

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

The Agent (>> ("**Agent**") is appointed to the Agent on the Agent's Conditions form the basis of the Agent's contract with the Agent and the Agent must read them carefully before signing the Agent's 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's sole 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

“Sole Agency”

“Sole Selling Rights”

- 1.1 Any reference in the Agreement to any expressions, including but not limited to, telex, cable, facsimile, electronic mail, or any other means of communication, shall be deemed to include any reference to any statute or provision of a law which has been amended, re-enacted or replaced.
- 1.2 Any reference in the Agreement to any statute shall be deemed to include any reference to that statute or provision as amended, re-enacted or replaced.
- 1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. Appointment of Agent

- 2.1 The Owner appoints the Agent on a Sole Agency basis in relation to the Property.
- 2.2 Unless otherwise stated in the Agency Period Form, the Owner shall not during the Agency Period appoint any other person as the Owner's agent for the purposes mentioned in clause 2.1.

3. The Agent's Duties

- 3.1 The Agent shall market the Property on the open market.

S

A

M

P

L

E

liable to pay remuneration to an agent in respect of any other costs or charges incurred by that agent during the period of the agent's sole agency; or with whom that agent had negotiations about the property during that period; or introduced by another agent during that period;

liable to pay remuneration to an agent in respect of any other costs or charges incurred by that agent during the period of the agent's sole agency; or with whom that agent had negotiations about the property during that period; or introduced by another agent during that period;

liable to pay remuneration to an agent in respect of any other costs or charges incurred by that agent during the period of the agent's sole agency; or with whom that agent had negotiations about the property during that period; or introduced by another agent during that period;

conditional contracts for the sale of the Property which have been exchanged in the period during which that agent has sole selling rights, even if the purchaser was not found by that agent but by the Owner or by any other person, including the Owner; and

conditional contracts for the sale of the Property which have been exchanged after the expiry of the period during which that agent has sole selling rights, in respect of a purchaser who was introduced to the Owner during that period or with whom that agent had negotiations about the property during that period.

conditions to "writing", or cognate expressions, shall include any communication effected by e-mail, electronic mail, or any other means.

reference to any statute or provision of a law shall be deemed to include any reference to that statute or provision as amended, re-enacted or replaced.

convenience only and shall not affect its interpretation.

their agent in relation to the Property for the purposes referred to in clause 3.

Form, the Owner shall not during the Agency Period appoint any other person as the Owner's agent for the purposes mentioned in clause 2.1.

on the open market.

- 3.2 Without prejudice to clause 3.1, the Agent shall prepare particulars of the Property in written description [, video footage] and photographs and, once 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 requested 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 requested 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 in respect of any person who has made an offer to buy the Property to establish the source and availability of funds. The Agent shall relay this information to the Owner.
- 3.8 The Agent shall within 14 days of either being notified of exchange of contracts in relation to the Property or 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 during the Agency Period for the purposes of completion of the sale of the Property.
- 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 Conditions.
- 3.11 The Agent shall act with due 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 sole 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 has copies of the keys as necessary.
- 4.3 The Owner understands that if the Agent is unable to market the Property for a period of 12 months (or such longer period (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 and confirm their accuracy of the information prepared by the Agent and shall confirm any required changes.
- 4.5 If the Agent has written confirmation that the Owner has placed a "for sale" board at the Property, the Owner shall not require 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 that have 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 Agent on 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 payment.
- 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 incur in defending a claim which 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 market, advertise or solicit offers for the Property;
- 5.3.2 the Commission shall be paid to the Agent by the Owner for a buyer introduced by the Agent on 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 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 Conditi
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.

tions 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.

S

8.2 Any notice or information sent by post to the Owner or the Agent in the manner provided by Clause 8.1.2 which is not received by the addressee shall be deemed to have been given or received if it is shown that it was properly addressed and 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.

A

8.3 Any notice or information sent by any means (including electronic means such as email, text, fax, cable, facsimile transmission or otherwise) shall be deemed to have been duly given on the date of transmission if it is shown that a confirming copy of it is sent by post to the addressee or to the Agent at the address given in Clause 8.4 within 24 hours of the date of transmission.

8.4 Service of any documents in connection with any legal proceedings concerning or arising out of the Property shall be effected by either party by delivery to the addressee at 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.

M

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 services to buyers including <<Insert list e.g. mortgage advice, insurance, surveying, conveyancing etc>> and services to buyers including <<Insert list e.g. mortgage advice, insurance, surveying, conveyancing etc>> and the Agent or its employees 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 Buyer to another agent, in addition to the Agent, to sell the Property.

9.3.1 the Seller has introduced the Buyer to another agent to sell the Property on a Sole Selling Rights basis; or

9.3.2 the Seller introduces the Buyer to another agent to sell the Property 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 these Terms and Conditions, 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.

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 or employee between the Owner and the Agent.

12. Jurisdiction

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

E

accordance with the laws
the non-exclusive jurisdiction

and each party hereby submits to
lsh courts.

S

A

M

P

L

E