



Property Reference

Please read this Agreement carefully together with the standard terms and conditions overleaf and ask for clarification if You do not understand anything. **Your specific attention is drawn to clauses 3 and 5 in the standard terms and conditions overleaf.**

By signing this Agreement, You agree that the standard terms and conditions overleaf form part of this Agreement.

ESTATE AGENCY AGREEMENT

Between YOUR MOVE of: **MURRAY STREET, MONTROSE**

And the Seller(s) Surname (Mr/Ms/Miss/Mrs) **TROUP** Forenames: **KENNETH DOUGLAS (as attorney)**

Surname (Mr/Ms/Miss/Mrs) **MATTHEW** Forenames: **GEORGE SANGSTER (as attorney)**

Address of the Property for sale **LINDALE, FINDOWRIE, BRECHIN** Postcode: **DD9 6RF**

Address of the Seller(s) (if different from the Property for sale) **13 LOCALSU STREET, BROUGHTY FERRY, DUNDEE** Postcode: **DD5 3UY**
21 COOKSTON CRESCENT, BRECHIN DD9 6BP Postcode: **DD5 3UY**

Seller's Email Address

The Property will be offered for sale at an asking price of **£ 80,000** This is not a valuation

We will be the **SOLE** **MULTIPLE** (Tick as appropriate) Agent for the sale of the Property upon the terms of this Agreement commencing from the date when We and You have both signed this Agreement.

Please see the standard terms and conditions overleaf that apply to Our services. The standard terms and conditions include the definitions which apply to this Agreement. If You change this Agreement from the type indicated to another type (e.g. from Sole to Multiple agent) prior to a buyer being introduced You must confirm this change to Us in writing immediately and the Fee quoted below will apply. Such a change can only be made after the period of Sole/Multiple agency has expired, unless otherwise agreed.

Subject to 'The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013', this Agreement will continue until it is ended in accordance with clause 5 in the standard terms and conditions overleaf.

We may offer certain products and services (this includes mortgage advice, insurance products, surveying, utilities, conveyancing services, supplying EPCs, auctions, lettings, property management, and tenant referencing services) to both parties in a transaction (and persons connected to or associated with those parties) and for which We and members of the YOUR MOVE Group will receive a fee.

SOLE AGENCY

If We act as Your Sole Agent, You will be liable to pay remuneration (i.e. the Fee) to Us, in addition to any other costs or charges agreed, if at anytime unconditional missives for the sale of the Property are concluded:

- a) with a purchaser introduced by Us during the period We act as Your Sole Agent or with whom We had discussions about the Property during that period; or
- b) with a purchaser introduced by another agent(s) during that period.

A As **SOLE AGENT** Our Fees will be % of the selling price to include fixtures and fittings plus VAT.

With a minimum fee of FEE £ plus VAT £ TOTAL £

Based on the asking price referred to above, Our Fee will be FEE £ plus VAT £ TOTAL £

Please note should the final sale price be higher or lower than the asking price Our Fee will be correspondingly higher or lower.

OR ALTERNATIVELY

B Our Fee will be at the fixed price of FEE £ **1750** plus VAT £ **350** TOTAL £ **2100**

whichever fee is the greater.

This Agreement gives Us the right to act as Sole Agent in relation to the Property for an initial period of 20 weeks and then until otherwise agreed and subject to clause 5 in the Standard Terms and Conditions overleaf. Your attention is drawn to Clause 3 in the Standard Terms and Conditions overleaf.

MULTIPLE AGENCY

If We act as Your Multiple Agent, You will be liable to pay remuneration (i.e. the Fee) to Us, in addition to any other costs or charges agreed, if at any time unconditional missives for the sale of the Property are concluded with a purchaser introduced by Us or with whom We had discussions about the Property during the period of this Agreement.

A As **MULTIPLE AGENT** Our Fee will be % of the selling price to include fixtures and fittings plus VAT.

With a minimum fee of FEE £ plus VAT £ TOTAL £

Based on the asking price referred to above, Our Fee will be FEE £ plus VAT £ TOTAL £

Please note should the final sale price be higher or lower than the asking price Our Fee will be correspondingly higher or lower.

OR ALTERNATIVELY

B Our Fee will be at the fixed price of FEE £ plus VAT £ TOTAL £

whichever fee is the greater.

Your attention is drawn to Clause 3 in the Standard Terms and Conditions overleaf.

MONEY LAUNDERING REGULATIONS (2007)

In accordance with the Regulations We are required to confirm the identity of all seller(s) of the Property (see the separate list of documents We are able to accept as proof of identity). We are also required to keep a record of the evidence We have verified. If for any reason We are unable to confirm Your identity in the course of establishing a business relationship with You, We reserve the right to withdraw the Property for sale until formal proof of identity is received.

	Seller One	Seller Two
Name	KENNETH DOUGLAS TROUP	GEORGE MATTHEW SANGSTER
Proof of I.D. Seen	PASSPORT VISUAL	DRIVING LICENCE VISUAL
Doc. No.	5275749975GBR5403123M	MATTHS10084GSQVA
Date of Issue/Exp.	28/8/14 - 28/8/25 2505288 <<00	16/1/15 - 15/1/20
Issuing Authority	IPS	DVLA
Place/D.O.B.	BRECHIN 12/3/54	TURRIFF 8/10/54
Proof of Residency	BANK STATEMENT	BANK STATEMENT
Premises Entered?	NO	NO
Date of Visit/Issue	13/2/18	1/2/18
Name of Issuer	BANK OF SCOTLAND	BANK OF SCOTLAND
Ref. Number	Acc N° 00350192	Acc N° 01011604
Name of Our Representative	Name W ROBERTSON SRN P18811	
I have verified the identity of the seller(s) by checking the original documentation listed above.	Signed W Robertson Date 13/2/18	

ESTATE AGENTS ACT (1979)

To avoid conflicts of interest, the Act requires that We are transparent with Our customers about You and any person related or connected to You, who work for, or has a business relationship with, the YOUR MOVE Group (a list is available on request).

