

Mr David Hurley
44 Connsbrook Avenue
Belfast
County Antrim
BT4 1JT

Ref: UNT250112
31st March 2025

Dear Mr Hurley,

Re: 44 Connsbrook Avenue, Belfast, County Antrim, BT4 1JT

Further to our recent discussions we are delighted that you have chosen Simon Brien as sole agents to sell your property by private treaty. We commit to providing the very best service to you.

We would now like to confirm the details of this sale instruction and attached is a copy of the Property Service Agreement which contains details of requirements placed upon us by Northern Ireland legislation. Within the Property Service Agreement, you will find details of our agreed fees and Advertising and Expenses Budget. Please note we will require the marketing amount in advance of any marketing being carried out on your property. In the event that any additional marketing expenditure is required, we will agree and collect the amount in advance and confirm the details in writing. Regardless of the outcome of the sales campaign, you are liable for this agreed expenditure.

Our advised market value for your property is an asking price of £195,000. Any offers received will be passed to you for your consideration.

What are the next steps?

- Please take time to read the attached Property Service Agreement. If you have any queries on the content of the document, please do not hesitate to contact me.
- Please confirm that in the event of the above property being co-owned, that you have authority to sign the attached Property Service Agreement document on behalf of all the owners.
- Please sign the Property Service Agreement. By signing the Property Service Agreement, you are confirming that you have authority to sell the property(s) mentioned above. Further information on your obligations as a client are detailed in Clause 7.
- Return the document to us within 7 (seven) working days of receipt.

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- If you have not yet appointed a solicitor you will need to do so immediately, and on appointment supply us with their name and all relevant contact details.
- Anti-Money Laundering documentation (Please see Clause 16 and Appendix 1 in your Property Service Agreement for more information). We use a safe and secure app called ID Pal and I will shortly text you a link to this app. Follow the prompts which will guide you to capture your photo ID and proof of address documents.
- It is always a good idea to keep any items of sentiment or value locked away securely or alternatively removed from the property prior to a viewing as a precautionary measure.

Prior to placing your property on the market, we will require the following:

- ✓ A list of contents, fixtures and fittings that are to be included in the sale of your property.
- ✓ Keys & alarm code.
- ✓ Payment of marketing expenses. Client advertising bank details will be sent to you via a secure SMS message and payment can be made by bank transfer.
- ✓ Details of current service charges, and the name and contact details for the Management Company or Company(s) (if applicable).
- ✓ All qualifying dwellings offered for sale are required, by law, to have an Energy Performance Certificate (EPC). It is essential to have this certificate when your property comes to the market. We will arrange this for you.

Once again, we would like to thank you for choosing Simon Brien. Finally, if you have any questions on the above, or wish to clarify any point, please don't hesitate to contact me on 07833477189, or by email at samuel.dickey@simonbrien.com.

Yours sincerely,

Samuel Dickey MRICS
Director
Simon Brien

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**Property Services Agreement
For
The Sale of Property by Private Treaty**

SOLE AGENCY

1. Parties to the Agreement

This Agreement is between:

Agent's Name: Simon Brien
Business Name: Simon Brien Residential Ltd
Business Address: 237 Upper Newtownards Road, Belfast, County Down, BT4 3JF

Telephone No: +44 28 9059 5555
Office email address: eastbelfast@simonbrien.com

AND

Client Name(s): Mr David Hurley
Client Address: 44 Connsbrook Avenue, Belfast, County Antrim, BT4 1JT

2. Property for Sale:

A brief description of the property is detailed below:

- 3 Total Bedrooms
- 1 Reception Room
- House
- Detached

3. Property Service to be Provided

The Client appoints the Agent for the duration of the Agreement to sell on behalf of the Client the property described in Clause 2 of this Agreement.

4. Description of the Agency Agreement

4.1 The nature of the agency agreement is that of sole agency. As sole agent Simon Brien is the only agent with the right to sell the property for the duration of this agreement.

4.2 The Agent's role is to market and negotiate the sale of the Property. In the case of a new build the Agent has no responsibility as to the delivery of the new unit, that is the responsibility entirely of the Client. Accordingly, no liability can attach to the Agent in respect of unfinished units. The Agent is entitled to assume that the Client has fulfilled its contractual obligations to the purchaser and the Client shall indemnify the Agent for any action that arise in that respect.

5. Obligations of the Agent

5.1 The Agent shall perform the services in a good and efficient manner, diligently and with the degree of skill and management expected of a professional property services provider.

