



Property Sales - Terms of Business (updated May 17)

Full name of seller(s)			
Property address			
Postcode			
Sellers address and postcode (if different)			
Home Telephone	Work Telephone	Mobile Telephone	Email address

This document is produced in accordance with The Estate Agents Act 1979 and The Estate Agents (Provision of Information) Regulations 1991. Please note that this is a legal document and we therefore advise that you take time to read the contents carefully prior to signing.

<p>This is a Sole Selling Rights Agreement between:- Strawberry Lettings & Sales Ltd. ("The Agent") and ("The Client")</p> <p>For the sale of ("The Property")</p> <p>This agreement is for a minimum period of ("The Minimum Period")</p> <p>The minimum period starts the first day that marketing is permitted under the regulations for the provision of the Energy Performance Certificate and shall continue until such a time as the notice of termination is given in accordance with these Terms and Conditions.</p> <p>This Agreement appoints The Agent to market The Property as follows:- The Property will be marketed at an initial asking price of ("The Asking Price") (not a valuation but a figure used for marketing purposes)</p>	<p>Provision of the Energy Performance Certificate</p> <p>By signing this Agreement, The Client has agreed to the provision of an EPC for the property and special reference is made to any terms for the owners or transfer of ownership of the EPC (including any payment), in the event that this agreement is terminated.</p> <p>The EPC will be provided by</p> <p>The cost of the EPC will be (payable immediately upon the signing of this agreement)</p> <p>If The Client is providing the EPC, The Client confirms that:-</p> <ol style="list-style-type: none"> 1. They are entitled to use the EPC and its use is not restricted under any agreement under which it was originally produced and The Client agrees to provide the EPC to The Agent. 2. The EPC complies with all legal requirements. 3. The Agent has permission to use the EPC to market The Property. <p>Where The Client provided the EPC under an arrangement with another agent working on behalf of The Client, The Client confirms that:-</p> <ol style="list-style-type: none"> 1. The EPC shall be provided to The Agent who shall be entitled to use it to market The Property 2. The EPC complies with all legal requirements
<p>Commission – The Agent shall be entitled to a commission of % ("The Commission") of the price at which contracts are exchanged on The Property ("The Price"). The price at which contracts are exchanged may be higher or lower than the Asking Price. The Commission shall be subject to a minimum value of plus VAT. The Price includes any payment made for fixtures and fittings and/or other chattels. VAT, where chargeable, shall be charged by The Agent on The Commission at the prevailing rate. The Commission plus any VAT thereon shall be paid by The Client to The Agent. The Agent shall also be entitled to charge Commission at the rate detailed above on the value of any non-cash consideration paid by the buyer to The Client.</p>	

Additional Charges - The Agent may (although shall be under no obligation to) recommend additional marketing activity. Any such additional marketing undertaken by The Agent at the request of The Client will be subject to an additional charge and The Agent shall raise a separate invoice to The Client. Payment of this invoice shall be in accordance with the terms & conditions contained herein.

Ready, Willing and Able Purchaser - For the purposes of these Terms & Conditions a purchaser is 'ready, willing and able' if prepared and able to exchange unconditional contracts for the purchase of The Property.

The Client will be liable to pay to The Agent (in addition to any other costs or charges agreed) if a ready, willing and able purchaser is introduced by The Agent in accordance with The Client's instructions. The Client remains liable to pay The Agent The Commission even if The Client subsequently withdraws from selling The Property and/ or unconditional contracts for sale are not exchanged, irrespective of the reason.

Payment - Payment of Commission shall become due upon:

1. Exchange of contracts
or, in circumstances where there is no contract of sale
2. Upon legal completion of the sale of The Property

The Client is, and shall remain, responsible for payment of The Commission. Payment shall be made no later than 3 (three) working days after legal completion or 28 (twenty eight) days after exchange of contracts on The Property, whichever is the sooner ("The Payment Date").

