

31 Commercial Street
Camborne, Cornwall, TR14 8JX
Tel: 01209 712121
Email: camborne@beagroup.co.uk

SOLE SELLING RIGHTS AGREEMENT WITH BRADLEYS

THE PROPERTY 2 Battery Hill, Portreath, Redruth, Cornwall, TR16 4NR
YOUR NAME Gold Properties
YOUR ADDRESS Penallen Hotel, 64 Riviere Towans, Phillack, Hayle, Cornwall, TR27 5AF
YOUR LAWYER Bradleys Conveyancing to quote

IMPORTANT NOTICE

You Should Read This Document Carefully To Make Sure That You Fully Understand Its Terms in Full Before You Sign It.

*You are instructing us to market the property on a SOLE SELLING RIGHTS basis. This means you will not be able to instruct any other Estate Agent to market the property until you or we have ended the SOLE SELLING RIGHTS agreement, in accordance with the terms of this agreement.

*The information provided in this document is believed to comply with the requirements of section 18 of THE ESTATE AGENTS ACT 1979 and with THE ESTATE AGENTS (PROVISION OF INFORMATION) REGULATIONS 1991.

*In the agreement, you should put down the names of all the people who own the property beside 'Your Name', above.

*All of the owners of the property should read and sign the Agreement.

*If all of the owners of the property do not read and sign the Agreement, then the person who does sign it will be deemed to have signed it as an agent for all the owners. The owners will then be bound by the terms of the Agreement as if they had all signed it individually.

*Whenever the word "you" or "your" is used in this agreement, that relates to all of the owners of the property.

THE BASIS OF YOUR INSTRUCTIONS:

You have asked us to market the property from 19/02/2014 at an agreed asking price of £365,000 on a SOLE SELLING RIGHTS basis.

You agree that this is not a formal valuation and that it takes into account the price you hope to achieve.

We have explained to you about the different ways in which you can instruct us to market the property and you have agreed to instruct us on a SOLE SELLING RIGHTS BASIS.

If your property remains unsold and you are actively seeking a buyer through Bradleys you are not liable to a fee.

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WHAT "SOLE SELLING RIGHTS" MEANS:

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 rights, even if the purchaser was not introduced by us but by another agent or by any other person, including yourself.

If unconditional contracts for the sale of the property are exchanged via another agent within 6 months or privately within 2 years 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 have negotiations about the property during that period.

For the purposes of this Clause 5 and for any other Clause of the Agreement, 'vendor' or 'vendors' 'purchaser' or 'purchasers' shall include (without limitation) any entity used by the vendor or purchaser in order to sell or purchase the property whether in the form of a trust, company or any other form of business association, whether or not such entity was in existence during the period of the SOLE SELLING RIGHTS AGENCY.

That remuneration will take the form of a SOLE SELLING RIGHTS FEE. You agree that the SOLE SELLING RIGHTS FEE will be 1.75% of the agreed sale price of the property plus VAT at 20%, subject to a minimum fee of £3,000 which inclusive of VAT at 20% is £3,600*. If the asking price is achieved the fee will be £8,825 (plus VAT at 20%) which is £8,190. This is discounted from our standard MULTIPLE AGENCY fee which is 3.5% which is £13,650 (plus VAT at 20%) which is £16,380 subject to a minimum fee of £3,500 which inclusive of VAT at 20% is £4,200*.

LENGTH OF THE SOLE SELLING RIGHTS PERIOD:

The initial period of the SOLE SELLING RIGHTS will be 12 WEEKS from the date of this Agreement.

You agree that, during that initial period, you will have no right to end this SOLE SELLING RIGHTS AGREEMENT.

If you want to end the SOLE SELLING RIGHTS at the end of that initial period, you must give us at least 14 days notice in writing ending at the earliest on the last day of the initial period, which is 12/12/2014 and at that time pay to Bradleys an administration charge of £0, which inclusive of VAT at 20% is £0*.

This has been explained to me: Vendor's Signature

0. If you do not give us notice at the end of the initial period, then the SOLE SELLING RIGHTS will continue after the end of the initial period indefinitely until it is ended by you giving us notice under the next Clause, or by us giving you notice under Clause 23 below.

1. After that initial period, you can end the SOLE SELLING RIGHTS at any time by giving us the required notice in writing, subject to the administration charge in clause 9. However, if we have not yet sold the property, we will contact you at that time to talk about renewing our Agreement and discussing a new marketing campaign.

2. In the written notice described in Clauses 9 and 11, you should tell us that:

- a) you want to end the SOLE SELLING RIGHTS AGENCY at the end of the stated notice period, and
- b) either: i) that you now want other Estate Agents to market the property as well as us; or ii) that you no longer want us to market the property at all.

