

PROPERTY ADDRESS:	7 Knocknashane Park, Lurgan, BT66 7XY
VENDOR(S):	Mr John McParland
VENDOR'S ADDRESS:	
INITIAL ASKING PRICE:	TBC
VENDORS REQUESTED PRICE:	
DATE LISTED FOR SALE:	TBC

Under the terms of the Estate Agents Act 1979 and orders made under it we are obliged to confirm our terms of engagement in writing as follows:

1. BASIS OF INSTRUCTION

These Terms of Engagement are to advise you that as your estate agent at the time of accepting instruction as to the terms upon which this firm will act for you. The following terms are intended to cover a wide range of circumstances not all of which will apply to your particular transaction. These terms are intended to assist in simplifying the transaction process both for you and for this firm by making clear to both of us what is expected in certain circumstances and in other cases they vary the professional practice rules where experiences show these to be administratively cumbersome or uneconomic to operate.

General Arrangements

As your estate agent it is our duty to use our professional skills and expertise to advance your sale. We will use our professional judgements to take steps to protect your interests.

We will have to write and make telephone calls to advance your transaction. We cannot contact you for instructions every time we receive communication, or we may need to make an enquiry as it will unnecessarily increase the costs of your transaction.

We will seek your instructions and give you an update on the issues in relation to your sale. It is your responsibility to provide us with precise and accurate instructions in respect of your transaction and to carry out any tasks that we agree you should do.

We may rely on any instructions or requests made or notice is given or information supplied whether orally or in writing by any person whom you know to be or reasonably believe to be authorised by you to communicate with us for such a purpose. We may communicate with you by electronic mail on the basis that you accept the inherent risks including the security risks of interception or unauthorised access to such communications, the risk of corruption of other communications and the risk of viruses or other harmful devices that you shall perform virus checks and we shall have no liability for any costs, claims, loss or damages whatsoever which may arise as a result of these risks.

Email Communications

Email allows us to communicate more quickly and effectively with you as a client and with other professionals of your behalf. If you are unhappy about email being used, please inform us. When email is used, we will not be obliged to provide receipt of same any more than were documents are sent to you by post. If you have not received an email we say we have sent you please check the junk or spam folders in your account to make sure your email software has not diverted our email. We do not accept liability for any loss directly or indirectly caused by or attributed to or arising from the failure or inability of any of your equipment or computer-generated programme to recognise or correctly interrupt or process any date or data as the true or correct date or data.

Basis of Instruction – Sale Contracts

We are prepared to act on your behalf on the assumption that we have “sole selling rights” meaning that you are 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 found by us but by another agent or by any other person including yourself; or
- if unconditional contracts for the sale of the property are exchanged 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 had negotiations about the property during that period.
- You will be liable to pay remuneration to us, in addition to any other costs or charges agreed if a ‘Ready, Willing and Able’ Purchaser is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw and unconditional contracts for sale are not exchanged, irrespective of your reasons. A Purchaser is ready, willing and able if they are prepared and are able to exchange contracts for the purchase of your property.

Private Purchasers

Unless we have agreed with you in writing to the contrary you must pass on to us details of any approach or offer made to you directly so that we may negotiate with that party.

2. SALES COMMISSION

Our fee will be calculated as follows:

- 1 % of the eventual sale price or an agreed fee of _____. The fee will be subject to VAT at the prevailing rate (currently 20.0%) and payable upon exchange of contracts or upon completion.
- Our fee will be recovered out of sale proceeds from the purchaser's deposit or from your solicitor unless it is agreed by us that you will pay the fee to us directly.

3. OTHER CHARGES AND COSTS

Registration / Marketing Cost = £ 125 plus VAT which must be paid prior to marketing of the property. The fee will cover brochures, for sale board, website entry, and advertising, as per the following list.

Standard 'For Sale' board	£	(+VAT)	
Brochures	£	(+VAT)	
Websites – Hannath & Property Pal	£	(+VAT)	
Social Media	£	(+VAT)	

Optional Expenses

Please tick any of the following additional services required;

Accompanied Viewings	£	(+VAT)	
Professional Photography	£	(+VAT)	
Property Video / 360 Tour	£	(+VAT)	
Floor Plans	£	(+VAT)	
Other:	£	(+VAT)	

Please note that should any pointer boards be damaged, knocked down or removed they will be replaced at the vendors expense. Any subsequent additional outlay, for example additional press advertising, further signage or specialised photography will be agreed with you before it is incurred.

4. ENERGY PERFORMANCE CERTIFICATES

Please note that from 1st July 2008 all resale properties will require an Energy Performance Certificate (EPC) before the sale can complete. It will be the vendor's responsibility to provide these. EPC's must be carried out by qualified Domestic Energy Assessors. We will contact you about the provision of this service however, we expect the likely cost to be approximately £_____(+VAT).

Hannath Limited, 8 Bridge Street, Portadown, BT62 1JD



028 38 39 9911



info@hannath.com



www.hannath.com

Registered (NI) Number: NI655470

5. CANCELLATION

This agency agreement expires upon either party giving the other 14 days notice in writing, subject to the following;

1. No sales commission is payable except that arising under the terms set out in Clause 1 and 2 above.
2. All agreed expenses detailed in clause 3 above are payable within 14 days of the date of cancellation.