Are You aware of any connection or interest? Yes No If the answer is YES, please outline the details in the box below.

Failure by You to disclose a connection or interest will be a breach of this Agreement.

Are You the legal owner of the Property? Yes No

If NO, in what capacity are You selling? **POWER OF ATTORNEY FOR ELIZA ANN MATTHEW**

MARKETING FEE

In consideration of the payment of £ plus VAT of £ Total £ (Marketing Fee)

We agree to commence advertising/marketing Your Property (together the "Marketing Services"). We shall not provide the Marketing Services until we have received the Marketing Fee. You agree to pay the Marketing Fee either by cheque or credit/debit card. (We do not accept cash payments).

Please indicate below the method of payment:

By cheque (Cheques made payable to your-move.co.uk Limited) By credit/debit card. One of Our Administration centres will call You to make payment.

DATA PROTECTION

We will pass Your details on to members of the YOUR MOVE Group and other companies (such as conveyancers etc) as required during Your sale/purchase.

We will let You know about any special offers by passing Your details to the YOUR MOVE Group and other selected companies. They may write, e-mail or call.

If You don't want to be contacted by members of the YOUR MOVE Group tick this box If You don't want to be contacted by the other carefully selected companies tick this box

Providing Your e-mail address indicates Your consent to receiving marketing messages by e-mail from the YOUR MOVE Group and other companies (as explained above), unless You've ticked the boxes. The YOUR MOVE Group means your-move.co.uk Limited, its affiliate companies and the network of branches independently owned and operated under licence by your-move.co.uk Limited. You can read your-move.co.uk Limited's Privacy Policy to see how they handle Your personal information at www.your-move.co.uk or by asking Your local branch.

CONSEQUENCES OF SIGNING THIS AGREEMENT

You accept responsibility to pay the Fee, Marketing Fee and other costs or charges agreed by Yourself and Us. You are hereby confirming to Us that You are the sole and/or legal owner with someone else and by signing this Agreement, You are telling Us that You are agreeing to Our terms and conditions on behalf of all owners of the Property including Yourself. By signing this Agreement below You are confirming You have received a copy of this Agreement and, You are personally, and where You have signed on behalf of someone else, Jointly and Severally, liable for Our Fee, Our Marketing Fee and any other costs/charges agreed and incurred by Us on Your behalf.

CANCELLATION RIGHTS

Was this agreement signed away from Our office?

Yes (please see The Notice of the Right to Cancel overleaf) No (The Notice of the Right to Cancel overleaf does not apply)

Where You have ticked Yes above and signed this Agreement below, You are hereby authorising Us to immediately start performing this Agreement and in the event You exercise the right to cancel under The Notice of the Right to Cancel overleaf, You will pay Us an amount which is in proportion to what has been performed until You have communicated Us Your cancellation from this Agreement in comparison with the full coverage of the Agreement.

Signed (Sellers/for and on behalf of Seller(s)) Kenneth D Troup Date 13 02 2018	Signed (Sellers/for and on behalf of Seller(s)) G Matthews Date 13 2 18	Signed (for and on behalf of YOUR MOVE) W Robertson Date 13 2 18
---	---	--

Where this Agreement is signed away from Our branch, You have a right to cancel the Agreement. Please see below for information on Your right to cancel.

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, You must inform Us by post to: **51 MURRAY STREET, MONTROSE, DD10 8JZ**

or by e-mail to: **montrose@your-move.co.uk**

of Your decision to cancel this contract by a clear statement (eg. a letter sent by post or by email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If You requested to begin the performance of services during the cancellation period, You shall pay Us an amount which is in proportion to what has been performed until You have communicated Us Your cancellation from this Agreement in comparison with the full coverage of the Agreement.

Model Cancellation Form

To: YOUR MOVE of (insert branch address) _____

(insert branch e-mail) _____

I/We* hereby give notice that I/we* cancel my/our* contract for the supply of the following service.

Estate agency services as detailed in the Agreement relating to: **property reference** ordered on: _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature/s (only if this form is notified on paper): _____ Date: _____

*Delete as appropriate

OUTGOING AND RETURN

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In this Agreement the following words have the meanings outlined below:-

'this Agreement' means the agreement made between You and Us to market and sell the Property on the terms set out overleaf and these standard terms and conditions.

'the Fee' means the fees due under this Agreement.

'Home Report' means the pack containing details of the Property as required by the Housing (Scotland) Act 2006.

'Introduced' means the buyer became aware that the Property was for sale as a result of any services provided by Us, including the provision of marketing materials (in whatever form) or 'for sale' boards, or as a result of any email, internet communication or any other communication whatsoever of Ours.

'Joint and Several' means that You are personally liable to pay Our Fee even if You have signed this Agreement on behalf of Yourself and any other owner(s) of the Property. We have the right to choose from which owner(s) of the Property We recover Our Fee.

'Multiple Agent' means that You have instructed Us as one of a number of estate agents to sell the Property subject to the payment of the Fee upon missives being concluded or the Sale of the Property with a buyer.

'Period' means the minimum agreement period specified overleaf.

'the Property' means the Property being offered for sale as specified overleaf.

'Sale' includes where the Property is subject to a part exchange if this is how You wish to proceed.

