

# Jones East 8

## FEE SCHEDULE & CONDITIONS

August 2018

Service	Fee (VAT on the fee is added if applicable)
<b>Leasing</b> (agency service) that is, introducing a property to a lessee <b>OR</b> lessee to a property.	One month's rent
<b>Sale/purchase</b> (agency service) that is, introducing a property to a buyer <b>OR</b> a buyer to a property	5% of the sale price
<b>Contract preparation</b> (non agency service) that is, undertaking ownership and permissions check and providing lease or sale/purchase agreement	half the leasing or sale/purchase fee (that is the agency fee - see above) as appropriate
<b>Valuation</b> (non agency service) that is, provision of written valuation	0.25% of value up to 500,000 USD plus 0.125% of value thereafter
<b>Visual survey of condition</b> (non agency service) that is, non – intrusive visual survey, not a structural survey.	half the agency fee or same as the valuation fee (see above) as appropriate or failing this by agreement

- Fee basis:** Unless explicitly agreed to the contrary, the above agency service fees are chargeable on a success basis, that is, *no success means no agency fee*. Success means the Client entering an agreement to transfer real estate rights following introduction of a property, vendor, buyer, lessee or the like. An introduction can take the form of giving any of the following: street and a street number; or photograph of the outside of the property; or visiting the property with a representative of Jones East 8. However and explicitly, *when the Client instructs contract preparation, survey, valuation or other non agency service* but real estate rights are not transferred for whatever reason other than Jones East 8 negligence, *the fee for the non agency service will be charged* based on the fee agreed. If real estate rights are not transferred the agency fee does not arise. *A retainer (to be deducted from the fee due on success) may be sought for requirements likely to involve substantial early work. Where a Client has existing premises a provision to renegotiate current lease terms may be made a condition of appointment on the basis of half fees for leasing.*
- Contract preparation & surveys:** ownership, permission or survey or other checks of properties are not undertaken prior to offering properties. When instructed Jones East 8 can prepare contracts, undertake surveys and the like. However, *Jones East 8 do not claim to be lawyers*. For maximum assurance, legal advice and surveys should be sought.
- Conflicts of interest:** *Jones East 8 have a principle of only acting for one side in a transaction, that is, either for the vendor/lessor on one side or the purchaser/lessee on the other side and not both sides at the same time*. Jones East 8 do not take covert margins or percentages from the other side in a transaction. This means our loyalties are clear, we act for you, our Client. If a conflict of interest arises in a transaction Jones East 8 are obliged to inform the Client. The Client may ask Jones East 8 to cease assistance but agency fees will apply if an introduction is made.
- Exceptional fee calculations & costs:** *Lettings of less than one year will be charged as if they were a one year let*. This is because the work involved in a short let is often more than that for a long let. *Leases of more than eight years shall be treated as purchases and payments shall be totaled and treated as the purchase sum*. On occasions real estate rights may be secured through: associated persons or legal entities, purchase/creation of companies or joint ventures, the issuing of loans, parallel contracts, shares, payments abroad and other techniques. *Where such complications are the case the fee shall be calculated on the basis of a market valuation of the subject property* unless agreed to the contrary in writing by Jones East 8. Expenses shall not be charged unless instructed by the Client.
- 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. The Client shall not identify themselves to persons or companies introduced until agreed by Jones East 8. Jones East 8 shall be entitled to attend all negotiations in relation to a transaction. *The Client shall not circumvent, by-pass or exclude Jones East 8, directly or indirectly, intentionally or unintentionally, and avoid or minimize payment of fees. This agreement applies to all properties introduced for a year after that introduction* and can only be terminated by the agreement of both parties. *When Jones East 8 introduces a property, vendor, buyer or lessor known to the Client, the Client shall immediately inform Jones East 8 of the fact. Failure to do so entails the application of fee charges of course subject to success.*
- Employees:** Jones East 8 employees or indeed *any persons contracted by Jones East 8 or their associated companies East 8 Cyprus Ltd or D'Estate shall not be employed by the Client* during the terms of this Agreement nor for a period of one year thereafter.
- Payment:** Clients should also be aware of the difficulties of paying for real estate in foreign currencies and problems related to tax conditions in Ukraine. On successful provision of a service, an invoice shall be issued by fax, email or locally by hand for immediate payment by bank transfer net of all bank and exchange charges. In the event payment is not received into the bank account within 10 banking days of the invoice issue *interest may be charged at Jones East 8's discretion on sums outstanding at a compound rate of 3% per month*.
- 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.