
Terms & Conditions

PROFESSIONAL FEES + VAT

(Actual amount based on selling price) Fees are subject to VAT at the current rate. The final fee will depend upon the final sale price, example based on owner's asking price. We will be your Sole Selling rights Agent for a minimum period agreed in the contract and continue thereafter until either party gives 7 days written notice.

SOLE SELLING RIGHTS DEFINITION

You will be liable to pay our fee plus any additional costs agreed in any of the following instances:

- a: If unconditional contracts for the sale are exchanged 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 another person, including yourself.
- b: If unconditional contracts for the sale are exchanged within six months after the period during which we have Sole Selling Rights to a purchaser who was introduced during that Sole Selling rights Period or with whom we had negotiations about the property during that period.
- c: If we have introduced a purchaser who is ready, willing and able to exchange contracts.
- d: Where a purchaser exchanges contracts but fails to complete the purchase, we shall be paid our commission out of deposit monies held by your solicitors within seven days of the completion date. If there is no deposit or the deposit is less than our fees, you will pay our fees.
- e: If payment is not made within seven days of completion any discount offered will become void and charges will revert to our standard agency rate of 1.25%. Interest will be added at 3% above Barclays Base Rate from the date of completion.
- f: We are hereby authorised to submit our account to your Solicitors and it is agreed that they will settle our account in full on completion of the sale.
- g: A 'Purchaser' includes a builder or anyone else buying your property in part exchange for another property.
- h: There may be a dual fee liability if you have either previously instructed another agent to sell the same property on a Sole Agency, Joint Sole Agency or Sole Selling Rights basis or you instruct another agent during or after the period of our Sole Selling rights.

INTERESTED PARTIES

It is agreed that no party is currently negotiating the property and that no introduction has already been made by any party and that no other agent is currently instructed. It is further more agreed that the property will not be listed with any other agent or on any website without our written agreement whilst this agreement is in force. If you are already in negotiations with an individual regarding the sale of the property their full details must be disclosed here prior to signing this agreement.

CONNECTED PERSONS AND PERSONAL INTERESTS

The law requires that we declare to prospective purchasers if you are related or connected in business to any member of staff in the agency or any associated company.

ENERGY PERFORMANCE CERTIFICATE

In signing this agreement, you acknowledge that you are required to provide an up-to-date EPC for your property.

CLIENT/SELLER AUTHORISATION

I am entitled to sell the property and have read, understood and agree to the terms of this agreement. I can confirm that to the best of my knowledge the information regarding my property is accurate and that I have not withheld any materially significant information. The information provided may be used at the Agents discretion and released to any prospective purchasers. I hereby indemnify the Agent accordingly. Should there be any changes I will notify the Agents in writing. In signing this contract, if this agreement is not signed by all owners and/or Trustees by signing below you confirm that you are authorised to sign on behalf of all such persons.

CLIENT IDENTITY

Estate Agents are required to prove the identity of clients selling property prior to the commencement of marketing. We may accept emailed or scanned documents from clients who are abroad where the cumulative weight of information presented and the risk levels associated with the transaction are balanced. Two forms of identity are required: A document identifying the person(s): A current full passport: Resident permit issued by Home Office: Current UK driving licence:* State Pension book:* Inland Revenue tax notifications.

We may require a search with Experian for the purpose of verifying your identity to comply with Anti Money Laundering Legislation – this is not a credit check. To do so Experian may check the details you supply against any particulars on any database, public or otherwise, to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.

THE PROPERTY REDRESS SCHEME

We are members of the PRS (The Property Redress Scheme) and follow their Code of Practice. You agree that we may give information about the sale of your property to the PRS if you register a complaint and they ask for it: And to help them monitor how we are following the Code. Full information is available directly from theprs.co.uk In the event that you have a complaint, please discuss it with us directly and in the unlikely event that it cannot be resolved the seller has the right of referral to the PRS.

MARKETING/ASKING PRICE

The Marketing/Asking price does not represent a formal valuation of the property and may change during the term of the agency but this will not affect the agreement itself.

IMMEDIATE START, WITHDRAWAL CHARGES AND TERMINATION

If you have instructed us to commence marketing immediately and then cancel the contract within the first 14 days (if the 14 days 'cooling off period' rules are applicable) you will be liable to a withdrawal fee. This fee will be calculated on the amount of work and the services that we have provided during the period up to the point of cancellation. This would also include commission if a buyer introduced by us purchases your property as explained under Fee Entitlement.

From day 15 of the instruction with sole Agency, you can cancel the contract by giving notice, the period of which is noted overleaf, with no penalty at any time after the period has elapsed.

From day 15 of instruction on a multi-Agency, you can cancel the contract by giving notice, the period of which is noted overleaf, with no penalty.

FOR SALE SIGN

Planning regulations permit the display of one advertisement, consisting of a single board or two boards joined back-to-back. You confirm that no other board, other than ours will be erected unless back-to-back as described. The Legal responsibility that only one board is erected lies with both the seller and the Agent. It is important that you are aware that the provision by us of a For Sale board will be an introduction to a purchaser who subsequently exchanges contracts even if you were previously acquainted with that person. Please note the seller is not entitled to make a claim if there is any damage due to erecting a For Sale sign.

