



6c Brand Street, Hitchin, Hertfordshire, SG5 1HX T: 0845 6780908 E: enquiries@hatched.co.uk F: 01462 451269

Sellers Terms & Conditions

It is a requirement of the Estate Agents Act 1979 that you understand and accept our Terms and Conditions prior to instructing hatched.co.uk on the sale of your property. Please read the terms and confirm your acceptance of these Terms and Conditions by filling in the details below and signing and dating the last page.

Sellers Name(s):

Address of Property to be marketed:

Postcode.....

Asking Price:

£.....

Tenure: (Please delete as appropriate)

Freehold

Leasehold

(If Leasehold please provide details of length of lease, ground rent, maintenance charge, any additional information).

Correspondence address:

(If different from above)

Postcode.....

Any additional information:

1. Definition

In these Terms and Conditions the following words and phrases shall mean:

Commission

The commission or remuneration payable by the seller for the introduction of a buyer provided by hatched.co.uk in accordance with Clause 3.

Seller or You

The seller of a property as set out above.

Buyer

The purchaser of a property.

The Property

The freehold or leasehold property whose address is set out above.

Sole Agency

Where only one estate agent is instructed to market the property.

Exchange of contracts

The date at which there is an exchange of binding contracts for the sale of the Property between the Seller and a Buyer.

Completion

The point at which all transactions concerning the sale of the property are concluded and legal transfer of ownership passes to the buyer.

Completion Date

The date of the completion of the sale of the Property between the Seller and the Buyer.

Sale Price

The final agreed selling price of the property.

Introduced

Should we directly or indirectly inform a prospective purchaser that The Property was on the market for sale, a consequence of which being they gain a personal interest in it. The term 'indirectly informed' specifically includes the internet and For Sale notices. Any sale to a buyer introduced via these forms of advertising is a sale originating from us and we are therefore entitled to Commission for the Introduction.

"hatched.co.uk" or "hatched.co.uk Ltd" or "we" means Hatched.co.uk Ltd, a registered company trading at Suite 1, 6C Brand Street, Hitchin, Hertfordshire, SG5 1HX. VAT No. 877912473. Company registration number 6226662.

2. Selling Procedures

2.1 We are pleased to provide valuation advice based on the relevant facts known to us including those provided by the seller. No liability is accepted for this advice either to the Seller or to any other party.

2.2 hatched.co.uk will carry out a variety of selling procedures aimed at securing interest in the property from potential buyers including advertisements on Rightmove.co.uk, Findaproperty.com, Fish4homes.co.uk, Propertyfinder.com and Primelocation.com together with other property portal sites affiliated to these. hatched.co.uk Ltd may, from time to time, change its marketing campaigns with these websites; however it is company policy to advertise all properties on the most widely used portal sites wherever possible.

2.3 hatched.co.uk shall notify the Seller of all offers to purchase The Property. Unless otherwise advised we will assume that you are the only party to whom offers need to be submitted. hatched.co.uk will conduct all offers on a subject to contract basis.

3.0 Terms and Fees

3.1 VAT at a rate of 20% is payable on all our Fees and Costs.

3.2 Hatched.co.uk Ltd has the following choice of fee structures and variable sole agency contract periods depending on the fee option chosen:

OPTION 1 – Upfront fee £0. Completion fee 0.50% + VAT. **A minimum completion fee of £799+VAT(£958.80) applies.**
(Minimum sole agency period of 2 calendar months from the day of instruction)

OPTION 2 – Upfront fee £99.00+VAT. (£118.80 Inc VAT) Completion fee 0.25% + VAT. **A minimum completion fee of £399+VAT(£478.80) applies.**
(Minimum sole agency period of 1 calendar month from the day of instruction)

OPTION 3 – Upfront fee £199.00+VAT. (£238.80 Inc VAT) Completion fee £199.00 + VAT. (£238.80 Inc VAT)
(No minimum sole agency contract period)

Where a percentage is stated this is calculated as a percentage of the final selling price. The up front fees for both options 2 and 3 are non-refundable in the event of a property remaining unsold, being withdrawn from the market or being sold by another agent, yourself or by any other means.

If, for any reason, you decide to terminate this contract, any up front fees paid by you to us, are non refundable. If you're currently marketing with an existing estate agent the terms & conditions of their contract must be adhered to.

