

By Design Terms of Business.

For the purposes of these terms and conditions, By Design refers to BDEA LTD, the company whose details are set out in this document.

By Design have authorised agents within their network to use the By Design brand under licence.

In respect of this agreement, your primary authorised agent is Angela Barbaro-Robins, angela.barbaro-robins@bydesignhomes.com T: 0115 8990744 M:07970 736949, 5 Derby Terrace, Derby Road, Nottingham NG7 1ND.

1.Where a sole selling rights agency is agreed

By Design is appointed as sole selling rights agents for the initial period of FOUR weeks from the date of this agreement.

During the period of this sole selling rights agency agreement your property remains with us for sale excluding all other estate agents.

You will be liable to pay remuneration to us, 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 us during the period of the Sole Selling Rights
- or
- With whom we had negotiations about the property during that period
- or
- With a purchaser introduced by another agent or any other source including yourself during that period

If during the period of our sole selling rights agency you instruct another agent (with or without our knowledge or agreement) the fee payable by you will be charged at the multiple agency rate in place of the sole selling rights agency rate specified.

After the initial period, the sole selling rights agency agreement will continue until either you or we bring it to an end giving FOUR weeks written notice. Notice can be given within the initial period to expire at the end of the initial period.

The seller confirms that, at the date of this agreement, there is no prospective purchaser, from any source, who has expressed an interest in the property. You must confirm in writing to us, before entering into this agreement, the name of any such prospective purchaser.

2. Where a multiple agency is agreed

By Design is appointed as one of a number of agents to market your property until such time as it is sold or until either you or we terminate the agreement by giving TWO weeks written notice.

You will be liable to pay the agreed fees to us, 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 us during the period of its multiple agency or with whom we had negotiations about the property during that period

Our multiple agency fee is specified in the confirmation of our terms and conditions.

3. Marketing fee

A marketing fee of £850.00 plus VAT (£1020 Including VAT) is payable on completion of the sale or on withdrawal from the market. This fee covers the administration and direct costs incurred in bringing the property to the market

This fee is non-refundable and is in addition to the commission fees detailed in this agreement that become payable on completion or withdrawing from contract.

4. Sub Instruction

By Design reserve the right to sub-instruct other agencies at any time during our agency if we consider that this would be in your best interests. This will not involve any extra costs and all viewings and negotiations will be coordinated by By Design.

We will agree any sub instruction arrangements in writing with you.

5. Timing and payment of fees

By Design's fees become due and payable within 28 days of contracts being unconditionally exchanged. However, and at our discretion, fees may be paid out of completion monies if this is within the 28 day period and so long as you provide instructions to your legal representative to pay these fees direct to By Design out

of the proceeds of sale as soon as practicable following completion, and provided there is a sufficient balance of the proceeds of sale to settle our fee in full.

6. Dual fee liability

There may be a dual fee payable if:

- You have previously instructed another agent to sell the same property on a sole agency, joint sole agency or a sole selling rights basis, or
- You instruct another agent during or after the period of the By Design sole selling rights agency agreement

The terms of any other agents' agreements should be considered accordingly.

Please note that By Design may be entitled to a commission fee if you terminate your instruction and a memorandum of sale is issued by another agent to a buyer that we have introduced within 6 months of the date our instruction ended and where a subsequent exchange of contracts takes place.

If no other estate agent is involved this time limit extends to 2 years.

7. Interest on late payment

If the account remains unpaid after the above date we reserve the right to charge daily interest on the outstanding balance at the rate of 4% above the prevailing Bank of England annual base lending rate from the date payment was due until payment has been made.

8. Marketing

You consent that details of the property will be marketed via ourselves and that details of the property may also appear on such property websites, social media platforms and press/industry publications as we see fit.

9. For Sale board

By Design will, unless otherwise instructed by you, erect a 'For Sale' board at the property as soon as permitted from the date of instruction.

10. Energy Performance Certificate

It is a legal requirement that all properties marketed should have a current Energy Performance Certificate (EPC). The EPC must be produced by an accredited assessor.

We are able to arrange this on your behalf or you may instruct your own assessor if preferred. The cost of the EPC, if arranged by By Design, is £120 including VAT, (£100 excluding VAT).