'Sole Agent' means that You have instructed Us as the only estate agent for the duration of Our Sole Agency under this Agreement to sell the Property subject to the payment of the Fee.

'Us', 'Our', 'We' means YOUR MOVE.

YOUR MOVE means your-move.co.uk Limited.

YOUR MOVE Group means your-move.co.uk Limited, its associated companies and the network of branches independently owned and operated under licence by your-move.co.uk Limited.

'Working Day' means any day(s) between Monday and Friday inclusive excluding public holidays in Scotland.

'You' or 'Your' means the Seller(s) of the Property as set out overleaf.

'VAT' means Value Added Tax at the rate in force at the time of an unconditional exchange of contracts or on withdrawal of the Property (as the case may be).

1.2 The headings in this Agreement are for convenience only and do not affect its interpretation.

1.3 "Including" shall be understood to mean including without limitation and "includes" and "include" shall be understood similarly.

2. OUR OBLIGATIONS

We hereby agree to perform Our services with reasonable skill and care in compliance with the terms of the Estate Agents Act 1979.

3. YOUR OBLIGATIONS

3.1 You hereby agree with Us:

Fees, Costs and Charges

3.1.1 to be liable to pay the Fees and (subject to clause 3.1.9) any other costs or charges agreed and incurred by Us on Your behalf in a Sole/ Multiple Agency case upon missives being concluded for the Sale of the Property and to pay the Marketing Fee upon commencement of this Agreement.

3.1.2 that You may also be liable to pay fees to another estate agent if You have previously instructed another estate agent to sell the same Property on a sole or multiple agency or sole selling rights basis or if You instruct another estate agent during or after the duration of Your sole agency/multiple agency or on a sole selling rights basis.

Fees following termination

3.1.3 that following termination of this Agreement, We will be entitled to the Fee in the event that You proceed to the conclusion of missives for the sale of the Property with a purchaser Introduced by Us during this Agreement: (a) if this occurs within six months of termination of this Agreement and another estate agent is instructed; or (b) if this occurs within 2 years of termination of this Agreement where no other estate agent is involved in the sale.

Home Report

3.1.4 that unless You have instructed Us to obtain a Home Report on Your behalf, You will provide Us with a compliant Home Report before We market the Property. Where We have not received a compliant Home Report, We will not be able to market the Property.

Instruction to solicitor/conveyancer

3.1.5 that the final account for the Fee and other costs or charges agreed will be paid from the net sale proceeds of the Property by Your solicitor/ conveyancer at the date of contractual completion ("the due date").

3.1.6 that by signing this Agreement You will instruct Your solicitor/ conveyancer (a) to make payment on the account from the net sale proceeds at the due date (the amount due under this Agreement to be established by the production of the appropriate account issued by Us to Your solicitor/conveyancer), (b) to notify Us within two (2) days should You become aware that there will be insufficient net sale proceeds to settle the account, and (c) to advise Us of Your new address.

Late payments

3.1.7 if Our Fees, including the Marketing Fee, are not received within 7 days of the due date or the applicable date, the account continues to be due and payable by You and We will be entitled to charge interest on all sums outstanding from the due date at the rate of 1.5% per month until payment is received. We will also charge a handling fee of £50.00 and all costs, including legal costs, We incur in recovering Your debt.

Payments

3.1.8 that all payments made by You or on Your behalf will be banked by Us on receipt and that banking by Us of such payments will not be deemed to be acceptance in full and final settlement of any part payment of amounts due and payable to Us.

Interim invoices

3.1.9 that We have the right to issue interim invoices, as and when We consider appropriate, in respect of all advertising and/or other costs or charges agreed by You and incurred by Us on Your behalf and You agree that such sums will be paid within 7 days of any invoice.

Correct & true factual information

3.2 We are obliged to disclose accurate information about the Property to prospective buyers and other interested parties. You will ensure that all information that You provide to Us about the Property is correct and true to the best of Your knowledge and that You do not omit any relevant information about the Property.

Liability

3.3 Each party reserves the right to bring a claim against the other for losses, damages or costs arising from any breaches of this Agreement or other liabilities relating to this Agreement.

4. SUB-AGENTS

We may with Your consent appoint from time to time one or more sub-agents in relation to the Sale of the Property.

5. ENDING THE AGREEMENT

The following provisions apply in addition to any right You might have to cancel this Agreement under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

5.1 In the case of a Sole Agent:

5.1.1 either party may terminate this Agreement on or after expiry of the Period by giving the other party 28 days notice in writing. To terminate at the end of the Period notice must be given 28 days prior to the end of the Period.

5.2 In the case of a Multiple Agent:

5.2.1 this agreement will terminate at any time on either party giving the other party 28 days notice in writing of their wish to terminate this Agreement.

5.3 In the case of a Sole Agent or a Multiple Agent:

5.3.1 We may terminate this Agreement in writing at any time on giving You one (1) weeks' notice in writing in the event that:

a) Our branch (which is identified overleaf) ceases to trade for whatever reason; or

b) there is a change in ownership of the business carried out in the branch.

5.4 The rights to terminate this Agreement given by this clause 5 shall be without prejudice to any other right or remedy either party may have against the other in respect of the breach concerned (if any) or any other breach and Clauses 3.1 and 3.3 shall continue in force notwithstanding termination.

6. NATURE OF THIS AGREEMENT

6.1 We may transfer all rights and obligations under this Agreement in circumstances where Your rights under this Agreement are not materially affected.

6.2 You may transfer all rights and obligations under this Agreement to another person who has a legal right to sell the Property.

6.3 This Agreement supersedes all previous written agreements between the parties in respect of the Property and may not be modified except in writing and signed by both parties.

6.4 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part this Agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.