3.3 Hatched.co.uk Ltd will continue to market the property until such time that notice is given to cease marketing by the vendor, or that the property is sold. In either event, any up front fee paid by you is non refundable. Hatched.co.uk reserves the right to cancel this agreement after a minimum of one calendar year of marketing at their sole discretion, with no refund being offered for any up front fees paid.

3.4 In the event of a buyer being introduced to the property by hatched.co.uk and subsequently entering into a binding contract to purchase The Property, hatched.co.uk will be liable to a final commission as agreed in 3.2.

3.5 The Commission is to be paid within 10 days of the completion date. In the event that the Commission is not paid within 10 days of the Completion Date Commission at a rate of three x the agreed completion fee will be payable to hatched.co.uk. Should all or any part of hatched.co.uk'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 settled in full at 2% per annum above the National Westminster Bank Plc base rate and be charged to the Seller and be due and payable to hatched.co.uk.

3.6 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 hatched.co.uk's account shall be made on the Seller's behalf by the Seller's Solicitors/Conveyancer and hatched.co.uk shall be entitled to seek such settlement from them.

3.7 In default of the payment of the Commission by the Solicitor/Conveyancer to hatched.co.uk under clause 3.5, the Seller agrees to pay the Commission to hatched.co.uk direct upon the Completion Date.

3.8 If we find it necessary to use solicitors or other parties to recover Fees and or/costs you will be required to pay any reasonable expenses incurred by us in pursuing the debt.

4.0 Termination of contract

4.1 Should you wish to withdraw your property from marketing with us, we require notice of 1 week. You will not be entitled to either full or part refund of any up front fees paid by you to us.

4.2 Should you withdraw your property with Hatched.co.uk Ltd then decide to re-commence marketing at a later date the following up front fees are applicable.

OPTION 1 –	Within 30 days	-	free	
	31-60 days	-	free	
	61 days +	-	free	
OPTION 2 –	Within 30 days	-	free	
	31-60 days	-	£49.50 + VAT	(£59.40 Inc VAT)
	61 days +	-	£99.00 + VAT	(£118.80 Inc VAT)
OPTION 3 –	Within 30 days	-	free	
	31-60 days	-	£99.50 + VAT	(£119.40 Inc VAT)
	61 days +	-	£199.00 + VAT	(£238.80 Inc VAT)

Normal completion fees apply.

4.3 Hatched.co.uk Ltd reserves the right to remove a property from the market after a minimum of one calendar year of marketing with no refund of any up front fees being payable, at our sole discretion.

5.0 Property Information

5.1 The Seller will endeavour to help verify any of the information requested by us and provide honest and accurate information relating to the property and the sale of the property.

5.2 The Seller shall inform hatched.co.uk immediately of any material changes in information which may affect the way hatched.co.uk markets the property. In order to comply with the Property mis-descriptions Act of 1991 Hatched.co.uk reserves the right not to publish any information provided by the seller.

6.0 Agency Services

6.1 In order to facilitate the sale, hatched.co.uk will offer prospective purchasers our full range of estate agency services which may include the valuation or sale of their present property, property management and mortgage and conveyance services of companies not directly attached to hatched.co.uk.



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- 6.2** Hatched.co.uk Ltd guarantees that your house is advertised on the website that is www.hatched.co.uk. Third party website portals are subject to change, as they may not be controlled by Hatched.co.uk Ltd and we do not guarantee a continued presence on these websites. However, it is the policy of Hatched.co.uk Ltd to advertise on the most widely used property portals wherever possible.
- 6.3** An Energy Performance Certificate (EPC) is required for all homes whenever built, rented or sold. Hatched.co.uk are unable to market your home until we have proof an "EPC" has been ordered. We offer "EPC's" details of which can be found separately on our website.

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.

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

Please confirm you chosen fee option by ticking in the relevant box below:

- | | |
|---|---|
| OPTION 1 – Upfront fee £0 | Completion fee 0.5% + VAT <input type="checkbox"/>
Minimum completion fee of £799+VAT (£958.80) |
| OPTION 2 – Upfront fee £99.00 + VAT (£118.80) | Completion fee 0.25% + VAT <input type="checkbox"/>
Minimum completion fee of £399+VAT (£478.80) |
| OPTION 3 – Upfront fee £199.00 + VAT (£238.80) | Completion fee £199.00 + VAT (£238.80) <input type="checkbox"/> |

Sellers Signature:

Print name:

Date: (dd/mm/yyyy)

Signed by:
For and on behalf of **hatched.co.uk**

..... Date: (dd/mm/yyyy)