5.2 The Agent confirms that they are competent to provide the services required by the Client.

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5.3 The Agent confirms that they will act in the best interests of the Client at all times and confirms that they are not aware of any conflict of interest that would interfere with the provision of the services in a proficient and professional manner.

5.4 Should this Agreement be terminated the Agent:

5.4.1 shall not impede the introduction of a new agent, and

5.4.2 on request and subject to data protection and other relevant regulations, shall transfer any applicable records held, which relate to the Client, to the Client or to a person nominated by the Client, without delay and no later than 14 days after termination.

6. Obligations of the Client

6.1 The Client confirms that they are fully authorised to act in all matters relating to this Agreement.

6.2 The Client confirms that they are not aware of any impediment to the sale of the property and confirms that they will make the agent aware of any impediment as soon as reasonably possible should any matter arise.

6.3 The Client wholly indemnifies the Agent in the event of any third-party claim arising by reason of, as might be alleged, the Client's lack of authority.

6.4 Clients must maintain full property insurance, including public liability cover, throughout the duration of the sale process.

6.5 The Client shall not dispose of the property, or any part of the property outlined in Clause 2, through any other agent for the duration of this agreement and should this occur, they will be liable for any fees or outlays due as outlined in Clause 9.

6.6 The Client confirms that they will make the property available for viewing at all reasonable times and that the property will be presented in a manner agreed with the agent so as not to impede the sale process.

6.7 The Client shall provide all necessary cooperation so as to ensure that Simon Brien, and its associates, are able to discharge their obligations in respect of all Laws, and those specifically relating to money laundering prevention and the avoidance of other financial crime.

7. Duration of Agreement

This Agreement shall commence on receipt of this signed Service Agreement by Simon Brien and shall continue in force until the contract is terminated under Clause 8 or until contracts for the sale of the property are signed, whichever is the sooner.

Where a Letter of Engagement/Property Services Agreement is signed with an individual client (not a business client) by way of either a distance contract (e.g. e-signature) or at a place that is not the agent's business premises, a Cooling Off Period of 14 days is applicable, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The Cooling Off period, when relevant, entitles the client to cancel the Letter of Engagement/Property Services Agreement within fourteen days of the date the agreement is signed by both parties. In the event the client invokes the Cooling Off period, the agreed outlays already used for the promotion and marketing of the property are forfeited by the client.

8. Termination of the Agreement

8.1 The Agreement may be terminated (without penalty) at any time with the mutual consent in writing of the parties OR

8.2 This Agreement may be terminated by either party by giving 21 days written notice OR

8.3 This Agreement may be terminated without notice by the Client where the Agent:

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- (a) is in material breach of the Agreement and fails to remedy such breach within 21 days of having been notified, in writing, by the Client; or
- (b) is an individual who is declared bankrupt; or
- (c) is a body corporate which is wound up or liquidated; or
- (d) is a partnership and any one of the partners is declared bankrupt; or
- (e) has a conflict of interest in relation to this Agreement and the Client does not consent, in writing, to the Agent continuing to act for the Client;

OR

8.4 This Agreement may be terminated without notice by the Agent where the Client

- (i) fails to pay any amount owing to the Agent under this Agreement, or
- (ii) acts or fails to act so as to prevent the Agent from properly carrying out his/her obligations under this Agreement, and
- (iii) having been notified in writing by the Agent of any matter referred to in (i) or (ii) fails to address such matter within 21 days of such notification;

8.5 This agreement can be terminated in accordance with the Cooling Off period referred to in Clause 7, with the conditions and eligibility in Clause 7 prevailing.

9. Consequences of Termination of Agreement

Whether the Agreement is terminated by virtue of Clause 7 or 8 the Client shall be liable to:

- (a) pay for all agreed outlays, incurred by the Agent up to the date of termination, within 7 days of termination, and
- (b) pay the fees referred to in Clause 11 where the purchaser is a person:
 - (i) introduced by the Agent; or
 - (ii) with whom the Agent had negotiations about the property prior to the termination of the Agreement; or
 - (iii) introduced by a person, including any other agent, prior to the termination of the Agreement.

The Agent shall not be entitled to the fee set out in Clause 11 when contracts for the sale of the property are exchanged with a purchaser more than 365 days after the termination of this Agreement.

10. Advised Market Value

The advised market value of the property is estimated at £195,000

11. Agent's fee

11.1. The Agent's fee shall be as follows:-

- 0.85% of the sale price
- 11.2 The fee shall be subject to VAT at prevailing rate at the time of sale (currently 20%).
- 11.3 The fee shall become payable on execution of the contract by the proposed purchaser.

12. Advertising Costs and Expenses

The Client shall be liable for all agreed outlays, in addition to the fee outlined in Clause 11.1. The outlays are advertising costs or additional expenses incurred, or to be incurred, by the Agent for and on behalf of the Client in respect of the sale of the property. These outlays have been agreed in the amount of £300.00 inclusive of VAT. Any additional outlays will be agreed in advance with the Client and confirmed in writing by the Agent. The agreed outlays will become payable on the date of commencement of this agreement. Should the client be eligible and decide to exercise their rights regarding their Cooling Off Period as referred to in Clause 7, the agreed outlays used on

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marketing and advertising by the Agent are forfeited by the client, and no refund of these outlays is due.

13. Deposit

13.1 The Agent shall deposit monies received from the purchaser into the Agent's Client Account. While there is no mandatory requirement for property agents in Northern Ireland to join a Client Money Protection (CMP) scheme, Simon Brien Ltd. voluntarily chooses to do so to ensure additional security for their clients' funds.

13.2 All client monies are held in non-interest-bearing accounts, and therefore as no interest is received by Simon Brien Group on client monies, no interest is payable to clients.

14. Invoice Arrangements

When the contract for the sale of the property is signed by both parties and the sale complete, any payment (deposit) received by the Agent will be paid, without deduction, to the Client's solicitor and the Client will be invoiced by the Agent in respect of fees, advertising and expenses as set out in clause 11.

Should client be eligible and decide to exercise rights regarding their Cooling Off Period referred to in Clause 8 conditions and eligibility, the agreed outlays on marketing and advertising by the Agent are forfeited by the client and no refund of these outlays is due.

15. Money Laundering and Terrorist Financing

15.1 The Agent is obliged under the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 to report to the National Crime Agency (NCA) suspicious transactions and transactions involving places designated under these regulations.

15.2 The Agent is also obliged under these regulations to secure proof of identity and address from our clients at the outset of our relationship. Please see Appendix 1 for a list of required documents by client type.

16. Liability

16.1. The Agent's role is to market and negotiate the sale of the property on behalf of the Client. This is the extent of its authority. It did not build nor have any involvement whatsoever in the construction, repair, or renovation of the property. Nor does it make any representation or warranty whatsoever regarding the quality of workmanship or as to the absence of defects. As such the Agent, can have no liability for any claim brought against it by reason of any defect, danger, or state of disrepair, (inherent or otherwise) ("Defects") arising from the property. In the event that the Agent is successfully sued arising from Defects then the Client shall fully indemnify it from and against all such claims and expenses however so arising.

16.2. The Agent shall have no liability where a loss is incurred by the Client, arising from the Agent's omission to perform a task, but that failure on the Agent's part to complete such an action, has come about as a consequence of the failure and omission on the Client's part to adequately instruct the Agent.

16.3 The Agent does not, and cannot vouch or assert the accuracy, authenticity or correctness of any matter expressed or depicted in any document, including maps or drawings ("the Documents"). These may be relied upon by the Purchaser or third party to draw whatever conclusions it so wishes. In so doing the Client is deemed to acknowledge that the Agent makes neither representation nor warranty as to the correctness or accuracy of the Documents and any

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reliance placed upon same by the Client is entirely at their risk. In the event that the Agent is successfully sued arising from Defects then the Client shall fully indemnify it from and against all such claims and expenses however so arising.

16.4 The Agent shall have no liability for any inaccuracies contained in any information, documentary or otherwise provided to it by the Client and in whatever manner, documentary, verbal or otherwise and in hard or soft version. The Client agrees to indemnify and keep the Agent fully indemnified from and against all claims, costs or proceedings that may arise as a consequence of such information being shown to be false or inaccurate and resulting in loss or damage incurred by a purchaser or third party.

16.5 The Agent shall have no liability in the event of a staff, client or viewer claim arising from a Client breach of current or updated public health guidelines.

17. Professional Indemnity Insurance

The insurance company which holds the Agent's professional indemnity insurance cover is:

Name: omnyy LLP underwriting on behalf of:
Accelerant Insurance Europe SA/NV UK Branch

Policy number:0000OUP1244

18. Records

The Agent will retain a record of the services provided on foot of this Agreement for a minimum period of 6 years after the completion of the sale of the property. Accounting records shall be preserved by the Agent for a minimum period of 7 years.

Such records to include:

- The signed copy of this Agreement;
- The statement of fees and outlays including any interim statement;
- A copy of all promotional material associated with the property service provision;
- A copy of all communications relating to the property, both written and electronic, between the Agent and the Client;
- A copy of all communications relating to the property, both written and electronic, between the Agent and the purchaser;
- Statement(s) of advised market value;
- The records relating to financial services created pursuant to applicable financial regulations;
- The records relating to all offers, created pursuant to applicable property regulations; and
- Client Account details and any financial records as prescribed by relevant financial and property regulations.

