



Halfapercents.com

Halfapercents.com, 20 Mortlake High Street, London, SW14 8JN
T 0871 424 0 424 F 0207 855 0022 E info@halfapercents.com

HalfaPercent Terms & Conditions

VAT reg: 798 9114 64

Seller's Name(s):	.....	Date:	..... / ..... /20.....
Property address:	.....	Agency Status:	Sole / Multiple*
Postcode:	.....	Level of Service and Commission: %
Asking Price:	£.....	Tenure:	Freehold / Leasehold*

* = Delete as applicable.

Solicitors Company Name: (if known)	.....
Individual Solicitors Name: (if known)	.....
Telephone Number: (if known)	.....

*It is a requirement of the Estate Agents Act 1979 that you understand and accept our Terms and Conditions prior to instructing HalfaPercent on the sale of your property. We would be grateful if you could read the terms below, and confirm your acceptance of these Terms and Conditions and as confirmation that we have interpreted your instructions correctly by:
Filling in the details above; initial & date each page and signing the last page.*

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

1. Definition

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

“Commission” means the commission or remuneration payable by the Seller in consideration of the Services provided

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by HalfaPercent in accordance with Clauses 3 and 4 and Schedule A below.

- “Buyer” means a purchaser of the Property.
- “Completion Date” means the date of the completion of the sale of the Property between the Seller and a Buyer.
- “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 Buyer.
- “HalfaPercent” or “We” means HalfaPercent Limited a company registered in England, registered number 04408109, with the registered office: 20 Mortlake High Street, London SW18 8JN, trading as HalfaPercent or HalfaPercent.com
- “Period of Contract” means the period from the date of this Agreement until it is terminated in accordance with Clause 10.
- “Property” means the freehold or leasehold property whose address is set out above.
- “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 services to be provided by HalfaPercent as set out in these Terms and Conditions and in Schedule A.

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. HalfaPercent will conduct all negotiations on a subject to contract basis:

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- 3.1 In the event of a Buyer being introduced to the above Property by HalfaPercent during the Period of Contract and subsequently entering into a binding contract to purchase the Property, HalfaPercent shall be entitled to a Commission:
- 3.1.1 of between 0.5% (half of one percent) and 1.75% (one point seven five percent) of the Sale Price of that Property should such amount be paid to HalfaPercent within 10 days of the Completion Date;
- 3.1.2 or in the event that the Commission is not paid within 10 days of the Completion Date Commission at the rate of 3% (three percent) of the Sale Price of the Property; as laid out in Schedule A. The Commission will become due and payable to HalfaPercent upon the Completion Date. All cheques for payment of Commission should be made payable to 'Halfapercents Ltd'.
- 3.2 Any sum payable by one party to the other under these Terms and Conditions will be exclusive of any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate for the time being prescribed by law on delivery of a valid VAT invoice.
- 4.1 The Commission is to be paid out of the completion monies relating to the Property prior to any other disbursements, save those of the solicitors' or conveyancers' fees. Settlement of HalfaPercents account shall be made on the Seller's behalf by the Seller's Solicitors/Conveyancer and HalfaPercent shall be entitled to seek such settlement from them. The Seller's signing and acceptance of these Terms & Conditions authorises the Seller's Solicitor/Conveyancer so to settle HalfaPercent's account in accordance with the terms herein set out.
- 4.2 In default of the appointment of a Solicitor/Conveyancer, or the payment of the Commission by the Solicitor/Conveyancer to HalfaPercent under Clause 4.1, the Seller agrees to pay the Commission to HalfaPercent direct upon the Completion Date.
- 4.3 Should all or any part of HalfaPercent's Commission remain unpaid for more than 10 days after the Completion Date, that sum shall bear interest from the due date until payment is made in full, both before and after any judgment at 3% per annum above the National Westminster Bank PLC base rate from time to time which will be charged to the Seller and be due and payable to HalfaPercent;
- 5.1 The Seller will provide information as set out in the *Seller's Enquiry Form* and will use his best endeavours to help verify any of the information requested. In order to ensure that neither HalfaPercent or the Seller becomes involved in any legal action under The Property Misdescriptions Act 1991 or otherwise HalfaPercent reserves the right not to publish any information provided by the Seller.
- 5.2 The Seller shall inform HalfaPercent immediately of any material changes in information provided on the *Seller's Enquiry Form*.

