

# Broomfield Estates

RESIDENTIAL SALES & LETTINGS

## BROOMFIELD ESTATES AGENCY AGREEMENT FOR THE SALE OF YOUR PROPERTY

You are signing this document to confirm that you wish to instruct Broomfield Estates to act as your selling agent on the agency basis indicated below and subject to herein:

**SOLE AGENT:** *COMMISSION : 1.2% inclusive of VAT (1% exclusive of VAT)*  
**JOINT SOLE AGENTS:** *COMMISSION : 1.5% inclusive of VAT (1.25% exclusive of VAT)*  
**MULTIPLE AGENTS:** *COMMISSION: 1.8% inclusive of VAT (1.5% exclusive of VAT)*

Address of property to be Sold:

Name of Vendor:

Correspondence Address:

Contact telephone numbers:

Email:

Solicitor's full details:

Initial Agreed Asking price: Freehold / Leasehold

This may be changed by the Vendor and any changes to the asking price will be confirmed in writing to the Vendor.

Marketing commencement date:

Commission - Our commission is payable by reference to the agreed sale price or any subsequent re-negotiation of the sale price and, for the avoidance of doubt, the sale price will include any extra amounts agreed for curtains, carpets, furniture, fixtures, fittings, parking spaces or chattels that are sold as part of the transaction.

**Estate Agents Act:** The Estate Agents Act 1979 provides amongst other matters that anyone engaged in estate agency work or their relatives or associates must disclose their interest in any property with which they are dealing.

Applicable in this Transaction : **Yes / No**

If **Yes**, please give details.....

Before you confirm your instructions to us in the sale of your property, please read our terms and conditions of business.

By signing above you confirm your acceptance to the following terms and conditions and the payment of our commission fee, costs and charges. The accompanying letter (if any) may vary these terms and conditions and will explain how our commission fee is calculated and detail other costs and charges (if any). These terms and conditions and any accompanying letter (if any) will constitute the entire agreement between us.

### 1. Sole Agency:

1.1 If we are instructed on a sole agency basis the provisions of paragraph 1.2 will apply.

1.2 You will be liable to pay our commission (as stated above), 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) 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

(b) a purchaser introduced by another agent during our Sole Agency period.

### 2. Joint Sole Agency:

2.1 If we are instructed on a joint sole agency basis the provisions of this paragraph 2 will apply. A joint sole agency will apply if you appoint us and one other estate agent to market and sell your property.

In this situation, the commission payable may be shared between us and the one other estate agent that you appoint (as agreed between us and the other estate agent), regardless of which estate agent introduces and/or negotiates with a purchaser.

2.2 Where we are instructed on a joint sole agency basis, paragraph 1.1 and 1.2 will apply with the following modifications: (i) references to "sole agency" set out in paragraph 1 above will be substituted by the words "joint sole agency" and (ii) you will be liable to pay our commission in accordance with paragraph 1.2.

### 3. Multiple Agency:

3.1 A multiple agency is the situation where we are instructed along with one or more other estate agents in respect of the sale of the same property, but only one agent is to be entitled to a commission on the sale of the property.

3.2. In the case of multiple agency, you will be liable to pay our multiple agency commission if at any time unconditional contracts for the sale of the property are exchanged with (i) a purchaser introduced by us during the period of our multiple agency or (ii) with whom we had negotiations about the property during that period.

### 4. Commission:

- 4.1 You are responsible for the payment of our commission together with any other agreed costs and charges.
- 4.2 You will be responsible to pay our commission if you terminate this contract and a purchaser that we have introduced goes onto exchange contracts for the sale of the property through another estate agent, within six months of the date our instruction ended.
- 4.3 If no other estate agent is involved and you go on to exchange contracts for the sale of the property to a purchaser we introduced, then we will be entitled to a commission fee for a period of 2 years after the date our instruction ended.
- 4.4 PLEASE NOTE that you may be liable to pay more than one commission fee (including our own) if:
- (i) you have previously instructed another estate agent to sell the same property on a sole agency, joint sole agency or a sole selling rights basis; or
  - (ii) you instruct another estate agent during or after (as explained above) the period of our sole agency or joint sole agency.

#### **5. Conditional Contracts:**

5.1 In the case of a conditional contract, an unconditional contract will be deemed to have been exchanged for the purpose of this agreement (i) on the date of the satisfaction of the last condition or (ii) if earlier, on the date of the completion of the transaction notwithstanding any condition remains to be satisfied.