6.5 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with the laws of Scotland. All disputes arising out of or relating to this Agreement or any non-contractual obligations arising out of or relating to this Agreement shall be subject to the non-exclusive jurisdiction of the Scottish courts.

7. NOTICES

7.1 Any notice required by this Agreement other than the right to cancel notice which may be sent by email, must be given by hand or sent by pre-paid post to the last known address of the relevant party.

7.2 Any notice given by post pursuant to Clause 7.1 above, which is not returned to the sender as undelivered, shall be deemed to have been given on the third Working Day after the notice was posted. Proof that the envelope containing it was properly addressed, posted and that it has not been returned to sender, shall be sufficient evidence that such notice has been duly given.

8. THE PROPERTY OMBUDSMAN (TPO)

We are founder members of the TPO, there to protect Your interests and We abide by the TPO Code of Conduct. We will disclose any information relating to the Sale of the Property in the event that the TPO requests it. The TPO website is www.tpos.co.uk.

9. COPYRIGHT

We retain copyright in all advertising material used to market the Property and reserve the right to use these for marketing initiatives including (but not limited to) social and sharing sites eg. Facebook, Pinterest following the sale of the Property. In the event You do not wish Us to use such material please notify the branch.

YOUR MOVE is a trading name of: your-move.co.uk Limited.
Registered in England No. 01864469. VAT Number: G8842795983
Registered Office Address: Newcastle House, Albany Court,
Newcastle Business Park, Newcastle Upon Tyne NE4 7YB.

MONEY LAUNDERING REGULATIONS (2007)

In accordance with the Regulations We are required to confirm the identity of all seller(s) of the Property (see the separate list of documents We are able to accept as proof of identity). We are also required to keep a record of the evidence We have verified. If for any reason We are unable to confirm Your identity in the course of establishing a business relationship with You, We reserve the right to withdraw the Property for sale until formal proof of identity is received.

	Seller One	Seller Two
Name		ELIZA ANN MATTHEW
Proof of I.D. Seen		Dept of Work & Pensions letter
Doc. No.		Ref KM971860A
Date of Issue/Exp.		13/1/18
Issuing Authority		Dept of Work & Pensions
Place/D.O.B.		Glasgow 26/7/31
Proof of Residency		Bank Statement
Premises Entered?		Yes
Date of Visit/Issue		26/1/18
Name of Issuer		BANK OF SCOTLAND
Ref. Number		Acc No 01045978
Name of Our Representative	Name W ROBERTSON	SRN P18811
I have verified the identity of the seller(s) by checking the original documentation listed above.	Signed W Robertson	Date 13/2/18

ESTATE AGENTS ACT (1979)

To avoid conflicts of interest, the Act requires that We are transparent with Our customers about You and any person related or connected to You, who work for, or has a business relationship with, the YOUR MOVE Group (a list is available on request).

Are You aware of any connection or interest? Yes No If the answer is YES, please outline the details in the box below.

Failure by You to disclose a connection or interest will be a breach of this Agreement.

Are You the legal owner of the Property? Yes No

If NO, in what capacity are You selling?

MARKETING FEE

In consideration of the payment of £ plus VAT of £ Total £ (Marketing Fee)

We agree to commence advertising/marketing Your Property (together the "Marketing Services"). We shall not provide the Marketing Services until we have received the Marketing Fee. You agree to pay the Marketing Fee either by cheque or credit/debit card. (We do not accept cash payments).

Please indicate below the method of payment:

By cheque (Cheques made payable to your-move.co.uk Limited) By credit/debit card. One of Our Administration centres will call You to make payment.

DATA PROTECTION

We will pass Your details on to members of the YOUR MOVE Group and other companies (such as conveyancers etc) as required during Your sale/purchase. We will let You know about any special offers by passing Your details to the YOUR MOVE Group and other selected companies. They may write, e-mail or call.

If You don't want to be contacted by members of the YOUR MOVE Group tick this box If You don't want to be contacted by the other carefully selected companies tick this box

Providing Your e-mail address indicates Your consent to receiving marketing messages by e-mail from the YOUR MOVE Group and other companies (as explained above), unless You've ticked the boxes. The YOUR MOVE Group means your-move.co.uk Limited, its affiliate companies and the network of branches independently owned and operated under licence by your-move.co.uk Limited. You can read your-move.co.uk Limited's Privacy Policy to see how they handle Your personal information at www.your-move.co.uk or by asking Your local branch.

CONSEQUENCES OF SIGNING THIS AGREEMENT

You accept responsibility to pay the Fee, Marketing Fee and other costs or charges agreed by Yourself and Us. You are hereby confirming to Us that You are the sole and/or legal owner with someone else and by signing this Agreement, You are telling Us that You are agreeing to Our terms and conditions on behalf of all owners of the Property including Yourself. By signing this Agreement below You are confirming You have received a copy of this Agreement and, You are personally, and where You have signed on behalf of someone else, Jointly and Severally, liable for Our Fee, Our Marketing Fee and any other costs/charges agreed and incurred by Us on Your behalf.

CANCELLATION RIGHTS

Was this agreement signed away from Our office?

Yes (please see The Notice of the Right to Cancel overleaf) No (The Notice of the Right to Cancel overleaf does not apply)

Where You have ticked Yes above and signed this Agreement below, You are hereby authorising Us to immediately start performing this Agreement and in the event You exercise the right to cancel under The Notice of the Right to Cancel overleaf, You will pay Us an amount which is in proportion to what has been performed until You have communicated Us Your cancellation from this Agreement in comparison with the full coverage of the Agreement.

