

These Terms and Conditions apply to the market a residential property for the Owner's contract with the Agent and the Appointment Form.

gent>> ("**Agent**") is appointed to Conditions form the basis of the them carefully before signing the

1. Definitions

"Agency Period"

starting on the date this contract ending when unconditional signed for the sale of the Property;

"Appointment Form"

be completed and signed by the t in order to appoint the Agent as

"Commission"

on set out in the Appointment

"Joint Sole Agency"

liable to pay remuneration to an to any other costs or charges the unconditional contracts for the e exchanged with a purchaser:

uced by that agent or the other med joint agent during the period the agent's joint sole agency; whom that agent or the other med joint agent had negotiations out the property during that riod; or uced by another agent during that riod;

"Owner"

the Property;

"Property"

y identified in the Appointment

"Redress Scheme Order"

Agents (Redress Scheme) Order

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- 1.1 Any reference in the statute to any expression, including telex, cable, facsimile, or any other means of communication, shall be construed to include any other means of communication.
- 1.2 Any reference in the statute to any expression shall be construed to include any other expression that is amended, re-enacted, or replaced by any other expression.
- 1.3 The headings in this statute shall be construed to include any other heading that is amended, re-enacted, or replaced by any other heading.

2. Appointment of Agent

2.1 The Owner appoints the Agency with Sole Selling Rights for the Agency Period.

2.2 Unless otherwise specified in writing, the Agency Period shall be for the term and purposes mentioned in Section 1.1.

ir agent in relation to the Property
duties referred to in clause 3.

Form, the Owner shall not during
on as the Owner's agent for the

3.1 The Agent shall ma

on the open market.

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- 3.2 Without prejudice to clause 3.1, the Agent shall prepare particulars of the Property in written form, including photographs and, if available, video footage, which shall have been approved by the Owner, the Agent shall include them in its advertising materials and add them to its website.
- 3.3 The Agent shall give a written valuation of the Property's value.
- 3.4 The Agent shall, if required by the Owner, and at the Owner's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property prior to marketing. The Agent shall not market the Property unless a valid EPC is available.
- 3.5 The Agent shall, if required by the Owner, erect and maintain a "for sale" board outside the Property in accordance with the Town and Country Planning (Control of Advertisements) Regulations 2007.
- 3.6 The Agent shall deal with potential buyers, arrange and escort viewings and keep the Owner informed of the outcome of all enquiries and offers.
- 3.7 The Agent shall take all reasonable steps to establish the source and availability of any person who has made an offer to buy the Property. The Agent shall relay this information to the Owner.
- 3.8 The Agent shall within 14 days of completion of the sale to the Owner an invoice for the Commission.
- 3.9 The Agent shall make the Property available to the Owner at all reasonable times and during the Agency Period for the purposes of completion of the sale.
- 3.10 The Agent shall obtain all necessary licences, permits and consents for the performance of its duties and shall comply with all relevant legislation.
- 3.11 The Agent shall act with the utmost diligence and in accordance with the Terms and Conditions.
- 3.12 Subject as provided in the Terms and Conditions and to any directions properly given, the Agent shall be entitled to perform its duties in such manner as it may think fit.

4. The Owner's Commitments

- 4.1 The Owner confirms that he/she/it is the legal owner(s) of the Property and are entitled to sell it.
- 4.2 The Owner shall provide the Agent with two sets of keys to the Property and confirm that the Agent may use the keys as necessary.
- 4.3 The Owner understands that the Agent may be unable to market the Property unless a valid Energy Performance Certificate (EPC) is available. The Owner shall either provide a valid EPC or instruct the Agent to arrange for an EPC to be prepared (at the cost of the Owner).

- 4.4 The Owner shall check the particulars of the particulars prepared by the Agent and shall confirm their accuracy and shall confirm any required changes.
- 4.5 If the Agent has written particulars, the Owner shall ensure that the Agent has placed a "for sale" board at the Property, the Owner shall ensure that the Agent has placed a board at the Property for the Agency Period.
- 4.6 The Owner shall inform the Agent of any offers received during the Agency Period from potential buyers introduced by the Agent.
- 4.7 The Owner shall pay the Agent in accordance with these Terms and Conditions.
- 4.8 The Owner shall pay the Agent a commission on that has not been paid by the Agent on the date of completion of the Property at the rate of << e.g. 2>> per cent above the basic rate of the Agent's Bank plc from the completion date until the date of completion.
- 4.9 Subject to compliance with these Terms and Conditions, the Owner shall indemnify the Agent but not limited to a sum of £10,000 which the Agent may reasonably incur in defending a claim against it may incur by reason only of its being held out as the Agent.

5. **Duration and Termination**

- 5.1 The contract between the Agent and the Owner shall continue for the Agency Period unless terminated by either party in accordance with the following provisions.
- 5.2 Either party may terminate the contract by giving to the other not less than <<insert notice period>> written notice, to expire at or any time after the end of the Agency Period.
- 5.3 Upon the termination of the contract, the Agent and the Owner:
- 5.3.1 the Agent shall not market, advertise or solicit offers for the Property;
- 5.3.2 the Commission shall be payable to the Agent by the Owner if a buyer introduced by the Agent purchases the Property:
- a) through the Agent within 6 months of the date of termination;
- b) without the Agent within 2 years of the date of termination;
- 5.3.3 the Agent shall not be liable to the Owner for compensation for loss of agent's commission or any similar loss (except unpaid commission).
- 5.4 The rights to terminate the contract by this Clause 5 shall not prejudice any other right or remedy (including without limitation any) or any other breach of the contract.
- 5.5 If at any time controlled by the Agent (as defined in the Taxes Act 1988) of the Agent or any person or group of connected persons (as defined in the Taxes Act 1988) not having control of the Agent shall forthwith give written notice to the Owner identifying the person or group of connected persons and the Owner shall be entitled to terminate the contract within << >> months written notice.

to the Agent within
terminate the contract

notice from the Agent was given, to

6. Complaints and Redress

- 6.1 In accordance with
redress scheme for
- 6.2 The name of the
[Ombudsman Servi
- 6.3 A copy of the Age
request.

Order the Agent is a member of a

is [The Property Ombudsman]
Property Redress Scheme].

g procedure may be obtained on

7. Nature of Agreement

- 7.1 The contract between
neither party may
charge) or sub-licen
delegate any of its
the other party.
- 7.2 These Terms and C
entire agreement b
not be modified e
authorised represen
- 7.3 Each party acknowl
any representation,
in these Terms and
warranties or other
the fullest extent pe
- 7.4 No failure or delay
contract shall be de
party of a breach o
waiver of any subse
- 7.5 If any provision of
competent authority
Terms and Condition
the remainder of the

gent is personal to the parties and
charge (otherwise than by floating
under, or sub-contract or otherwise
except with the written consent of

the Appointment Form contain the
respect to the Property and may
t in writing signed by the duly

to the contract, it does not rely on
sion except as expressly provided
Appointment Form, and all conditions,
e or common law are excluded to

cising any of its rights under the
that right, and no waiver by either
contract shall be deemed to be a
e or any other provision.

ions is held by any court or other
orceable in whole or in part, these
alid as to the other provisions and

8. Notices and Service

- 8.1 Any notice or othe
Conditions to be giv
 - 8.1.1 delivering it
 - 8.1.2 sending it by
 - 8.1.3 sending it by
means of co
- to the other party at

r authorised by these Terms and
other shall be given by:

class post; or

simile transmission or comparable

use 8.4.

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8.2 Any notice or information given in accordance with Clause 8.1.2 which is not received by the party to whom it has been given or to whom it has been directed, shall be deemed to have been given or directed if it has been posted; and proof that it was properly addressed and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been given or directed.

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8.3 Any notice or information given by any means (including by post, telex, cable, facsimile transmission or otherwise) shall be deemed to have been duly given on the date on which it was given, provided that a confirming copy of it is sent by post to the party at the address given in Clause 8.4 within 24 hours of the date on which it was given.

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8.4 Service of any document in connection with any legal proceedings concerning or arising out of the Property shall be effected by either party by delivery to its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

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9. Information for the Owner

9.1 [The Agent offers a range of services including <<Insert list e.g. mortgage advice, insurance, surveying, conveyancing etc>> to buyers for a fee.]

9.2 [The Agent recommends <<Insert list e.g. mortgage advice, insurance, surveying, conveyancing etc>> to buyers and services to buyers including mortgage advice, insurance, surveying, conveyancing etc. The Agent may receive commission for such recommendations.]

9.3 The Owner may be entitled to a Commission, in addition to the Commission, if the Agent introduces the Seller to another agent, in addition to the Agent, to sell the Property.

9.3.1 the Seller has entered into an exclusive or Sole Agency Agreement with the Agent for the sale of the Property on a Sole Agency basis; or

9.3.2 the Seller instructs the Agent to sell the Property during or after the Agency Period.

10. VAT

These Terms and Conditions shall be deemed to include in detail the Agent's fees inclusive of VAT and exclusive of VAT. If, after the date of the Agreement, the rate of VAT is changed by the government, it is agreed between the parties that the Agent shall be liable to pay the new rate of VAT from the date the new rate becomes applicable, regardless of whether the Agent has notified the Owner of the change.

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11. Relationship of the Parties

Nothing in these Terms and Conditions shall be deemed to create, or be deemed to create, a partnership or the relationship of a partner or employee between the Owner and the Agent.

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12. Jurisdiction

These Terms and Conditions shall be deemed to be governed and construed in all respects in accordance with the law of England and Wales.

accordance with the laws
the non-exclusive jurisdiction

and each party hereby submits to
lsh courts.

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