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6. The Seller shall indemnify HalfaPercent, its proprietors, directors, employees or agents, against any claim made in respect of the Property or any misdescription herein that arises wholly or partially out of the act or default of the Seller;
7. HalfaPercent shall notify the Seller of all offers it receives to purchase the Property, and if any proprietors, directors, employees or agents of HalfaPercent is seeking to purchase the Property;
- 8.1 The Seller hereby warrants and covenants that he:-
 - 8.1.1 has the necessary authority, power and capacity to enter into this agreement; and
 - 8.1.2.1 is the beneficial owner of the above Property;
9. The Seller will be liable to pay Commission to HalfaPercent if at any time contracts for sale of the above Property are exchanged with a purchaser introduced by HalfaPercent during the Period of Contract or with whom HalfaPercent had negotiations about the Property during that period; HalfaPercent are authorised to act as selling agents during the Period of Contract.
10. In accordance with Schedule A HalfaPercent will either provide the Services of a Sole Agency or a Multiple Agency. If HalfaPercent act on the basis of either:
 - 10.1 **SOLE AGENCY ONLY:**
 - 10.1.1 In addition to the Commission payable in accordance with Clause 9 above the Seller will also be liable to pay Commission, if:
 - 10.1.1.1 a purchaser is introduced by another agent during the period of HalfaPercent's Sole Agency; or
 - 10.1.1.2 after notice to terminate the sole agency has been given an applicant that was introduced by HalfaPercent or with whom HalfaPercent had negotiated about the Property during the period of HalfaPercent's Sole Agency purchases the property; and
 - 10.1.2 The sole agency agreement shall run from the date of this Agreement until terminated or varied by either party by 15 days' notice in writing; or
 - 10.2 **MULTIPLE AGENCY ONLY:**
 - 10.2.1 The Seller is free to enter separate negotiations with more than one estate agent; and

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- 10.2.2 The multiple agency agreement between the Seller and HalfaPercent shall run from the date of this agreement until terminated or varied by either party by 15 days' notice in writing.
- 11.1 The Seller authorises HalfaPercent to appoint a sub-agent if it thinks fit and desirable and references in these Terms and Conditions to results being achieved through HalfaPercent's agency will include the case where HalfaPercent's results have been achieved in whole or in part through any such sub-agent. HalfaPercent shall be liable for any commission payable to any such sub-agent.
- 11.2 The Seller authorises HalfaPercent to advertise details including, without limitation, its address, asking price, photographs and plans on the HalfaPercent.com website, other websites advertising the sale of properties, magazines and newspapers and in any other such media as HalfaPercent deems in its absolute discretion reasonable in order to achieve a sale of the Property. HalfaPercent shall be liable for the costs of any such advertising.
- 12 In addition the seller may choose to pay for additional advertising.
- 13.1 Any notice in connection with this Agreement shall be in writing and may be delivered by hand, pre-paid first class post, special delivery post, or facsimile or e-mail, addressed to the recipient at its registered office or its address, facsimile number or e-mail as may be stated below (or such other address, facsimile or e-mail as may be notified in writing from time to time) and shall be marked for the attention of (in the case of HalfaPercent) James Cronk and (in the case of the Seller) the Seller's name first written above.
- 13.2 The notice shall be deemed to have been duly served:
- 13.2.1 if delivered by hand, when left at the proper address for service;
- 13.2.2 if given or made by pre-paid post or special delivery post, 48 hours after being posted (excluding Saturdays, Sundays and UK Bank Holidays ("Non Business Days"));
- 13.2.3 if given or made by facsimile or e-mail at the time of transmission providing that a confirming copy is sent by first class pre-paid post to that party within 48 hours after transmission;
- 13.2.4 if in the case of delivery by hand, transmission by facsimile or e-mail such a delivery or transmission occurs either after 4 pm on a day other than a Non Business Day ("Business Day") or on a Non Business Day service shall be deemed to occur at 9 am on the next following Business Day.

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14. 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.

15. IMPORTANCE NOTICE

Unless written notice to the contrary is received by Halfpercent within five working days of receipt of this document, and where Halfpercent 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 or not.

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

Seller's Signature Print Name:Date:

.....
Signed by: Date:
For and on behalf of HalfaPercent

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SCHEDULE A

SERVICES	% OF THE TOTAL SALE PRICE SHOULD HALFAPERCENT BE PAID IN FULL WITHIN 10 DAYS FROM THE COMPLETION DATE
1.1 HalfaPercent acts as Sole Agent , the Seller conducts viewings of prospective purchasers. The Seller has paid £199+vat.	0.5%
1.2 Halfapercents acts as Sole Agent , the Seller conducts the viewings of prospective purchasers. The Seller has elected not to pay £199+vat.	0.75%
1.3 Halfapercents acts as Sole Agent , HalfaPercent conducts the viewings of prospective purchasers. The Seller has paid £199+vat.	1%
1.4 Halfapercents acts as Sole Agent , Halfapercents conducts the viewings of prospective purchasers. The Seller has elected not to pay £199+vat.	1.25%
1.5 Halfapercents acts as Multiple Agent , the Seller conducts the viewings of prospective purchasers. The Seller has paid £199+vat.	1%
1.6 HalfaPercent acts as Multiple Agent , the Seller conducts viewings of the Property by prospective purchasers. The Seller has elected not to pay £199+vat.	1.25%
1.7 HalfaPercent acts as Multiple Agent , HalfaPercent conducts viewings of the prospective purchasers. The Seller has paid £199+vat.	1.5%
1.8 HalfaPercent acts as Multiple Agent , HalfaPercent conducts viewings of the prospective purchasers. The Seller has elected not to pay £199+vat.	1.75%
2. Should HalfaPercent not be paid the amounts due in accordance with the percentages listed above within 10 days of the Completion Date to a buyer who was	3%

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introduced by Halfapercent. The commission will be payable by the Seller to HalfaPercent at the rate of 3% of the Sale Price	
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All sums payable are exclusive of any VAT which may be chargeable and which will be payable in addition.

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