

TERMS OF BUSINESS

1. SOLE AGENCY

When White Walls Agency (the Company) acts for you as Sole Agents, you will be liable to pay the Company commission, in addition to any other costs or charges agreed if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by the Company, directly or indirectly or as a result of any publicity generated by the Company during the period of Sole Agency, or with whom the Company had negotiations about the property during that period, or with a purchaser introduced or re-introduced or offering via any other agent during that period.

Sole Agency instructions can be terminated at any time by either party by giving four weeks notice in writing. If during this notice period another agent is instructed, the Company's fees will automatically convert to the multiple agency commission rate as stated here-in.

2. MULTIPLE AGENCY

For the purpose of this agreement a multiple agency is one where another agent has been brought to the attention of the Company as having received instruction to sell the property. Where the Company is instructed along with other agents or parties you will be liable to pay the Company commission, in addition to any other costs or charges agreed if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by the Company, or with a purchaser to whose attention the Company brought the availability of the property. A Multiple Agency instruction can be terminated at any time by either party by giving four weeks notice in writing.

3. DISCLOSURE

In the event that an offer is agreed privately, or agreed through another agent it is a specific requirement of our agreement with you that you advise the Company of the name of the purchasers in order that the Company may be certain prior to exchange of contracts that the purchasers have not been introduced to you through this firm. The intention behind this requirement is to attempt to avoid the need for future costly litigation and bad will, not least of all because vendors have been required by the courts to pay two full sets of fees.

4. PRICE

The asking price does not represent a formal valuation and advice has been given on the basis that there are no onerous covenants or conditions associated with the property. The asking price may change during the term of the agency but this will not affect this agreement.

5. SUB AGENCY

The Company reserve the right to instruct sub agents on your behalf without further reference to you at any time during our agency if the Company consider this to be in your best interest. This will not involve any extra costs and all viewings and negotiations will be co-ordinated by the Company. You must ensure however that all appointments to view the property are made through the Company even if only the sub agent is to attend at that appointment.

6. PAYMENT OF FEES

The Company's fees are calculated as a percentage of the sale price plus VAT. The sale price is deemed to include any extra prices for fixtures, fittings, goods, chattels, carpets, curtains and other such related items. The agreed commission fee will become due on exchange of unconditional contracts and payable on the date of completion out of completion monies, via your solicitor.

On signing the Company's Agreement you are hereby authorising your lawyers to pay the Company's fees including VAT out of the proceeds of sale. Responsibility for request of fees remains with the seller or the parties named. In the event of the fee not being paid in full within 10 days of the due date or the date of completion or from when the Company's fee is first demanded, the Company reserve the right to charge interest on any outstanding amount. The interest charge will be at 3% above Barclays Bank plc. base rate as at the date of the demand. Interest will be charged from the date at which the fees are first demanded.

7. CONNECTED PERSONS

The Estate Agents Act 1979 requires that anyone engaged in Estate Agency work, or their relatives or associates, must disclose their interest in any property dealings. If you are aware or become aware of any such interest you should inform the Company immediately.

8. DATA PROTECTION

The Company will invariably hold additional data on computer and may pass this to other companies connected with them who may use it to advise you of other services. If you do not require this please advise us at: White Walls Agency Ltd, 15 Hollybush Row, Oxford OX1 1JH

9. SERVICES TO PURCHASERS

The Company is obliged by law to inform you of services that may be offered to prospective purchasers which include; mortgage advice, estate agency, general insurance, conveyancing, surveying and valuation services. If the property is being purchased as an investment the Company may also be offering advice on letting and property management.

10. IMPORTANT NOTICE

Unless written notice to the contrary is received by the branch dealing with your property within 5 working days of postage or delivery of this document, and where the Company 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.

11. 0% Commission

No Commission or other costs will be charged to a seller whose property is strictly within OX4 as defined by the Company's OX4 zone map. This offer is also subject to the property being taken on as sole agency and subsequently placed under offer from the 27th February 2012 to 5PM on 2nd May 2012. Placed under offer is strictly defined as bona fide lawyers being instructed to sell the sellers property from 27th February 2012 to 5PM on 2nd May 2012. There is no time limit on when the subsequent exchange or completion of the property takes place. The Company reserves the right to decline an instruction.