Signed (Sellers/for and on behalf of Seller(s)) E A Matthew Date 13 2 018	Signed (Sellers/for and on behalf of Seller(s)) W Robertson Date	Signed (for and on behalf of YOUR MOVE) W Robertson Date 13 2 18
---	--	--

Property Reference

Part 4. Standard Terms and Conditions continued

Option B & C

5.4. You will be liable to repay the Fee to YOUR MOVE on the earliest date on which any of the following events occur (a) upon missives being concluded for the sale of the Property (whether through YOUR MOVE Network or otherwise); or (b) the Estate Agency Agreement is terminated; or (c) the Property does not proceed to conclusion of missives within 9 months of date of this Agreement; or (d) You fail to inform YOUR MOVE of the following (i) changes to the bank or credit/debit card details supplied by You; or (ii) any change to Your address details; or (e) You change the law firm instructed to act on the sale of the Property; or (f) You withdraw your instruction from the law firm instructed to act on the sale of the Property.

For the avoidance of doubt, the Fee will become immediately repayable no later than 9 months from the date of this Agreement. You will continue liable to Us for repayment of the Fee until payment is made.

5.5. PLEASE NOTE As detailed on page 2, where You have signed this Agreement away from a YOUR MOVE Network office, You will have a right to cancel the Agreement within 7 days. If You exercise this right the Home Report order and the Marketing Services will be cancelled and You will be liable for reasonable expenses incurred by YOUR MOVE and (where applicable) the YOUR MOVE Franchisee and the £50 facility fee will not be refunded. Where any services have been provided pursuant to this Agreement prior to You exercising Your right to cancel, You will be liable for the Fees attributable to that service (i.e. You may be liable for the Home Report Fee and/or Marketing Services if these have already been delivered).

5.6 Cancellation Right in Relation to the Fee deferment arrangement: In addition to Your rights described in clause 5.5 above, You may also cancel the Fee deferment arrangement within 7 days of the date of this Agreement by contacting YOUR MOVE. If You exercise this right to cancel, You will be liable to pay the Option A in part 2 Fee plus an administration fee of £35 within 5 Working Days. You will not be liable for the finance charge but the £50 facility fee will not be refunded.

5.7. By entering into this Agreement, You authorise Your lawyers to repay the Fee together with any charges due directly to us on demand following the sale of the Property using the sale proceeds.

General

5.8. If the Fee or any other payment due to Us/Our agents by You pursuant to this Agreement, is not received within 5 Working Days of the due date, the account continues to be due and payable by You and We will be entitled to charge interest on all sums outstanding from the due date at the rate of 1% per month until payment is received. We will also seek recovery of all costs (including legal costs) allowed by the Courts, if an award is made in Our favour, and incurred in recovering the amounts due to Us. In addition, in the event of any default of this Agreement, We may charge You a fee of up to £35 per event.

5.9. All cheques/payments will be banked upon receipt, although part payment will not be deemed to be accepted in 'full and final settlement' without Our written agreement. For the avoidance of doubt, by providing Your bank or credit/debit details You irrevocably authorise us to use such details to collect any sums outstanding (including the Fee). You may settle the Fee at any time before it is due for repayment date by calling 0845 880 1304.

5.10. Where the Property has more than one owner, by signing this Agreement You are confirming that You are agreeing to Our terms and conditions on behalf of all owners of the Property, including Yourself and that You are Jointly and Severally liable for the Fee and any other costs or charges incurred by Us, or Our Agents on Your behalf.

5.11. You will be considered to be in default of this Agreement if You breach any of Your obligations including any failure to pay any sum due on any due date. Any default will allow YOUR MOVE at its discretion to accelerate repayment of the Fee.

6. Nature of this Agreement

6.1. We may transfer all of Our rights and obligations under this Agreement but only in circumstances where Your rights are not materially affected.

6.2. This Agreement supersedes all previous written agreements between the parties in respect of the HR instruction and/or conveyancing instruction and may not be modified except in writing and signed by the affected parties.

6.3. This Agreement includes: (a) a HR supply agreement between You and Us; and (b) which applies to option B only, (i) the terms and conditions for repayment of any deferred fee and (ii) the conveyancing instruction to a law firm.

6.4. If any provisions of this Agreement are held by any Court or other competent authority to be void or unenforceable in whole or in part this Agreement shall continue to be valid as to the other provisions and the remainder of the provisions shall not be affected.

6.5. This Agreement shall be governed by and construed in all respects in accordance with the United Kingdom and each party hereby submits to the exclusive jurisdiction of the courts of the United Kingdom.

6.6. No failure or delay by Us to exercise any of Our rights under any part of this Agreement, or any time granted, will be deemed as a waiver of those rights.

7. Notices

7.1. Any notices required by this Agreement may be given by hand or sent by post to the last known address of the relevant party.

7.2. Any notice given by post which is not returned to the sender as undelivered, shall be deemed to have been given on the third Working Day after the notice was posted. Proof that the envelope containing it was properly addressed, posted and that it has not been returned to sender, shall be sufficient evidence that such notice has been duly given.

8. The Property Ombudsman (TPO)

We are members of the TPO HR Redress Scheme, there to protect Your interests and any complaints relating to Our services maybe made to the TPO. We will disclose any information relating to this Agreement to the TPO if requested.

Part 5. Conveyancing Terms and Conditions

Examples of additional costs and disbursements -

Conveyancing Instruction Sale only

If Your Property is shared ownership, a supplement of £100+VAT is charged in addition to the fee scales in Part 3.

Telegraphic transfer fee £35+VAT

Search fees - prices will be determined by the Local Authority

Conveyancing Purchase only

If Your Property is shared ownership, whether it be freehold or leasehold, a supplement of £100+VAT is charged in addition to the fee scales in Part 3.