If any payment remains unpaid 10 (ten) working days after The Payment Date then The Agent reserves the right to charge daily interest on the outstanding balance at an annual rate of interest of 4% above the Barclays Bank base rate from the due payment date until payment is received in full.

Client Information - The Client agrees that details disclosed to The Agent may be used by The Agent, its own agents or licensees for any purpose relating to the provision of estate agency or related services offered by The Agent, its agent or licensees.

For Sale Boards - The Client agrees that The Agent shall be entitled to erect a 'For Sale' board at The Property. Any such board will comply fully with the Town & Country Planning (Control of Advertisements) Regulations 1992 ('The Regulations').

Access to Premises - If The Agent holds the keys to The Property then The Agent must accompany any viewing unless The Agent and The Client have otherwise agreed in writing. If The Agent is arranging a viewing of an occupied property The Agent shall agree the details with the occupier beforehand. The Agent shall be entitled to release the keys to those professionals whom, in its reasonable opinion, require access to The Property.

Empty Properties - The Agent shall have no responsibility in any way for any periods where The Property is unoccupied.

Sole Agency - Where The Agent acts upon The Client's behalf as Sole Agent, The Client will be liable to pay The Commission to The Agent (in addition to any other relevant costs or charges agreed) if at any time unconditional contracts for sale of The Property are exchanged, either:-

1. With a purchaser introduced by The Agent during the period within The Agent's Sole Agency or with whom The Agent had negotiations about The Property during that period.
2. With a purchaser introduced by another agent during that period
3. With a purchaser first introduced by The Agent during the agreement who goes on to purchase the property within 6 months of the date the agreement ended.

Termination of Agency - No less than 14 days' notice in writing is required to terminate this Agreement. Notice may be given at any time at the end or after the last day of The Minimum Period.

Double Commission Warning - If The Client has instructed another agent on a Sole Agency/ Joint Agency or sole selling rights basis The Client must check whether, by introducing this agent as well, they will be liable to pay both estate agents' fees.

Offers - The Agent will promptly forward details, in writing, of all offers received from potential buyers at any time up until contracts have been exchanged, unless the offer is of an amount or type which The Client has specifically instructed The Agent (again in writing) not to pass on. A written or computerised record of all offers received will be made available to The Client upon request. The Client shall promptly inform The Agent of all enquiries or discussions which The Client may have with any prospective purchaser that are not made with the knowledge of The Agent.

Extra Services - The Agent shall tell The Client if it, or any other connected person, intends to earn any commission from offering The Client or a buyer any additional services.

Personal Interest - The Agent shall declare where there is a personal interest in the sale of The Property. If The Client is aware or believes that there may be any personal association with The Agent (be it either commercial or personal) then they shall tell The Agent.

The Property Details - The Client shall immediately inform The Agent if they become aware of anything published by The Agent regarding The Property which may be considered by a reasonable thinking person false or misleading under the Property Misdescriptions Act 1991.

The Property Ombudsman - The Agent is a member of TPOS (The Property Ombudsman Scheme) and follows the Code of Practice. The Client agrees to the Agent giving information about the sale of The Property to the Ombudsman where The Client has registered a complaint. The Client also agrees that their contact details can be given to TPO (when requested) to help them monitor how The Agent is following the Code of Practice.

Energy Performance Certificates (as of October 2008) - From October 2008 all properties marketed for sale or to let are legally required to have an EPC. The survey must be carried out as soon as marketing begins (there is a 1 week legal allowance); the certificate itself will be downloaded and added to the on-line advertising so that it is available to any prospective buyer viewing the property and a copy is given to the successful buyer. Certification is valid for 10 years and failure to produce the documentation is now a criminal offence, possibly also leading to a fine. The survey will offer advice on how further energy savings can be made and, whilst the home owner is under no legal obligation to carry out any works raised by the EPC, there may be advantages to doing so. If you are unsure about the presence of an existing EPC at a property then Strawberry can access the EPC register and check for you. We can download a copy of an existing certificate or arrange for a new survey to be undertaken upon your behalf (upon payment we will instruct an assessor to complete the survey within 48 hours).

