

Jones East 8

Fee schedule and conditions October 2023

| Service | Fee (to which VAT is added if applicable) |
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| Leasing (agency service) that is, introducing a property to a lessee OR lessee to a property. | One month's rent |
| Sale/purchase (agency service) that is, introducing a property to a buyer OR a buyer to a property | 5% of the sale purchase price |
| Contract preparation (non agency service) that is, undertaking ownership and permissions check and providing lease or sale/purchase agreement | 25% of the leasing or sale/purchase fee as appropriate but only on instruction confirmed in writing |
| Valuation (non agency service) that is, provision of written valuation | 0.1% of the value |
| Visual survey of condition (non agency service) that is, non – intrusive visual survey. | 25% of the leasing or sale/purchase fee as appropriate but only on instruction confirmed in writing |

1. **Fee basis:** unless agreed to the contrary the above **agency fees are chargeable on a success basis, that is, no success means no fee.** Success means the customer acquiring real estate rights following introduction of a property, vendor, buyer, lessee or the like by Jones East 8. A retainer (to be deducted from the fee due on success) *may be sought and charged* for requirements likely to involve substantial early work but only with the agreement of the customer. Lettings of less than one year will be charged as if they are a one year lease because the work involved is often the same or more than for a long let.
2. **Contract preparation & surveys:** ownership, permission, survey or other checks of properties are not undertaken prior to offering properties. When instructed Jones East 8 can prepare contracts, undertake ownership and survey checks and the like. Jones East 8 will only charge for such a service if agreed in advance with Jones East 8. However, Jones East 8 do not claim to be lawyers, accountants or engineers. For maximum assurance, legal, accounting and engineering advice should be sought.
3. **Other services:** Jones East 8 is headed by a British architect with more than 30 years experience in Ukraine in real estate, consultancy, design and construction. Accordingly Jones East 8 can provide a broad range of related services.
4. **Confidentiality & non circumvention:** Both Jones East 8's and the Client's information shall be held as confidential and shall not be passed on to third parties.
5. **Payment:** On successful provision of a service, an invoice shall be issued for immediate payment by bank transfer net of all bank and exchange charges. In the event payment is not received within 10 banking days of the invoice issue interest Jones East 8 may charge interest on sums outstanding at a compound rate of 3% per month.
6. **Settlement of disputes:** The governing law of this Agreement shall be the law of England. Any disputes in relation to this Agreement which cannot be amicably settled between the parties, including the Agreement's existence, validity, termination or meaning shall be referred to and finally resolved by a sole arbitrator appointed by the Royal Institute of Chartered Surveyors. The place of arbitration shall be London with communications by e-mail. The language shall be English.

Contact: Agency Director: Lada Hudson or Property Manager: Tatiana Golota
Tel: (+380 44) 490 6962; ladah@joneeast8.com; www.joneeast8.com
Ivana Franka 4, Kyiv 01004, Ukraine