



**GOLDEN EAGLE  
INTERNATIONAL LIMITED**  
PROPERTY INVESTMENT AND DEVELOPMENT

Tel: +44 (0)20 7495 4422  
Fax: +44 (0)20 7495 1365  
10 Portman Street, London W1H 6DZ

Dear,

### Terms

#### Tenure

We confirm that you have advised us that the property has a remaining leasehold title with approximately      years remaining.

#### Ground Rent

We confirm that you have advised us that the ground rent amounts to £..... per annum.

#### Service Charge

We confirm that you have advised us that the current service charge amounts to approximately £..... per annum.

#### Planning

Unless you advise us to the contrary, we assume that any alterations or extensions to the property that may have been carried out have been completed with all necessary permissions from the Local Authority and/or Landlords and/or Freeholders and/or any other bodies, trusts or institutions who are relevant to the property.

#### Council Tax

We confirm that you have advised us that the property is situated in the borough of Westminster. Would you please advise us what council tax band your property falls under.

#### The Price

We confirm your instructions to offer the property for sale quoting a price of £2,000,000 subject to contract, to include curtains, carpets and kitchen equipment.

#### Marketing

Initially, from receipt of your confirmed instructions, the property will be offered to all suitable applicants on our extensive database on the basis that the property is shortly to be offered openly in the market and that they have an opportunity to pre-empt a formal marketing campaign. Experience has taught us that some purchasers are prepared to pay a full price to secure a property away from a competitive market.



At the same time we will prepare illustrated sales particulars and place advertising in local, national and international press as necessary. A detailed summary of our marketing activities are listed below.

### **Photographs and Sales Particulars**

We will shortly be preparing sales particulars incorporating colour photographs, which will be circulated to all suitable applicants.

### **Advertising and Promotional Costs**

In the event that you withdraw the property from the market prior to the end of our agency agreement you agree that you will reimburse us for all advertising and promotional costs to a maximum of £500.00.

### **Viewing**

All appointments to view will be made by prior appointment where the property is occupied and a member of Golden Eagle will accompany all applicants wishing to inspect the property whenever possible.

### **Solicitors and Legal Preparations for the Sale**

In order to maintain the impetus of the sale once terms have been agreed and to avoid the risk of prospective purchasers questioning any of the facts and statements made in our particulars, we ask that you instruct your solicitor to make arrangements so that when a purchaser is found they are able to provide all necessary documentation to enable a sale to proceed without delay.

Perhaps you would be so kind as to let us know the name of the solicitors who will be acting for you in this instance.

### **Fees**

For a joint sole agency instruction, you will be liable to pay total remuneration to us, in addition to any other costs or charges agreed, at a rate of 2.5% of the sale price (to include any amount apportioned for furniture, fixtures and fittings) plus VAT. Based upon asking price this will amount to a total of £ plus VAT. If the sale price is higher or lower than the asking price then the fee will be correspondingly higher and lower.

In the event that the instruction becomes a multiple agency, you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, at the rate of 3% of the sale price (to include any amount apportioned for fixtures and fittings) plus VAT. Based upon asking price this will amount to a total of £ plus VAT. If the sale price is higher or lower than the asking price then the fee will be correspondingly higher and lower.



## Sub Agents

As is customary, and to ensure as wide a coverage of the market as possible, we reserve the right to sub-instruct a limited number of agents on a commission sharing basis.

## Estate Agents Act 1979

In order to conform with the requirements of the Estate Agents Act, we enclose a sheet setting out our standard Terms of Business, which should be read in conjunction with and as amended by this letter. Collectively, these will form the basis of the contract between Kay & Co. and you. Having satisfied yourself that these are terms under which you wish to instruct us, would you please sign the additional copy of this letter and return it to us in the stamped addressed envelope.

We are required to ensure that our standard terms are fully understood and accepted. Consequently if you do not understand (or do not wish to accept) any of our terms, please tell us and we shall be very pleased to discuss them with you. By signing our Terms of Business it is assumed that you accept the terms and the fact that they are reasonable.

## Money Laundering Regulations 2003

New Money Laundering Regulations, impose a legislative obligation upon Estate Agents to confirm the identity and address of all our clients.

You will therefore need to arrange to attend our office with the following personal documentation as evidence of your identity:

1. Current Passport or Current Photo-Card Driving License
2. AND a recent bank statement or household utility bill

## The Property Misdescriptions Act 1991

Under this legislation we are required to check all information we pass on to prospective purchasers.

It is therefore essential that we be given the name of your solicitor in order that we may confirm details of the tenure.

We will also be sending you copies of our draft particulars in order that you can verify that there are no inadvertent errors contained therein.

Yours sincerely

Paul Siha

Golden Eagle International



**E-mail: [info@golden-eagle.co.uk](mailto:info@golden-eagle.co.uk) [www.golden-eagle.co.uk](http://www.golden-eagle.co.uk)**  
Registered in England No. 2601888 Registered Office 346C High Street, Chatham, Kent, Me4 4NP



Enc. Terms of Business

I/we acknowledge receipt of Golden Eagle's Terms of Business leaflet attached and confirm acceptance of these terms and conditions in conjunction with the contents of this letter.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

(Please sign and print name)