A Summary of Strawberry Sales Packages

Feature	Strawberry online	Strawberry traditional	Strawberry's with cream
Ideally suited to	Those who are happy to handle the majority of the sales process themselves	Those who want the support of an agent but are happy to handle some aspects of the sales process	Those with little time to handle any aspect of the house sale themselves
Initial visit by a fully trained, local, professional to provide full sales valuation and advice on elements of the sales process	YES	YES	YES
Photographs highlighting all the best features	YES	Professional photography by highly trained photographer to ensure property is presented well	Professional photography by highly trained photographer to ensure property is presented well
Floor plans with full measurements	YES	YES (3D at extra cost)	YES (3D at extra cost)
Full virtual tour	NO	Additional cost	Additional cost
Construction and approval of draft particulars	YES	YES	YES
On-line marketing on Strawberry's own globally-visited website, Rightmove, On the Market and actively marketed via social media sites including Facebook, Instagram, Twitter and Linked In.	YES	YES	YES
Rightmove Premium listing	NO	Additional cost	YES
'Featured Property' listing on Rightmove (worth £250 - £500)	NO	Additional cost	YES
Regular updates to particulars, images and descriptions to constantly keep marketing fresh	NO	YES	YES
Eye-catching 'For Sale' board	YES	YES	YES
Access for EPC survey	NO	YES	YES
EPC survey (worth £75.00 plus VAT)	NO	Additional cost	YES
Organisation of viewings incl. vetting of potential buyers	Buyers details passed to vendor to organise viewings directly	YES	YES
Accompanied viewings	NO	Additional cost	YES
Collation and provision of detailed feedback within 24 hours of viewing	NO	YES	YES
Weekly updates on progress of sale	NO	YES	YES
Organisation of access for surveys	To be arranged by vendor	YES	YES
Negotiation assistance with any offers received	YES	YES	YES
Arrangement of quotations and commencement of any works highlighted by survey, using professional contractors	NO	YES	YES
Sales progression updates from offer to completion, including the chasing of all relevant parties involved with sale	NO	YES	YES
Telephone call to confirm completion	NO	YES	YES
Organisation of removals	NO	NO	YES
Notification of change of ownership to utility companies	NO	NO	YES
Setting up mail redirection	NO	NO	YES
Arrangement of the transfer of keys	NO	YES	YES

Agreement for the Commencement of Work

I/ We

Date of Contract

Name of Agent - **Strawberry Lettings & Sales Ltd.**

I would like the performance of this contract to begin before the expiry of the cancellation period.

Thus I understand that I have a 7 day period from the date of The Contract in which I may cancel this work. I will however be liable to pay for all materials supplied or ordered, services received or ordered and any work undertaken up to the time of cancellation.

I/ We, The Client confirms that I / We have read and understood The Terms and Conditions and agree to be bound by the terms contained therein.

I confirm that I wish the work to start on.....

Signed..... Date

Signed..... Date

Customer Cancellation

Your rights

You have the right to cancel within 7 days of the date of contract.

If you do wish to cancel you **must do so in writing** and deliver it personally (this may be by electronic mail) to the person named below.

Cancellation takes effect on the day of posting (please retain proof).

For your convenience the attached form may be used.

CUSTOMER CANCELLATION NOTICE

Complete, detach and return this form only if you wish to cancel The Contract.

TO THE AGENT

Name of agent:	Nicola Hickinbotham Strawberry Lettings and Sales Ltd.
Address of agent:	4 High Street Barrow upon Soar Leicestershire East Midlands LE12 8PY
Customer contract reference number (to be written by agent)	
Date of contract (to be written by agent)	
I/We hereby give notice of my/our intention to cancel my/our contract (Delete as appropriate)	

FROM THE CLIENT

Name of customer	
Address of customer	
Signed	
Dated	