

Property Address: _____ Postcode: _____

Client/s name: _____

Telephone number: _____ Email: _____

Correspondence address: _____ Postcode: _____

Asking Price: _____

Type of agency: Sole Multi

Is the property in sole ownership

Is the property in multiple ownership

Period of sole agency: 12 weeks

Disclosure requirements: Under section 21 of the Estate Agents Act 1979 we are required to disclose any family business association between you and any of our employees within Maison Belmont. Does such a relationship exist? NO

Commission Charges

Sole agency commission fee is **1% + VAT** of the selling price of the property. Where a percentage fee is agreed, based on the initial asking price of £. , the fee will be £

If the total selling price is more or less than the initial asking price of the property, the fee will be higher or lower than in this example

Multi agency commission fee is **2% + VAT** of the selling price of the property. Where a percentage fee is agreed, based on the initial asking price of £ , the fee will be £ plus VAT (£).

If the total selling price is more or less than the initial asking price of the property, the fee will be higher or lower than in this example

Other fees and disbursements

You have agreed to pay us a contribution of **N/A** +VAT for additional specialist marketing for your property.

Agency agreement declarations

- I/We agree to be personally liable to pay your fee under this agreement.
- I/We by signature below agree to accept the terms and conditions contained in this agreement and acknowledge receipt of a copy of the agreement.
- I confirm to the best of my knowledge that there are no hazards at my property that would present a health and safety hazard to Maison Belmont Staff or other inspecting or viewing the property, or where such hazard exist prior to the commencement of marketing.
- I/We confirm I/we have ownership of the EPC and may transfer it to you for use.
- I agree to pay the sum of £45.00 in order that the Anti Money Laundering regulations can be complied with. The charge relates to the agents obligations to undertake the appropriate checks to verify all customer identities, address verification and beneficial ownership. The charge will be added to our sales commission invoice. Should you withdraw or otherwise not proceed to exchange contracts, this charge will not be payable to you.

- I/We consent to you releasing my file to The Property Ombudsman for all purposes connected to the Ombudsman monitoring compliance and performance.
- In accordance with the Money Laundering Regulations and Maison Belmont requirements I have verified and Identity and address of the vendor(s) and completed the verification Identity certificate.
- If this agreement is not signed by all the owners or trustees of the property to be sold, then I/we confirm by signature below that I am authorised to sign this agreement on behalf of such persons.

This document forms a contract on our standard terms upon which we intend to rely so please read it carefully before signing. If you do not understand any part of this document you should discuss it with our representative and ask for further information before signing for your own protection

Client Signature: _____ Client name: _____ Date: _____

Client Signature: _____ Client name: _____ Date: _____

Maison Belmont Signature: _____ Name: **Lewis Jayes** Date: _____



Agency Agreement Terms & Conditions

1. Definitions

"Agency Period" means the period starting on the date this contract comes into force and ending when unconditional contracts are exchanged for the sale of the Property;

"Appointment Form" means the form to be completed and signed by the Owner and the Agent in order to appoint the Agent as agent;

"Commission" means the commission set out in the Appointment Form;

"Joint Sole Agency" means an owner is liable to pay remuneration to an agent, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of a property are exchanged with a purchaser:

- introduced by that agent or the other named joint agent during the period of the agent's joint sole agency;
- with whom that agent or the other named joint agent had negotiations about the property during that period; or
- introduced by another agent during that period;

"Multiple Agency" means an owner is liable to pay remuneration to an agent, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of a property are exchanged with a purchaser:

- introduced by that agent during the Agency Period; or
- with whom that agent had negotiations about the property during the Agency Period;

"Owner" means the owner of the Property;

"Property" means the property identified in the Appointment Form;

"Redress Scheme Order" means the Estate Agents (Redress Scheme) Order 2008;

"Sole Agency" means an owner is liable to pay remuneration to an agent, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of a property are exchanged with a purchaser:

- introduced by that agent during the period of the agent's sole agency;
- with whom that agent had negotiations about the property during that period; or
- introduced by another agent during that period;

"Sole Selling Rights" means an owner is liable to pay remuneration to an agent, in addition to any other costs or charges agreed, in each of the following circumstances:

- if unconditional contracts for the sale of a property are exchanged in the period during which that agent has sole selling rights, even if the purchaser was not found by that agent but by another agent or by any other person, including the owner; and
- if unconditional contracts for the sale of a property are exchanged after the expiry of the period during which that agent has sole selling rights but to a purchaser who was introduced to the owner during that period or with whom that agent had negotiations about the property during that period.