Please note some properties are exempt from this requirement, we will advise if your property is exempt.

11. Related services

A buyer may wish to instruct us about a related service. By Design does offer such services, including the following:

- The sale and letting of residential and commercial property
- Conveyancing
- The provision of mortgage and financial services

Where a buyer uses other services, By Design or its employees may receive a fee or commission.

12. Expenses

We may carry out additional advertising or marketing of the property as agreed and charges may be payable whether or not we sell the property. Any charges will be agreed with you in advance and confirmed separately in writing.

In accordance with normal commercial practice, any discounts received from suppliers are the property of By Design.

13. Connected persons

As required by section 21 of The Estate Agents Act 1979, unless specifically stated in our covering instruction letter, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and you. If you are or become aware of such an interest you should notify By Design in writing immediately.

14. General Data Protection Act and privacy policy

By Design will act as Data Controller relevant to the details that you provide during the property sale/purchase. If you are also looking to purchase a property and have provided us with the details of your

search criteria, we will keep you informed of the properties we are marketing for sale. We may also keep you informed from time to time of our products and services. If you would prefer not to receive such information from us, please write to our Compliance Officer at our By Design info@bydesignhomes.com email address.

Any authorised agent in our network engaged by By Design will act as a Data Processor on our behalf.

Some of our IT software and other services are provided by third parties who act as a Data Processors on our behalf.

By Design will not, under any circumstances pass your personal details to a third party for marketing purposes without your express consent to do so.

You may request, in writing, that we send you a copy of the details held by us about you.

Full details of our compliance with data protection are contained within our privacy policy which can be viewed at our website.

15. Complaints procedure and Property Redress

By Design are members of Property Redress and abide by their strict code of conduct which includes a complaints procedure.

Should you have any issues with By Design's service which you are unable to resolve with the sales consultant involved, you should write to our Compliance Officer at the By Design info@bydesignhomes.com email address. This complaint will be acknowledged within 5 working days of receipt, a copy of our complaint procedure provided, and an investigation undertaken.

A formal written outcome of the investigation will be sent to you in line with that procedure.

You agree that we may disclose information relating to the sale of your property to Property Redress, if you have registered a complaint and they ask for it. You also agree that we may disclose your contact details to Property Redress if they ask for it, to assist in their monitoring of our compliance.

17. Unoccupied Property

By Design is not responsible for the security, maintenance or repair of the property. It is the Seller's responsibility to ensure that mains services are turned off, water and heating systems professionally drained and insurers notified.

18. Liability

By Design does not exclude or limit in any way its liability for (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 and the Consumer Rights Act 2015.

Save as set out above, BDEA LIMITED accepts no liability or responsibility for the maintenance or repair of, or for any damage to, the property at any time.

19. Digital Markets, Competition & Consumers Act

The Digital Markets, Competition & Consumers Act 2024 require By Design to ensure that any representations or description made (whether verbal or written) in respect of properties for sale are factually correct. In addition, any information that would be material to a prospective purchaser's decision making, needs to be disclosed. Extreme care should therefore be taken to ensure that all information provided to By Design by you or your representative is correct.

20. Money Laundering Regulations

Money Laundering Regulations 2017 and subsequent amendments require By Design to verify the identity of all beneficial owners of the property being marketed and to undertake a risk assessment on the proposed transaction.

Our AML is undertaken by a company called Landmark who charge £25.00 plus vat (£30.00 Inc vat) for each person named on the property deeds for this service.

You confirm that you will supply By Design with original copies of required identity documentation and authorise By Design to carry out digital identity checks as part of anti-money laundering compliance, if required.

21. Discrimination

By Design does not discriminate against any person.

22. Entire agreement and variations

In the event of any conflict between these terms and conditions and the confirmation of terms and conditions document annexed hereto, the confirmation of terms and conditions document shall prevail.

Each party confirms that these conditions together with the confirmation of terms and conditions document annexed hereto constitute the entire agreement between the parties.

Each party confirms that it has not relied upon any representation not recorded in this agreement inducing it to enter it into this agreement. No variation of this agreement by you will be valid unless confirmed in writing by By Design.

There is no intention to give any rights under this contract to any third party except as expressly agreed in writing.

