

Acceptance of Terms of Business

You have agreed to appoint OIG Real Estate as your Agent in connection with the Sale of the Property known as:

[Address of Property to be Sold]

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.....

[Name of Registered Owner]

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[Registered Owner's Legal Address - *UK & Ireland Only*]

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[Registered Owner's Correspondence Address - *If Different to Above*]

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OIG Real Estate will act as your Real Estate Agent & you agree to pay commission to OIG Real Estate on the successful Sale on the following basis:

Please tick the appropriate box in the table below:

	SALE SERVICE (SOLE – 2 Months' Written Notice)	1.50% plus VAT (1.8% including VAT) of the total sale price.
	SALE SERVICE (JOINT – 2 Months' Written Notice)	1.75% plus VAT (2.1% including VAT) of the total sale price.
	SALE SERVICE (MULTI– 2 Months' Written Notice)	2.00% plus VAT (2.4% including VAT) of the total sale price.

The person signing this document is responsible for payment of the remuneration referred to above. By signing this document, you warrant that you are the beneficial owner of the Property to be sold ('the Property').

Where the property is owned by a company, the client is the company and in addition to accepting liability on behalf of the company the person signing this Terms of Business personally guarantees payment by the company of our fees, costs and charges.

All OIG Real Estate's remunerations and expenses are subject to Value Added Tax (VAT) at the prevailing rate regardless of the client's domicile. OIG Real Estate's remuneration will be calculated as a percentage of the sale price achieved per the agreed commission percentage as seen above.

Our remuneration shall be due upon completion of contracts. However, upon exchange of contracts, you must immediately give your solicitor or conveyancer irrevocable instructions and authority to settle OIG Real Estate's invoice and expenses on your behalf out of the proceeds of the sale, and we shall be entitled to seek such settlement from them.

Should completion of a sale be agreed for a period of six months or longer following exchange of contracts, OIG Real Estate will be due payment of half of their agreed commission within 28 days following exchange of contracts with the balance or any other agreed costs upon completion of the sale. In this instance, you must immediately give your solicitor or conveyancer irrevocable instructions and authority to settle OIG Real Estate's remuneration and expenses on your behalf as set out above.

Please note that you must also immediately inform us if you become aware of any circumstances which might result in the net proceeds of your property being insufficient to pay our remuneration and any outstanding expenses in full. Such circumstances would, by way of example, include any intervention or proposed intervention by your mortgagee.

SOLE SELLING RIGHTS

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances:

- a. 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.
- b. 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 in that period, our appointment as your agent with selling rights continues.

JOINT SELLING RIGHTS

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances:

- a. If unconditional contracts for the sale of the property are exchanged in the period during which we have joint sole selling rights, even if the purchaser was not found by us (or our joint selling agent) but by another agent or by any other person, including yourself.
- b. If unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have joint sole selling rights but to a purchaser who was introduced to you during that period or with whom we (or our joint selling agent) had negotiations about the property in that period, our appointment as your agent with joint sole selling rights continues.

MULTIPLE SELLING RIGHTS

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of your property are exchanged and subsequently completed with a purchaser introduced by us or with whom we had negotiations about the property during that period of our Multiple Agency.

SUB AGENTS

OIG Real Estate may, at its discretion, sub-instruct or multi-list your property to other selected estate agents or intermediaries in the instances where we consider this may assist in introducing a potentially suitable purchaser for your property. Unless otherwise agreed, this will not incur any extra costs for you and all viewings and negotiations will be coordinated through OIG Real Estate.

WITHDRAWAL FROM MARKET

In the event that you decide to withdraw the Property from the market within the first six weeks' from signing our Terms of Business, OIG Real Estate will be liable for marketing costs as follows:

Property Photography - £150.00 + VAT | Floor Plan - £100.00 + VAT | Portal Launches £50.00 + VAT

PRIVATE BUYERS

Within seven days of your written instructions, you will notify us of the identity of all persons you regard as private buyers. This list will definitively determine who is to be regarded as a private buyer. Any other persons introduced during the term of our agency will not be regarded as a private buyer.

FAILED COMPLETION

If a purchaser exchanges contracts and fails to complete the purchase, OIG Real Estate will be entitled to half of our full fee plus Value Added Tax (VAT) to be paid within 28 working days of receiving our invoice.

COMPLIANCE

Under the Money Laundering Regulations 2003 we are required to obtain evidence of your identity and proof of address. We will require to see and have a copy of your passport and a utility bill addressed to you at your current address (or other suitable documents) which we are required to hold on file for five years.

PAYMENT

If OIG Real Estate finds it necessary to use solicitors or any other parties to recover agreed fees and expenses, the client will, in addition, be required to pay those costs incurred in the recovery.

CONSENT TO USE PERSONAL INFORMATION

You permit us to use & disclose your personal information for the purpose of providing the services. You agree that all the information which you provide will be correct & not misleading. This will not extend or limit your protection under the Data Protection Act 1998.

ACCEPTANCE OF TERMS

1. I/We have read & accept these Terms of Business & agree to be bound by its entire contents.
2. I/We declare that I/we am/are sole/joint owner(s) of all the Property.

Name(s)

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Signature(s)

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Date

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