ENERGY PERFORMANCE CERTIFICATES

EPCs give information on how to make your home more energy efficient and reduce carbon dioxide emissions. An EPC is required by law when a building is built, sold or put up for rent. It is valid for ten years. The seller and a person acting on behalf of the seller must use all reasonable efforts to ensure that an EPC is obtained within 28 days of marketing beginning. We can arrange an EPC for you or you may wish to provide your own. In the event that you supply your own, we need a copy within 28 days from the start of this contract or we will be obliged to suspend marketing until it is made available to us.

PROPERTY DESCRIPTION

Both the seller and agent have a duty to ensure that any information provided about the property is accurate and not misleading. No information be omitted which may impact on a prospective buyer's transactional decision. You will be asked to complete a property questionnaire and provide us with relevant information about your property both prior to and during marketing. You agree to check the sales particulars and advertising description and notify us immediately of any inaccuracies. You must also confirm any information provided by you is true and be able to supply documentary evidence to substantiate any claims made. We reserve the right to start marketing draft particulars.

UNOCCUPIED PROPERTY

We act as sales agents only and under no circumstances do we take responsibility for unoccupied property. Unoccupied property can deteriorate quickly and we strongly advise clients to make arrangements for their property to be checked regularly by a competent person.

ACCESS TO PREMISES

If we hold a key to the property, we will accompany any viewings, unless agreed otherwise. If we arrange for someone to view unoccupied property, we will agree the arrangements with you beforehand. It is our usual practice to release the keys to professionals who require access, such as surveyors acting on behalf of purchasers. In order to avoid delaying the sale, once we have established their identity, they will be permitted unaccompanied access. Please advise us immediately if this is NOT acceptable. We will continue to seek the client's permission to allow unaccompanied visits by any other third parties such as trades people or representatives of any utility company.

PUBLIC LIABILITY

We will be showing potential purchasers around your property. It is your responsibility to make sure that it is safe for visitors and that they will not come to harm. It is an express condition of this contract that you fully indemnify us against any claim made by any visitor for injury sustained on your property.

COPYRIGHT

We retain copyright to all advertising material used to market the property and reserve the right to use it for marketing initiatives following completion.

READY, WILLING AND ABLE BUYER

The final sale price includes the price the property is sold for the value of the fixtures and fittings and any other fees or incentives, before discounts, agreed between the buyer and seller.

FINAL SELLING PRICE

The Final Sale Price includes the price the property is sold for, the value of the fixtures and fittings and any other fees or incentives before discounts, agreed between the buyer and seller.

SUB-AGENT

We reserve the right to use national and international sub-Agents to assist in the marketing of the property.

OTHER SERVICES

We reserve the right to offer a full range of other services to prospective purchasers which may include estate agent financial services, removals, surveys, and conveyancing from which we may derive other commission or fees.

DISCRIMINATION

We will not discriminate or threaten to discriminate against any prospective buyer of the client's property because that person is, will not be, or is unlikely to be accepting services that we will directly or indirectly provide.

COMMISSION FEE ENTITLEMENT

The commission fee will be earned by us if we introduce, directly or indirectly a person who contracts to purchase the property during the period of the contract. We have a specific entitlement to a fee if: the property is sold to a family member: One of the owners buys another owner's share (e.g. as part of a separation agreement): The property is sold to a Property Developer: The property is part exchanged: The property is sold at auction or is repossessed: If the seller withdraws for any reason after contracts are exchanged.

INTERESTED PARTIES

If any individuals or parties have shown interest in purchasing the property prior to this agreement, privately or through another agent, we will generally be entitled to our fees if we 'introduce' the buyers wither directly or indirectly, eg after seeing a for sale board or identifying the property from published information on the internet. To avoid future disputes, it is therefore important that you tell us now. Even if you declare an 'interested party' it may be that the party has since lost interest. If we are able to revive that interest, we will be entitled to commission if it transpires, we were the effective cause of sale.

PAYMENT

Our fees along with value added tax at the prevailing rate together with any additional costs agreed, must be discharged without deductions by the solicitor or conveyancer on or immediately after the date set for completion of the sale, and by signing this agreement you hereby irrevocably authorise the solicitor or conveyancer to do so. Should your account not be paid within 7 days of completion, any discount will become void, interest will be added at a rate of 3% above Clearing Bank base rate from the date of completion.

DUAL FEE WARNING

Please remember if you have instructed another Agent to sell your property on a sole agency/sole selling rights basis, you may be liable to pay their fee as well as ours. Please also remember that if a multiple agency arises you may be liable to pay a higher fee and another fee.

TERMINATION

If the agreement is terminated prior to term but the property is not withdrawn from the market completely for a consecutive period of at least three months, then the agreement shall recommence for the full period from the date of remarketing. Please note that if a multiple agency arises you may be liable to pay a higher fee and another fee.