



Sales Terms and conditions of business, fees and expenses

Client : _____

Property Address: _____

Contact address _____

Daytime Tel _____

Home Tel _____

Mobile _____

Email : _____

Agency Type Sole agency _____% +VAT
 Tick box (12 Weeks minimum term)

Multiple agency _____% +VAT

Period of Agreement: _____ weeks (minimum 12 weeks term)

Keys Given Yes No

Tenure: **Freehold** **Leasehold**
 (delete as appropriate) **Share of freehold Y/N**

Service charge: £ pa

Ground Rent: £ pa (approx)

Other _____

Asking Price

Notice of the Right to Cancel

You may have the right to cancel this under the cancellation of contract made in a consumer's Home of Place of work etc. Regulations 2008 within seven calendar days from the date upon which it was signed. Notice of cancellation MUST BE IN WRITING and should be delivered or sent by post to FMJ office at the address 387 Cambridge Heath Rd, London E2 9RA or by email to info@fmjps.co.uk.

Notice of Cancellation

If you wish to cancel this contract, you MUST DO SO IN WRITING and you may complete this section to do so. Please ensure that it is delivered or sent by post to the address given above, or emailed to info@fmjps.co.uk

I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our property (delete as appropriate) the address of which is _____

I confirm that the above information is accurate and that I have read and understood the terms and conditions contained within this document. I understand that I may have the right to cancel this agreement under the Cancellation of Contract made in a Consumer Contracts. Regulations 2013 within 14 days from the date upon which it was signed and confirm that I wish FMJ Property Services to commence marketing the property immediately. I accept that in signing this document I am bound by its contents.

Signed _____
 (for and on behalf of seller)
 Name: _____
 Date: _____

TERMS & CONDITIONS OF BUSINESS

You the client, appoint FMJ to act on the sale of the property as your agent and with the selling rights as set out in this agreement

TYPE OF AGENCY

Sole Agency

Where FMJ act on your behalf as your sole agents, 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:

- a) 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.
- b) With a purchaser introduced by another agent during that period.

A Sole Agency instruction can be terminated at any time by either party by giving four week's notice in writing, such notice cannot be served prior to the eight week of instruction due to this minimum period.

Multiple Agencies

Where FMJ are instructed along with other agents, 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:

- a) With a purchaser introduced by us.
- b) With a purchaser to whose attention we brought the availability of the property.

A Multi agency instruction can be terminated at any time by either party by giving four week's notice in writing.

Sub instruction

FMJ reserve the right to sub-instruct other agencies at any time during our agency if we consider that this would be in your best interests.

This will not involve any extra costs and all viewings and negotiations will be coordinated by FMJ.

Private Sale

In the event of you selling your property privately, no fee is payable. However we will require the full name and address of your purchaser(s) for our records. A private sale does not include an introduction made by an internet based company and in such instances our fee will be due.

FEES

Fees Payable

FMJ fees are calculated as a percentage (%) of the sale price achieved plus VAT at the prevailing rate. For all sole agency instructions this percentage is at a rate of 1.75%. For all multiple agency instructions, this percentage is a rate of 2.5%. All agency commission fees are subject to a minimum fee of £1,500 plus VAT. (unless agreed otherwise) The sale price will be deemed to include any extra prices for fixtures, fittings, goods, chattels, carpets, curtains and other such related items.

Responsibility for payments of Fees

The responsibility for the payment of fees remains with the party (ies) named overleaf.

Time and Payment of Fees

All FMJ fees become payable upon exchange of contracts. Without prejudice to the foregoing provision, and at the discretion of FMJ, fees may be paid out of completion monies being received on your signing the enclosed copy letter you are hereby authorising your solicitors to pay our fees out of the sales proceeds.

Interest

We reserve the right to charge interest on any amounts still outstanding twenty-eight (28) days after FMJ fees are first demanded. The prescribed rate of interest shall be 3% above the NatWest Bank Plc base rate as at the date at the demand. Interest will be charged from the date upon which the fees are first demanded, up to when the monies are received.

ADVERTISING

Most properties marketed by ourselves are included in the FMJ property adverts in newspaper however, we reserve the right not to produce details of or include any property in these adverts.

Connected Person

In pursuance of Section 21 of the Estate Agents Act 1979, unless specifically stated in our letter overleaf, we are not aware of any personal

interest existing between ourselves or anyone in our employment or any connected person(s) and yourself (ves). If you are or become aware of such an interest you should notify FMJ immediately.

Data Protection & Privacy Policy

FMJ will be processing all personal information in accordance with Data Protection legislation. You may be contacted by telephone, email or post from time to time by FMJ and carefully selected third parties about the handling or protection of Data or your rights under this agreement please contact FMJ.

RELATED SERVICES

A purchaser may wish to instruct us about a related service. FMJ does offer such services to purchasers including the following:

- a) The sale or rental of this or another property
- b) The provision of financial services via FMJ Property Services Ltd
- c) Management of property

Where this occurs, FMJ or its employees may receive a fee.

KEYS

FMJ secure key tag system ensures that third parties cannot identify which property a set of keys belongs to, therefore in the unlikely event that keys are lost or unaccounted for, FMJ liability is strictly limited to the cost of cutting a new set of keys.

COMPLAINTS PROCEDURE

Should you have any complaints about FMJ service which you are unable to resolve with the consultant involved or branch manager, you should write to the Managing Director of FMJ setting out the nature of your complaint. The Managing Director will then make every effort to resolve the situation quickly and efficiently.

DISCLOSURE

It is a requirement that should an offer be agreed privately or via another estate agent, the seller must disclose to FMJ the identity of the purchaser prior to exchange of contracts.

ENGLISH LAW

These conditions and any contracts entered into which adopts them are to be interpreted according to English Law.

ENTIRE AGREEMENT AND VARIATIONS

Each party confirms that these conditions constitute the entire agreement between the parties. Each party confirms that it has not relied upon any representation not recorded in this agreement inducing it to enter into this agreement. No variation of this will be valid unless confirmed in writing by a Director of FMJ.