

# TERMS AND CONDITIONS SOURCING AGREEMENT

## SALFORD / MISTORIA - 2021

**This GENERAL SERVICE AGREEMENT (The “agreement”) is dated –**

**Pick My Pad Ltd – Walkden, 31 Memorial Rd, M28 3AG**

**Property –**

**Agent – Pick My Pad. 31 Memorial Rd, M28 3AG**

## **Background**

**A** - The client is of the opinion that Mistoria Estate Agents Ltd has the necessary qualification, experience and abilities to provide services to the client (Vendor)

**B** – Mistoria Estate Agents Ltd is agreeable to providing such services to the client on the terms and conditions set out in this agreement.

In Consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the client and Mistoria Estate Agents Ltd agree as follows.

## **Services Provided**

**1** – The client hereby agrees to engage Mistoria Estate Agents Ltd to provide the client with the following services

Property Sourcing – Mistoria Estate Agents Ltd and:

Accredited Financial Services

Accredited Conveyancing Services

**2** – The services will also include any other tasks which the parties may agree on. Mistoria Estate Agents Ltd hereby agree to provide such services to the client,

## **Term of Agreement**

**3** - The term of the agreement (“The Term”) will begin on the date of this Agreement and will remain in full force and effect until the 30<sup>th</sup> November, 2021, subject to earlier termination as provided in this agreement This may be extended with written consent of all parties.

**4.** In the event that either party wishes to terminate this Agreement prior to the 30<sup>th</sup> November 2021, that party will be required to provide 14 days written notice to the other party.

## **Performance**

**5.** The parties agree to do everything necessary to ensure that the terms of this agreement take effect.

## Currency

6. Except as otherwise provided in this agreement, all monetary amounts referred to in the agreement are in GBP.

## Breakdown of Agreement

**6.a** - *This Agreement contains the Terms and Conditions of Business agreed between you the Client Mistoria Estate Agents Ltd. By signing this Agreement, you accept the terms set out in this document which will be binding on you.*

*Our commission will be calculated at AN AGREED fee rate to be agreed between the Company and client, will be mutually accepted, and marketed then our commission will be correspondingly higher or lower, subject to our minimum fee.*

## Fee of £

*By signing this Agreement, we are hereby authorised by you to submit our invoice to your Solicitors or Licensed Conveyances' following exchange of contracts, for payment immediately on the completion date. In the event that payment in full is not received by us within 7 days of the due date (the legal completion date of the sale), you will pay us interest at the rate of the higher of 8% per annum and the prevailing County Court rate at the time on all outstanding sums from the due date until payment. By signing this Agreement, you confirm that you authorise and instruct the Solicitors or Licensed Conveyances' acting on your behalf, on the sale of the property, to pay the agreed commission plus V.A.T. upon completion. If the rate of V.A.T. should change, the rate charged will be that applicable on the date of the invoice.*

*If the property is part-exchanged with other premises our fees will be calculated on the full market value of the property with vacant possession on the day that the exchange takes place. If a sale is agreed and contracts are exchanged for an unconditional sale of the property due to an introduction of a buyer through our website or any other internet site our fees will become due upon exchange of contracts and payable upon completion. If more than one person signs this Agreement liability for payment of our fees will be joint and several which means that we may apply to either person to pay the full sum owing in fees, costs and any agreed expenses.*

## Payment

7. The contractor will charge the client a flat fee for services.

8. The client will be invoiced as follows

**9.** Invoices submitted by Mistoria Estate Agents Ltd are due within 30 days of Completion

**10.** The payment as stated in this agreement does not include Tax. Any value added Tax is required will be charged to the client via an Invoice in addition to payment set out in this agreement.

**11.** Mistoria Estate Agents Ltd will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the payment and Mistoria Estate Agents Ltd will indemnify the client in respect of such payments required to be paid to the client.

**12.** Mistoria Estate Agents Ltd will not be reimbursed for any expenses incurred in connection with providing the services in this agreement.

### **Interest on Late Payments**

**14.** Interest payable on any overdue amounts under this agreement is charge at a 25% per month, or at the maximum rate enforceable under the applicable legislation whichever is lower.

### **Confidentiality**

**15.** Confidential information refers to data or information relating to the business of the client which would reasonably be considered to be proprietary to the vendor including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the vendor and where the release of that confidential information could reasonably be expected to cause harm to the vendor.

**16.** Mistoria Estate Agents Ltd agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which Mistoria Estate Agents Ltd has obtained, except as authorised by the vendor or as required by law. The obligations of confidentiality will apply during the term and will survive indefinitely upon termination of this agreement.