6. FINANCIAL SERVICES AND MORTGAGE ADVICE

We offer an In House Financial and Mortgage Advice Service through an associated company. You are entitled to a free consultation from one of the financial advisors. It is our company policy for one of the financial advisors to contact you to introduce this service. Please be assured that your details are confidential and will not be passed to any other organisation without your prior consent. If you do not want to be contacted by the financial advisor please tick this box. ☐

7. SURVEY ARRANGEMENTS

When your house is agreed for sale it will be necessary (in most circumstances) for a surveyor to carry out a valuation on behalf of the purchaser or the purchaser's lender. We will furnish the surveyor with your contact details so that they may arrange access for inspection.

8. MONEY LAUNDERING REGULATIONS 2017

Under the European Money Laundering Regulations 2017 all Estate Agents are required to verify the identity of their customer before we can continue to act on your behalf. In order that we meet the requirements of the Money Laundering Regulations and other associated acts we would ask you to provide us with documents that confirm who you are and your permanent address, i.e. passport or driving licence and two current utility bills (mobile phone bills are not accepted). These details will be required for all owners of the property and will need to be kept on a file for a minimum of five years. You will be asked to produce your original (photocopies are not acceptable) passport, driving licence or other official photographic identity documentation and either a recent utility bill or bank statement to confirm your permanent address as we require a copy of each for our file.

9. DATA & RECORDS

It may be necessary for us to retain personal data about you on our files and/or computer records. In accepting these Terms of Engagement you confirm that we may receive and hold confidential or sensitive data in relation to you and that where appropriate this may need to be disclosed to others. If you have a concern about disclosure of any particular commercial data please raise this with us at an early stage.

We will communicate with you by the most effective means but we cannot be responsible for the security of correspondence and documents sent by fax, email or other electronic means. If you have concerns about the confidentiality of any information sent by such electronic means please let us know and we can arrange for secure transmission.

10. RELATED INFORMATION

- A. Under the terms of The Estate Agents Act 1979 we are required to ascertain whether a client, his company or a member of his staff is related in any manner to Hannath Estate Agents. Please confirm whether such a relationship exists now or if it comes into existence at a future date. Yes / No (Please delete as appropriate).
- B. Under the Property Misdescriptions Act 1991 Hannath Estate Agents must ensure that all information regarding the property is accurate and not misleading. The vendor(s) must undertake to immediately inform Hannath Estate Agents should they become aware of any inaccuracies and/or misdescriptions either in the brochure or photographs or in any written or verbal communication.
- C. The payment terms are set out clearly above and we would insist that all accounts are paid within 7 days of being furnished. We reserve the right to charge interest on a daily basis at 3.0 % over the Ulster Bank base rate per annum on any amounts outstanding beyond the due dates. Furthermore, each letter sent to the client regarding the recovery of fees will be charged at £20 per letter.

- D. As part of the estate agency process Hannath Estate Agents may offer prospective purchasers the full range of estate agency services, including but not restricted to, the valuation of their property, a sales service, and advice / assistance with their financial arrangements.
- E. Hannath Estate Agents reserve the right to retain any discounts they may receive resulting from advertising editorial or features in the press or other media, and also any other discounts they may negotiate separately with other suppliers of goods or services. These discounts normally arise out of bulk purchase arrangements and prompt payment of bills.
- F. Hannath Estate Agents are not responsible for the maintenance or repair of any unoccupied property unless by specific written agreement.
- G. Hannath / Hannath Estate Agents is the trading name of Hannath Ltd. All cheques and payment should be made out to Hannath Ltd.
- H. In the unlikely event that you have any problems we operate a complaints handling procedure. At all times we will try to deliver a high quality client focused service and if at any time you are worried about how this service is being provided please contact the person primarily responsible for dealing with your transaction. If you do not get a satisfactory explanation then you may invoke our formal complaints procedure. A leaflet or written details explaining the complaints procedure is available on request but in the event that you do need to complain please write to Alastair Glass setting out your concerns and we will reply as soon as practicable. We anticipate that we will be able to resolve your concerns through our own internal complaints procedure, however if we do not our written details explain what else our can do.

- I. The Terms of Engagement cover the basis of all future contracts for the supply of services and unless we hear from you within 21 days in writing informing us that you do not accept the Terms of Engagement or that you have queries regarding the Terms of Engagement then they will be deemed to be accepted by you. These Terms of Engagement also supersede any previous Engagement Letters issued to you and remain effective until they are replaced. Any modifications or variation to the said terms must be in writing and by an authorised representative of this company and in the event of any inconsistency between the letter accompanying the Terms of Engagement and other elements of the contract the Terms of Engagement shall prevail.

11. LIMITATION OF LIABILITY

Hannath is a limited liability company and no work carried out by any estate agent for you or on your behalf shall incur any liability other than that of the limited liability company under this retainer. In no circumstances will we be personally liable to you for any loss arising out of or in connection with this engagement in contract, tort, by statute or otherwise unless the loss is caused directly as a result of our negligence or default. No personal liability will attach to any shareholder, director or staff employed by the company. At all times your contract is with the company and not with anyone else.

I/We agree to the above-mentioned terms and conditions and specifically authorise our solicitor to discharge direct from the net sales proceeds, upon completion of the sale of the subject property the agreed amount as stated within this agreement: -

Signed by the Vendor(s): _____

Date: _____

Hannath Estate Agents accept the above-mentioned terms and conditions.

Signed on behalf of Hannath: Jamie Crichton

Date: 12.03.2025

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