#### **6. Duration and Termination:**

6.1 Our appointment as your estate agent, whether on a sole agency, joint sole agency or multiple agency basis shall continue until terminated in accordance with this paragraph 6. You or we may terminate this contract and our agency at any time by giving not less than 28 days written notice. Termination of this contract and our agency (howsoever it occurs) shall not affect your liability to pay our commission in the circumstances referred to above.

#### **7. Right to Cancel**

7.1 When a contract is signed by you (the client) during a visit by us (Broomfield Estates) at your home, at your place of work, away from your premises or online, then you have a right to cancel this contract within 14 calendar days of signing. Marketing will not commence until the 14 day cancellation period is complete, if you wish for the contract to begin sooner you confirm to us in writing via [info@broomfieldestates.com](mailto:info@broomfieldestates.com). If you wish to cancel during the cooling off period please again contact us by email.

#### **8. For Sale Board:**

8.1 With your consent we will place a "For Sale" board outside your property. In accordance with planning regulations, only one board may be placed outside a property. We are jointly responsible, in law, for ensuring compliance with this requirement and you agree to promptly notify us if any other boards are placed on your property.

#### **9. Ownership of the Property:**

9.1 We are relying on your representations that you (and any joint owner of the property) have authority to submit the property for sale and that you are responsible for the payment of our commission. If anybody else either owns the property or is to be responsible for payment of our commission, you must advise us in writing with the name and details of such person. If more than one person is to be responsible for the payment of our commission your liability will be joint and several.

#### **10. Consumer Protection from unfair trading regulations 2008 and Business Protection from misleading marketing regulations 2008:**

Estate agents and house sellers now have a duty to inform potential buyers and even potential property viewers about certain information that may affect their decision to purchase a property and land.

The Office of Fair Trading guidance identifies a number of trading practices that could breach the Regulations and practical steps that businesses can take to comply with the law, examples include:-

Providing all 'material information' that the average consumer needs to make an informed transactional decision. Ensuring that any information provided (including in writing, in pictures or given verbally) is accurate when advertising or marketing property.

Important information that consumers need to make informed decisions must not be left out of the information provided to a potential buyer. Throughout the buying and selling process, businesses must provide the necessary information to enable informed choices to be made on viewing a property, making an offer, or instructing conveyancers or surveyors.

Undue pressure must not be put on consumers to act quickly, for example to put in an offer, raise their price, skip the survey or exchange contracts.

An effective customer complaints procedure must be in place that is understood and followed by all staff members that come into contact with the public.

10.1 Vendor/s undertake:

10.1.2 To ensure that all the details supplied to the Agents for use are drafted in compliance with the Consumer Protection Regulations and Business Protection from Misleading Marketing Regulations.

10.1.3 To take particular care in the use of photography, the preparation of details and plans that will affect a viewer or buyer in their transactional decision.

10.1.4 To notify the Agents immediately of any changes to the property being offered, plans, areas, specifications, tenure and price or immediate vicinity

10.1.5 To complete the property information questionnaire (PIQ) we provide and return to us prior to our commencement of marketing

**11. Payment of Accounts:** Our commission becomes payable upon unconditional exchange of contracts with the purchaser and must be paid no later than completion of the sale of the property by your solicitor from the proceeds of sale, unless we agree to later payment terms in writing. By instructing us as your estate agent, you irrevocably authorise your solicitor (on your behalf and in accordance with paragraph 4.1 above) to pay our commission at completion out of the sale proceeds.

11.1 If following exchange of contracts, completion of the sale fails, any commission shall become due and payable on the date on which completion was due to take place or, if earlier, the date of notification of failed completion. You agree to instruct your solicitors to pay our commission out of any deposit monies which are, or become, payable in respect of the sale.

11.2 If completion of the sale is delayed for more than 3 months after exchange of contracts, we reserve the right to invoice you for any properly payable commission 3 months after exchange of contracts. Any such commission will be payable on the date stated in the invoice.

11.3 Interest is payable at the annual rate of 4% above HSBC Bank Plc's base rate on all sums due to us that remain unpaid for 14 days after payment is due.

11.4 If we need to instruct solicitors or other parties to recover our commission, costs or charges, you shall indemnify us against any reasonable costs and expenses incurred by us in doing so.

