

2018

Terms of Business
Sale of Property



Strats
Estates & Lettings

MARKETING AUTHORITY & TERMS OF BUSINESS

Thank you for your instructions for us to act as your agents in the sale of your property. Please find below our terms of business which form the basis of our contract with you. Please read these terms carefully as we rely on them, whether or not a signed copy is returned to us and where you allow us to introduce a buyer.

We are Strats Estates and Lettings Limited (registered in England under company number 048871100. Our registered office is at Southgate Office Village 286c Chase Road London N14 6HF

Property to be sold: **Freehold**

ASKING PRICE: As agreed we will market the property at an initial asking price of £

SALE BOARD: Do you agree to our putting up a sale board? Yes No

TYPE OF AGENCY (as defined overleaf):

<p>Sole Agency: 1.2% (inclusive of VAT) of the final sale price, including any amount agreed for fixtures and fittings), for example, if the Property is sold for £200,000 our fee would be £2,400 including VAT for a minimum period of 12 weeks from the date of instruction <input type="checkbox"/></p>
<p>Joint Sole Agency: 2.4% (inclusive of VAT) of the final sale price, including any amount agreed for fixtures and fittings), for example, if the Property is sold for £200,000 our fee would be £4,800 including VAT, for a minimum period of 12 weeks from the date of instruction <input type="checkbox"/> Other instructed agents:</p>
<p>Multiple Agency: 3.0% (inclusive of VAT) of the final sale price, including any amount agreed for fixtures and fittings), for example, if the Property is sold for £200,000 our fee would be £6,000 including VAT <input type="checkbox"/></p>
<p>If sold at the asking price the agency fee payable will be £ . This figure is inclusive of VAT at the current rate of 20% and will change if the final sale price is different from the asking price or if the rate of VAT changes between now and the date contracts exchange.</p>

- You appoint Strats Estates and Lettings Limited as your agents on the terms marked above and set out below.
- You confirm that you have all necessary consents to instruct us to sell the property because you are the sole owner(s) of the property as recorded at Land Registry; or you have authority to sign this agreement and will provide evidence to us (e.g. as executor or under a Power of Attorney).

Full name:	Signed:	Date:
Full name:	Signed:	Date:
Seller's address (if not the property):		Home telephone:
Mobile:	Work:	

1. TYPE OF AGENCY: SOLE AGENCY: You will be liable to pay remuneration to us in addition to any costs or charges agreed if at any time contracts for the sale of the property are exchanged with a purchaser introduced by us or another agent during the sole agency period; or with a purchaser who became aware of the property through our marketing during that period; or where we have introduced a ready, willing and able buyer (as defined below).

JOINT SOLE AGENCY: You will be liable to pay remuneration to us in addition to any costs or charges agreed if at any time contracts for the sale of the property are exchanged with a purchaser introduced by us during our joint sole agency; or with whom we have negotiations about the property during that period; or with a purchaser introduced by another agent (other than the joint sole agent named overleaf); or with a purchaser who became aware of the property through our marketing during that period; or where we have introduced a ready, willing and able buyer. If, after our joint sole agency has ended you instruct another agent(s) together with us, our fee will be the multiple agency rates as stated overleaf.

MULTIPLE AGENCY: You will be liable to pay remuneration to us in addition to any other costs or charges agreed if at any time contracts for the sale of the property are exchanged with a purchaser introduced by us and/or with whom we have negotiated the sale; or with a purchaser who became aware of the property through our marketing during the period of this multiple agency or where we have introduced a ready, willing and able buyer.

If a sale is agreed privately or through another estate agent, the identity of the buyer must be disclosed to us prior to exchange of contracts if requested.

READY WILLING AND ABLE: A buyer is ready willing and able if they are prepared and are able to exchange unconditional contracts for the purchase of your property. If such a buyer is introduced by us in accordance with your instructions our fee will become due even if you subsequently withdraw from the sale and unconditional contracts for sale are not exchanged, irrespective of your reasons.

DUAL FEE LIABILITY: You may be liable to pay both us and another agent remuneration where:

- (a) You have previously instructed another agent to sell the same property on a sole agency, joint sole agency or sole selling rights basis; or
- (b) You instruct another agent during or after our period of sole agency, joint sole agency or sole selling rights basis.

2. PERSONAL INTEREST

We are required to inform any prospective buyer if you are related to or connected in business to any member of our staff. If this may apply to you, please tell us.

3. DUTY TO DISCLOSE

Consumer protection law means that neither you nor we must mislead prospective buyers either by providing incorrect or ambiguous information or by omitting to provide material information. A buyer may have rights of redress which could be costly. Please inform us as soon as possible of any such information that may be relevant. If you are in any doubt please discuss this with us.

