

# Agency Agreement

OUR TERMS OF BUSINESS WHEN ACTING AS YOUR AGENT





SALES



# **TERMS of AGENCY AGREEMENT**

Names of Sellers or Beneficial Owners		Address of Property to Sell		
Name         Mobile		Correspondence	Addross	
Email		-	Audiess	
Name				
Tel Mobile	······		Price (not a valuation)	
Email		£		
Our sole agency rate is	Property owners  The Owner confirms that they are and are entitled to sell it. Proof of	re the owner(s) of the Property	prospective purchasers our full range of estate agency service including the valuation and marketing of their present property	
1.8% INC VAT (1.5% +VAT)			'For Sale' board erected outside the property? Yes No	
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.  When you beco		e event Charles Henry Peppiatt whether directly or indirectly ract to purchase the property. means of sales particulars, the vertisements, sign board, letter by Charles Henry Peppiatt Ltd case of a sole agency or joint be becomes payable if another effee payable to Charles Henry	Consumer Protection Regulations A copy of the property details will be forwarded to you. Und the Consumer Protection from Unfair Trading Regulation and the Ombudsman's Code of Practice, anything we say publish about your property must be accurate. It is therefo very important that you read the details carefully ar immediately inform us if there is anything that is inaccurat In addition, we are obliged to pass on any materic information that would impact on a potential buyer	
Joint Sole Agency Our joint sole agency rate is	Peppiatt Ltd is inclusive of all local discretion. There will be no add	al advertising carried out at our	transactional decision and so you must advise us o anything you feel is relevant to this.	
2.4% INC VAT (2% +VAT)	they have been previously agree Advertising, Country Life, etc. (		Introduction/Offers	
You will be liable to pay remuneration to us in addition to any	exchange of contracts, payable	from the proceeds of sale by	If anyone contacts them directly, they will be redirected to our office	
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.	your conveyancer/solicitor upo rate of 4% above the bank of Eng until payment is made on accou conveyancer within 7 days of cor	pland base rate may be charged unts not settled by you or your	Property-Related Services Charles Henry Peppiatt Ltd recommends certain products anservices to buyers including mortgage advice, conveyancing	
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.	<b>Termination</b> Termination of the agreement or		and surveying. We may receive commission for suc recommendations.	
	can be effected by either party subject to the agreed minimum p		Anti-Money Laundering	
Our multiple Agency rate is	The agreement will continue aft	er the minimum period unless	Charles Henry Peppiatt Ltd are required by law to be able t categorically confirm the identity of each client. In order to d	
3% INC VAT (2.5% +VAT)	or until terminated by either part	-	this, but not be intrusive, we require sight of documentary proc	
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.	A valid Energy Performance for all properties offered for sa commissioned before marketing in place within 7 days. If it is not property must be withdrawn fit is available. If you instruct us to Charles Henry Peppiatt Ltd will co	Certificate (EPC) is required sle. The EPC must at least be g commences and should be of in place within 28 days the rom the market until the EPC ocmmission the EPC for you,	of address, together with acceptable photographic ID, such as passport or photo driving licence. We will also check to establis if the buyer or seller is a Politically Exposed Persons and chec the source of any purchase funds. We will also check to see any persons over the age of 18 also live in the property and they consent to the sale of the property. Copies may be take and held on file.	
The Fee Should the property sell at the asking price the total commission payable will be	your details and he or she will of and arrange access to the proper	contact you to make payment rty.	<b>Unoccupied Properties</b> Charles Henry Peppiatt Ltd take no responsibility for unoccupied properties, unless separately agreed in writing.	

#### 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

Should the property realise a higher or lower figure the

commission payable will increase or decrease accordingly.

**Marketing** 

has been provided

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

We will instruct an assessor and you will pay the

assessor's fee from £95 + VAT, depending on the size

You have commissioned an EPC privately and evidence

#### **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.

re you aware of any such interest?	Yes	No	
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	Electronic Communications (EC Directive) Regulations 2003.	
	We will not pass on your details to any 3rd party organisations for marketing purposes without your prior written consent.	
	You have the right to withdraw your consent to us using your personal data at any time, and to request that we delete it.	
	We do not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Data will therefore be retained for a period of 10 years, fixed period.	
	Your data will only be stored in the UK.	
Data Protection/GDPR	Ombudsman	
All personal data is processed and stored securely, for no longer than is necessary in light of the reason(s) for which it was first collected. We will comply with our obligations and safeguard your rights under the Data Protection Act 2018 and the GDPR at all times.	Charles Henry Peppiatt Ltd is a member of The Property Ombudsman (TPO) scheme for Estate Agents and follows their Code of Practice. A copy of the Code of Practice and the Consumer Guide is available from www.tpos.co.uk	
Our use of your personal data will always have a lawful basis, either because it is necessary for our performance of a contract with you, because you have consented to our use of your personal data (e.g. by subscribing to emails), or because it is in our legitimate interests. Specifically, we may use your data for the following purposes:	Dual Fee Liability  Dual fee liability may occur if you have previously instructed another agent to sell the property, or where you instruct another agent to sell the property on sole agency or sole selling rights basis, during or after the termination of this agreement.  Right To Cancel	
• Supplying our services to you (please note that we require your personal data in order to enter into a contract with you);	If you are a consumer client and this contract was not agreed within one of our branches you have the right to cancel	
◆ Personalising and tailoring our services for you;	this contract within 14 days without giving any reason. The	
◆ Replying to emails from you;	cancellation period will expire after 14 days from the day this contract was agreed. To exercise the right to cancel, you must	
• Supplying you with emails that you have opted into (you may unsubscribe or opt-out at any time by emailing us at info@ch-p.co.uk or clicking on a link to unsubscribe on any email marketing that we may send to you.	inform us of your decision to cancel this contract by sending us a clear statement in writing to Charles Henry Peppiatt Ltd, Block H, Southgate Office Village, 286c Chase Road, N14 6HF or emailing us at info@ch-p.co.uk (You may use the form on the	
• We will forward your information on to prospective applicants and we will forward applicants details on to you.	rear of this document if you wish).	
With your permission and/or where permitted by law, we may also use your data for marketing purposes which may include contacting you by email and/or telephone and/or text message and/or post with information, news and offers on our services. We will not, however, send you any unsolicited marketing or spam and will take all reasonable steps to ensure that we fully protect your rights and comply with our obligations under the Data Protection Act 2018 OR GDPR and the Privacy and	Notes	
the Data Frotection Act 2010 Oil GDFN and the Frivacy and		
WHERE YOU REQUIRE US TO BEGIN A	CTIVE MARKETING IMMEDIATELY THIS MUS	T BE SPECIFICALLY INDICATED HERE
If you do request that we begin immediate marketing cancellation period and you do exercise your right to canc an amount of £400 +VAT to cover all reasonable expenses in the property of the	el, you will be required to pay ncurred. Should we introduce when you sign this agree	greement unless you have read, understood and conditions. ment you are doing so on behalf of

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### **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 Two

Seller One

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							
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.							
То							
I/We hereby give notice that I/we cancel the contract for the supply of estate agency services that was agreed onin relation to my/our property at							
agreement I/we signed  Name & Address	lable for the expenses/fees, as outlined in the	J					
		Signed					
		Dated					