



BEAULIEU
ESTATE AGENTS

5 Beaulieu Square,
Chelmsford,
Essex,
CM1 6AU

T:01245 399939 E: info@beaulieuestates.co.uk
W: www.beaulieuestates.co.uk

TERMS AND CONDITIONS AND BUSINESS AGREEMENT

AS A MINIMUM, ALL OF THE FOLLOWING MUST BE COMPLETED
Please use BLOCK CAPITALS

AGREEMENT TO ACT ON YOUR BEHALF

Date:

Property Address:

Marketing Price: £

Correspondence Address (if different):

Postcode:

Working Together

Thank you for choosing Beaulieu Estates to market your home — we genuinely appreciate the opportunity.

Below is a summary of how we'll work together. It's designed to be clear and transparent, so you know exactly what to expect from us, and what we need from you in return. The accompanying confirmation it 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. Our Agreement

We will act as your sole agent, this means for the duration of this agreement no other estate agent can be instructed, market your property or introduce potential buyers. This allows us to be fully focused on achieving the best possible result for you.

Our fee is **1.25 % + VAT** of the eventual sale price which becomes due once contracts are exchanged, but payable upon completion via your solicitor via the proceeds of sale.

Our fee becomes payable if we introduce a buyer (or negotiate with one) during our time working together, and that buyer goes on to purchase the property.

2. Buyer Qualification

We take pride in ensuring that any buyer we introduce is in a strong position to proceed.

This may include checking:

- Mortgage agreement in principle
- Proof and source of deposit
- Their related sale (if applicable)
- Identification

To give you added security, we operate our **Beaulieu Estates Secure Buyer Service**, where buyers commit with a reservation fee before we mark the property as sold. This helps reduce fall throughs and keeps your move on track and this is in line with the Government's "How To Sell Your Home Guide". This helps protect your sale and keep things moving smoothly.

If we introduce a fully proceedable buyer at a price you're happy with, and you subsequently withdraw from this sale, a proportion of our fee will become payable by you (the seller/s) to cover our time, effort, and marketing costs.

In such a situation our remuneration will be 5% of our agreed fee, for each week that has elapsed since signing this agreement and instructing us to market the property. This payment is based upon the selling price, and only up to a maximum of our original agreed fee and will be deducted off our fee should you market the property with us again in the future. For clarity, if you instructed us to market your property and seven days later we agreed a sale for you and the sale has been running for two weeks, then you subsequently withdraw from the sale, you would be liable for 3 weeks of our fee at 5% for every week, therefore 15% of our original fee would be due. Any fee due is payable within 3 working days from our formal request, so as to cover our costs relative to your property.

3. Duration of Agreement

Our agreement runs for a minimum **15-week period**, giving us the best opportunity to market your home effectively.

After this, the agreement continues on a rolling basis, with **14 days' written notice** required should you wish to make any changes.

During this time, no other agents can be instructed, market or introduce viewers/buyers to your property.

4. Marketing Investment

We invest heavily into marketing your property, which may include:

- Professional photography

- Video and drone footage
- Floorplans and walkthroughs
- Cinematic Videography
- Social Media Marketing Boosts
- Property Portals

This is covered by us upfront (up to £1,000.00).

If the property is withdrawn from the market for any reason, by signing this agreement you agree to a contribution of **£450 + VAT** towards these costs within 3 working days of your withdrawal date. Copyright remains with the photographer and Beaulieu Estates and are not to be used by any third party.

5. Multiple Agency (If Applicable)

If additional agents are instructed at any stage during our sole agency period and a buyer is introduced by them, proceeds to purchase, we would charge a fee of **3% +VAT of the sale price**.

6. Payment of Fees

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, but payable within 3 working days of legal completion of contracts. (Interest at the rate of 4% above Lloyds 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 either by email or letter, to be paid within 3 working days of the date of that demand.

7. Introduced Buyers

If a viewer/buyer we introduced goes on to purchase the property within **6 months** of our instruction ending, our full fee plus VAT would still apply, regardless of which estate agent is instructed at the time.

8. Your Right to Cancel

You have the right to cancel this agreement within **14 days** of receiving it, unless have signed a waiver notice. (Full details available on request.)

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 you 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)

Name(s).....

Capacity.....

Signed Vendor(s)

FOR SALE BOARD YES

☒

NO

☐

SOLD

BOARD

☒

YES

☐

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

☐

Please Note:

In line with the Code of Practice for Residential Estate Agents and to adhere with legal compliance, we require proof of ownership of the property we are selling for you. This can be provided in the following way.

- A copy or photograph of the Deeds for the property with your name and the address clearly displayed or if these are not easily obtainable you can log on to the Land Registry website below and obtain these digitally and send to us.
- The Land registry is a definitive record of land and property ownership in England and Wales. If your property is already registered with The Land Registry you will not need the deeds to confirm ownership.

<https://www.gov.uk/government/organisations/land-registry>

*If you do not have The Deeds AND your property is not registered with Land Registry, information regarding this can also be found at the above link.

**Any costs incurred, as a result of proving ownership would be liable to yourselves.

I/we,

can confirm I/we are the legal owner of the property named in this agreement and I/we can confirm a copy of ownership will be provided to Beaulieu Estates Ltd.

Signed:

Negotiators Signature.....

Date of This Agreement:

Negotiators Name:

Beaulieu Estates
5 Beaulieu Square,
Chelmsford,
Essex,
CM1 6AU

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,

Signed Vendor(s)

Name(s).....

Capacity.....

Signed Vendor(s)

Name(s).....

Capacity.....