



## AGENCY AGREEMENT

### Terms and Conditions of Business, Fees

#### 1. THIS IS A SOLE AGENCY AGREEMENT BETWEEN:

##### Stones Estate Agents and

The property will be marketed at an initial asking price of

£ \_\_\_\_\_

(The asking price is not a valuation but a figure for marketing purposes)

A fixed fee of £995+VAT \_\_\_\_\_ will be charged by the Agents if earned under the terms of this contract.

Total amount due to Agents for a successful Agent under this agreement

#### IMPORTANT NOTICE

This is a legal document. Please take time to read it carefully and ask any questions relating to the terms and conditions below before signing.

#### 2. TYPE OF AGENCY

##### (a) Sole Agency

Where the Agents act on the Seller's behalf as sole agents, the seller will be liable to pay remuneration to the Agents, in addition to any other costs or charges agreed, if at any time unconditional contracts for sale of the property are exchanged with a Buyer introduced by the Agents during the period of their sole agency or whom the Agents had negotiations about the property during that period, or, with a Buyer introduced by another agent during that period.

The Agents will be able to claim the agreed commission for a period of 6 months after expiry of the sole agency agreement, if a Buyer, introduced during the sole agency period goes to purchase the property within 6 months of expiry of the agreement.

##### Termination of sole agency

Either party can terminate a sole agency at any time by giving 14 days notice, which should be confirmed in writing.

#### DOUBLE COMMISSION WARNING

If any other agent introduces a Buyer to the Seller during the period of the sole agency agreement, this will be regarded as an introduction by the Agent and the seller will have to pay the Agent's agreed fee, as well as the other agent.

##### (b) Multiple Agency

For the purposes of this contract, multiple agency means that the Seller can instruct several estate agents to act on a multiple agency basis. Only the successful agent who introduces the Buyer or has negotiations with the Buyer will be entitled to commission fees.

##### Termination of multiple or joint agency

Either party can terminate a multiple agency at any time by giving 14 days notice, which should be confirmed in writing.

##### (c) Private Buyers

There is no fee payable if the Seller finds their own Buyer. However, please note that a Buyer will be deemed as introduced by the Agent if a Buyer finds out that the property is for sale by seeing the Agent's 'For Sale' board or any other form of advertising such as internet marketing or email notification that the property is for sale.

##### (d) Sub Agency Agreements

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In circumstances where the Agents wish to enter into sub-agency agreements, the Seller must be notified in writing.

### **3. FOR SALE BOARDS**

The Agents ask permission to erect display boards at the property to assist in the marketing of the property. Any such boards will comply with the Town and Country Planning (Control of Advertisements) Regulations 1987, as amended.

The Seller consents that the Agents may erect a For Sale board at the property.

The Agent accepts liability for any claim arising under these Regulations in connection with the board, unless the action arises as a result of a further board being put up by another Agent.

### **4. FEES**

#### **(a) Fees Payable for sole / multiple agency**

Commission fees are payable as a result of the circumstances outlined in general condition 2 above. Fees are due at completion of the sale.

#### **(b) Responsibility of Fees**

The responsibility for the payment of these fees remains with the Sellers named above.

Under the terms and conditions of this agreement, the Sellers are obliged to meet the payment schedule.

### **5. EXPENSES**

No additional expenses will be charged by the Agents unless agreed with the Seller, in writing. Any agreement will include an itemised breakdown of costs.

### **6. OFFERS**

The Agent will, promptly and accurately, forward all offers received from potential Buyers at any time up until contracts have been exchanged, unless the offer is an amount or type which the Seller has specifically instructed the Agents, in writing, not to pass on. A written or computerised record of all offers received will be kept (including the date and time such offers were received and the client's response). This record will be available to the Seller on request.

### **7. ACCESS TO PREMISES**

If the Agent holds the key to the property, the Agent must accompany any viewings of that property, unless the Agent and Seller agree otherwise in writing. If the Agent is arranging for someone to view an occupied property, the Agent must agree the arrangements with the occupier beforehand.

If access to the property is required by a person on behalf of the Buyer (builder, tradesman), and the Agent is unable to accompany that person, this must be made clear to the Seller beforehand and his express permission obtained. The only exception to this will be a property surveyor who is a member of RICS.

In the case of unoccupied or vacant properties, where an emergency arises relating to gas, electricity, oil or anything that poses a danger to the property, the Agent has authority to arrange tradesmen from their panel to attend the property to make safe any appliances. The Agent will endeavour to contact the vendors prior to this and invoices will be raised directly to the vendors.

### **8. DISCLOSURE REQUIREMENTS**

#### **The Estate Agents Act 1979**

Under the Act, the Agent must disclose whether they have a personal interest in the property.





Does the Agent or estate agency have any personal interest in the property?

Yes  No

Describe this personal interest

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### 9. PROPERTY MIS-DESCRIPTIONS ACT 1991

The Agent will take all reasonable steps to make sure that all statements, whether written or oral, about the property are accurate and not misleading. The written details (Sales Particulars) must be sent to the Seller for them to confirm that the details are accurate.

### 10. DISCRIMINATION

The Agent will not discriminate against any person under the definitions of the Sex Discrimination Act 1975 or the Race Relation Act 1976.

The Agent will not discriminate, or threaten to discriminate against any prospective Buyer of the Seller's property because that person refuses to agree that the Agent will (directly or indirectly) provide services to them.

Discrimination includes:

**YOU SHOULD NOT SIGN THIS AGREEMENT  
UNLESS YOU AGREE TO THESE TERMS**

- Failing to tell the client of an offer to buy the property
- Telling the client of an offer less quickly than other offers that have been received
- Misrepresenting the nature of the offer or that of rival offers
- Giving details of properties for sale first to those who have indicated they are prepared to let the Agent provide services to them
- Making it a condition that the person wanting to buy the property must use any other service provided by the Agent or anyone else

### 11. CODE OF CONDUCT

**We are a member of Ombudsman of Estate Agents and have agreed to abide by its code of good conduct.**

### 12. COOLING OFF PERIOD

**You are provided with a 14 day cooling off period with this agreement and can cancel, without charge or notice within the 14 days even if you have instructed us to commence marketing during this period.**

**However, by signing this agreement you accept that should any viewer that you accept from our agency during this time go on to purchase the property within 6 months our fee will be due as outlined in point 2.**

Signed by our agency:

Dated:

Signed by the vendor:

Dated:





## PERSONAL INFORMATION

Title:

Surname:

Forenames:

Sellers Address:

Home telephone no:

Mobile no:

Work no:

Email:

Property to be sold:

Viewing arrangements:

Marketing price:

## PROPERTY INFORMATION

Age of property:

Is the property listed:

What council tax band is the property:

Does the property have any rights of way over it:

Do you have planning permission for any changes to the property or the land attached to the property:

If new build does the property have NHBC or Architects Certificate:

Has the property had any damp or timber treatments:

Have you completed any improvements to the property:

## SERVICES

Please tick if connected

Electricity:

Water:

Gas:

Is the drainage mains or private:

Does the property have a working central heating system:

