

sole selling rights agreement

CONFIRMATION OF INSTRUCTIONS AGREEMENT

TERMS AND CONDITIONS OF BUSINESS

(In accordance with the Estate Agents Act 1979 and The Estate Agents (Provision of Information) Regulations 1991)

Important Notice

This is a legal document. Please take time to read it carefully and ask any questions relating to the terms and conditions below before signing.

This is a Sole Selling Rights Agreement Between
Sanderson Estate Agents (the 'Agent') and

_____ (the 'Client')

For the sale of _____ (the Property)
This agreement is for a minimum period of 3 months of marketing starting from the date this agreement was signed by the Client. This agreement will then continue after the minimum period until terminated by notice under the termination of agency clause below. This agreement appoints the agent to market the property for sale on the terms set out below agreed between the parties.

The Property will be marketed at an initial asking price of

£ _____. The asking price is not a valuation but a figure for marketing purposes.

Agency Fees

Commission of _____ % of the selling price at which contracts are exchanged (including any part of the price attributable to contents such as curtains, carpets and any other fixtures and chattels where their sale is agreed by the Agent) + VAT at the prevailing rate at exchange of contracts will be charged by the Agents if payable under the terms of this agreement.

Based on the asking price referred to above and current level of VAT our fees will be
£ _____ + VAT of £ _____ TOTAL: £ _____
Please note should the final sale price be higher or lower than the asking price our commission will be correspondingly higher or lower and is subject to a minimum fee of £800 + VAT.

The Agent's charges

The commission the Client pays the Agent is based on the total value of the transaction including the price of fixtures and fittings. The total value of the transaction will also include the value of any other non cash consideration put forward by the buyer.

The amount charged will be either the percentage rate or the specified amount shown, subject to any minimum fee detailed above.

Withdrawal Charges

If the Agency Agreement is terminated by the Client at any time, or the Property is sold other than in circumstances entitling the Agent to a fee as stated in these terms and conditions, the Client will pay to the Agent an administration charge of £150 + VAT plus any agreed marketing/advertising charges. The administration charge will be paid by the client within fourteen days of withdrawal. This does not affect the Client's rights to withdraw or withhold payment where the Agent has failed in his obligations and responsibilities to the Client under this agreement.

Additional Charges

The Agent may recommend additional marketing activity for the Client's property and will make a separate charge for this. The Agent will not commit to any additional marketing without asking and agreeing such costs with the Client first and in writing.

The Client will be sent a separate invoice for any extra charges. The Client must pay the invoice in full within 14 working days of the date on it (or within fourteen days of withdrawal of the Property from the market, whichever is earlier). Unless stated otherwise, the Client must pay VAT on all charges. We suggest an initial press advertising campaign and request your authority to undertake advertising expenditure on your behalf budgeted to £ _____ plus VAT. We recommend immediate local advertising in the Cambrian News or Caernarfon & Denbigh Herald which we can arrange at a cost of £25.00 +VAT per insertion.

Settlement of Fees

(a) Fees Payable for Sole Selling Rights

Commission fees are payable as a result of the circumstances outlined herein. Fees become due at exchange of contracts or (if there is no contract) upon completion of the sale.

(b) Responsibility of Fees

The responsibility for the payment of these fees remains with the Client named herein. The Agent will submit his account to the Client's solicitors/licensed conveyancer who should settle the payment no later than three working days after completion or 28 days after exchange of contracts on the Property, whichever is sooner.

If the account remains unpaid 10 working days after the payment date the Agent reserves the right to charge daily interest on the outstanding balance at an annual rate of interest 2% above the HSBC base rate from the due payment date until payment is received in full.

Double Commission Warning

If the Client has instructed another agent on a Sole Agency / Joint Sole Agency or Sole selling rights basis the Client must check, whether by instructing this agent as well, the Client will be liable to pay both estate agents' fees.

Sole Selling Rights

The Client will be liable to pay fees to the Agent, in addition to any other costs or charges agreed, in each of the following circumstances-

- If unconditional contracts for the sale of the Property are exchanged in the period during which the Agent has sole selling rights, even if the purchaser was not found by the Agent but by another agent or by any other person, including the Client;
- If a purchaser first introduced by the Agent during this agreement goes on to buy the property within six months of the date this agreement ended.

Ready, Willing and Able Purchaser

A purchaser is a ready willing and able purchaser if he is prepared and is able to exchange unconditional contracts for the purchase of your property.

You will be liable to pay commission to the Agent, in addition to any other costs or charges agreed, if such a purchaser is introduced by the Agent in accordance with your instructions and this must be paid even if you subsequently withdraw and unconditional contracts for sale are not exchanged, irrespective of your reasons.

Termination of agency

Either party can terminate this agreement by giving fourteen days notice to the other in writing. The fourteen days notice may be given at any time to terminate this agreement at the end of or after the last day of the Minimum period. The Client agrees that all fees will be paid within the fourteen-days of the date they fall due for payment. Should you decide to instruct additional agents to act in the sale after the Minimum period, 14 days notice will similarly be required as above and our commission rate will then be based on a multiple agency and increased to 2.25% + VAT.

Marketing Issues

(a) The Client agrees that details of the Property can be circulated to all Sanderson Estate Agents offices and they will then also be able to offer the Client's property for sale at no extra cost to the Client.

Yes No (Please tick box)

(b) The Client consents that details of the Client's property may also appear on such property websites as seen fit by the Agent.