4. ENERGY PERFORMANCE CERTIFICATE (EPC): We must by law provide a copy of the EPC to any prospective buyer. This must be supplied or commissioned for the marketing of your property to begin. If an EPC is not available we are able to arrange one on your behalf at a cost of £72.00 including VAT.

5. CANCELLATION: Subject to the expiry of the statutory 14 days cooling off period (see clause 10f applicable), either you or us can end our appointment if 14 day's prior written notice is given to the other. Such notice cannot be given earlier than 14 days before the end of our 12 week appointment period.

If this agreement is cancelled by either side for whatever reason our fee will still be due if within six months of the date our instruction ended contracts for the sale of the property are exchanged with a purchaser introduced by us during our agency or with whom we have had negotiations about the property during that period or with a purchaser introduced by another agent or with a purchaser who became aware of the property through our marketing.

6. PAYMENT OF FEES: Our fee becomes due on exchange of contracts and is payable no later than the contractually agreed completion date. You authorize your conveyancer to pay our fees on completion.

Fees not paid within seven days of completion will be liable to interest at 5% above the Bank of England base rate.

7. MARKETING: Any marketing advice including the asking price does not constitute formal advice or a valuation. We can refer you to a Chartered Surveyor at your cost if you wish to have a formal valuation. Images, videos and floor plans commissioned and prepared by us on your behalf remain our property. From time to time we will use pictures of properties in our marketing material and unless you instruct us otherwise we may use pictures of the outside of your property.

8. VACANT PROPERTIES: If the property is, or becomes vacant, we recommend that the water supply is turned off and heating and plumbing systems drained down. We cannot accept any liability or responsibility whatsoever for any damage or for any repair or maintenance of the property whilst it is unoccupied.

9. OTHER MATTERS:

9.1 Our liability to you under this contract is limited (where the law permits this) to £250,000.

9.2 Should keys be made available to us during the sale, they will be kept secure and given a code number so third parties will not be able to identify which property they belong to. Therefore in the event the key becomes unaccounted for, our liability is strictly limited to the cost of cutting new keys.

9.3 We are members of **The Property Ombudsman Scheme** and subscribe to their code of practice; as such we have an established complaints procedure, a copy of is available upon request. More information is also available at www.tpos.co.uk

10. RIGHT TO CANCEL

Your Right to Cancel – this does not apply where you sign this contract in our offices.

10.1 If you sign this contract other than at our office the law allows you 14 days to change your mind and cancel. If, however, you want us to begin marketing your property immediately, you must confirm you are happy for us to proceed now and not wait for the 14 day cancellation period to end before we start marketing.

10.2 If you wish us to proceed immediately you do not lose your right to cancel within the 14 day period. However if you do exercise your right to cancel within this time you will be liable for the costs of services provided up to the point of cancellation.

These costs will ONLY apply if you cancel this agreement within the 14 day cooling off period and are set out in the attached fee sheet.

11. TERMS OF BUSINESS PRIVACY NOTICE

11.1 Data Protection Privacy Notice

We use the information you provide primarily for the provision of property services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our business
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as contractors, legal providers, insurers, utility companies, local authorities, debt collection agencies. Our company may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated.

11.2 Data Protection In Respect of Money Laundering Checks

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

11.3 Data Protection – Your Obligations

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

12. OPT-IN TO RECEIVE MARKETING

Quite apart from the immediate matter we are handling, we will need to send our clients information that will be relevant to the service we are offering you that will be of interest. That can include information about our services or publicity information. Please indicate if you are happy to receive such information. You can change your mind at any time, so if you later want to opt out just let us know.

Please tick one box:

I am happy to receive such information	<input type="checkbox"/>
I do not want to receive such information	<input type="checkbox"/>

By signing this section you are agreeing for us to commence marketing your property immediately.

On signing the right to cancel this contract remains for 14 days. Should you exercise this right you agree to reimburse our reasonable costs providing our services up to the day of cancellation.

We wish you to commence marketing our property immediately and not wait until our 14 day cancellation period ends.	
Signature.....	Date..... <input type="checkbox"/>
<i>(The 14 day cooling off period begins from this date).</i>	

To cancel with the 14 day period

If you wish to cancel the contract between us within the 14 day cooling off period you must notify us. We recommend this is done in writing (you may wish to use the section below and return to us) but you can choose whatever method you wish to inform us.

Cancellation of Contract <input type="checkbox"/>	
To: Strats Estates and Lettings Limited	
Re:	
We hereby give notice that we wish to cancel our contract with you. We understand that we are liable for the costs of services provided to today's date.	
Signature.....	Date..... <input type="checkbox"/>
Name:.....	