… Printed …… Date …….

Signed …… Printed …… Date …….

If you are not the owner(s) of the property of you are joint owner(s) with someone who is not party to the agreement, please explain below in what capacity you are instructing us to offer the property for sale.

On behalf of Hall & Scott Estate Agents

**Signed:**  **Name: Paul Scott** **Date: 23/11/2026**