

Agency Agreement

OUR TERMS OF BUSINESS WHEN ACTING AS YOUR AGENT

TERMS of AGENCY AGREEMENT

Names of Sellers or Beneficial Owners

Name

Tel Mobile.....

Email

Name

Tel Mobile.....

Email

Address of Property to Sell

.....

.....

Correspondence Address

.....

.....

Marketing/Asking Price (not a valuation)

£

☐ Sole Agency

Our *sole agency* rate is

1.8% INC VAT (1.5% +VAT)

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us during the period of our sole agency, or with whom we had negotiations about the property during that period, or with a purchaser introduced by another agent or any private introduction during that period. This liability extends for 6 months from the date this agreement ended or 12 months if no other estate agent is involved.

☐ Joint Sole Agency

Our *joint sole agency* rate is

2.4% INC VAT (2% +VAT)

You will be liable to pay remuneration to us in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by, or with whom we or our joint agent had negotiations about the property during the agency period. This fee will be shared on a pre-agreed basis with our joint agent. This liability extends for 6 months from the date this agreement ended or 12 months if no other estate agent is involved.

☐ Multiple Agency

Our *multiple agency* rate is

3% INC VAT (2.5% +VAT)

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by, or with whom we had negotiations about the property during the agency period. This liability extends for 6 months from the date this agreement ended or 12 months if no other estate agent is involved.

The Fee

Should the property sell at the asking price the total commission payable will be

£ INC VAT

Should the property realise a higher or lower figure the commission payable will increase or decrease accordingly.

Funds for the purchase

The Agent shall take reasonable steps, in respect of any person who has made an offer to buy the Property, to establish the source and availability of that person's funds for the purchase, and the Agent shall relay this information to the Owner

Property ownership

The Owner confirms that they are the owner(s) of the Property and are entitled to sell it. Proof of ownership to be provided.

When you become liable to pay

The fee becomes payable in the event Charles Henry Peppiatt Ltd introduces a purchaser whether directly or indirectly who enters into a binding contract to purchase the property. Introduction may be made by means of sales particulars, the internet, newspaper or other advertisements, sign board, letter or personal enquiry through any Charles Henry Peppiatt Ltd office or any sub-agency. In the case of a sole agency or joint sole agency agreement, the fee becomes payable if another agent introduces the buyer. The fee payable to Charles Henry Peppiatt Ltd is inclusive of all local advertising carried out at our discretion. There will be no additional costs or charges unless they have been previously agreed by yourselves, e.g. National Advertising, Country Life, etc. Our commission is due upon exchange of contracts, payable from the proceeds of sale by your conveyancer/solicitor upon completion. Interest at the rate of 4% above the bank of England base rate may be charged until payment is made on accounts not settled by you or your conveyancer within 7 days of completion.

Termination

Termination of the agreement or a change of the type of agency can be effected by either party giving 21 days written notice, subject to the agreed minimum period, which is set at 16 weeks. The agreement will continue after the minimum period unless or until terminated by either party.

Energy Performance Certificate

A valid Energy Performance Certificate (EPC) is required for all properties offered for sale. The EPC must at least be commissioned before marketing commences and should be in place within 7 days. If it is not in place within 28 days the property must be withdrawn from the market until the EPC is available. If you instruct us to commission the EPC for you, Charles Henry Peppiatt Ltd will contact the Energy Assessor with your details and he or she will contact you to make payment and arrange access to the property.

☐ A valid EPC is already in place

☐ You have commissioned an EPC privately and evidence has been provided

☐ We will instruct an assessor and you will pay the assessor's fee from £95 + VAT, depending on the size of property

Marketing

You are bound by Charles Henry Peppiatt Ltd's Terms of Business from the time of verbal instructions to market your property. Charles Henry Peppiatt Ltd are able to offer all applicants and

prospective purchasers our full range of estate agency services including the valuation and marketing of their present property.

'For Sale' board erected outside the property? Yes ☐ No ☐

Consumer Protection Regulations

A copy of the property details will be forwarded to you. Under the Consumer Protection from Unfair Trading Regulations and the Ombudsman's Code of Practice, anything we say or publish about your property must be accurate. It is therefore very important that you read the details carefully and immediately inform us if there is anything that is inaccurate.

In addition, we are obliged to pass on any material information that would impact on a potential buyer's transactional decision and so you must advise us of anything you feel is relevant to this.

Introduction/Offers

If anyone contacts them directly, they will be redirected to our office

Property-Related Services

Charles Henry Peppiatt Ltd recommends certain products and services to buyers including mortgage advice, conveyancing, and surveying. We may receive commission for such recommendations.

Anti-Money Laundering

Charles Henry Peppiatt Ltd are required by law to be able to categorically confirm the identity of each client. In order to do this, but not be intrusive, we require sight of documentary proof of address, together with acceptable photographic ID, such as a passport or photo driving licence. We will also check to establish if the buyer or seller is a Politically Exposed Persons and check the source of any purchase funds. We will also check to see if any persons over the age of 18 also live in the property and if they consent to the sale of the property. Copies may be taken and held on file.

Unoccupied Properties

Charles Henry Peppiatt Ltd take no responsibility for unoccupied properties, unless separately agreed in writing.

Declaration of Interest

Charles Henry Peppiatt Ltd is obliged to declare whether there is a personal interest in the sale of the property. If you are, or think you may be, a close relative or a friend or have any business interests with anyone involved with Charles Henry Peppiatt Ltd, you should let us know immediately.

Are you aware of any such interest? Yes ☐ No ☐

If the answer is 'yes' please give details over:

Money Laundering Regulations (2017)

In accordance with the Regulations we are required to confirm the identity of all seller(s) of the property. We are also required to keep a record of the evidence we have verified. If for any reason we are unable to confirm your identity in the course of establishing a business relationship with you, we reserve the right to withdraw the property for sale until formal proof of identity is received.

	Seller One	Seller Two
Name		
Proof of I.D. Seen		
Doc. No.		
Date of Issue/Exp.		
Issuing Authority		
Place/D.O.B.		
Proof of Residency		
Date of Issue		
Name of Issuer		
Ref. Number		

Name of Charles Henry Peppiatt Ltd Representative

I have verified the identity of the seller(s) by checking the original documentation listed above;

Signed..... Date

Cancellation Notice

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you wish to cancel this contract you must do so in writing and deliver your notification personally, or send it to us by post within 14 days to Charles Henry Peppiatt Ltd, Block H, Southgate Office Village, 286c Chase Road, N14 6HF or email info@ch-p.co.uk. You may use this form, but you do not have to.

To

I/We hereby give notice that I/we cancel the contract for the supply of estate agency services that was agreed on in relation to my/our property at

.....

I/we understand that I/we may be liable for the expenses/fees, as outlined in the agreement I/we signed

Name & Address

.....

.....

.....

Signed

Dated

Signed

Dated