

Chadwells Terms & Conditions of Business

This is an agency agreement between:

Chadwells Estate Agents & ~~Mr James~~ and Mrs Kelly Scott

For the sale of: **53 Beacon View Ollerton NG22 9WE**

A Sales fee of £500 plus VAT (minimum fee £1500 plus VAT) which will be charged upon completion of the sale, if earned under the terms of the contract.

The property will be marketed at an initial asking price of: £77,500

Please note: The asking price is not a valuation but a figure for marketing purposes

1. Agreement Type:

We will act on a basis (unless otherwise stated.)

2. Premier 8 Point Service Plan:

- ☒ FREE Right Move Advertising
- ☒ FREE Zoopla Advertising
- ☒ FREE Full Colour, Glossy Brochure
- ☒ FREE Social Media Campaign
- ☒ FREE Floor Plan
- ☒ INCLUDED Accompanied Viewings
- ☒ INCLUDED Two-Wkly Property Performance Report
- ☒ FREE Professional Property Photography ~~EPC £100~~ 6-2-35

Energy Performance Certificates are needed whenever a property is built, sold or rented. It is a legal requirement of which the Seller is responsible to fulfil or a fine of up to £200 can be imposed.

3. Type of Agency:

Sole Agency: Where the Agent acts on the Seller's behalf as a sole agent, the Seller will be liable to pay remuneration to the Agent, in addition to any other costs or charges agreed, if at any time unconditional contracts for sale of the property are exchanged with a Buyer introduced by the Agent during the period of their sole agency or with whom the Agent has had negotiations about the property during that period, or with a Buyer introduced by another agent or by any other person including yourself (during that period).

Double Commission Warning: If any other agent introduces a Buyer to the Seller during the period of the sole agency agreement, this will be regarded as an introduction by the Agent and the Seller will have to pay the Agent's agreed fee, as well as the other agent.

4. Termination of Agency

Agreement:

You have a 14-day cooling off period from the first day of signing this agreement. To terminate this agreement either party must give 14 days' written notice.

You will be liable to our full sales fee (plus Vat) as detailed on page one of this contract, if a ready, willing, and able buyer is introduced by us and terms are agreed for the sale of the property, in accordance with your instructions, but you withdraw the property from Chadwells and unconditional contracts for sale are not exchanged (for whatever reason). *A 'purchaser' is ready, willing, and able to purchase if they are prepared and are able to exchange unconditional contracts for the purchase of the property.*

A marketing fee of £350 + VAT will be levied for Chadwells marketing services should the property be withdrawn, unsold, within 12 Weeks of the original listing date or sold through any other means. If Chadwells introduce a client to potentially purchase your property, and should the purchase not proceed through Chadwells, but subsequently the client purchases your property within nine months from the initial viewing appointment, then Chadwells will be entitled to the sales fee (plus VAT), detailed on page one of this contract.

5. For Sale' Board:

The Agent asks permission to erect a display board at the property to assist in the marketing of the property. Any such boards comply with Town and Country Planning (Control of Advertisements) Regulations 1987, as amended. The Seller consents that the Agent may erect a 'For Sale' board at the property. The Agent accepts liability for any claim arising under these Regulations in connection with the board unless the action arises as a result of a further board being put up by another agent.

6. Fees:

The cost quoted for selling your property comprises; a 0.5% (plus VAT) admin fee and 0.5% selling commission (plus VAT). Fees are payable as a result of the circumstances outlined in general condition 2 above. Fees are due upon completion of the sale. Responsibility for the payment of these fees remain with the Seller named above. When the property is in joint names both sellers are jointly & severally responsible for payment of fees. The agent will be able to claim the agreed commission for a period of six (6) months after expiry of the sole agency agreement, if a Buyer, introduced during the sole agency period, goes on to purchase the property within six (6) months of expiry of this agreement. Should all, or part, of our due commission or fees remain unpaid for more than 14 working days after the completion date, the outstanding balance will bear interest at a rate of 3% above the Lloyds PLC base rate from the due date until payment is made in full. Under the terms &

conditions of this agreement, the Sellers are obliged to meet the payment terms.

