

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

The Agent (>> ("**Agent**") is appointed to market the Property under the Conditions form the basis of the Agent's contract with the Owner. The Agent must read them carefully before signing the Appointment Form.

1. Definitions

"Agency Period"

Starting on the date this contract is signed, and ending when unconditional contracts are exchanged for the sale of the Property;

"Appointment Form"

The form to be completed and signed by the Agent in order to appoint the Agent as the Agent;

"Commission"

The Commission set out in the Appointment Form;

"Joint Sole Agency"

The Agent is liable to pay remuneration to an Agent, and to any other costs or charges incurred by the Agent in the unconditional contracts for the sale of the Property exchanged with a purchaser:

Produced by that agent or the other Agent named joint agent during the period of the agent's joint sole agency; or by whom that agent or the other Agent named joint agent had negotiations about the property during that period; or produced by another agent during that period;

"Owner"

The Owner of the Property;

"Property"

The Property identified in the Appointment Form;

"Redress Scheme Order"

The Agents (Redress Scheme) Order

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- 1.1 Any reference in expressions, including telex, cable, facsimile
- 1.2 Any reference in the statute shall be construed as amended, re-enacted
- 1.3 The headings in this interpretation.

2. Appointment of Agent

2.1 The Owner appoints _____
on a Joint Sole Agent Agreement.

2.2 The Owner shall name _____
the Owner's agent for the _____
joint agent named in _____

3. The Agent's Duties

period appoint any other person as
named in clause 2.1 except for the

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, a video recording. All particulars, including photographs and, if available, video footage, shall have been approved by the Owner, the Agent shall include them in the 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 viewings.
- 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, after being notified of exchange of contracts in relation to the Property, submit 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 shall provide access to the Property 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 and regulations.
- 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 Commitment

- 4.1 The Owner confirms that the Property is the property of the Owner and is 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 is entitled to use the keys as necessary.
- 4.3 The Owner understands that the Agent will not be able 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 information prepared by the Agent and shall confirm their accuracy and approve any required changes.
- 4.5 If the Agent has written confirmation from the Owner placed a "for sale" board at the Property, the Owner shall ensure that the agent to erect or maintain such a board at the Property for the Agency Period.
- 4.6 The Owner shall inform the Agent of all offers received during the Agency Period from potential buyers who have not been 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 date of completion of the sale of the Property at the rate of << e.g. 2>> per cent above the basic rate of the relevant Bank plc from the completion date until the date of completion.
- 4.9 Subject to compliance with the above Conditions, the Owner shall be liable to the Agent but not limited to a sum of money 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 in writing 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 solicit, market, advertise or solicit offers for the Property;
- 5.3.2 the Commission shall be payable to the Agent for a buyer introduced by the Agent for 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 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 Agent shall be deemed to have been given or received 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 received.

the manner provided by Clause 8.1.2. If a notice or information is undelivered shall be deemed to have been given or received if it was so posted in the envelope containing it was so 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 received.

8.3 Any notice or information given by any comparable means (including electronic means) shall be deemed to have been duly given on the date of receipt by the Agent as provided in Clause 8.4 within 24 hours of receipt.

by any comparable means (including electronic means) shall be deemed to have been duly given on the date of receipt by the Agent that a confirming copy of it is sent to the Agent by the other party at the address given in Clause 8.4 within 24 hours of receipt.

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

in connection with any legal proceedings shall be effected by either party by delivering it to its registered or principal office, or to such other address as may be notified to it by the other party in writing.

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.]

ed 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 for a fee.]

and services to buyers including mortgage advice, insurance, surveying, conveyancing etc>> to buyers for a fee.]

9.3 The Owner may be entitled to the Commission, if the Agent is successful in selling the Property.

on to another agent, in addition to the Commission, if the Agent is successful in selling the Property.

9.3.1 the Seller has appointed the Agent on a Sole Agency basis.

another agent to sell the Property on a Sole Selling Rights basis; or

9.3.2 the Seller intends to sell the Property within the Agency Period.

ing or after the Agency Period.

10. VAT

These Terms and Conditions shall be inclusive of VAT and exclusive of VAT. If the rate of VAT changes between the parties, the Agent shall be liable to pay the new rate of VAT from the date the new rate is notified to the Owner of the change.

in detail the Agent's fees inclusive of VAT. If the rate of VAT changes between the parties, it is the Agent's responsibility to pay the new rate of VAT from the date the new rate is notified to the Owner of the change, regardless of whether the Agent has notified the Owner of the change.

11. Relationship of the Parties

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

create, or be deemed to create, a partnership or the relationship of a partner between the Owner and the Agent.

12. Jurisdiction

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

and construed in all respects in accordance with the law of England.

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accordance with the laws
the non-exclusive jurisdiction

and each party hereby submits to
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