3. If in that notice you tell us that you want other agents to market the property as well as us, then as from the last day of the stated notice period, Bradleys will act for you on a MULTIPLE AGENCY basis, and we will ask you to sign a MULTIPLE AGENCY AGREEMENT at that stage.

4. When you give us that written notice, you agree that you will also give us the name/names of the other Estate Agents that you are going to instruct to market the property at the end of our SOLE SELLING RIGHTS AGENCY.

5. You agree that should the property be sold to a purchaser who was introduced by us during the SOLE SELLING RIGHTS AGENCY period, YOU WILL STILL HAVE TO PAY US THE MULTIPLE AGENCY FEE if that sale is completed during a MULTIPLE AGENCY, or a SOLE SELLING RIGHTS AGENCY fee if the sale is completed after the property has been withdrawn from our register.

OUR DUTY TO PROVIDE DETAILS OF PROSPECTIVE PURCHASERS:

6. Under the terms of this Agreement it is important that you provide us with a list of prospective purchasers that either you or a previous agent has introduced to the property. If a subsequent buyer does not appear on that list it will be assumed that they have been introduced by Bradleys.

LETTING US KNOW WHO YOUR LAWYERS ARE:

7. When you sign this Agreement, it would be helpful to have the name and address of the lawyer who is going to act for you in the sale of the property.

8. If you do not know who your lawyer will be, you should inform us at a later stage as soon as you instruct them.

9. You agree that you will instruct your lawyer to pay our fee, under this Agreement, from the net sale proceeds of the property. We will send our invoice to your lawyer before the sale is due to be completed.

WHAT WE WILL DO:

To market a property, we normally:
prepare illustrated sales particulars, which we will then ask you to approve and sign in draft form;
send copies of the approved particulars to a list of potential purchasers;
put up a "For Sale" board at the property, unless local regulations prevent this; and
advertise the property for sale on The Internet and in other media deemed appropriate.

We will not charge you any additional fees except those described in this Agreement. That means that we will also not normally charge you separately for advertising and other expenses. If however we feel that extra advertising, whether local, regional or national, is necessary for the sale of a property, then we will discuss our proposals for that extra advertising with you.

If you agree to the extra advertising, then you will have to pay for it in advance:
whether or not you have to pay any other fee to us under this Agreement;
whether or not that extra advertising results in the sale of the property.

OUR RIGHT TO END THE AGREEMENT:

3. We can end this Agreement by giving 14 days notice in writing to you at any time in the following circumstances:
) If we believe that the price at which you require us to market the property is unrealistic; or
) If you require us to take any step which may put us in breach of our legal or professional obligations.

SERVICES OFFERED TO PROSPECTIVE PURCHASERS:

4. We normally offer:
) Financial Services advice (mortgage and life assurance advice) to all prospective purchasers; and
) our full range of property related services to all prospective purchasers who have properties to sell.

YOUR CONFIRMATION

By signing this document you confirm (on behalf of yourself and all of the other owners of the property) that you:

- *have read this document in detail in advance of signing it
- *understand your obligations under its terms
- *understand also that you will be bound by its terms after you have signed it.
- *understand that you will be liable for the administration fee even if the contract is cancelled within 14 days of signing this agreement.

SIGNED:

DATED:

SIGNED:

(Any other co-owner of the Property)

VALUER (Print name)

SIGNED:

(On Behalf of Bradleys Estate Agents Ltd)

DATED:

DATA PROTECTION STATEMENT

We may wish to contact you from time to time to notify you of products or services offered by us and other third parties which we believe may be of interest to you.

If you do not want us to contact you in respect of the above please tick here

☐

We may wish to pass on your details to third parties (including but not limited to other companies within the Bradleys Group and certain Independent Financial Advisers) who may contact you to notify you of products or services which they believe may be of interest to you.

If you do not want us to pass on your details on to third parties please tick here

☐

Bradleys Estate Agents

INSTRUCTION TAKERS VALIDATION CERTIFICATE

Re: Property Sales Particulars for:

2 Botley Hill, Portlath

I confirm that I have prepared the above details accurately and in good faith.

I have verified all the necessary information in accordance with the training and instructions given to me by Bradleys Estate Agents relating to the Consumer Protection from Unfair Trading Regulations 2008 and Business Protection from Misleading Marketing Regulations 2008

At this time I am awaiting the following information to be verified by the vendor and have excluded this information from the sales particulars.

a)

Date Verified.....Initials.....