7. Instructions withdrawn or terminated after a sale

has been agreed

In the event of an instruction being withdrawn or terminated after a sale has been agreed, Chadwells reserve the right to charge the sales fee if a 'ready, willing and able purchaser' is introduced by us in accordance with your instructions, but you subsequently withdraw, for whatever reason, and unconditional contracts are not exchanged. A purchaser is deemed 'ready, willing and able' if they are prepared and able to exchange unconditional contracts for the purchase of the property.

8. Expenses:

An agreement may be reached between Chadwells and yourself(ves) regarding additional expenses to be incurred by ourselves in the marketing and promotion of your property. In these circumstances an invoice will be issued and payable within 14 days of the invoice.

9. Offers:

The Agent will, promptly and accurately, forward all offers received from potential Buyers at any time up until contracts have been exchanged, unless the offer is of an amount or type which the seller has specifically instructed the Agent, in writing, not to pass on. A written or computerised record of all offers received will be kept (including the date & time such offers were received and the Seller's response). This record will be available to the Seller upon request.

It is required that should an offer be agreed privately, or via another Estate Agent, the seller must disclose to Chadwells the identity of the purchaser prior to exchange of contracts.

10. Access to Premises:

If the Agent holds the keys to the property, the Agent must accompany any viewings of that property, unless the Agent and Seller agree otherwise in writing. If the Agent is arranging for someone to view an occupied property, the Agent must agree the arrangements with the occupier beforehand. If access to the property is required by a person on behalf of the Buyer (e.g., Surveyor, Tradesman), and the Agent is unable to accompany that person, this must be made clear to the Seller beforehand & his express permission obtained.

11. Referral Quotation:

Chadwells will request a quotation from our chosen Conveyancing Solicitors on your behalf. You are under NO Obligation to proceed with this service.

12. Disclosure Requirements:

Under the Estate Agents Act 1979, Agents must disclose whether they have a personal interest in the property. Consumer Protection from Unfair Trading Regulations:

The Agent will take all reasonable steps to make sure that all statements about the property, whether written or oral, are accurate and not misleading. The written Sales Particulars must be sent to the Seller for them to confirm that the details are accurate. If there are any material changes to your property description whilst we are marketing it, it is your responsibility to advise us of these changes in writing.

13. Discrimination:

The Agent will not discriminate against any person under the definitions of the Sex Discrimination Act 1975 or the Race Relation Act 1976. The Agent will not discriminate or threaten to discriminate against any prospective Buyer of the Seller's property because that person refuses to agree that the Agent will (directly or indirectly) provide services to them. Discrimination includes:

Failing to tell the client of an offer to buy the property
Telling the client of an offer less quickly than other offers that have been received
Misrepresenting the nature of the offer or that of rival offers.

14. Code of Conduct:

We are a member of The Property Redress Scheme and have agreed to abide by its code of good conduct. We operate our business in an efficient, professional, and courteous manner. Should you be dissatisfied with any aspect of our service, please let us know and we will do our utmost to rectify the situation to your satisfaction. Should you still not be satisfied with the outcome, The Property Redress Scheme complaints procedure can be found at www.tprs.co.uk. In accordance with Money Laundering Regulations 2007, Chadwells are required to carry out checks on Seller identity. We will require your passport or driving license and proof of address (dated within 3 months). All documents will be returned upon successful completion of scanned copies.

15. In accordance with the General Data Protection Regulation (GDPR),

we have implemented this privacy notice to inform you, as a vendor instructing Chadwells, of the types of data we process about you. We also include within this notice the reasons for processing your data, the lawful basis that permits us to process it, how long we keep your data for and your rights regarding your data.