1.1 Any reference in these Terms and Conditions to "writing", or cognate expressions, includes a reference to any communication effected by e-mail, telex, cable, facsimile transmission or similar means.

1.2 Any reference in these Terms and Conditions to any statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in this document are for convenience only and shall not affect its interpretation.

"Breach of contract" means the breach of terms agreed within this contract by either party. The Owner is liable to pay multiple agency fees of 3.25%+VAT should another Agent be introduced at any stage during the contract herewith.

"Private interest" The owner will disclose in full the name(s) of privately introduced buyers prior to signature of this contract. This includes but is not limited to; friends, family, neighbours, prior public approaches.

2. Appointment of Agent

2.1 The Owner can opt to instruct the agent as either a sole agent or dual agent.

2.2 The Owner may appoint another agent to act as the Owner's agent in addition to the current Agent, but only once the current Agent's sole agency agreement has expired.

2.3 The Owner is entitled to a '14 day cooling off' period from the date of signature of this contract. In the event of exercising this right, the Agent reserves the right to claim initial disbursements up to a maximum of £500+VAT, payable from the date of written cancellation.

3. The Agent's Duties

3.1 The Agent shall market the Property for sale on the open market.

3.2 Without prejudice to the generality of clause 3.1, the Agent shall prepare particulars of the Property, including a written description and photographs and, once the particulars have been approved by the Owner, the Agent shall include them in its printed advertising materials and add them to its website.

3.3 The Agent shall give the Owner advice on 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 will be unable to 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 and shall comply with the Town and Country Planning (Control of Advertisements) Regulations 2007.

3.6 The Agent shall deal with enquiries from potential buyers, arrange and escort viewings and keep the Owner informed of the outcome of all enquiries and viewings.

3.7 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.

3.8 The Agent shall within 1 day after being notified of exchange of contracts in relation to the Property submit to the Owner an invoice for the Commission (if the Agent is entitled to receive the Commission).

3.9 The Agent shall make a member of staff available to the Owner at all reasonable times and upon reasonable notice during the Agency Period for the purposes of consultation and advice relating to the Property.

3.10 The Agent shall obtain and maintain in force during the Agency Period all licences, permits and approvals which are necessary or advisable for the performance of its duties under these Terms and Conditions and shall comply with all relevant legislation and guidance.

3.11 The Agent shall act with all due care and diligence and in accordance with sound commercial principles.

3.12 Subject as provided in these Terms and Conditions and to any directions which the Owner may from time to time properly give, the Agent shall be entitled to perform its duties under these Terms and Conditions in such manner as it may think fit.

4. The Owner's Commitments

4.1 The Owner confirms that they are the 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 confirms that the Agent may make further copies of the keys as necessary.

4.3 The Owner understands that the Agent will be unable to market the Property unless a valid Energy Performance Certificate (EPC) is available. The Owner shall either provide the Agent with a valid EPC or instruct the Agent to arrange for an EPC to be prepared for the Property (at the cost of the Owner).

4.4 The Owner shall check the draft particulars prepared by the Agent and shall confirm their accuracy or notify the Agent of any required changes.

4.5 The Owner shall inform the Agent of any offers received during the Agency Period from potential buyers who have not been introduced by the Agent.

4.6 The Owner shall pay the Commission to the Agent in accordance with these Terms and Conditions on receipt of an invoice.

4.7 The Owner shall pay interest on the Commission that has not been paid and cleared by the date of completion of the sale of the Property at the rate of 3 per cent above the base lending rate of Barclays Bank plc from the completion date until the date of payment.

4.8 Subject to compliance by the Agent with its obligations under these Terms and Conditions, the Owner shall indemnify the Agent against any liability (including but not limited to all costs and expenses which the Agent may reasonably incur in defending any proceedings) which it may incur by reason only of its being held out as the Owner's agent.

4.9 The Owner shall inform the Agent of any 'private' interest prior to the signing of contracts. Post signature of the contract any party directly or indirectly introduced to the property shall be considered an 'introduction' and the full fee will be payable on completion as per the terms of this contract. Introductions include but are not limited to, direct public approach, family members, friends and neighbours.

