



Greenstone Estates Limited:
83 Boundary Road,
St Johns Wood,
London NW8 0RG

Lettings: 020 7625 1000
Sales: 020 7625 7000

FEES AND TERMS OF BUSINESS

Pursuant to The Estate Agent Act 1979 and Estate Agents Regulations of 1991, we are required to confirm our terms of business in writing.

Greenstone Estates Ltd ("Greenstone") terms of business are set out below and in the letter accompanying these terms. The fees and terms of business of Greenstone may be varied by the accompanying letter.

Within seven days of the date of the accompanying letter, the Client must sign and return a copy of the accompanying letter and a copy of these Fees and Terms of Business Notice signifying his/her agreement. Greenstone will not proceed to market the property nor incur any expenses unless the Client signs and returns both the letter and terms of business. In the event that Greenstone (with the Client's knowledge and approval) proceed during the said seven days to market the property and incur expenses, the Client will be bound by the terms hereof regardless of whether Greenstone received the Client's written acceptance of such terms either within the said seven days or at all.

Any suggestions, advice or recommendations provided by Greenstone, its employees or representatives in respect of marketing, asking price, acceptability of offers or any property matter of any kind is provided in good faith and believed to be accurate. No liability will be accepted by Greenstone for any reliance that you may choose to place on such information, nor for any errors or omissions.

COOLING OFF PERIOD

If this contract is signed by the Client at his/her home, place of work, away from Greenstone's premises or online, the Client will have a right to cancel the contract within 14 calendar days of signing. Where the client wishes the contract to begin before the end of the 14 day cancellation period, the Client must provide written confirmation of his/her wishes.



www.greenstone.com



www.facebook.com/greenstoneproperty



www.twitter.com/lewisgreenstone



www.youtube.com/user/greenstone





CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS

The Regulations prohibit the making of any false or misleading statement about your property. We will endeavour to describe accurately the property based upon information supplied by you and from our own enquiries. You must advise us immediately if you become aware of any inaccuracy in our particulars or advertising, so that we may correct them without delay.

RESPONSIBILITY FOR PAYMENT OF FEES AND EXPENSES

The client is responsible for payment of our fees and expenses unless Greenstone are informed at the time of being instructing to market/let/manage the property that a third party is responsible. If this is the case, the name and address of the third party must be provided to Greenstone and the third party must provide written confirmation of their agreement to pay all such fees and expenses to Greenstone within seven days of the date of the accompanying letter.

FEES

Greenstone's fees will be calculated as set out in the accompanying letter as a percentage of the eventual sale price. Except as otherwise provided for herein, Greenstone's sale fee is payable for the introduction of a purchaser, however introduced, who proceeds to an exchange of contracts. The sale price includes any extra sum paid for carpets, curtains, fixtures, fittings or other chattels.

In accordance with the code of practice of The National Association of Estate Agents, Greenstone's fees will be payable if an applicant introduced by Greenstone during the time of their agency exchanges contracts to buy the property within six months after the date Greenstone's agency ended.

Should the client decide not to proceed with a sale once terms for a sale have been agreed and solicitors instructed for the buyer, Greenstone will charge half their sale fee in addition to the full costs of agreed charges incurred.



GREENSTONE'S RIGHT TO WITHDRAW/TERMINATE THE AGENCY

Greenstone reserves the right to withdraw/terminate its appointment as the Client's agent upon giving 7 days written notice and no fee will become payable except if the property is subsequently sold to a purchaser who had been introduced by Greenstone or a sub-agent appointed by Greenstone whilst Greenstone was acting as agent for the property. Any outstanding expenses will become payable immediately.

METHOD OF PAYMENT

Greenstone's fees and any outstanding expenses will be paid at completion out of the proceeds of sale (except in the case of a failed completion, see below). The Client must give his/her Solicitors instructions to this effect but whether or not he/she does so his/her counter-signature of the accompanying letter shall when passed on to such Solicitors constitute instructions within the meaning of this paragraph. In the event of the Client changing his/her Solicitors, Greenstone must immediately be informed of the name and address of the new Solicitors.