23. Additional termination provision

By Design may terminate this agreement forthwith upon giving written notice to you to that effect if, at any time you (which term for the purposes of this clause shall include your servants, agents, and/or authorised professional advisers) provide instructions to By Design, or you fail to provide instructions within a reasonable time of a request by By Design, and in either case the effect would be to place By Design in breach of any of its obligations under any Acts, Statutory Instruments, or Codes of Practice to which it is subject in relation to the performance of this agreement.

24. Right to cancel

Commencement of Marketing:

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this agreement within 14 days of signing without giving any reason. However, you may request that we begin marketing your property immediately. By signing this agreement, you confirm that you wish us to start work straight away and understand that once the service has been fully performed you will lose your right to cancel.

If a marketing fee of £1020.00 including VAT was paid at the commencement of this contract (section 3) then no further charge will be made.

25. Confirmation of instruction and terms and conditions of business, fees and expenses which will apply in this agreement

Vendor 1

Title: Ms

Forename(s): Michaela

Surname: Simmonds

Home Tel:

Work Tel:

Mobile Tel: 07780437928

Email: mickisimmonds@outlook.com `

Address of property to be sold:

19 Clifton Hall Drive, Clifton Village, Nottingham NG11 8NJ

Address for correspondence (if different from above)

Initial marketing price: **Guide Price £495,000**

Initial sole agency period – FOUR WEEKS

Commencement date: 09/05/2026

Sole selling rights agency fee percentage 1.2% EXCLUDING VAT, 1.44% INCLUDING VAT.

Sole selling rights agency amount (including VAT) £7,128 assuming a selling price of £495,000

Multiple agency fee percentage 3.5% EXCLUDING VAT, 4.2% INCLUDING VAT

Multiple agency amount (including VAT) £20,790 assuming a selling price of £495,000

All agency commissions are subject to a minimum fee of £6,000 including VAT. The sale price will be deemed to include any extra prices for fixtures, fittings, goods, chattels, carpets, curtains and other such related items.

The amount of sole selling rights agency and multiple agency fees shown above (unless stated as a fixed fee) have been calculated based on the initial marketing price. If the total selling price is more or less than the initial asking price, the fees will be higher or lower than in these examples.

26. Agency agreement declaration

This document forms a contract between us so please read it carefully before signing. Do not sign it until you have read and understood it.

- I/we agree to enter into a sole selling rights agency/multiple agency (DELETE AS APPROPRIATE)
- I/we agree that I/we will be personally liable to pay your fees under this agreement
- I/we agree to accept the terms and conditions contained in this agreement and acknowledge receipt of a copy of the agreement

- I/we confirm that I am/we are the legal owner(s) of the property and/or that I am/we are authorised to sell the property and that I/we will bind all the owners of the property
- I/we will advise you immediately if any aspect of the sales particulars is or becomes incorrect
- I/we authorise my/our legal representative to forward to you my/our forwarding or contact address details
- I/we authorise you to give notice of this agreement to my/our legal representative
- I/we consent to you releasing my/our file to Property Redress for all purposes connected with their monitoring of compliance and performance
- If this agreement is not signed by all the owners or trustees, etc. of the property to be sold, then the signatories confirm that they are authorised to sign the agreement on behalf of such person(s)
- I/we authorise you to refer my/our details to your preferred EPC provider
- The initial marketing price does not constitute a formal valuation

Any amendments, deletions or additions to this agreement must be signed and dated by us and by you.

Signed on behalf of By Design, BDEA Ltd, 1 Cabot House, Compass Point Business Park, St Ives, Cambridgeshire, England, PE27 5JL, Company Number: 14080652.

PRS Number: PRS037783.

???**Cancellation Notice**

To: YOUR CONTACT DETAILS:

I/We hereby give notice that I/we cancel my/our contract for the supply of estate agency services

Ordered on (date)

Name of vendor 1

Address

Signed vendor 1

Date

Full Name

Mrs. Angela Barbaro-Robins

Date

09/05/2026 10:51:42

Signature

Angela Barbaro-Robins

Digital Sign

Signed Digitally

11/05/2026 09:20:35

Full Name

Michaela Simmonds

Date

09/05/2026 10:51:42

Signature

Michaela Simmonds

Digital Sign

Signed Digitally

11/05/2026 09:20:35