

Ms Katherine Knight
1432 Greenford Road
Greenford
Middlesex
UB6 0HW

06 July 2023

Dear Katherine

**51 CUSTOM HOUSE RESIDENCE, 4 ULSTER STREET, BELFAST
AGENCY AGREEMENT & MONEY LAUNDERING REGULATIONS**

We thank you for agreeing to appoint Simon Brien Residential as your agent in the sale of the above property which we are to market at £159,950.

We are required by law to notify you of the terms and conditions upon which you have appointed us as your sole agent and we accordingly enclose a copy of the terms of agency appointment agreed between us. You must check this carefully and notify us immediately in writing should there be any term with which you do not agree. This also details the marketing charge, and we would ask that you let us have payment of this amount by return in order to commence marketing.

As regards money laundering regulations, if you have not already done so, would you please call into the office with a utility bill as proof of address and photographic ID i.e. passport or driving licence. **In order that your home can be marketed without delay, we would appreciate your co-operation in providing this information promptly. Until we receive all information requested, unfortunately we are unable to market your property for sale.**

When you provide any personal data to us, we will comply with our obligations under the relevant Data Protection Legislation.

We also advise that it is now a legal requirement to provide an energy performance certificate to any prospective purchasers. As your selling agent we require a copy of this to be made available with your brochure for marketing.

Under our Code of Practice we are obliged to advise you that we offer a service whereby independent financial advice on mortgages, investments or property insurance can be provided through an independent advisor. May we also point out that this advice is available to you at any time.

Once again we thank you for favouring us with your instructions.

Yours sincerely,

Mark Leinster BA
Associate
Simon Brien Residential
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Mobile: 07876210929
Email: mleinster@simonbrien.com

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CONFIRMATION OF INSTRUCTIONS CONTAINING INFORMATION REQUIRED BY THE ESTATE AGENTS ACT 1979 SECTION 18

Dear Katherine

51 CUSTOM HOUSE RESIDENCE, 4 ULSTER STREET, BELFAST, BT1 3EY

VENDORS SOLICITORS – TO BE ADVISED

We wish to confirm acceptance of your instructions to act in the sale of the above property. The terms upon which we shall act are that our commission will be calculated at 1.0% plus VAT of the selling price (1.2% inclusive of VAT). Our commission of the property will be paid from the net proceeds of sale by your solicitor within 7 days of the completion. Our Marketing Package will be £195.00 plus VAT (£234.00 inclusive of vat).

1) THE FOLLOWING DEFINITIONS SHALL APPLY:

“Commission”	Means the amount of reward that you will pay to us for introducing to you a Ready, Willing and Able Purchaser for the Property calculated at the rate referred to above on the Selling Price of the Property. This commission will be payable immediately upon Completion of sale. Interest will be charged at 2% per month if this account remains unpaid for more than 14 days after Completion.
“Completion”	Means the date upon which you give beneficial occupation of the Property to a Ready, Willing and Able Purchaser or the date upon which you may decide not to complete the sale of the Property to a Ready, Willing and Able Purchaser whichever shall first occur.
“Property”	Means as described in the heading to this letter
“Ready, Willing And Able Purchaser”	Means any party who is prepared and is able to enter into an unconditional Contract for the purchase of the property.
“Selling Price”	Means the price to be paid by a Ready, Willing and Able Purchaser for the Property.

2) SOLE SELLING RIGHTS

You agree to give Simon Brien Residential sole selling rights over the property until this agreement is ended at the expiration of 14 days written notice given by either party.

3) OUR ENTITLEMENT TO PAYMENT OF COMMISSION

In giving us Sole Selling Rights in respect of the property, you will be liable to pay remuneration by way of commission to us and in addition any other costs or charges authorized by you, in each of the following circumstances.

- 3.1 If a Ready Willing and Able Purchaser is introduced in the period during which we have Sole Selling Rights, even if the Purchaser was not found by us but by another agent or by any person, including yourself.
- 3.2 If an unconditional Contract for the sale of the Property is entered into after the expiry of the period during which we have Sole Selling Rights but to a Purchaser who was introduced to you during the period or with whom we had negotiations about the Property during that period.

4) OUR ENTITLEMENT TO PAYMENT OF MARKETING PACKAGE

Upon receipt of this Agreement, you will pay to us the Marketing Package inclusive of VAT. We shall:

- 4.1 Prepare full colour brochure in respect of the Property;
- 4.2 Arrange for the erection of a "For Sale" board, unless you instruct otherwise;
- 4.3 Arrange for the taking of colour photographs for display and brochure purposes;
- 4.4 Arrange for an Energy Performance Certificate to be carried out by a qualified accessor;
- 4.5 Advertise the Property on our Website at www.simonbrien.com, www.propertynews.com and www.propertypal.com.