Telegraphic Transfer fee £35+VAT

Completion of stamp duty land tax return £75+VAT

Please read this Agreement carefully together with the Standard Terms and Conditions on pages 3 and 4 and ask for clarification if You do not understand anything. **Your specific attention is drawn to clauses 3 and 5 in the Standard Terms on pages 3 and 4.**

Only sign this Agreement if You agree to be bound by all of the Terms & Conditions.

Part 1. Agreement Between:

YOUR MOVE of: MURRAY STREET MONTROSE
 And the Seller(s) MR KENNETH TROUP (AS POWER OF ATTORNEY FOR ELIZA ANN MATTHEW)
 Property Address: LINDALE, FINDOURIE, BRECHIN, DD9 6RF Y GEORGE SMATTHEW

Address of Seller(s):

Words starting with capital letters (e.g. Property) are defined terms and the definitions can be found on page 3, Part 4, clause 1.

Housing (Scotland) Act 2006 (Act)

The Act requires estate agents and sellers to prepare and make available HRs to potential buyers for most residential properties in Scotland.

HR Property Status

We will be unable to market the Property unless a HR has been ordered or the Property is exempt. We can arrange a HR for You. Please see standard Terms and Conditions in parts 2 & 4. Please tick the applicable box.

Property is exempt (please state the reason)

HR to be supplied elsewhere (please state provider and supply a copy)

I/We have a HR (please supply a copy)

I/We have a valid EPC (insert EPC ref number) and within the HR order the Fee will be discounted to the value: **£50 plus VAT: £10 Total: £60.**

Signed Date

Where the HR is being supplied by You/a third party, We are required to verify the HR before We can market the Property. If the HR does not comply with the Act, We reserve the right to refuse to accept the HR and/or recommend amendments to it.

Part 2. HR Order

By completing this form and signing below, You are instructing Us to prepare and supply a HR. You will be sent a copy to review and You must advise Us immediately of any errors/inaccuracies in the HR and keep Us informed of any information relevant to the sale of the Property. Any additional hard copies that You require will incur a fee of £20+VAT per copy.

The HR consists of the following documents:

A Single Survey, a Generic Mortgage Valuation Report, an Energy Report and a Property Questionnaire. In relation to the production of the Single Survey and the Energy Performance Certificate please see Clause 4 on page 3. In relation to the Property Questionnaire this document should be completed by the Seller and answers given in this form should be truthful and accurate to the best of Your knowledge.

HR Fee

The Fee for Your HR will depend on the market valuation as stated in Your Estate Agency Agreement. The Fee will be calculated in accordance with the table above:

Asking price not exceeding	Home Report Retail price	VAT amount	Home Report Total Cost
£75,000	£320.00	£64.00	£384.00
£100,000	£349.00	£69.80	£418.80
£150,000	£395.00	£79.00	£474.00
£200,000	£445.00	£89.00	£534.00
£250,000	£495.00	£99.00	£594.00
£300,000	£545.00	£109.00	£654.00
£400,000	£655.00	£131.00	£786.00
£500,000	£830.00	£166.00	£996.00

Thereafter, every increase in market valuation of £100,000 (or part thereof) will incur an additional charge of £100 on a rising scale. The Fee for HRs on properties where the market valuation is £1,000,000 or more will be subject to a separate fee scale which is available on request.

Fee Options (tick the box to confirm option taken)

Option A HR - pay now

Fee: VAT: Total Option A HR Fee:

Option B - Deferred Payment - Finance Agreement

The Fee will be as set out in the Total for Option A plus a finance charge of 10% plus a £50+VAT facility fee. This facility fee is due on the signing of this Agreement.

HR Fee (including VAT): 418.80 (Option B Fee) Finance charge @ 10%:
 Total deferred amount: Total Option B HR Fee (including facility fee): 418.80

paid on sale, withdrawn or max 9 months

Options A and B require You to pay the Marketing Fee as set out in Your Estate Agency Agreement.

Option B is only available where You instruct a YOUR MOVE Network office to sell Your Property (enter into an Estate Agency Agreement) AND where You instruct a YOUR MOVE panel law firm to deal with the conveyancing on your behalf. The Fee will become due and repayable to YOUR MOVE on the earliest occurrence of the events detailed in clause 5.4.

Cancellation Notice

If You wish to cancel the Agreement You must do so in writing and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if You want to but You do not have to. **COMPLETE, DETACH AND RETURN THIS FORM ONLY IF YOU WISH TO CANCEL THIS AGREEMENT.**

To: YOUR MOVE Of [insert Branch]

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel

My/Our (delete as appropriate) Agreement reference number

I/We (delete as appropriate) understand that I/We (delete as appropriate) may be liable for the expenses/fees as outlined within the Agreement.

Signed Signed

Name(s) & Address

Date



Standard Terms and Conditions continued on Page 4 >>

Part 3. Conveyancing Instruction

By completing Part 3 of this form and signing below You are instructing Us to instruct the Law Firm (detailed below) to provide You with conveyancing services in relation to the sale of Your Property.

Where We have agreed to supply You with a HR, We have negotiated the fee scale opposite with a panel of law firms for conveyancing services:

You may also be liable for some additional charges/disbursements. Please see Part 5 on page 4 for details. In the event of additional legal work/disbursements being required that are not included in the standard legal fee, You will be notified by the Law Firm in advance. The list in part 5 is not exhaustive, it merely sets out examples of additional fees/disbursements.

YOUR MOVE Network promotes a panel of law firms (which includes solicitors' practices and licensed conveyancing firms) who have been carefully selected to provide conveyancing services, which may be offered to both parties in a transaction and for which YOUR MOVE Network will receive a fee. Details of the fee and a list of panel firms is available on request and are being confirmed in writing under separate cover.

