

AGREEMENT AND TERMS AND CONDITIONS OF BUSINESS

Full Name

Address

Address

Postcode

Date:

Property Address For Sale:

Asking price:

Correspondence Address if Different From Above:

Postcode

Before you instruct us to act on the sale of your property, we wish to draw your attention to our terms of business. The accompanying confirmation is to be signed and returned as acceptance of the following terms as the marketing of your property cannot commence unless we receive this. However acceptance of a viewer, even if our terms are not signed, does constitute acceptance of the following terms of business and constitutes a contract in itself.

1. This is a sole agency agreement and our fee will be **1.25% Plus VAT**. 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 during the period of our sole agency or with whom we had negotiations about the property during that period; or with a purchaser introduced by another agent during that period. In the case that our sole agency expires and you elect to instruct us and other agents on a multi-agency basis, you must confirm this in writing to us in accordance with term 3 below or else our sole agency will remain in force.
2. A purchaser is a "ready willing and able" purchaser if he/she is prepared and are able to exchange contracts for the purchase of your property. You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if such a purchaser is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw and contracts for the sale are not exchanged, irrespective of your reasons. In such a situation our remuneration will be 5% of our agreed fee for each week that has elapsed since instructing us to market the property (based upon the sale price), up until the original agreed fee is reached + VAT and will become due and payable within 3 working days of our formal request so as to cover our costs relative to your property.
3. The sole agency will stay in force for a minimum period of **15 weeks** from the date of your signing this agreement. This sole agency may be discontinued upon you giving us 14 days' notice in writing ending at any time on or after the minimum period. Our sole agency will automatically continue after the minimum period
4. until which time you give us 14 days written notice. No other agents are to be involved in the marketing of your property whilst in this minimum period. If you instruct an alternative or additional agent during our sole

agency period, you will be liable to pay our joint/multiple agency fee at 3% + VAT and you could still be liable for their fee in addition. If a sale is agreed by us which then aborts at any time subsequently, regardless of whether this occurs outside of our original sole agency period, a further 14 days' notice of termination must be given to us in writing if you decide to instruct another agent or agents. If an alternative estate agent introduces a purchaser during this 14-day notice period, then you will be liable to pay our joint/multiple agency fee at 3% + VAT.

5. Beaulieu Estates can offer a range of additional marketing methods, such as Professional photography or video/drone photography, walkthrough videos and floor plans etc. This is organised by Beaulieu Estates and paid by us upfront to a maximum of £750.00. Should you withdrawn the property from the market with Beaulieu Estates at any time, by signing these terms of business, you agree to refund Beaulieu Estates £450 + vat within 3 working dates of your withdrawal date. Copyright remains with the photographer and Beaulieu Estates and are not to be used by any third party.
6. If we are not your sole or joint instructed agent and a purchaser is introduced by us who then pursues the purchase of the property to a legal exchange of contracts we will then charge you our multiple agency fee of 3% No VAT, of the sale price of the property.
7. By signing these terms, you agree to instruct your solicitor to pay our fee directly from the proceeds of sale. The commission will be due on exchange of contracts with a purchaser we have introduced, but payable within 3 workings days of legal completion of contracts. (Interest at the rate of 4% above Barclays Bank base rate will accrue thereafter.) We do not accept any alternative method of payment unless agreed in writing by us prior to exchange of contracts. In the event that completion does not take place within 28 days of an exchange of contracts, we reserve the right to request payment in full in writing, to be paid within 3 working days of the date of that demand.
8. Should your instructions be terminated and the property subsequently sold and contracts exchanged by the seller within a period of 6 months, to a purchaser previously introduced by us by way of a viewing appointment, during the time of our appointment, our full fee will be due and payable in full within 3 working days of our formal request. We carry out Land Registry searches on all withdrawn properties to ascertain if our fee has been evaded and it is our policy to pursue the persons responsible if this is felt to be the case.
9. NOTICE OF RIGHT TO CANCEL: By law you have 14 days from the day you receive this notice, to cancel this contract, which must be received in writing.

I have read the contents of this agreement and agree to your acting as my ~~SOLE / JOINT/MULTIPLE~~ (Delete as appropriate) agent as per its terms.

I confirm that I own/jointly own the property and am legally competent to authorise a sale. (Or I act on behalf of the owner and have the authority and/or permission to enter into this agreement.)

If you are not the owner(s) of the property or your are joint owner(s) with someone who is not party to this agreement please explain below in what capacity you are instructing us to offer the property for sale.

Name(s)..... Capacity.....

Signed Vendor(s)

2nd Name(s)..... Capacity.....

Signed Vendor(s)

FOR SALE BOARD

YES

☐

NO

☐

SOLD BOARD

YES

☐

NO

☐

ENERGY PERFORMANCE CERTIFICATE PAYMENT

Amount Received by

Beaulieu Estates

£.....

Required

☐

Not Required

☐

Negotiators Signature:

Negotiators Name:

Proof of Identification (LIST A)

Driving Licence Number

Photo Taken

☐

Passport Number

Photo Taken

☐

Proof of Address, not older than 3 months (LIST B)

Utility Bill

Invoice/Ref Number.....

Invoice Date.....

Photo Taken

☐

Negotiators Signature

Date of This Agreement:

Negotiators Name :

Full Name
Address
Address
Postcode

Beaulieu Estates
Offices 5 and 5A
17-19 Richmond Road
Chelmsford
Essex
CM2 6UA

Date:

Dear Sirs,

RE: Marketing of Property Address:

I/we write in respect to the above property address, of which I/we confirm we have provided instructions for Beaulieu Estates to commence marketing.

I/we understand that I/we have the right to cancel the agreement between us and Beaulieu Estates within 14 days of receiving the notice of contract. I/we understand that Beaulieu Estates reserve the right to delay market until after the 14 days’ notice period has expired.

However, I would like to waiver this notice period by signing below, in order to allow for Beaulieu Estates to market the property with immediate effect.

Kind Regards,

Name(s)..... Capacity.....

Signed Vendor(s)

2nd Name(s)..... Capacity.....

Signed Vendor(s)