FAILED COMPLETION

If a purchaser exchanges contracts but fails to complete the purchase, Greenstone will be entitled to half their fee plus vat, payable from the proceeds of the buyers deposit.

VAT

All Greenstone's fees are subject to value added tax whether it is stated in the accompanying letter or not and regardless of the Client's domicile.

PAYMENT OF ACCOUNTS

Greenstone's invoice for fees and expenses becomes payable from the date stated on the invoice. Interest will be charged at 5% above Barclay's Bank base rate from the date of invoice on any account that remains unpaid 28 days after that date. If Greenstone instruct Solicitors or any other party to recover fees and/or expenses the Client will, in addition, be required to pay any costs incurred.



TYPES OF AGENCY INSTRUCTION

1. MULTIPLE AGENTS

On the basis that Greenstone act on a multiple agency basis, Greenstone's fees will be 3.6% (3% plus vat) of the purchase price (to include any amount apportioned for fixtures and fittings). This is on the basis that Greenstone are responsible for introducing a purchaser to the property either directly or through one of its sub-agents, during the period that Greenstone are acting as one of the Clients' directly appointed agents.

If one of the other agents that the Client has appointed introduces a purchaser, Greenstone will not charge any sales commission unless that purchaser was, in the first instance, introduced by Greenstone or one of its sub-agents albeit that contracts are subsequently exchanged for the sale and purchase of the Client's property though the offices of another agent appointed by the Client. In addition the Client will be responsible for any costs, disbursements or charges agreed either at the time of Greenstone's appointment or subsequent thereto.

OR

2. SOLE AGENT

As the Client's sole agent, Greenstone's fees will be 2.4% (2% plus vat) of the purchaser price (to include any amount apportioned for fixtures and fittings).

Sole Agency means that Greenstone will be the only agent appointed during the term. The Client will be liable to pay Greenstone's fees in addition to any other agreed costs or charges if unconditional contracts for the sale of the property are exchanged with a purchaser whether introduced by Greenstone or not during the period of Greenstone's sole agency. In the event that the Client decides to withdraw the property during the term of the sole agency Greenstone will be entitled to a full refund of costs incurred.



OR

3. JOINT SOLE AGENT

As the Client's Joint Sole Agent, Greenstone's joint fees will be 3% (2.5% plus vat) of the purchase price (to include any amount apportioned for fixtures and fittings). This means that the Client will be liable to pay Greenstone's fees and their joint agent, in addition to any other costs or-charges agreed, if unconditional contracts are exchanged on the sale of the property to a purchaser introduced by either of the joint agents during the period of Greenstone's joint sole agency or with whom either of the joint sole agents has negotiations about the property during that period or with a purchaser introduced by another agent during that period (either sub-instructed by Greenstone or directly instructed by the Client). In the event that the Client decides to withdraw the property during the term of Greenstone's agency a full refund of any costs incurred by Greenstone will be paid by the Client.

OR

4. SOLE SELLING RIGHTS

As the client's agent with sole selling rights, Greenstone's fees will be 2.4% (2% plus vat) of the purchase price (to include any amount apportioned for fixtures and fittings)

Sole Selling Rights means that the Client will be liable to pay Greenstone's fees in addition to any other costs of charges agreed if

- (a) unconditional contracts for the sale of the property are exchanged in the period during which Greenstone have Sole Selling Rights, even if the purchaser was not found by Greenstone but by another agent or by another person including the Client; or,
- (b) unconditional contracts for the sale of the property are exchanged after the expiration of the period during which Greenstone have sole selling rights but to a purchaser who was introduced to the Client during the period or with whom Greenstone had negotiations with about the property during that period. In the event that client decides to withdraw the property during the term of Greenstone's Sole Selling rights a full refund of any costs incurred by Greenstone will be paid by the client.

5. COMPLAINTS PROCEDURE

Please refer to our enclosed internal complaints procedure which must be followed in

the unlikely event that you are dissatisfied with the service that you receive.