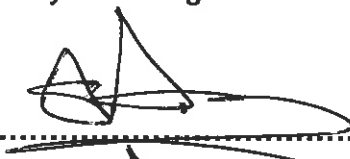
b)

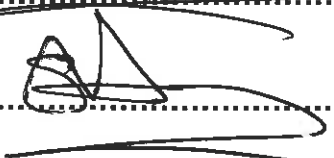
Date Verified.....Initials.....

c)

Date Verified.....Initials.....

I am fully aware of my personal responsibilities under the CPR & BPR understand that I may be prosecuted by Trading Standards. I confirm that all the information contained within the details is correct to my knowledge.

Signed:  Position: Manager

Signed:  Office Manager

Office : CAMBORNE

Assessed By: S. HOODSON

Property : 2 Bottery Hill

Date : 15/10/14

PMA Compliance and Procedures Checklist

Page & Field	Complete correctly	Completed Incorrectly	Not completed	Comments
MAIN				
Area Allocated	✓			
Correct Marketing Office Selected	✓			
Check that EPC has been added	✓			
Correct Use of General Notes (private notes) Must include Vendors Situation	✓			
Correct Use of Contact Notes (Weekly Vendor Contact - check dates)				
VENDOR				
Check Data protection ticks against Agency Agreement	✓			
FINANCIAL AND FEE INFORMATION				
Check Map Co-ordinates	✓			
Check All Compliance sections are ticked (and compare to file)	✓			
Agency Agreement Signed (check number of weeks, withdrawal fee and cancellation waiver)	✓			
Money Laundering Form (Check it has been added to receipt, NI Numbers)	✓			
Details Approved by Vendor	✓			
Details Approved by Negotiator	✓			
PMA Misedescriptions Questionnaire Received	✓			
SALES DETAILS				
Sales details available to print	✓			
Version Number	✓			
LETTERS				
All procedural letters sent (Check Journal)	✓			
Correspondence - Letters saved in the correct format e.g. 2012.02.12	✓			
All Compliance documentation scanned & saved into Correspondence	✓			

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Consumer Protection from Unfair Trading Regulations 2008 And Business Protection from Misleading Marketing Regulations 2008

Property Registration – Sellers Questionnaire Form

Name of Seller (s):
Gold Properties

Address of Property:
**2 Battery Hill
Portreath
Redruth
Cornwall
TR16 4NR**

Important Notice

Under the Consumer Protection from Unfair Trading Regulations 2008, we are obliged to ensure that any information used to assist in marketing your property does not misrepresent the position to any material extent. Accordingly, it is important that you provide us with accurate answers to all of the following questions which are applicable to your property since any prospective buyer may rely upon this information when negotiating for the purchase.

In particular we need to have information about any work carried out to the property since April 1991, or the date you purchased the property if that is more recent, together with copies of any guarantees, warranties or certificates relating to this work if they are to be mentioned in the sales particulars.

**We are obliged to advise all prospective buyers of anything that would affect their decision to purchase and to exercise our own due diligence, it is essential that you supply the required information to us,
You will be responsible for incorrect information.**

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Bradleys Estate Agents Limited. Registered Office: Stevenstone Road, Exmouth, Devon, EX8 2EP Reg. No. 3682747

Heating System

For guidance in answering these questions, please note that central heating means a single heating unit, usually a boiler, providing the heating for the entire building. Full central heating relates to the ability of the system to maintain a comfortable temperature levels in all rooms, simultaneously, while the outside air temperature is below freezing point: It does not relate to the number of radiators - please ask if you have any doubts about the capacity of your system. Night storage heaters, or individual gas or solid fuel room heaters, are not therefore central heating. If these heaters, or ceiling or under-floor heating, covers all parts of the house, then it is generally known as whole house heating.

What heating system, if any, do you have? CENTRAL

What fuels the heating system?

Gas ☐ Electricity ☐ Oil ☒ Solid Fuel ☐ LPG ☐

Other, if so what?

Does your property have a Photovoltaic system Yes ☐ No ☒

If Yes, is it owned or subject to a lease arrangement? Owned ☐ Lease ☐

Give details of any lease or Green Deal arrangement

.....

.....

How is the heating distributed?

Radiators in all rooms ☒ Radiators in some rooms ☐

Warm air ducts ☐ Individual room heaters ☐ Underfloor heating ☐

How is the system controlled?

Central thermostat and timer ☒ Individual thermostats on the radiators ☒

Manual Controls ☐

Is this system in good working order? ☒ If not please give full details

.....

Is the system regularly serviced? Yes ☒ No ☐

If so by whom?

MITCHELL + WEBBER

Can you provide copies of service agreements? Yes ☐ No ☐

When does the present warranty or agreement expire?