Yes No (Please tick box)

For Sale Boards

The Agent asks permission to erect a For Sale board at the Property to assist in the marketing of the Property. Any such board will comply with the Town and Country Planning (Control of Advertisements) Regulations 1992, as amended. The Client consents that the Agent may erect a For Sale board at the Property

Yes No (Please tick box)

The Agent accepts liability for any claim arising under these Regulations in connection with the board, unless the action arises as a result of a further board being erected by another agent. The For Sale board will remain at all times the property of the Agent.

Offers

The Agent will, promptly forward details in writing of all offers received from potential Buyers at any time up until contracts have been exchanged, unless the offer is of an amount or type which the Client has specifically instructed the Agents, in writing, not to pass on. A written or computerised record of all offers received will be kept (including the date and time such offers the Agent received and the client's response). This record will be available to the Client on request. In turn, the Client must promptly inform the Agent of all enquiries or discussions which the Client may have with any prospective purchaser introduced by this agent that are not made with the knowledge of the agent.

Access to Premises

If the Agent holds the keys to the Property, any viewings carried out by the agent must be on an accompanied basis, unless the Agent and Client agree otherwise in writing. If the Agent is arranging for someone to view an occupied property, the Agent must agree the arrangements with the occupier beforehand.

It is the Agent's usual practice to release the keys to certain professionals who require access, such as surveyors acting on behalf of purchasers. In order to avoid delaying the sale, once the Agent has established their identity, they are permitted to inspect the Property unaccompanied. Please advise the Agent immediately if this is NOT acceptable to the Client. The Agent 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 companies.

Extra services

By law, the Agent must tell the Client if the Agent or any connected person intends to earn any commission from offering the Client or a buyer other services. If the Agent or any connected person earns money from any of these services the Agent or connected person would keep this commission. The following services will be offered by the Agent or connected persons: Conveyancing, Estate Agency, Mortgage & Financial Advice, Energy Assessments, Valuations and Surveys.

Personal interest

By law, the Agent must declare whether there is a personal interest in the sale of the Property. To assist the Agent to fulfill this obligation the Client is asked to indicate any personal association with the Agent of which the client is aware. If the Client is, or thinks he may be, a close relative or a friend, or have any business interests with anyone involved with the Agent, the Client should let the Agent know immediately.

Is the client aware of any such interest? Yes No (Please tick box)

If the answer is yes, please give details on an additional sheet.

Additional sheet attached? Yes No (Please tick box)

The Property details

The property details the Agent will prepare after the Agent's visit will be sent to you shortly. Under the Property Misdescriptions Act 1991, anything the Agent says or publishes about the Property, as the Client's estate agent must not be false or misleading. It is very important that the Client reads these details carefully and immediately informs the Agent if there is anything that the Client thinks the Agent should have included or that is inaccurate. Please remember that the Agent cannot say anything about the Client's property that the Agent cannot prove. For example, the Agent should not say that a home has cavity-wall insulation if there are no guarantees or invoices to show that the work was done. Any alterations the Client might want to make must meet the requirements of the law. In all cases, the final decision will rest with the Agent

Discrimination

The Agent will not discriminate against any person under the definitions of The Sex Discrimination Act 1975, The Race Relations Act 1976, Equality Act 2006 or Equality Act 2010. The Agent 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 the Agent will (directly or indirectly) provide.

Data Protection

The Agent is registered under the Data Protection Act 1998

Provision of an EPC

Marketing cannot commence before an Energy Performance Certificate (EPC) has been ordered. By signing this agreement, the client has agreed to either order or provide a valid EPC for the property. The provision of an EPC can be arranged through Sanderson estate agents or through another provider.

Letting

If the property is let to a tenant who we introduce, our letting commission will be equal to one months rent (+VAT) and payable to us on the commencement date of the lease or tenancy agreement.

Money Laundering

Under the Money Laundering Regulations 2003 and The Proceeds of Crime Act 2002 the Agent is legally obliged to verify the identity of the Client through sight of legally recognised photographic identification (e.g. passport, photographic drivers license) and documentary proof of address (utility bill, council tax demand or bank statement).

The Property Ombudsman

The Agent is a member of TPOS (The Property Ombudsman Scheme) and follows the TPOS Code of Practice. The Client agrees that the Agent may give information about the sale of the Client's property to the Ombudsman, if the Client has registered a complaint and he asks for that information. The Client also agrees that the Agent may give the Client's contact details to TPOS (if they ask for it) to help them monitor how the Agent is following the Code of Practice. A copy of the Code of Practice and the Consumer Guide is available from www.tpos.co.uk

Rules of Conduct

The Agent is a member of the NAEA and has agreed to abide by its Rules of Conduct and Code of Practice.

Press Advertising

I/we authorise expenditure to be carried out on press advertising on my/our behalf up to £ _____ + VAT for up to ____ Cambrian News or Caernarfon & Denbigh Herald advertisements.

Signatures

Before signing this agreement you should ensure that you have read the terms of the agreement and asked for clarification of any issue that is not understood.

The Agent and the Client (undersigned) have read and agree to the terms and conditions of this agreement.

The Client acknowledges that by appointing the agent the client is contracting on behalf of the client and all owners of the Property. When you instruct Sanderson Estate Agents you are contracting on behalf of all owners of the Property.

Signed _____

Name _____

Date _____ For and on behalf of the Client

Signed _____

Name _____

Date _____ For and on behalf of the Client

Signed _____

Name _____

Date _____ For and on behalf of Sanderson

Estate Agents (the Agent).

Position _____