

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

## 1. Definitions

**"Agency Period"**

**"Appointment Form"**

**"Commission"**

**"Joint Sole Agency"**

**"Multiple Agency"**

**"Owner"**

**"Property"**

**"Redress Scheme Order"**

agent>> ("**Agent**") is appointed to these Conditions form the basis of the contract. You must read them carefully before signing the Appointment Form.

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

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

on set out in the Appointment

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

incurred 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 incurred by another agent during that period;

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

incurred by that agent during the Agency Period; or by whom that agent had negotiations about the property during the Agency Period;

the Property;

only identified in the Appointment

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 such expressions as amended, re-enacted, or otherwise modified.
- 1.2 Any reference in the Agreement to any statute shall be deemed to include any such statute as amended, re-enacted, or otherwise modified, at the time of the execution of the Agreement.
- 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 Multiple Agency basis to act as the Owner's agent in relation to the Property.
- 2.2 The Owner may during the term of the Agreement appoint another person or persons to act as the Owner's agent in relation to the Property.

## **3. The Agent's Duties**

- 3.1 The Agent shall make the Property available on the open market.
- 3.2 Without prejudice to clause 3.1, the Agent shall prepare a written description of the Property, including photographs and video footage, and

liable to pay remuneration to an agent for any other costs or charges incurred by that agent during the period of the agent's sole agency; or by 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 for any other costs or charges incurred by that agent during the period of the agent's sole agency; or by 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 for any other costs or charges incurred by that agent during the period of the agent's sole agency; or by 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 exchanged in the period during which that agent has sole selling rights, even if the property was not found by that agent but by another agent or by any other person, other than the Owner; and

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

conditions to "writing", or cognate expressions, including but not limited to, telex, cable, facsimile, electronic mail, or any other means of communication effected by e-mail, or any other means.

reference to any statute or provision of a law shall be deemed to include any such statute or provision as amended, re-enacted, or otherwise modified, at the time of the execution of the Agreement.

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reference to any statute or provision of a law shall be deemed to include any such statute or provision as amended, re-enacted, or otherwise modified, at the time of the execution of the Agreement.

their agent in relation to the Property and shall be deemed to include any such agent as amended, re-enacted, or otherwise modified, at the time of the execution of the Agreement.

appoint another person or persons to act as the Owner's agent in relation to the Property.

on the open market.

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- 4.5 The Owner shall in the Agency Period from potential offers received during the Agency Period been introduced by the Agent.
- 4.6 The Owner shall pay the Agent in accordance with these Terms and Conditions the Commission fee.
- 4.7 The Owner shall pay the Commission on that has not been paid by the date of completion of the Property at the rate of << e.g. 2>> per cent above the basic rate of the Property Bank plc from the completion date until the date of completion.
- 4.8 Subject to compliance with the Agent's obligations under these Terms and Conditions, the Owner shall be held out as the Agent against any liability (including but not limited to a claim for which the Agent may reasonably incur in defending a claim) 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 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 any time.
- 5.3 Upon the termination of the contract between 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 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 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 Income Tax Act 1988) of any person or group of connected persons (as defined in the Income Tax 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 Agent shall be entitled to terminate the contract within << >> months written notice from the Agent was given, to terminate the contract.
6. **Complaints and Redress**
- 6.1 In accordance with the provisions of the Consumer Credit Order the Agent is a member of a

- redress scheme for
- 6.2 The name of the is [The Property Ombudsman]  
[Ombudsman Servi Property Redress Scheme].
- 6.3 A copy of the Age g procedure may be obtained on  
request.

## 7. Nature of Agreement

- 7.1 The contract between agent is personal to the parties and  
neither party may charge (otherwise than by floating  
charge) or sub-licen under, or sub-contract or otherwise  
delegate any of its except with the written consent of  
the other party.
- 7.2 These Terms and C the Appointment Form contain the  
entire agreement b respect to the Property and may  
not be modified e t in writing signed by the duly  
authorised represen
- 7.3 Each party acknow to the contract, it does not rely on  
any representation, sion except as expressly provided  
in these Terms and pment Form, and all conditions,  
warranties or other e or common law are excluded to  
the fullest extent pe
- 7.4 No failure or delay cising any of its rights under the  
contract shall be de that right, and no waiver by either  
party of a breach o contract shall be deemed to be a  
waiver of any subse e or any other provision.
- 7.5 If any provision of tions is held by any court or other  
competent authority rceable in whole or in part, these  
Terms and Conditi alid as to the other provisions and  
the remainder of the

## 8. Notices and Service

- 8.1 Any notice or othe r authorised by these Terms and  
Conditions to be giv other shall be given by:
- 8.1.1 delivering it
- 8.1.2 sending it by class post; or
- 8.1.3 sending it by simile transmission or comparable  
means of co
- to the other party at use 8.4.
- 8.2 Any notice or infor the manner provided by Clause  
8.1.2 which is not s undelivered shall be deemed to  
have been given o the envelope containing it was so  
posted; and proof t ing any such notice or information  
was properly addre d and posted, and that it has not  
been so returned t efficient evidence that the notice or  
information has bee

8.3 Any notice or information given in a manner comparable means to the person to whom given on the date of the notice as provided in Clause 8.4 within 24 hours.

8.4 Service of any document concerning or arising out of or in connection with the contract causing it to be delivered or to such other address from time to time.

## 9. Information for the Owner

9.1 [The Agent offers a  
e.g. mortgage advice  
etc>> to buyers for

9.2 [The Agent recommends  
 <<Insert list e.g. mortgage  
 conveyancing etc>>  
 recommendations.]

9.3 The Owner may be the Commission, if

9.3.1 the Seller has

on a Sole Ad

9.3.2 the Seller ins

## 10. VAT

These Terms and Conditions of VAT and exclusive of VAT agreed between the parties from the date the new rate notified the Owner of the change.

## 11. Relationship of the Parties

Nothing in these Terms a  
partnership or the relations  
Agent.

## 12. Jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of New York, and the non-exclusive jurisdiction of the courts of the State of New York.

ex, cable, facsimile transmission or  
I be deemed to have been duly  
that a confirming copy of it is sent  
erty at the address given in Clause

Costs of any legal proceedings shall be effected by either party by or through its registered or principal office, and to it by the other party in writing.

ed services including <<Insert list  
surance, surveying, conveyancing  
n a fee.]

and services to buyers including  
ent advice, insurance, surveying,  
receive commission for such

on to another agent, in addition to

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

ing or after the Agency Period.

in detail the Agent's fees inclusive of VAT. If the rate of VAT has changed by the government, it is liable to pay the new rate of VAT regardless of whether the Agent has

create, or be deemed to create, a  
employee between the Owner and the

and construed in all respects in  
and each party hereby submits to  
lish courts.