Is the loft insulated? If so, please give full details:

Is there cavity wall insulation? If so, please give full details of installation date and any guarantees:

Is the property double glazed? ☒ If so, please give full details: ALL WINDOWS

Fixtures & Fittings FULLY FURNISHED

Please list below, by room, any fixtures, fittings and equipment to be included in the sale with a clear indication if any of these items is in other than full working order.

Room	Items	Condition	Any specific defects

Are all these owned outright: Yes ☒ No ☐

If not, please give details:

Guarantees and Insurances

Do you have any guarantees, warranties or insurance related to the following:

NHBC or Foundation 15 - applicable to houses under 10 years or 15 years old:

.

Or

Architect or Engineers Certificate:

The heating system - if recently installed:

Electrical circuits - has it been rewired?

Or any other electrical equipment:

The roof:

Plumbing services:

Windows/Double glazing, If applicable - installation date & Fensa Certificate:

.

Damp-proofing or timber treatment:

Any extension work carried out:

Please give details of any work, or major improvements, carried out to the property since April 1991:

Please note that in the absence of written evidence of the terms of the guarantees, warranties or insurance we will be unable to mention them in marketing your property.

During your ownership, has any application for insurance on the property ever been refused or the premium increased due to a particular risk? Yes ☐ No ☒

During your ownership, have you made a claim on the buildings insurance?

Yes ☐ No ☒

If yes, please provide details

.

.

Services

Which of the following services are connected to your property?

Mains electric: ☒ Name of provider: Meter location:

Mains gas: Name of provider: Meter location:

Mains water: ☒

Is the water metered? Yes ☒ No ☐ Meter location:

Main drainage ☒ Cesspit ☐ Individual Septic tank ☐

Shared septic tank ☐

Contractors emptying the cesspit or septic tank:

Marketing the Property

Is the property already on the market? ☒ No

If so, who with and for how long?

We are required to disclose any personal interest - as defined by Section 21 of the Estate Agents Act 1979 - to any prospective buyer. Are you aware of any relationship you or your immediate family have with our agency or the parent group? If so, please give full details?

☒ No

The Immediate Locality

To your certain knowledge are there any current proposals or disputes with any individual or public body which directly affect this property? If so, please give full details:

Are there any rights of way enjoyed by or affecting this property.

Are there any shared or communal areas? ☒ No

Are there any current planning applications affecting this property? ☒ No

Have any planning applications been refused within the past 12 months? ☒ No

Do you have planning permission and building regulation approval for all elements of your property? ☒ No

Can you supply a copy?

If your property is situated in a private road please give details?

If the answer to any of these questions was yes, please give full details here:

.....
.....

The Tenure

Is the property freehold ☒ or Leasehold ☐

If Leasehold please answer these questions:

What is the length of the Lease? From what date?

Who owns the Freehold?

Who runs the Management?

What is the current Ground Rent? per

What are the annual Maintenance Charges? per

Are there any other charges?

Is insurance included in these charges?

What does the maintenance charge cover and are you aware of any impending increases?

Where may we obtain a copy of the lease?

Have you given your solicitor or conveyancer the necessary authority for him to answer any question or further enquiries we may need to raise?

Your solicitors name and address

The Property

Approximate age of construction? 1920's/30's

Type of construction? (if known) Brick

Council Tax Band PRESUMED BUSINESS RATES

Has the property had a mundic test? Yes ☐ No ☒

If yes please give details

Is a copy of the report available? Yes ☐ No ☐

Has the property had a radon test? Yes ☐ No ☐

If yes please give details

Is a copy of the report available? Yes ☐ No ☐

What is the size of your plot of land?

Have you supplied us with proof of the size of plot of land Yes ☐ No ☐
(we will be unable to quote any size of plot/land unless proof is supplied)

Has a survey been carried out on the property in the last 12 months? Yes ☐ No ☐

If yes, please give details of any defect mentioned

Have any of the following affected the property to your knowledge?
(including during previous ownerships)

Flooding?	Yes ☐	No ☒
Structural defects?	Yes ☐	No ☒
Drainage system repairs?	Yes ☐	No ☒
Subsidence?	Yes ☐	No ☒

If yes, please provide details of any works or repairs which have been carried out in relation to any of these matters and provide a copy of any guarantees obtained

Are you aware of any particular restrictive covenants related to the property? (e.g. relating to caravans on the plot, alternative use of the premises etc) If so please give full details?

Are there any wayleaves or easements relating to the property?