11.5 For the avoidance of doubt, our commission becomes due and payable by you where the property is sold by way of:

(a) an unconditional exchange of contracts; or

(b) a contract for the sale and purchase of shares or other securities in the owner, or owners of the property being exchanged and/or completed; or

(c) a lease for the property being assigned from you to the purchaser;

(d) a contract for the grant of a long leasehold interest; or

(e) any combination of the above; or

(f) any other means by virtue of which beneficial ownership of and/or control over the property is transferred by you to the purchaser.

## **12. VAT:**

12.1 All commissions, costs and charges are subject to Value Added Tax at the appropriate rate regardless of your place of residence.

## **13. The Property Ombudsman and Complaints:**

13.1 We are members of The Property Ombudsman scheme ([www.tpos.co.uk](http://www.tpos.co.uk)) and we subscribe to the Code of Practice for Residential Estate Agents. The Code of Practice for Residential Estate Agents is available to you on request.

13.2 We operate and maintain an in-house complaints procedure which is available for inspection at our offices. Alternatively, if you would like a copy of our written complaints procedure please request this in writing.

## **14. Sub-Agents:**

14.1 You expressly agree that we may instruct sub-agents on your behalf where we consider such a step to be in your best interests and by accepting our terms and conditions you give permission for this. You will not be liable for any fees in excess of our commission and other agreed costs and charges unless previously agreed with you.

## **15. Data Protection:**

15.1 Personal information you have provided to us will be processed in accordance with our privacy policy, a copy of which can be found on our website at [www.broomfieldestates.com/privacy-policy.pdf](http://www.broomfieldestates.com/privacy-policy.pdf). Alternatively, a paper version can be made available upon request.

## **16. Money Laundering:**

16.1 The Money Laundering Regulations 2017 require estate agents to obtain evidence of the identity and proof of address of all parties involved in the sale of property.

You undertake to provide Broomfield Estates with identification and proof of address which is neither false nor misleading. We are required to obtain proof of identity and carry out KYC (know your client) due diligence with all sales clients who enter into a business relationship with us.

## **17. Assignment:**

17.1 This agreement shall be binding on and inure for the benefit of the successors of the parties and shall not be assignable by you, but will be assignable by us as reasonably required from time to time.

## **18. Severance:**

18.1 If any court or competent authority decides that any of the provisions (or any part of a provision) of this agreement are invalid, unlawful or unenforceable to any extent, the provision (or part of it) will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

## **19. Waiver:**

19.1 If we fail, at any time while this agreement is in force, to insist that you perform any of your obligations under this agreement, or if we do not exercise any of our rights or remedies under this agreement, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with your obligations under this agreement.

19.2 If we do waive a breach of this agreement by you that will not mean that we will automatically waive any subsequent breach of this agreement by you.

19.3 No waiver by us of any of the provisions of this agreement shall be effective unless we expressly say that it is a waiver of a term of this agreement and we tell you so in writing.

## **20. Rights of Third Parties:**

20.1 No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.

## **21. Governing Law & Jurisdiction:**

21.1 Each of the parties to this agreement hereby acknowledge and agree that the terms and conditions of this agreement shall be interpreted in accordance with the laws of England and that any dispute, difference or question of any kind which may arise between the parties in respect to the subject-matter of this agreement shall be determined in accordance with the laws of England and the parties hereto hereby submit to the exclusive jurisdiction of the English Courts.

**22. Entire Agreement:**

22.1 This agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representatives, warranties, assurances and arrangements between the parties.

**23. EPC (Energy Performance Certificate):**

23.1 The Office of Fair Trading Code of Practice states that from the 1st August 2011 a Residential Estate Agent is **not permitted to commence marketing** without an Energy Performance Certificate having been commissioned, and is required within 7 days after marketing your property, otherwise marketing must cease until the Certificate has been provided. Broomfield Estates do not arrange Energy Performance Certificate's for the property. Broomfield Estates can provide a list of Energy Performance Certificate companies to assist in your arrangement.

**24. Right To Cancel:**

When a contract is signed by you during a visit by us at your home; your place of work, away from your premises or online, then you have the right to cancel this contract within 14 calendar days of signing in writing. **Marketing will not commence** until the 14 day cancellation period is complete. If you wish for the contract to begin sooner please confirm to us in writing or by email on info@broomfieldestates.com.

Name: .....

Signature: .....

Date: .....

**VENDOR(S)**

Name:..... Signature: ..... Date:.....

*If this contract is not signed by all owners of the property, then the signatory confirms that he/she is authorised to sign this contract on behalf of all owners of the property.*

**BROOMFIELD ESTATES**

Name:..... Signature: ..... Date: .....