DATA PROTECTION PRINCIPLES

Under GDPR, all personal data obtained and held by us must be processed according to a set of core principles. In accordance with these principles,

we will ensure that:

- A) processing is fair, lawful, and transparent
- B) data is collected for specific, explicit, and legitimate purposes
- C) data collected is adequate, relevant, and limited to what is necessary for the purposes of processing
- D) data is kept accurate and up to date.
- E) Data which is found to be inaccurate will be rectified or erased without delay
- F) data is not kept for longer than is necessary for its given purpose
- G) data is processed in a manner that ensures appropriate security of personal data including protection against unauthorised or unlawful processing, accidental loss, destruction, or damage by using appropriate technical or organisation measures
- H) we comply with the relevant GDPR procedures for international transferring of personal data

TYPES OF DATA HELD

We keep several categories of personal data on our tenants in order to carry out effective and efficient processes. We keep this data in files relating to each vendor/property and we also hold the data within our computer systems, for example, vendor logs. Specifically, we hold the following types of data:

- A) Personal details such as name, address, phone numbers.
- B) Proof of I.D. and address

COLLECTING YOUR DATA

You provide several pieces of data to us directly during the instruction process. Most commonly, we will process special categories of data when the following applies:

- A) You have given explicit consent to the processing
- B) we must process the data in order to carry out our legal obligations
- C) We must process data for reasons of substantial public interest
- D) You have already made the data public.

FAILURE TO PROVIDE DATA

Your failure to provide us with data may mean that we are unable to fulfil our requirements for a property sale.

WHO WE SHARE YOUR DATA WITH

Data is shared with third parties for the following reasons: to enable contact to agree appointments to conduct any necessary work or assessments at your property eg EPC certification. We may also share your data with third parties as part of a Company sale or restructure, or for other reasons to comply with a legal obligation upon us. We have a data processing agreement in place with such third parties to ensure data is not compromised. Third parties must implement appropriate technical and organisational measures to ensure the security of your data. We do not share your data with bodies outside of the European Economic Area.

PROTECTING YOUR DATA

We are aware of the requirement to ensure your data is protected against accidental loss or disclosure, destruction, and abuse. We have implemented processes to guard against such.

RETENTION PERIODS

We only keep your data for as long as we need it for.

YOUR RIGHTS

You have the following rights in relation to the personal data we hold on you:

- A) the right to be informed about the data we hold on you and what we do with it;
- B) the right of access to the data we hold on you. We operate a separate Subject Access Request policy and all such requests will be dealt with accordingly;
- C) the right for any inaccuracies in the data we hold on you, however they come to light, to be corrected. This is also known as 'rectification';
- D) the right to have data deleted in **certain** circumstances. This is also known as 'erasure';
- E) the right to restrict the processing of the data;
- F) the right to transfer **the data we hold on you to another party**. This is also known as 'portability';

If you wish to exercise any of the rights explained above, please contact Rosalyn Gombos or Lisa McMyler at Chadwells.

MAKING A COMPLAINT

If you think your data rights have been breached, you are able to raise a complaint with the Office of the Data Protection Commissioner.

DATA PROTECTION COMPLIANCE

Our Data Protection Officer's are:

Rosalyn Gombos and Lisa McMyler

Tel: 01623 861 861

16. Anti-Money Laundering

To be completed by Chadwells representative

Vendor 1: Kelly Marie Scott

Evidence of Name (Tick one box):

- ☒ Current, Full, Signed Passport
- ☐ Current UK/EU photo Driving License

Evidence of Address (Tick one box):

- ☒ Current UK/EU photo Driving License
- ☐ Current Local Authority Tax Bill
- ☐ Most recent Bank/Building Society/Mortgage Statement
- ☐ Utility Bill (not mobile)

General risk assessment:

- ☐ Simple
- ☒ Enhanced

Vendor 2: Name _____

Evidence of Name (Tick one box):

- ☐ Current, Full, Signed Passport
- ☐ Current UK/EU photo Driving License

Evidence of Address (Tick one box):

- ☐ Current UK/EU photo Driving License
- ☐ Current Local Authority Tax Bill
- ☐ Most recent Bank/Building Society/Mortgage Statement
- ☐ Utility Bill (not mobile)

General risk assessment:

- ☐ Simple
- ☐ Enhanced

Initial here

17. Fourteen Day Waiver

I Mr James and Mrs Kelly Scott
hereby confirm that I

☒ wish

☐ do not wish

to waiver my 14-day cooling off period in order that
Chadwells can immediately begin the marketing process for
my property.