The Law Firm to whom YOUR MOVE Network may refer You to is an independent professional from whom You will receive impartial and confidential advice. You are free to choose another law firm if You so wish. The Law Firm will provide the conveyancing services and YOUR MOVE Network is not liable for their actions or omissions.

Conveyancing Instruction (complete relevant boxes)

I/We agree that YOUR MOVE may pass on My/Our details as above to: **GILSON GRAY** What is your Tenure of your Property? **FREEHOLD**

Marketing price of the Property: £ **80,000** The fee will be: £ **499** VAT: £ **99.80** Total: £ **598.80**

Will there be an onward purchase? Yes No

You are liable to pay the conveyancing fee direct to the Law Firm upon missives being concluded for the sale/purchase. In the event that missives are not concluded on the sale/purchase You will only be liable for any disbursements incurred by the Law Firm on Your behalf together with any Fees that are payable to Us in accordance with Part 2 and Part 4 of this Agreement.

Important - Use of Your information

You have a right to receive a copy of the information We hold about You if You apply to Us or CPS, as appropriate, in writing. A fee will be payable.

General Terms

By signing this Agreement, You accept responsibility to pay the Fee and any other costs or charges agreed by Yourself and Us or referred to in this Agreement. You are telling Us that You are agreeing to this Agreement on behalf of all owners of the Property including Yourself. Please note that by signing this Agreement, You are personally, and where You have signed on behalf of someone else, Jointly and Severally, liable for the Fees and any other costs/charges agreed and incurred by Us or Our Agents on Your behalf or referred to in this Agreement.

Option B is not available to You if You have ever been adjudged bankrupt and You are only permitted to have onHR fee deferred with YOUR MOVE at any one time. Where You have opted for Option B, by signing this Agreement You confirm that You do not have any adverse credit history involving bankruptcy.

See Clause 5 for further details relating to repayment provisions and Your right to cancel the deferred fee arrangement. Once the HR and Marketing Services are ordered they cannot be cancelled, subject to The Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008. The £50 facility fee is not refundable in the event that You cancel the deferred fee arrangement.

Single Survey & Energy Report - Acting as Your agent, We will instruct a surveyor to produce a Single Survey and an Energy Report for inclusion in the HR. Please see clause 4 overleaf. By signing this Agreement You confirm receipt of the surveyor's standard terms and conditions of business.

Was this Agreement signed away from a YOUR MOVE office in the presence of a YOUR MOVE employee? Yes (please see The Notice of the Right to Cancel on page 3) No (The Notice of the Right to Cancel on page 3 does not apply). Where You have ticked Yes above and signed this Agreement You are hereby authorizing Us to immediately start performing this Agreement and in the event You exercise the right to cancel under The Notice of the Right to Cancel on page 3, You will be liable for reasonable expenses We incur before the cancellation.

Signed (by client 1) **Kerith D. Gray** Date **13.2.18** Signed (by client 2) **[Signature]** Date **13/2/18**
Signed **W. Robertson** Date **13/2/18**
(for and on behalf of YOUR MOVE and, if a Finance Agreement has been entered into, CPS)

Part 4. Standard Terms and Conditions

1. Definitions

1.1. In this Agreement the following words have the meanings outlined below:

'Act' means Housing (Scotland) Act 2006.

'Agreement' means the HR order, the Conveyancing Instruction Form, the Finance Agreement and these standard terms and conditions.

'DEA' means a domestic energy assessor,

'Energy Report' means an assessment by a surveyor of the energy efficiency of the Property and its environmental impact.

'Estate Agency Agreement' means the estate agency agreement made between You and Us or You and a YOUR MOVE Franchisee (where applicable) to market and sell the Property.

'Fee' means the fees specified in Part 2 plus vat together with any additional costs or charges that We may incur on Your behalf.

'Generic Mortgage Valuation Report' means an assessment by a surveyor of the valuation of the Property.

'HR' means the pack containing details relating to the Property as required by the Act.

'Joint and Several' means that You are personally liable to pay the Fee even if You have signed this Agreement on behalf of Yourself and any other owner(s) of the Property. We have the right to choose from which owner(s) of the Property We recover the Fee.

'Law Firm' means a law firm included in Our panel and who We nominate to handle the sale of the Property.

'Marketing Fee' means the fee You agree to pay Us or the YOUR MOVE Franchisee (where applicable) for marketing services.

'Marketing Services' means marketing services relating to the sale of the Property.

'Property' means the Property being offered for sale as specified in Part 1.

'Property Questionnaire' means the questionnaire to be included in the HR which You must complete.

'Single Survey' means an assessment by a surveyor of the condition of the Property, a valuation and an accessibility audit for people with particular needs.

'Us', 'Our', 'We' or 'YOUR MOVE' means your-move.co.uk Limited.

'Working Day' means any day(s) between Monday and Friday inclusive, excluding public holidays in Scotland..

'You', 'Your' or 'Yourself' means the Seller(s) of the Property as set out in Part 1.

'YOUR MOVE' means your-move.co.uk Limited

'YOUR MOVE Group' means any company that falls within the YOUR MOVE group of companies from time to time whose ultimate parent company is LSL Property Services plc or any successor thereto.

'YOUR MOVE Franchisee' means an independently owned and operated business operating under a licence from YOUR MOVE.

'YOUR MOVE Network' means YOUR MOVE and the network of branches operated by YOUR MOVE Franchisees.