Does your property have private parking? Yes ☐ No ☒

If it has parking, is the space private to you only ☐ communal ☐

If communal, are there sufficient parking spaces for everyone in the building? Yes ☐ No ☐

Do you have an outside space/garden? Yes ☒ No ☐

If yes, is it private to you ☒ or communal ☐

Do you have a mortgage on this property? Yes ☐ No ☒

If yes, which lender provides the mortgage?

Approximate amount of mortgage outstanding

Is there anything else that would affect a buyer's judgement to purchase your property of which we should be aware? Yes ☐ No ☒

If yes, please give details

Sellers Confirmation Certificate

I/We confirm that to the best of my/our knowledge and belief these statements are fair and accurate and that the information may be used in connection with the proposed sale of my/our property and will be released to any prospective buyer.

I/We understand that to comply with Consumer Protection from Unfair Trading Regulations 2008 and Business Protection from Misleading Marketing Regulations 2008, you must make all property buyers aware of anything that would affect their judgement to purchase and confirm that I/We accept responsibility for the accuracy of the information supplied.

Signed

Print Names Date 5/9/14

P. Golding
B. Golding

Stephen Howson

From: Barbara Goldingay <penellen@btconnect.com>
Sent: 06 October 2014 16:55
To: Stephen Howson
Subject: RE: 1 Battery Hill
Attachments: image001.png

Hi there as discussed with Dominic this morning please go ahead and put both properties on the market.

Kind regards

Barbara

From: Stephen Howson [StephenHowson@beagroup.co.uk]
Sent: 17 September 2014 10:39
To: Barbara Goldingay
Subject: 1 Battery Hill

Good Morning

Please find attached the draft particulars for the above property.

Any amendments or additions you would like to add are fine as long as they satisfy the misleading regulations.

I was hoping to pop out to number 2 this Sunday if that is convenient?

I look forward to hearing from you

Kind regards

Stephen Howson

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Cornwall
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www.bradleys-estate-agents.co.uk<<http://www.bradleys-estate-agents.co.uk/>>

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www.allagents.co.uk/bradleys-estate-agents<<http://www.allagents.co.uk/bradleys-estate-agents>>

[cid:F64E1F37-4284-4389-8022-1339C626D759]

This e-mail and any attachments are confidential and may be legally privileged. If you are not the intended recipient, please notify the sender immediately by replying to this e-mail, and then delete it without making any copies or



IDENTIFICATION VERIFICATION CERTIFICATE

N.B. A separate certificate should be completed for each party to the agreement (e.g. joint owners)

Full Name of Owner	
Forename PAUL WILLIAM	Surname GOLDINGAY
Date of Birth 26/06/49	
Full postal address of property to be sold PENELLEN HOTEL	
Postcode	
Full home address of client (if different from above) 123 CANNOCK ROAD HEATH HAYELS	
Postcode WS12 3HQ	

NB. Please complete National Insurance No in every case plus one line in each of the two following verification sections, but see note (1) below.

Evidence of Name	Reference/Account No.	Issuing Authority (2)	Place of Birth	Date of Birth	Date of Expiry
Current Full Signed Passport	111729318	GBR	DIAM	26/06/49	23/4/20
Resident Permit issued to EU Nationals by Home Office		Country of Origin			//
Current UK/EU photo Driving Licence (1)				//	//
Current UK/EU Driving Licence (old style) (1)				//	//
State Pension or Benefits Book/Notification letter (1)		Issuing Authority			//

* National Insurance Number (Compulsory) **YL/61/55/85/D**

Evidence of Address	Reference/Account No.	Name of	Address current Y/N	Date of Issue
Most recent Mortgage Statement				//
Current Local Authority rent card or tenancy agreement				//
Bank/Building Society/Credit Union statement or passbook				//
Utility Bill (not mobile phone)				//
Current UK/EU Photo Driving Licence (1)				//
Current UK/EU Driving Licence (old style) (1)	081171920127	Paul William Goldingay	Y	27/4/08
State Pension or Benefits Book/Notification letter (1)				//

Notes: (1) These items may be used to give evidence of address or identity but not both (2) Enter the country of origin or three letter code of the issuing state or country (i.e. UK passport enter GBR)

GBR

I CERTIFY THAT

Section A: I have verified the identity of the client and have			
A) Seen the original documents:		TICK	☒
B) Checked any certified copies which were pre-signed:			
C) Confirmed that any associated photograph of the client bore a good likeness to the client:			
Have included the relevant reference information on this certificate			
Section B: I have not verified the identity of the client for the following reasons :-			
A) Corporate client previously identified and information on file.		TICK	☐
B) Other (please state) _____			
Signature 	Date 17/3/14	Print Name J. Wood	Position & Branch Sen Neg Hayels
NB This certificate must be completed and signed by the person who has seen the original documentary evidence			