18. Property Information

Is your property:

☒ Leasehold

☐ Freehold (if your property is freehold, please go to
number 19.)

Additional Information for Leasehold Properties

What is the name of the person or organisation to whom
you pay:

A) Ground Rent?

B) Service Charges (if different from above)

How much is your current ground rent?

£

How much is your current annual service charge?

£

What was the original length of the lease?

When was your lease granted?

Year:

Does the lease prevent you from:

A) Sub-letting?

☐ Yes

☐ No

B) Keeping pets?

☐ Yes

☐ No

Does the lease allow you to:

☐ Use a car park? £

☐ Use a parking space adjacent the property? £

☐ Have access to communal gardens? £

If so, add above, the additional cost (if any) per annum?

19. General Information

Is your property a listed building or contained within a listed
building?

☐ Yes

☐ No

☐ Don't Know

What parking arrangements exist at your property?

☐ Garage

☒ Allocated parking space

☐ Driveway

☐ On street

☐ Resident permit

☐ Metered parking

☐ Shared parking

☐ Shared driveway

☐ Other (please specify)

Is there central heating at your property?

☒ Yes

☐ No

If 'yes' please give details of the type of central heating
system?

kitchen-combi.

last cert 2.17.74.

Initial here

Have you carried out any structural alterations, additions or extensions (eg provision of an extra bedroom or bathroom) to this property?

- ☐ Yes
☐ No
☐ Don't Know

If 'yes', please give details:

Was building regulation approval obtained?

- ☐ Yes
☐ No
☐ Don't know

Was planning permission obtained?

- ☐ Yes
☐ No
☐ Don't Know

Was 'listed building' consent obtained?

- ☐ Yes
☒ No
☐ Don't Know

Do you have access through any neighbouring homes, buildings, or land?

- ☐ Yes
☒ No
☐ Don't Know

Does any other person have right of access through your property?

- ☐ Yes

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- ☒ No
☐ Don't Know

I/We confirm that I/we are the legal owners of the property **53 Beacon View**

Ollerton NG22 9WE

and wish to instruct **Chadwells Estate Agents** to sell our property.

In the event of a sale being secured, I/we agree to accept the appropriate fees and charges as detailed within this document.

Signed (1) *K Scott*

Name: *K. Scott*

Date: *26/11/25*

Signed (2)

Name

Date

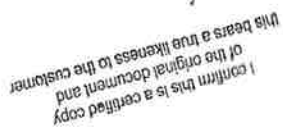
Signed By Chadwells Representative

Name:

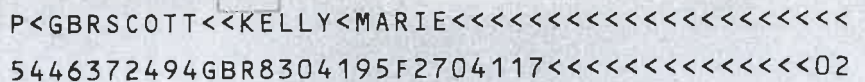
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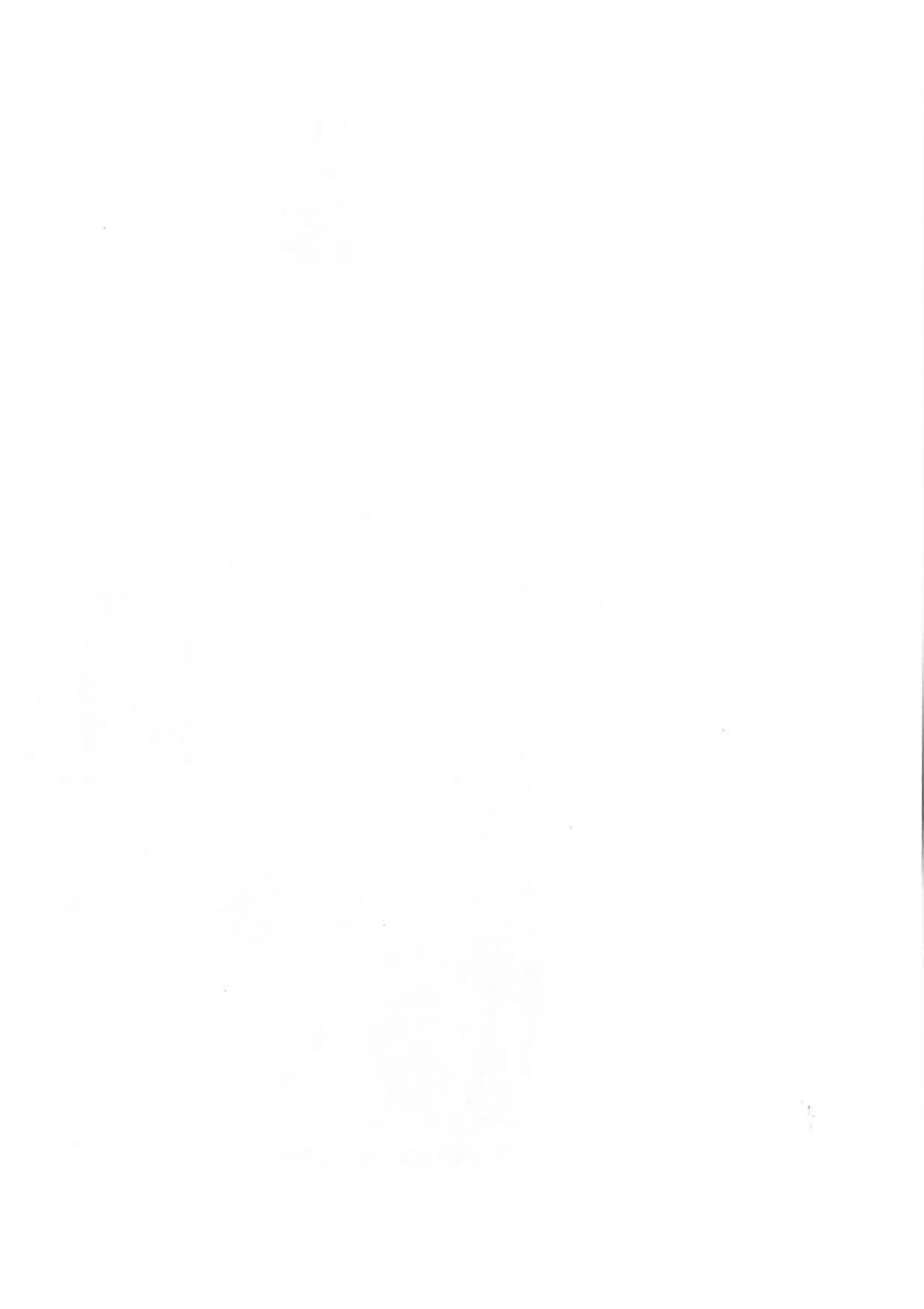
Date

26/11/25



26/11/25





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3 officers / 2 resignations

SCOTT, Kelly Marie

Correspondence address

6 The Terrace, Rugby Road, Lutterworth, England, LE17 4BW

Role Active **Director**

Date of birth **April 1983**

Appointed on **3 April 2025**

Nationality **British**

Country of residence **England**

Identity verification due **23 April 2026**

SCOTT, James Edward

Correspondence address

6 The Terrace, Rugby Road, Lutterworth, England, LE17 4BW

Role Resigned **Director**

Date of birth **October 1980**

Appointed on **18 June 2019**

Resigned on **3 April 2025**

Nationality **British**

Country of residence **England**

SCOTT, Nicola

Correspondence address**1 Nottingham Lane, Riddings, Alferton, Derbyshire, United Kingdom,
DE55 4BT****Role Resigned Director****Date of birth July 1954****Appointed on 25 May 2017****Resigned on 18 June 2019****Nationality British****Country of residence United Kingdom**

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