19. Bank Account

The Agent's client account in respect of this Agreement is Simon Brien Limited Client Account and is held at:

Name of bank:AIB

Address: 33-35 University Road
Belfast
BT7 1ND

20. Complaints

20.1 Any complaint which the Client may have arising under, or in connection with this Agreement may be dealt with by the:

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Resales Director
Simon Brien Residential Ltd
525 Lisburn Road
Belfast
BT9 7GQ

20.2 The Client must detail the complaint in writing to the above-mentioned person.

20.3 The abovementioned person will investigate the complaint and will issue a response, in writing, to the complaint within 15 working days of receipt.

20.4 Where the Client is dissatisfied with the response to the complaint received from the Agent, the Client may make a complaint to:

The Property Ombudsman
Milford House
43-55 Milford Street
Salisbury Wiltshire
SP1 2BP

21. **Financial Services**

Under the 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. We may also point out that this advice is available to you at any time.

22. **Conflict of Interest**

22.1. The Agent affirms that no conflict of interest exists that would prevent the Agent from providing the property service for the Client.

22.2. Where the Agent identifies the existence of, or the potential for, a conflict of interest he/she will, as soon as practicable, inform the Client, in writing, of the circumstances.

22.3 The Agent will immediately inform the Client in writing where the Agent is offered any form of inducement in relation to the matters covered by this Agreement.

22.4 The Agent will not benefit, financially or otherwise, from a situation where there is a conflict or potential conflict of interest on the part of the Agent without the written permission from the Client.

22.5 Simon Brien Limited do not carry out checks for conflict of interest for work undertaken by members of the Simon Brien franchise network.

23. **Intellectual Property**

23.1 Simon Brien is the beneficial owner of all Intellectual Property Rights, including but not limited to images and videos, arising out of or in connection with the provision of the Services to the Client.

23.2 Subject to all payments due under the Engagement having been paid, the Client shall have an irrevocable, royalty free, non-exclusive licence to copy and use all materials, including any photographs created, by or on behalf of Simon Brien (and in relation to which Simon Brien is the beneficial owner of the Intellectual Property Rights) for any purpose relating to the Engagement.

24. **Data Protection**

24.1 The only information about you which will be held by the Simon Brien Residential Ltd is information which you yourself provide to us.

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24.2 Personal data will only be used for the purpose for which you provided it to us. The information may be held on Simon Brien computer systems, to which all members of staff have access.

24.3 Please note that under the Estate Agents Act 1979 and under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, we are legally required to retain certain records relating to the sale or let of a property. A list of these records is outlined in the "Records" clause 18 above.

24.4 For more information on how we manage and protect personal data a copy of our Privacy Policy can be viewed at <https://www.simonbrien.com/privacy-policy>.

25. **Electronic Communication**

Simon Brien and the Client shall follow all reasonable procedures to seek to ensure that any materials sent by any electronic medium are virus free. Simon Brien and the Client shall not be liable for any loss arising from sending or receiving any information, data or communications with each other electronically.

26. **Documents**

26.1 The provision of services by Simon Brien is for the Client's benefit only. No part of any report or advice produced by Simon Brien for the Client shall be reproduced, transmitted, copied, or discussed to any third party without the prior written consent of Simon Brien and Simon Brien shall not be liable to any third party which relies on any such report or advice.

26.2 The Client shall be responsible for Simon Brien's charges in producing any documentation which the Client requires in order to comply with a third-party request for disclosure under the Freedom of Information Act 2000 (UK). For the avoidance of doubt, the Client, not Simon Brien, shall liaise with any such third party.

26.3 Simon Brien shall keep its Engagement files for no less than 6 years after issue of Simon Brien's final invoice, on the basis that Simon Brien shall have the Client's authority to destroy the files upon the expiry of that period unless the Client has beforehand requested in writing the return of Client papers or documents. Simon Brien shall not be liable for any loss of documentation after the stated retention period.

27. **No Partnership/Employee/Employer Relationship**

Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of employer and employee between the Parties.

28. **Entire Agreement**

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the Parties. It shall not be modified except in writing and signed by the each of the Parties to the agreement.

29. **No Representation**

The Parties acknowledge that in entering into this Agreement, they do not do so on the basis of, and do not rely on, any representations, warranties or other provisions except as expressly provided in this Agreement and all conditions, warranties and other terms implied by statute or common law are hereby excluded to the fullest extent, permitted by law.