5. Duration and Termination of Agency Contract

5.1 The contract between the Owner and the Agent shall continue for the Agency Period unless terminated in accordance with the following provisions.

5.2 Either party may terminate the contract by giving to the other not less than 28 days written notice, upon expiry of the initial contract duration.

5.3 Upon acceptance of an offer; the agreed duration is paused until contracts are exchanged or the property is re-marketed.

5.4 Upon the termination of the contract between the Agent and the Owner:

5.4.1 The Agent shall cease to promote, market, advertise or solicit offers for the Property;

5.4.2 The Commission shall be payable if a buyer introduced by the Agent exchanges contracts for the sale of the Property:

- through another agent within 6 months of the date of termination of this contract; or
- without the involvement of another agent within 2 years of the date of termination of this contract;

5.4.3 The Agent shall have no claim against the Owner for compensation for loss of agency rights, loss of goodwill or any similar loss (except unpaid Commission or disbursements).

5.5 The rights to terminate the contract given by this Clause 5 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

5.6 If at any time control (as defined in Section 840 of the Income and Corporation Taxes Act 1988) of the Agent is acquired by any person or group of connected persons (as defined in Section 839 of that Act) not having control of the Agent at the start of the Agency Period, the Agent shall forthwith give written notice to the Owner identifying that person or group of connected persons and the Owner shall be entitled, by giving not less than 1 month written notice to the Agent within 14 days after the notice from the Agent was given, to terminate the contract.

5.7 'Ready, willing and able': The Agent retains the right to reclaim initial marketing disbursements should the Owner withdraw from a ready, willing and able purchaser who the Agent has negotiated an agreed sale with.

5.8 Breach of sole agency terms. If at any time the Owner breaches sole agency terms, instructs/markets/advertises and/or sells the property through another Agent inside the sole agency term and/or cancellation term. The Owner is liable to multiple agency fees of 3.25%+VAT payable from the point of breach.

6. Complaints and Redress

6.1 In accordance with the Redress Scheme Order the Agent is a member of a redress scheme for dealing with complaints.

6.2 The name of the Agent's redress scheme is The Property Ombudsman.

6.3 A copy of the Agent's complaints handling procedure may be obtained on request.

7. Nature of Agreement

7.1 The contract between the Owner and the Agent is personal to the parties and neither party may assign, mortgage or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.

7.2 These Terms and Conditions together with the Appointment Form contain the entire agreement between the parties with respect to the Property and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

7.3 Each party acknowledges that, in entering into the contract, it does not rely on any representation, warranty or other provision except as expressly provided in these Terms and Conditions or the Appointment Form, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7.4 No failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

7.5 If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these Terms and Conditions shall continue to be valid as to the other provisions and the remainder of the affected provision.

8. Notices and Service

8.1 Any notice or other information required or authorised by these Terms and Conditions to be given by either party to the other shall be given by:

8.1.1 delivering it by hand;

8.1.2 sending it by pre-paid registered first class post; or

8.1.3 sending it by e-mail, telex, cable, facsimile transmission or comparable means of communication; to the other party at the address given in Clause 8.4.

8.2 Any notice or information given by post in the manner provided by Clause 8.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the 1 day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

8.3 Any notice or information sent by e-mail, telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent as provided in Clause 8.1.2 to the other party at the address given in Clause 8.4 within 24 hours after transmission.

8.4 Service of any document for the purposes of any legal proceedings concerning or arising out of the contract shall be effected by either party by causing it to be delivered to the other party 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.

9. Information for the Owner

9.1 The Agent recommends certain products and services to buyers including mortgage advice, insurance, surveying and conveyancing. The Agent may receive commission for such recommendations.

9.2 The Owner may be liable to pay commission to another agent, in addition to the Commission, if either:

9.2.1 the Seller has previously instructed another agent to sell the Property on a Sole Agency, Joint Sole Agency or Sole Selling Rights basis; or

9.2.2 the Seller instructs another agent during or after the Agency Period.

10. VAT

These Terms and Conditions and Appointment Form detail the Agent's fees inclusive of VAT and exclusive of VAT. If the rate of VAT is changed by the government, it is agreed between the parties that the Owner will be liable to pay the new rate of VAT from the date the new rate of VAT is chargeable 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 employer and employee between the Owner and the Agent. 12. Jurisdiction These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of England and Wales, and each party hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.