**17.** All written and oral information and material disclosed or provided by the vendor to Mistoria Estate Agents Ltd under this agreement is confidential information regardless of whether it was provided before or after the date of this agreement or how it was provided to Mistoria Estate Agent Ltd.

## Ownership of Intellectual Property

**18.** All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name that

is developed or produced under the agreement, will be the sole property of the vendor. The use of the intellectual property by the vendor will not be restricted in any manner.

**19.** Mistoria Estate Agent Ltd may not use the Intellectual property for any purpose other than that contracted for in this agreement except with the written consent of the vendor. Mistoria Estate Agents Ltd will be responsible for all damages resulting from the unauthorised use of the intellectual property.

## Return of Property.

**20.** Upon the expiry or termination of this agreement, Mistoria Estate Agents Ltd will return to the client any property, documentation records, or confidential information which is the property of the vendor.

## Capacity/Independent Contractor

**21.** In providing the services under the Agreement it is expressly agreed that Mistoria Estate Agents Ltd is acting as an independent and not as an employee. Mistoria estate Agents Ltd and the client acknowledge that this agreement does not create a partnership or joint venture between them, and is an exclusively a contract for service.

## Right of Substitution

**22.** Except as otherwise provided in this agreement, Mistoria Estate Agents Ltd may, our discretion, engage a third party sub-contractor to perform some or all the obligations of the Mistoria Estate Agents Ltd under this agreement and the vendor will not hire or engage any third parties to assist with the provision of the services.

**23.** In the event that Mistoria Estate Agent Ltd hires a sub-contractor: The Agents will pay the Sub contractor for its services and the compensation will remain payable by the vendor to the sub-contractor. For the purposes of the identification clause of this agreement, the sub-contractor is an agent of Mistoria Estate Agents Ltd.

## Autonomy

**24.** Except as otherwise provided in this agreement Mistoria Estate Agents Ltd will have full control over the time, methods and decisions in relation to the provision of the services in accordance with the agreement. Mistoria Estate Agents Ltd will work autonomously and not at the direction of the vendor. However, Mistoria Estate Agents Ltd will be responsive to the reasonable needs and concerns of the vendor.

## Equipment

**25.** Except as otherwise provided in this agreement, Mistoria Estate Agent Ltd will provide at our own expense, any and tools, machinery, equipment, raw materials,

supplies, work wear and any other item or parts necessary to deliver the services in accordance with this agreement.

## No Exclusivity

**26.** The parties acknowledge that this agreement is non-exclusive and that they will be free, during and after the term, to engage or contract with third parties for the provision of services similar to the services.

## Notice

**27.** All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and delivered to the parties at the following addresses

- a. **Pick My Pad Ltd / Walkden**  
**31 Memorial rd, Walkden**  
**Greater Manchester, M28 3AG**

OR to such other addresses as either party may from time to time notify the other

## Indemnification

**28.** Except to the extent paid in the settlement from any applicable insurance policies, and to the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that's occurs in connection with this agreement. This indemnification will survive the termination of this agreement.

## Modification of Agreement

**29.** Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing by each party or authorised representative of each party



### **Time of the Essence**

**30.** Time of the essence in this agreement. No extension or variation of this agreement will operate as a waiver unless Mistoria Estate Agents Ltd state, written confirmation of time alteration will be communicated to the vendor.

### **Assignment**

**31.** Mistoria Estate Agents Ltd will not voluntary, or by operation of law, assign or otherwise transfer its obligations under this agreement without the prior written consent of the vendor.

### **Entire Agreement**

**32.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressly provided in this agreement.

### **Titles / Headings**

**34.** Heading are inserted for the convenience of the parties only and are not to be considered when interpreting the agreement

### **Gender**

**35.** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

### **Governing Law**

**36.** This agreement will be governed by and constructed in accordance with the laws of England.

### **Severability**

**37.** In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.

### **Waiver**

**38.** The waiver by either party of a breach, default, delay or omission of any of the provision of this agreement by the other party will not be construed as waiver of any subsequent breach of the same or other provisions.

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**IN WITNESS WHERE OF the parties have duly affixed their signatures under hand and seal on this date:**

\_\_\_\_\_ day of \_\_\_\_\_ year of 2021 \_\_\_\_\_

**Vendor Signature**

\_\_\_\_\_ **Print** \_\_\_\_\_

**Mistoria Estate Agent Ltd Signature / Agents Name**

\_\_\_\_\_ **Print** \_\_\_\_\_

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