

Framework Agreement (Sourcing and Listing of Stock)

Commencement Date

Parties

(1) My Property Listing, a company incorporated under the laws of England and Wales (registered number: 14829661) whose registered office is at 34 Maidstone Road, Borough Green, Sevenoaks, TN15 8BD (“MPL”);

(2) [], a company incorporated under the laws of England and Wales (registered number: []) whose registered office is at [] (the “Agent”).

Fee

() (incl. of VAT) of the sale fee received from selling the Property, or any other residential building or dwelling introduced to MPL by the Agent, payable at completion of the sale if the sale takes place at any time within 12 months after the termination of this Agreement.

Declaration

As a director/proprietor/partner or authorised representative of the Agent, you confirm that you have received, read and agreed, and are authorised to agree, to our terms and conditions attached. These terms and conditions, together with the definition of the Fee above, set out the legal terms that will govern our relationship with the Agent (the “Agreement”). You confirm that each Property to be listed on the Platform has been secured by the Agent and that all Regulatory Checks have been undertaken by the Agent on the Seller. You acknowledge that this form has been signed electronically and such electronic signature shall constitute valid acceptance of this form and of our terms and conditions.

Signed for and on behalf of the Agent		Signed for and on behalf of My Property Listing	
Signed:		Signed:	
Name:		Name:	Thomas Lloyd
Title:		Title:	Chief Executive Officer
Date:		Date:	

Terms and conditions

1. Definitions

1.1. In this Agreement the words below have the meanings next to them unless the context requires otherwise:

“**Buyer**” means any purchaser or prospective purchaser of a Property (including their subsidiaries, affiliates, agents, joint venture partners or other related parties) introduced to the Agent by MPL

“**Data Protection Legislation**” means all applicable laws and regulations relating to the security, protection or privacy of Personal Data, as amended or re-enacted from time to time, including (to the extent applicable) the European General Data Protection Regulation, namely Regulation (EU) 2016/679 (“**GDPR**”)

“**Instruction**” means an instruction provided by the Agent to MPL in accordance with this Agreement, which details the Property to be listed on the Platform, which is accepted in writing by MPL

“**Intellectual Property Rights**” means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action)

“**Listing**” means the description of a Property, comprising all or some of the Listing Requirements, as published on the Platform

“**Listing Requirements**” means the following information and documents to be provided by the Agent to MPL in respect of each Instruction:

- written confirmation that the Agent has performed the Regulatory Checks on the Seller;
- location and full address of the Property;
- description of the Property, including the number of rooms and type of rooms;
- external and internal photography of the Property;
- floor plans of the Property including rooms dimensions;
- the gross internal area of the Property;
- the marketing description of the Property;
- the marketing price for the Property at or above which the Seller would be willing to sell the Property;
- copy of a valid Energy Performance Certificate for the Property;
- details and costs of any ground rent and/or service charges associated with the Property;
- any material information which the Agent is obliged to provide to the average consumer under the Consumer Protection from Unfair Trading Regulations Act 2008 in order to help the consumer make an informed decision (for example, whether the Property has Japanese

knotweed or if there are any structural issues with the Property); and

- if the Property is tenanted, the type of tenancy, remaining term, current tenancy occupation dates, a copy of the tenancy agreement, the current rent and whether there are any rental arrears; or if the Property is not tenanted, the estimated rental value with supporting evidence.

“**Offer**” means an offer made by a Buyer to purchase a Property

“**Personal Data**” has the meaning set out in the Data Protection Legislation

“**Platform**” means the website at www.MPLproperty.com and its associated webpages

“**Property**” means a residential building (including a portfolio of residential buildings or a residential building comprising multiple residential dwellings) in England, Wales or Northern Ireland, which is to be marketed on the Platform and which may constitute the associated freeholds, leaseholds, shares in or assets of a body corporate owning the residential building

“**Security Incident**” means the unlawful or unauthorised processing of Personal Data or any other security incident affecting the Personal Data (including (without limitation) a personal data breach as defined in the GDPR)

“**Seller**” means the person that owns the relevant Property and/or has the legal right to sell it and has entered into a binding arrangement with the Agent to market the Property for sale

“**Services**” means the listing of a Property for sale on the Platform by MPL, and other ancillary services as set out in this Agreement

“**Terms of Use**” means the terms of use that apply to users of and registered account holders on the Platform, as published from time to time on the Platform and accessible at <https://www.MPLproperty.com/content/terms-and-conditions>

1.2. In this Agreement:

- 1.2.1. all headings are for convenience, have no legal effect and should be ignored when interpreting this Agreement;
- 1.2.2. the words include, including and in particular do not limit the generality of any preceding words;
- 1.2.3. any reference to writing or written includes emails;
- 1.2.4. any reference to the singular includes the plural and vice versa;
- 1.2.5. any reference to person includes any body corporate, unincorporated association, partnership or any other legal entity; and
- 1.2.6. any reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2. Instructions

2.1. Each proposed Instruction submitted by the Agent to MPL constitutes an offer by the Agent to purchase the Services in accordance with this

Agreement and shall only be deemed to be accepted and binding on the parties when MPL issues a written acceptance of the Instruction to the Agent.

- 2.2. The terms of this Agreement shall apply to, and be incorporated into, each Instruction, to the exclusion of any other terms or conditions contained in or referred to in any other document, communication or correspondence from the Agent, any other terms and conditions or implied by trade, custom or practice, course of dealing or otherwise.

3. Agent's obligations and responsibilities

- 3.1. For each Instruction, the Agent will provide the information set out in the Listing Requirements for the relevant Property together with such additional information relating to the Property that may be reasonably requested by MPL from time to time.
- 3.2. The Agent shall perform, and provide written confirmation to MPL that all money laundering checks (including but not limited to, proof of ownership of the Property and identity checks) required by law (the "Regulatory Checks") have been successfully completed on the Seller of the Property prior to MPL listing the Property on the Platform.
- 3.3. The Agent shall perform all Regulatory Checks on the Buyer of the Property prior to the exchange of contracts.
- 3.4. By submitting the information and documents referred to in Clause 3.1, the Agent warrants that:
- 3.4.1. the information and documents provided to MPL are complete and accurate in all material respects and it authorises MPL to publish them on the Platform. The Agent will promptly notify MPL if there any changes or amendments to any of the information provided whilst the Property is listed on the Platform;
- 3.4.2. it has the right to provide MPL with the aforementioned information and documents. If the information or documents have been provided to the Agent by a third party, then the Agent warrants that the terms of that supply includes the right for MPL, and any third party employed by MPL, to use the information and documents; and
- 3.4.3. it has entered into a legally binding arrangement with the Seller to market the Property for sale and it has the written agreement of the Seller to list the Property on the Platform. On request, written confirmation of this notification to the Seller must be provided to MPL.
- 3.5. The Agent will:
- 3.5.1. review the Listing before it is published on the Platform and inform MPL of any mistakes or incomplete information. The Listing will not be published on the Platform until it has been approved in writing by the Agent;
- 3.5.2. deal with any enquiries made by a Buyer with respect to a Property;

- 3.5.3. arrange all viewings of the relevant Property directly with the Buyer (whether accompanied or unaccompanied);
- 3.5.4. promptly communicate any Offers made by a Buyer to the Seller;
- 3.5.5. immediately notify MPL in writing:
- 3.5.5.1. of any Offers accepted by the Seller;
- 3.5.5.2. when unconditional contracts have been exchanged for the Property; and
- 3.5.5.3. when the sale of the Property has completed;
- 3.5.6. promptly provide all such information and documents as MPL may reasonably require to perform the Regulatory Checks on the Agent; and
- 3.5.7. at all times comply with the terms of the Estate Agents Act 1979, the Energy Performance of Buildings (England and Wales) Regulations 2012, the Consumer Protection from Unfair Trading Regulations 2008, prevailing money laundering regulations and any other relevant statutory obligations imposed on it under English Law. The Agent will also comply with the requirements of The Property Ombudsman Scheme or any such other code of practise as required by MPL.

4. MPL's obligations and responsibilities

- 4.1. Provided that the content of the Listing has been approved in writing by the Agent, MPL will use all reasonable endeavours to market the Property for sale on the Platform and on any other platforms MPL may choose. MPL will continue to list the Property on the Platform until the Instruction is terminated or the Listing is otherwise removed in accordance with the terms of this Agreement.
- 4.2. MPL will provide the Agent with the contact details of any Buyer who expresses (to MPL) their interest in the Property, in order that the Agent may facilitate any further enquiries by the Buyer in relation to the Property.
- 4.3. MPL shall not be responsible for any Regulatory Checks or other checks required in relation to the Seller or the Buyer prior to the completion of the sale of the Property.

5. Fees and payment

- 5.1. The Agent is required to pay the Fee in respect of each Property, which will become payable at completion of the sale of the Property if at any time within 12 months after the termination of this Agreement a Property, or any other residential building or dwelling introduced to a Buyer by the Agent, is sold to a Buyer.
- 5.2. An invoice will be provided following written notice by the Agent to MPL that unconditional contracts have been exchanged for the Property, and payment (by BACS or such other method of payment agreed between the parties) must be received in full cleared funds within 14 days following completion of the sale of the Property.
- 5.3. In the event of any Fee remaining unpaid for more than 14 days from the date on which payment

became due then the Fee payable will be subject to the agreed Fee plus interest at the rate of 30% above the Bank of England base rate at the prevailing time.

- 5.4. MPL reserves the right to add to the Fee the cost of recovery of the debt if payment of the Fee remains outstanding for 14 days after being due.
- 5.5. All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).
- 5.6. All Fees due to MPL are non-refundable.

6. Rejection of an Instruction

- 6.1. MPL reserves the right to reject any Instruction submitted by the Agent for any reason including in the following circumstances:
 - 6.1.1. if MPL is aware or suspects that the Regulatory Checks on the Seller have not been satisfactorily completed;
 - 6.1.2. if the Property is not based in England, Wales or Northern Ireland;
 - 6.1.3. if insufficient or inadequate Listing Requirements have been provided to MPL; or
 - 6.1.4. if, with respect to any Property or Instruction, a Fee has been due and outstanding for more than 14 days.
- 6.2. The acceptance of any Instruction is subject to MPL having completed satisfactory Regulatory Checks on the Agent, which will be updated as and when required by the relevant legislation.

7. Removal of a Listing

- 7.1. MPL may remove a Listing from the Platform, without notice, in the following circumstances:
 - 7.1.1. for any of the reasons outlined in Clause 6.1;
 - 7.1.2. if any of the information in the Listing is false, misleading or inaccurate;
 - 7.1.3. if the Listing is in breach of a third party's rights;
 - 7.1.4. if the Listing is in breach of any applicable legislation; or
 - 7.1.5. if it has a right to terminate this Agreement or the relevant Instruction in accordance with Clause 12.
- 7.2. MPL will also remove a Listing from the Platform on the written request of the Agent including where:
 - 7.2.1. an Offer is accepted on a Property by a Seller;
 - 7.2.2. the Property has since been sold; or
 - 7.2.3. the Seller has withdrawn the Property from sale.

8. Amendment of a Listing

- 8.1. The Agent will notify MPL immediately if it becomes aware of any false, misleading or inaccurate information contained within the Listing of a Property on the Platform. MPL will remove the Listing from the Platform until the information can be updated and verified by the Agent.

9. Viewings

- 9.1. It is the responsibility of the Agent to ensure that the Property is in a safe and suitable condition for viewing, and, where applicable, that access is provided to the Property at the agreed date and time.
- 9.2. If the Property currently has tenants in occupation, then the Agent must ensure that they have given their consent to each viewing at least 24 hours before a viewing takes place.

10. Offers

- 10.1. It is the responsibility of the Agent to solicit an Offer for the Property from a Buyer.
- 10.2. The Agent agrees to promptly notify MPL of any Offer that is accepted by the Seller for a Property, regardless of whether or not the Buyer was introduced to the Agent by MPL, following which MPL will update the Listing on the Platform accordingly.
- 10.3. If the Offer for a Property is received from a Buyer that has been introduced to the Agent by MPL, then the Agent will confirm to MPL the identity of the Buyer.

11. Use of the Platform

- 11.1. Any use of the Platform is subject to the Terms of Use and the Agent will ensure that its personnel are aware of and comply at all times with those terms. Within the Terms of Use any references to "we", "our" and "us" are references to MPL and references to the "User", "you" or "your" are to the Agent, and any member of its personnel accessing the account.
- 11.2. If there is any inconsistency between the provisions of the Terms of Use and this Agreement, the provisions of this Agreement will prevail.

12. Term and termination

- 12.1. Either party may terminate this Agreement and/or any Instruction, without cause, by giving 28 days written notice to the other party.
- 12.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement and/or any Instruction immediately by giving written notice to the other party if the other party:
 - 12.2.1. commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so; or
 - 12.2.2. takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

- 12.3. Without affecting any other right or remedy available to it, MPL may immediately terminate any Instruction by given written notice to the Agent if:
- 12.3.1. MPL is unable to satisfactorily complete the Regulatory Checks on the Agent;
- 12.3.2. MPL has reason to believe that the Agent is in breach of Clause 3.5.7; or
- 12.3.3. if there is a change of control of the Agent.
- 12.4. An Instruction may be terminated by either party in the circumstances set out in Clause 14.
- 12.5. On termination of an Instruction, the relevant Property shall, unless otherwise agreed in writing by MPL, be removed from the Platform immediately.
- 12.6. Any termination of an Instruction under this Clause 12 will be without prejudice to any other rights or remedies of either party under this Agreement or at law and will not affect any accrued rights or liabilities of either party at the date of termination, including any Fee due to MPL.

13. Liability

- 13.1. Clause 13.2 sets out MPL's entire financial liability to the Agent in respect of any liability from or connected to the Agent's use of the Services. Nothing in these terms and conditions shall limit or exclude MPL's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation.
- 13.2. Subject to Clause 13.1:
- 13.2.1. MPL shall under no circumstances whatsoever be liable to the Agent whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of reputation, loss or damage to Personal Data or any indirect or consequential loss arising under or in connection with the Agreement; and
- 13.2.2. MPL's total liability to the Agent in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal the total of any Fees paid by the Agent to MPL over a period of 12 months immediately preceding the issue giving rise to a claim.
- 13.3. In addition to the remedies set out in Clause 13, the Agent agrees to indemnify and keep indemnified MPL against all losses, costs, damages, claims and expenses (including reasonable legal costs) arising from or connected to any breach by the Agent of this Agreement.
- 13.4. This Clause 13 shall survive termination of the Agreement.

14. Data protection

- 14.1. Each party shall:
- 14.1.1. process any Personal Data in compliance with its obligations under the Data Protection Legislation;

- 14.1.2. implement and maintain appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to such Personal Data; and

- 14.1.3. promptly (and without undue delay) notify the other party if:

- (a) it receives a complaint, notice or communication which relates to either party's actual or alleged non-compliance with Data Protection Legislation with respect to the Personal Data; or
- (b) it becomes aware of an actual or suspected Security Incident with respect to the Personal Data,

and the party shall provide the other party with such assistance and cooperation as is reasonably requested by the other party in order to address and resolve the complaint, notice, communication or Security Incident.

- 14.2. The Agent will use all reasonable endeavours to remove and/or anonymise any Personal Data contained in any of the information or documents supplied to MPL in relation to each Instruction. If the Agent provides any information or documents containing any Personal Data, the Agent shall ensure that:

- 14.2.1. all necessary consents have been obtained from the data subject(s); or
- 14.2.2. there is some other lawful basis in accordance with Data Protection Legislation,

such that the information and documents (including any Personal Data contained within them) can be transferred to, and lawfully used by MPL in the manner and for the purposes anticipated by this Agreement.

- 14.3. For any questions relating to data protection please write to MPL's Data Protection Officer at info@MPLproperty.com or by Royal Mail using registered post to MPL at Aston House, Cornwall Avenue, London, N3 1LF.

15. Intellectual Property Rights

- 15.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Agent under this Agreement) shall be owned by MPL.
- 15.2. The Agent grants to MPL a non-exclusive, royalty-free, worldwide, non-transferable licence to use, copy and modify (to the extent required) any materials provided by the Agent to MPL for the duration of each Instruction for the purpose of providing the Services to the Agent.

16. Third party introductions and introductions to other Sellers

- 16.1. The Agent acknowledges and expressly agrees that MPL may introduce the Buyer and/or the Seller to certain third-party services, including but not limited to solicitors, conveyancers, mortgage providers, mortgage brokers, insurance providers,

financial advisors, property managers and lettings agents. MPL will only introduce the Buyer and/or Seller to third-party service providers with their approval and where MPL reasonably believes that the third party is able to provide relevant products and services in a competent and professional manner.

- 16.2. In some cases, MPL may be paid a commission or referral fee by these third parties. The Agent expressly agrees that MPL may accept and retain in full any commission or referral fee made to MPL as a result of that introduction and that any such commission or referral fee will not be off-settable against any Fee payable by you.
- 16.3. The Agent acknowledges and expressly agrees that MPL may introduce any Buyer to any other Seller or property that MPL is marketing.

17. General

- 17.1. Neither party shall assign or transfer any of its rights or obligations under this Agreement or any Instruction without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 17.2. All notices given under this Agreement (or any Instruction made under it) shall be in writing and sent to the recipient party at its registered office address or such other address as may have been notified in writing by the recipient party for the serving of such notices. Notices may be sent by email (to sales@MPLproperty.com), first class, recorded delivery mail or delivered by hand. Notices sent by email shall be deemed to have been received at the time of transmission, or if sent outside of business hours in the place of receipt, when business hours resume (for the purposes of this Clause 17.2 business hours means 9.00am to 5.00pm on a day which is not a Sunday or a public holiday in England (a "**Business Day**")). Notices sent by post shall be deemed to have been received two Business Days after the date of posting. Notices delivered by hand shall be deemed to have been received upon delivery.

- 17.3. Any variation of this Agreement must be in writing and signed by the parties (or their authorised representatives).
- 17.4. This Agreement and each Instruction made under it constitutes the entire agreement between the parties relating to their subject matter and supersedes and extinguishes all previous agreements, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement and each Instruction it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or the relevant Instruction, provided that nothing in this Clause 17.4 will operate to limit or exclude any liability for fraud or fraudulent misrepresentation.
- 17.5. If any provision or part-provision of this Agreement or an Instruction is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 17.5 shall not affect the validity and enforceability of the rest of this Agreement or the relevant Instruction.
- 17.6. This Agreement and any Instruction made under it does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement or any Instruction made under it.
- 17.7. This Agreement and each Instruction, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales courts to settle any dispute or claim (including non-contractual disputes or claims) arising under this Agreement or any Instruction.