5) OUR ENTITLEMENT TO OTHER PAYMENTS

You shall pay to us the following additional expenses authorized by you, such payment to be made within 14 days of the date upon which you receive our invoice. In the event of payment not being made within that time interest will be charged at 2% per month until payment is made.

- 5.1 Costs of advertising the Property from time to time in a manner approved by you in advance.
- 5.2 Should you withdraw your property from Simon Brien Residential, you will be responsible for the payment of the above expenses and any advertising costs incurred.

6) DISCLOSURE OF INTERESTS

In accordance with the Estate Agents (Provisions of Information) Regulations 1981, we wish to notify you that we reserve the right to offer a prospective Purchaser of the Property the following services:-

- 6.1 A full range of our Estate Agency services in respect of the marketing of any Purchaser's or intending Purchaser's property;
- 6.2 The valuation of any property of a Purchaser or intending Purchaser;
- 6.3 Advice and assistance to a Purchaser or intending Purchaser in the provision of Mortgage or similar loan finance.

7) VAT

All charges and costs will include VAT at the prevailing rate.

8) COMPLAINTS HANDLING PROCEDURE

A copy of our complaints handling procedure is available upon request.

We thank you for your kind instructions in this matter and trust that the above accurately reflects the terms of our engagement.

Date: _____

Signed: _____
Mark Leinster BA
For Simon Brien Residential
South Belfast Office

RESIDENTIAL AGENCY PRIVACY NOTICE

Welcome to the Simon Brien Residential privacy policy.

This privacy policy is for vendors of Simon Brien Residential.

Simon Brien Residential respects your privacy and is committed to protecting your personal data. This privacy policy will inform you as to how we look after your personal data and tell you about your privacy rights and how the law protects you.

Please also use the Glossary to understand the meaning of some of the terms used in this privacy policy.

I. IMPORTANT INFORMATION AND WHO WE ARE

PURPOSE OF THIS PRIVACY POLICY

This privacy policy aims to give you information on how Simon Brien Residential collects and processes your personal data when we are acting as a residential agent for you. It is important that you read this privacy policy together with any other privacy policy or fair processing policy we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements other notices and privacy policies and is not intended to override them.

CONTROLLER

Simon Brien Residential is the controller and responsible for your personal data (collectively referred to as "Simon Brien Residential", "we", "us" or "our" in this privacy policy).

We have appointed a data privacy manager who is responsible for overseeing questions in relation to this privacy policy. If you have any questions about this privacy policy, including any requests to exercise your legal rights, please contact the data privacy manager using the details set out below.

CHANGES TO THE PRIVACY POLICY AND YOUR DUTY TO INFORM US OF CHANGES

We keep our privacy policy under regular review. This version was last updated on 16th November 2018.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

2. THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- **"Identity Data"** includes first name, last name or similar identifier of you and your spouse, national insurance number, passport number, nationality, date of birth, marital status, next of kin, and photographs of you and photographs of the property, and any other information included in the photographic ID that you provide to us.
- **"Contact Data"** includes home address, property address, email address and telephone numbers, proof of residency (utility bill, bank statement, phone bill, valid tenancy agreement etc.), together with details of correspondence you send to us.
- **"Financial Data"** includes bank details and payment information, mortgage information, sale price of the property and commission payments.

We do not collect any **"Special Categories of Personal Data"** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with

you (for example, to provide you with services). In this case, we may have to cancel a service you have with us but we will notify you if this is the case at the time.

3. HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you including through direct interactions when you may give us your Identity Data, Financial Data and Contact Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you apply for our services.

4. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal obligation.

Please see the Glossary below to find out more about the types of lawful basis that we will rely on to process your personal data.

We may use your personal information to send you updates (by email, text message, telephone or post) about our services, including exclusive offers, promotions or new services that may be of interest to you.

We have a legitimate interest in processing your personal information for promotional purposes. This means we do not usually need your consent to send you promotional communications. However, where consent is needed, we will ask for this consent separately and clearly.

PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To process the sale of land and/or property from initial instruction to completion of sale.	(a) Identity (b) Contact (c) Financial	Performance of our contract with you.
To allow third parties access to your land and/or property, including as follows: (i) instructing a third party to produce an Energy Performance Certificate ("EPC") and/or a gas certificate; (ii) instructing a third party to produce floor plans of the land and/or property; and (iii) instructing a surveyor to value the land and/or property.	(a) Identity (b) Contact	Performance of our contract with you.
To market the property, including (i) organising a photographer to take pictures of the land and/or property; (ii) advertising the land and/or property on our website and on third party websites and social media; and	(a) Identity (b) Contact	Performance of our contract with you.

(iii) producing a brochure of the land and/or property to provide to potential purchasers, which may include engaging a third party to produce and/or print the brochure.		
To permit potential purchasers to view your land and/or property for the purposes of selling it on your behalf.	(a) Identity (b) Contact	Performance of our contract with you.
To liaise with your solicitor and the purchaser regarding the sale of the land and/or property.	(a) Identity (b) Contact	Performance of our contract with you.
To engage third parties to carry out works on the property (if we have agreed to carry out this service for you).	(a) Identity (b) Contact	Performance of our contract with you.
To comply with Anti-Money Laundering Regulations and with the requirements imposed on us by HMRC.	(a) Identity (b) Contact (c) Financial	To comply with a legal obligation.
To manage our relationship with you which will include: (i) correspond with you about the services which we are providing or which you are providing to us, including keeping you up to date on the property transaction; (ii) notifying you about changes to our terms or privacy policy; and (iii) invoicing you for services provided, and ensuring payment has been made	(a) Identity (b) Contact (c) Financial	(i) Performance of a contract with you (ii) Necessary to comply with a legal obligation, and to comply with the terms of a contract we have with you (iii) Performance of a contract with you
To provide direct marketing services to you.	(a) Identity (b) Contact	Necessary for our legitimate interests (to keep our records updated and to study how customers or suppliers use our services)

CHANGE OF PURPOSE

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact our data privacy manager.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. DISCLOSURES OF YOUR PERSONAL DATA

We may share your personal data with the parties set out below for the purposes set out in the table above.

- Individuals who make a request to view the property, including potential purchasers and tenants of the property
- Third parties that we engage in the sale process, including valuers, EPC and gas assessors, property surveyors and repair and maintenance contractors
- Third parties engaged in the marketing and advertising of the property, including, companies operating property websites, social media websites, photographers and design/printing companies

- Professional advisers acting as processors or joint controllers including lawyers, bankers, accountants, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6. INTERNATIONAL TRANSFERS

We may in certain circumstances transfer your personal data outside the EEA, for example, if you are situated outside the EEA, if our service providers are based outside the EEA or where there is an international dimension to the services we are providing to you. We will ensure that the transfer complies with data protection law and all personal information will be secure. If you would like further information on the safeguards we use to protect your data please contact our data privacy manager.

7. DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. DATA RETENTION

HOW LONG WILL YOU USE MY PERSONAL DATA FOR?

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We currently hold your personal data for a period of seven years after our relationship with you ceases. We may retain your personal data for a longer period if we have an ongoing relationship with you, in the event of a complaint, if we reasonably believe there is a prospect of litigation in respect to our relationship with you, or for comparable purposes (for example, we may keep the brochure we prepared for you and the valuation of the property for longer than 7 years, however, we will delete your name after 7 years but retain the address of the property that you sold).

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

9. YOUR LEGAL RIGHTS

Under certain circumstances, you have the following rights under data protection laws in relation to your personal data.

- Request access to your personal data. This is commonly known as a "data subject access request". This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing.
- Request correction of your personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request

- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms
- Request restriction of processing your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:
 - If you want us to establish the data's accuracy
 - Where our use of the data is unlawful but you do not want us to erase it
 - Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims
 - You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it
- Request transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- Right to withdraw consent where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact our data privacy manager in writing.

NO FEE USUALLY REQUIRED

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

WHAT WE MAY NEED FROM YOU

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

TIME LIMIT TO RESPOND

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

10. GLOSSARY

LAWFUL BASIS

"Legitimate Interest" means the interest of our business in conducting and managing our business to enable us to give you the best service and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

- **"Performance of Contract"** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- **"Comply with a legal obligation"** means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

CONTACT DETAILS

If you have any questions about this privacy policy or our privacy practices, please contact our data privacy manager in the following ways:

- Name: Mr Samuel Dickey
- Email address: compliance@simonbrien.com
- Postal address: 525 Lisburn Road, Belfast, BT9 7GQ
- Telephone number: 028 9066 8888

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.