2. Conveyancing Instruction (Part 3)

2.1. Subject to 2.2 below, by completing Part 3 (Conveyancing Instruction) and signing this Agreement, You are instructing Us (or where applicable the YOUR MOVE Franchisee) to instruct the Law Firm (identified in Part 3) to provide You with conveyancing services and to assist You with the completion of the Property Questionnaire. You are responsible for the completion of the Property Questionnaire.

2.2. This instruction is subject to the Law Firm agreeing to act on Your behalf.

2.3. If You have any concerns about the service that You receive from the Law Firm You must refer to the Law Firm's complaints procedures. Details will be given in the Law Firm's engagement letter. This will also confirm the fee YOUR MOVE will receive from the Law Firm for promoting their services. This fee is paid by the Law Firm on conclusion of missives.

3. HR Order (Part 2)

3.1. By completing Part 2 (HR Order) and signing this Agreement, You are instructing Us to compile and supply to You a HR which relates to the Property.

3.2. We will send You a copy of the HR for review. You must advise Us of any inaccuracies in the HR and of any matters that may affect the sale of the Property.

3.3. The YOUR MOVE Network Branch will make the HR available to potential genuine buyers relating to the Property and in accordance with Your instructions.

3.4. Subject to the requirements of "The Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008," there is no cancellation period in relation to the supply of the HR or the Marketing Services. Once the Agreement has been signed by You, You will be liable to pay the Fees in accordance with the provisions of Clause 5.

4. The Single Survey and the Energy Report

4.1. Acting as Your agent We will instruct a surveyor to produce a Single Survey, a Generic Mortgage Valuation Report and an Energy Report for inclusion in the HR.

4.2 The Surveyor may be employed by a member of the YOUR MOVE Group or a third party. We will pass Your details on to the surveyor and they will contact You directly to arrange an appointment to visit the Property. The services supplied by the surveyor will be subject to their standard terms and conditions and a copy of this will be provided to You prior to the commencement of this Agreement.

5. Payment of Fees

5.1. You agree to pay the Fees in accordance with the provisions set out in this clause 5.

Option A HR - pay now

(a) Where You have chosen Option A, You will pay the Fees on signing this Agreement.

Option B - deferred payment options (Finance Agreements)

(b) Where You have elected to pay the Fee by using a deferred payment option (Option B) you will continue to be liable to Us and (where applicable) the YOUR MOVE Franchisee for the Fee until payment has been made to Us if required.

5.2. Following the commencement of this Agreement, You will supply Us/Our Agent with Your credit/debit card details and bank account details and in the event that one of the events listed in clause 5.4 occurs we will be authorised to use such credit/debit card or bank account details to deduct the Fee together with any other charges due from Your account. On the signing of this Agreement the facility fee of £50 will be become due and will be deducted directly from Your credit/debit card details.

5.3. You must notify Us of any changes to Your personal details and when any of the events listed in 5.4 occur. In the event that You fail to do this You may be liable for additional charges that We may incur in recovering the Fee from You. Notifications can be made by e-mail to homereports@your-move.co.uk

Notice of the right to cancel

Where this Agreement was signed away from Our offices in the presence of a YOUR MOVE employee You have the right under "The Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008" to cancel this Agreement within 7 days starting from when You sign this Agreement. You may exercise this right to cancel if You wish by delivering or sending the attached Cancellation Form to YOUR MOVE Administration Centre, 2 King Street, Bathgate, Scotland, EH48 1AX. You can also cancel this Agreement by sending a message by e-mail to homereports@your-move.co.uk at any time within the 7 days. Any cancellation notice You send Us will be deemed to have been given as soon as it is posted or, if sent by e-mail, from the day it is sent.

Performance of the Agreement. You hereby authorise Us (and where applicable the YOUR MOVE Franchisee) to immediately begin preparing the Home Report and (where applicable) the Marketing Services. Should You exercise the right to cancel the Agreement You will be liable for all reasonable expenses incurred before cancellation. Should a Home Report be prepared or issued or the Marketing Services be delivered prior to cancellation all or part of the Home Report Fee and the Marketing Fee would be due, notwithstanding that cancellation took place.

If You wish to cancel You may use the cancellation form provided if You want to but You do not have to. Please note that the facility fee payable on signing this Agreement for fee option B is non refundable.

On signing of this Agreement, We will instruct a third party to produce the Single Survey and the Energy Report. If You cancel this Agreement, this instruction will also be cancelled and You may be liable to reasonable expenses incurred by the surveyor prior to cancellation. Please see the third party's terms and conditions for further details.



HMRC Money Laundering Regulations 2007

Beneficial Owner Verification Record

Branch Name	MONTROSE Y GEORGE SANGSTER MATTHEW
Seller Name	MR KENNETH TROUP (P.O.A FOR ELIZA ANN MATTHEW)
Property Address	LINDALE, FINDOWRIE, BRECHIN, DD9 6RF

Section A

Please name all legal owners of the property.	ELIZA ANN MATTHEW
Are there other parties with a vested interest in the property?	No
Can you provide documentation to prove ownership?	No
If you are not the legal owner, in what capacity are you selling the property? i.e. POA, Executor	POWER OF ATTORNEY FOR ELIZA ANN MATTHEW

Customer Name: KENNETH D TROUP	Signature & Date: Kenneth D Troup 13.2.18
Customer Name: G MATTHEW	Signature & Date: G Matthew 13/2/18
Signed on Behalf of Your Move: W Robetson	Date: 13/2/18

Section B – Additional Information

How long has the client lived at the address?	E.A. MATTHEW 42 YEARS	Has the property been known as any other name?	2 COUNCIL HOUSES FINDOWRIE
Was the property built pre/post 1993?	pre	Has street name or postcode ever been changed?	No
Did you/other family member inherit the property?	No	What is the correct flat/block number?	/