



TERMS OF ENGAGEMENT FOR AGENCY BUSINESS

Property: Suites 8 The Regatta, Henley Way, Lincoln, LN6 3QR

Client(s):

The below **MUST** be completed by the individual owners or Persons with Significant Control over the instructing company/entity:

Company Name (If Applicable)	Company No
MELBOURNE HOLDINGS RETIREMENT BENEFIT SCHEME —	
Full Name(s) (including middle names) of legal owner(s) or if a company, the Director(s) with significant control.	D.O.B.
LUCIE BRYANT	07-07-80
Home Address	Years at Address
3 SHACKLEWELL BARNS	5
STAMFORD RD	
EMPHINGHAM	
LE15 8QQ	
Previous Address (if lived at property less than 3 years)	
Primary Contact Information	
Attn:	
Work: 01529 481666	
Mobile: 07977 126633	
Email:	
If required, please provide us with any additional contact information	
Correspondence Address:	
C/O MELBOURNE HOLDINGS LTD	
MELBOURNE PARK HOUSE, ROYAL OAK BUS PARK,	
EAST RD, SLEAFORD, NG34 7EQ	

TERMS OF ENGAGEMENT

Before you confirm your instruction to us to act on your behalf in the disposal of your property or premises, please take a moment to read through this important document. We set out our terms of business and explain to you the basis on which Wood Moore & Co Ltd shall be pleased to act on your behalf. This information is provided in accordance with the requirements of the Estate Agents Act 1979, and the 1991 Orders and Regulations.

AUTHORIZATION

Instructions can only be given to us by the beneficial owner, tenant, joint owners and joint tenant in the case of individuals or on behalf of a company by a controlling shareholder, a fully authorised director, partner or trustee. The attached declaration must therefore be completed when confirming the instruction - we cannot act on your behalf unless this declaration is signed and returned.

1. COMMISSION

Our commission on a letting as sole agents is **10% of the average annual rent achieved**. VAT at the appropriate rate will also be charged.

Our commission on a sale as sole agents is **1.5% of the sale price achieved**. VAT at the appropriate rate will also be charged.

All commission is subject to a minimum charge of £1,500 + VAT.

2. DISBURSEMENTS

In this instance a marketing budget of **£300 + VAT** payable in advance will be appropriate to cover services such as; internet advertising including access to online marketing portals such as Rightmove and Zoopla for a period of 6 months, a professional brochure, mail-out campaign, and a To Let or For Sale board (as per section 5 below), amongst others.

Advertising in local or national publications can be arranged at your discretion and where this is required, the cost will be re-charged to you. Details can be supplied on request. Advertising expenses are subject to VAT at the appropriate rate plus a 10% administration charge.

3. EXPENSES AND ADDITIONAL CHARGES

Except for additional charges which are specifically agreed and the disbursements set out above, our charges include all usual marketing costs, reasonable travel expenses, photocopying and out of pocket expenses. Written valuations, planning applications, and Landlord and Tenant Act services are examples of items which will incur additional charges, but these will be confirmed and agreed before any action is taken.

4. SALES PARTICULARS AND BROCHURES

Standard professional marketing particulars will be prepared unless otherwise agreed. Certain properties will require bespoke particulars and in such cases the precise costs will be confirmed to, and agreed with you and payable on delivery.

It is important that our particulars contain an accurate description of the property and we therefore request that you notify us immediately of any errors or omissions which you notice or of any information which you have given to us but which you are not sure whether it is completely accurate.

5. FOR SALE/TO LET BOARDS

A double 4ft x 3ft For Sale/To Let board will normally be erected, and subsequently removed, at a cost included in the above, unless you instruct us otherwise. In certain circumstances a bespoke board may be required and a detailed quotation can be supplied on request.

6. PAYMENT

In the event of our introducing a ready, willing and able purchaser or tenant in accordance with our terms, an invoice will be submitted to you or your solicitor and will be due for payment within fourteen days of exchange of contracts or lease commencement. Where payment is not made by the due date, Wood Moore & Co Ltd reserve the right to charge interest at a rate 4% above the HSBC Bank base lending rate.

The signatories to our instructions will be responsible for payment of any commission due to us in accordance with our terms of business.

7. **BASIS OF INSTRUCTION**

A company or individual wishing to sell or let property can instruct us on various bases as set out below which comply with the statutory terms set out in the Estate Agents Act 1979 (1991 Regulations).

(a) **As agent with Sole Selling/Letting 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:-

if unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling/letting rights, even if the purchaser/tenant was not found by us but by another agent or by any other person, including yourself;

if unconditional contracts for the sale/letting of the property are exchanged after the expiry of the period during which we have sole selling/letting rights but to a purchaser/tenant who was introduced to you during that period or with whom we had negotiations about the property during that period.

(b) **As Sole Agent**

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/letting of the property are exchanged:-

with a purchaser/tenant introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period; or with a purchaser/tenant introduced by another agent during that period.

(c) **As Joint Sole Agents**

Where we act as joint agents our terms are as above but the commission rate will be one and a half times the sole agency rate divided between the two agents. Joint agency cannot be withdrawn without agreement of both agents. Where a joint agency has been agreed the vendor cannot appoint any further agent. In the event of a breach of this requirement, the commission will still be liable to be paid in full to the joint agents together with their expenses and disbursements.

d) **As Multiple Agents**

Where we act as a multiple agent we will act in common but not in conjunction with other Estate Agents, intermediaries or individuals. If a sale or letting results following an introduction by Wood Moore & Co Ltd in accordance with our terms of business, commission will be payable in full regardless of any claim made by any other parties.

(e) **As Sole Agent/Joint Sole Agent or as agent with Sole Selling/Letting Rights with an additional provision for payment of remuneration in the event of us introducing a "Ready Willing and able Purchaser/Tenant"**

A purchaser/tenant is a "ready, willing and able" purchaser/tenant if he is prepared and is able to exchange unconditional contracts for the purchase/leasing 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/tenant is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw the unconditional contracts for sale/letting are not exchanged, irrespective of your reasons.

8. **WITHDRAWAL/ADMINISTRATION CHARGE**

If the Client serves 28 days written notice and withdraws the property from the market with Wood Moore & Co for any reason (including without limitation any alleged fault of the Agent), the Client will incur a charge of **£250 + VAT** to cover general administrative costs. This administration charge is payable whether or not withdrawal of the instruction is within the original term of the agency agreement or not.

9. **ENERGY PERFORMANCE CERTIFICATE (EPC)**

It is a legal requirement that an EPC be provided where a property is being offered for sale or to let. If you require any assistance in sourcing a suitably qualified EPC surveyor, then we will be happy to assist.

10. **These Terms of Engagement comply with the requirements of the Estate Agents Act 1979 and the Estate Agents (Provision of Information) Regulation 1991. Before your property can be marketed, it is necessary for you to confirm to us in writing that you accept these terms and wish us to act on your behalf by completing the attached Declaration:-**

**Declaration and Authority to Act as my Agent in connection
with the disposal of the above Property Premises**

I confirm that I have been supplied with, and read a copy of your "Standard Agency Terms of Engagement" and hereby confirm that we appoint Wood Moore & Co Ltd as sole agents.

Signed:	
Print Name:	LUCIE BRYANT.
Date:	11-06-25
Agent:	

This agreement may be terminated by either party on 28 days notice.

I agree that the initial asking rent is to be: **£22,500 (Twenty Two Thousand and Five Hundred Pounds) per annum (GBP)**

Date of Instruction: