SALES

TERMS OF BUSINESS

CHARLES HENRY
PEPPIATT
Est. 1903

SAMPLE FOR INFORMATION ONLY – the terms that apply to you will be set out in the agreement you sign. © Charles Henry Peppiatt Ltd 2026

AGENCY AGREEMENT – SALES

1. SELLER AND PROPERTY DETAILS

Seller 1 (Seller or Beneficial Owner)

Name: _____

Tel: _____ Mobile: _____

Email: _____

Seller 2 (Seller or Beneficial Owner)

Name: _____

Tel: _____ Mobile: _____

Email: _____

Address of Property to Sell:

_____

Correspondence Address (if different):

_____

Marketing / Asking Price (not a valuation): £_____

Date of Agreement: _____

2. TYPE OF AGENCY (please tick ONE)

☐ SOLE AGENCY – 1.5% + VAT (1.8% inc VAT), or a minimum fee of £6,000 + VAT (£7,200 inc VAT), whichever is the greater

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.

☐ MULTIPLE AGENCY – 2.5% + VAT (3% inc 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.

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3. 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.

4. TERMS OF BUSINESS

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 is 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 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, provided that any notice may not expire before the end of the minimum period of 16 weeks from the date of this agreement. The agreement will continue after the minimum period unless or until terminated by either party.

ENERGY PERFORMANCE CERTIFICATE (EPC)

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

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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.

Please tick ONE:

☐ 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 the property

MARKETING

These Terms of Business apply from the date you sign this agreement, and we will not begin marketing your property until you have received a copy of them. Charles Henry Peppiatt Ltd is 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 to be erected outside the property?

☐ Yes ☐ No

ACCURACY OF PROPERTY DETAILS

A copy of the property details will be forwarded to you. Under the Digital Markets, Competition and Consumers Act 2024 and The Property 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, so you must advise us of anything you feel is relevant to this.

INTRODUCTIONS / OFFERS

If anyone contacts you 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 is 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 Person 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

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Charles Henry Peppiatt Ltd does not accept responsibility for the security, maintenance or insurance of unoccupied properties, unless separately agreed in writing. Nothing in these terms limits our liability for death or personal injury caused by our negligence, or any other liability that cannot be limited or excluded by law.

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 of, 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 yes, please give details:

_____

_____

DATA PROTECTION / GDPR

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 UK GDPR at all times.

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:

- Supplying our services to you (please note that we require your personal data in order to enter into a contract with you);

- Personalising and tailoring our services for you;

- Replying to emails from you;

- 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);

- Forwarding your information on to prospective applicants, and forwarding applicants' details on to you.

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, the UK GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

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We will not pass on your details to any third-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. We will normally retain your data for six years after our agency ends, and records we must keep under the Money Laundering Regulations for at least five years after our business relationship ends, unless a longer period is required by law. Your data will only be stored in the UK.

OMBUDSMAN

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.

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 a sole agency or sole selling rights basis, during or after the termination of this agreement.

RIGHT TO CANCEL

If you are a consumer client and this contract was not agreed within one of our branches, you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day this contract was agreed. To exercise the right to cancel, you must 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 by emailing us at info@ch-p.co.uk. You may use the Cancellation Notice at the end of this document if you wish.

GOVERNING LAW

This agreement is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

NOTES

_____

_____

5. IMMEDIATE MARKETING DURING THE CANCELLATION PERIOD

If you request that we begin immediate marketing of your property during the cancellation period and you then exercise your right to cancel, you will be required to pay £400 + VAT to cover all reasonable expenses incurred. Should we introduce, or have negotiations with, the ultimate buyer of the property before you exercise your right to cancel, the contract will have been fully performed and the agreed agency fee will be due, notwithstanding that cancellation took place.

Please begin immediate marketing of the property. I/We acknowledge that I/we will lose the right to cancel once your services have been fully performed:

☐ Yes ☐ No

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6. SELLER CONFIRMATIONS (please tick each box)

☐ I/We have read, understood and agree to these terms and conditions.

☐ I/We confirm that by signing this agreement I/we do so on behalf of all owners of the property.

☐ I/We hereby confirm my/our instructions and authorise Charles Henry Peppiatt Ltd to act on my/our behalf in the sale of the above property.

☐ I/We acknowledge receipt of a copy of this agreement.

You should not sign this agreement unless you have read, understood and agree to these terms and conditions.

7. SIGNATURES

Signed (Seller 1): _____ Date: _____

Signed (Seller 2): _____ Date: _____

Charles Henry Peppiatt Ltd, registered in England and Wales, company registration number 12298951, is pleased to accept your instructions to market the above property.

Signed (Agent): _____ Date: _____

Name: _____ Position: _____

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9. CANCELLATION NOTICE

Complete and return this form only if you wish to cancel the contract.

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: Charles Henry Peppiatt Ltd, Block H, Southgate Office Village, 286c Chase Road, N14 6HF

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(s) & address: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

www.ch-p.co.uk

CHARLES HENRY
PEPPIATT
Est. 1903

0208 175 5444

lettings@ch-p.co.uk

sales@ch-p.co.uk

info@ch-p.co.uk

Southgate Branch

Block H, Southgate Office Village,

286c Chase Road,

N14 6HF

Kentish Town Branch

22 Fortess Road,

Kentish Town,

NW5 2HB

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