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30. **Severance**

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 thereof and the remainder of the effected provision.

31. **Waiver**

Any waiver by either party of a breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other provisions thereof.

32. **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 prospective purchasers of the property the following services.

32.1 A full range of estate agency services in respect of marketing on any purchaser's or intending purchaser's property;

32.2 The valuation of any property of a purchaser or intending purchaser.

32.3 Advice and assistance to a purchaser or intending purchaser in the provision of mortgage or similar loan finance.

33. **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in all respects in accordance with the laws of Northern Ireland and the Parties irrevocably submit to the jurisdiction of the Courts of Northern Ireland.

Signed: _____

On behalf of
Simon Brien

Date: _____

Signed: _____ Signed: _____

By/On behalf of the Client

By/On behalf of the Client

Date: _____

Date: _____

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APPENDIX 1 REQUIRED DOCUMENTS BY CLIENT TYPE

Anti-Money Laundering Regulations

In accordance with the provisions of the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Simon Brien must obtain proof of identification from all clients at the outset of our business relationship.

1.1 Exemptions from obtaining specified identification documentation:

- 1.1.1 When our client is a designated body (a credit or financial institution, a company listed on a regulated market in the EU, or a public/government body).
- 1.1.2 When it is a one-off transaction with a transactional value of less than £15,000.
- 1.1.3 When we have in place a Third-Party Reliance Agreement for our Client.

1.2 Identification Document Requirements:

Original identification documents must be sighted and copied by Simon Brien staff. If this is not possible, then the identification documents must be certified. Certification can be carried out by a solicitor, embassy staff, accountant, or another authorized person. The certifying person should stamp the document, if possible, or clearly print their name and status. The required identification documents are listed below.

1.2.1 Individual Customers

Clients must provide two identification documents: one must be photographic (proof of identity) and one non-photographic (proof of current address). The photographic ID must be current and in date. The non-photographic document must have been issued within the last six months. Accepted documents include:

1. **Proof of Identity – Must be Photographic:**
 - Current valid passport or driver's licence, or -
 - A current identity form certified by the PSNI (Police Service of Northern Ireland), a current national identity card, or a similar government-issued ID
2. **Proof of Current Address:**
 - Utility bill
 - Bank or building society statement
 - Mortgage statement
 - Household/motor insurance documents
 - Social insurance document
 - Government-issued documentation (e.g., HMRC correspondence)

1.2.2 Partnerships and Unincorporated Businesses

Clients must provide, at a minimum, a copy of the Partnership Agreement or the Certificate of Trade. Additionally, we may request the following for one partner and one signatory:

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1. Proof of Identity – Must be Photographic:

- Current valid passport or driver's licence, or
- A current identity form certified by the PSNI, a current national identity card, or a similar government-issued ID

2. Proof of Current Address:

- Utility bill
- Bank or building society statement
- Mortgage statement
- Household/motor insurance documents
- Social insurance document
- Government-issued documentation

1.2.3 Corporate Bodies

For Public Companies or subsidiaries, the following documents are required:

- Memorandum and articles of association of incorporated entities

We may also request:

- Names of the company directors and verification of the identity of one director and one signatory using the documents outlined above under Individual Customers.

1.2.4 Trusts, Foundations, etc.

Clients must provide, at a minimum, a copy of the trust deed. We may also request documents that contain the following information:

- Full name of the trust
- Nature and purpose of the trust
- Country of establishment
- Names of all trustees
- Name and address of any protector, controller, or settlor

We may also verify the identity of one trustee and one signatory, in accordance with the procedures outlined for individuals above.

1.2.5 Charities (both registered and unregistered)

Depending on the legal form of the charity, clients must provide the relevant Anti Money Laundering documentation under the appropriate heading listed above. For example, if the charity is an incorporated body, follow the requirements under the “Corporate Bodies” section.

1.2.6 Non-Resident Politically Exposed Person (PEP)

If you are living outside of the UK, and if you or a close associate or family member hold or have held one of the positions detailed below within the past year, you are required to complete a “Non-

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Resident Form” as well as providing the relevant identification documents listed for individuals above. Relevant positions include:

- Holder of a prominent position in the EU or international body such as the UN, World Bank, or IMF
- Head of state or government, government minister, deputy, or assistant minister
- Member of parliament, supreme or constitutional court, or other high-level judicial body whose decisions are not subject to further appeal
- Member of a court of auditors or the board of a central bank
- Ambassador, chargé d'affaires, or high-ranking officer in the armed forces
- Official in an institution of the European Communities or international body

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