



TERMS AND CONDITIONS OF BUSINESS OF DOCKLANDS PRESTIGE RESIDENTIAL (“WE”, “OUR”, “US”)

GENERAL

- 1** Estate Agents are required by law to give sellers written details of the fees which will be incurred and explain how such payments will be calculated and when they become due. These details are clearly set out in this agreement. Regretfully, we cannot commence marketing until such time as we have written confirmation of your acceptance of our terms by signing this agreement.

This is a legal document. Before signing and accepting the terms of this agreement please take the time to read it carefully. In signing this agreement you acknowledge that you have read and understood it.

Save as set out in paragraph 2 below, this agreement will be effective from the date signed by you until the earlier of (I) the sale of the property and the payment of our fees and (II) either party giving the other party no less than 4 weeks’ written notice (the “Term”).

NOTICE OF THE RIGHT TO CANCEL

- 2** If this agreement is concluded in the simultaneous physical presence of one of our agents and you the consumer, in a place which is not our business premises you have the right to cancel the agreement within 14 days if you wish. This right can be exercised by delivering, sending, or emailing a cancellation notice to us within such 14 day period. You are free to instruct us to begin work immediately on the understanding that you will be liable to pay for work undertaken or services received up to the time of any cancellation. This will include our fees if a buyer is introduced during such period in accordance with paragraphs 4 and 5 below. In the event that you cancel within the 14 day period we will reimburse any payments without undue delay less an amount proportional to the work done up to the point of cancellation if an immediate start is agreed.
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OMBUDSMAN

- 3** We are a member of the Ombudsman Scheme for Estate Agents and subscribe to the OEA Code of Practice. You agree that we may disclose any information relating to your property should the Ombudsman request it from us in accordance with the rules of membership. You will be advised of any such request. The Code of Practice and the Consumer Guide are available at www.tpos.co.uk.

In the event that you have a complaint about us please discuss it with your agent. In the unlikely event that it cannot be resolved you have the right to refer the matter to the Ombudsman.

**SOLE AGENCY
AND SOLE
SELLING RIGHTS**

- 4** Where we are appointed as your Sole Agent with Sole Selling Rights, you agree that no other agent is currently appointed and that you shall not appoint another agent during this period as doing so may cause you to become liable for more than one fee.
- You will be liable to pay our fees in addition to any other costs or charges agreed in the following circumstances:
- a. if unconditional contracts for the sale of the property are exchanged:
 - I. with a buyer introduced by us during the period of our Sole Agency or with whom we had negotiations about the property during that period;
 - II. with a buyer introduced by another agent during that period;
 - III. in the period during which we have the Sole Selling Rights, even if the buyer was not found by us but by another agent or by any other person, including yourself;
 - IV. after the expiry of the period during which we have Sole Selling Rights but to a buyer who was introduced to you during that period or with whom we had negotiations about the property during that period; or
 - b. if we have introduced a buyer who is ready, willing and able to exchange contracts (a buyer is a “ready, willing and able” buyer if they are prepared and are able to exchange unconditional contracts for the purchase of the property).

If any individuals or parties have shown interest in purchasing the property prior to this agreement privately or through another agent we will generally be entitled to our fees if we introduce the buyers (e.g. after seeing a for sale board or seeing the property information on the internet). You confirm that no-one else is currently interested in the subject property or negotiating to buy it. Even if you declare an interested party it may be that the party has since lost interest. If we are able to revive that interest we will be entitled to our fees if it transpires we were the effective cause of sale.

**MULTIPLE
AGENCY**

- 5** Multiple Agency is when one or more estate agents are marketing, showing or arranging appointments for prospective buyers to view the property. You will be liable to pay our fees, in addition to any other costs or charges agreed:
- a. if at any time unconditional contracts for the sale of the property are exchanged with a buyer introduced by us or with whom we had negotiations during the Term;
 - b. if this agreement has ended and a buyer with whom we introduced or had negotiations with unconditionally exchanges contracts within 6 months of the date of termination of this agreement.

Please remember if you have instructed another estate agent to sell your property on a sole agency/sole selling rights basis, you may be liable to pay that fee as well as ours. If a multiple agency arises you may be liable to pay a higher fee and another fee.

OTHER SERVICES

- 6** We may offer services to prospective buyers relating to the purchase of the property. Services include mortgage advice, insurance, letting and property sales from which a fee may be earned. We will not discriminate, or threaten to discriminate, against any prospective buyer because that person is, will not be, or is unlikely to be accepting services that we will or may directly or indirectly provide.

OFFERS

- 7** We will communicate all offers received on the property to you as soon as possible and include a report on the buyer's ability to proceed. We will, whenever possible, telephone you with such offers but will follow up any telephone conversation with written confirmation. When an offer is accepted, we are obliged to seek confirmation of further marketing instructions. You must tell us whether you agree to withdraw the property from the market whilst the sale is proceeding or whether you wish for it to remain fully available. We must advise the prospective buyer of your instructions.

PAYMENT OF ACCOUNTS

- 8** Our fees together with any VAT at the prevailing rate (and any other costs or charges agreed between us) become due upon unconditional exchange of contracts and are payable on completion from proceeds of sale. By signing this agreement you irrevocably agree to authorise your solicitors to pay these fees upon completion.
- Should payment not be received within 14 days from the date of completion, interest will be charged at the maximum rate permissible at law. In the event we find it necessary to recover unpaid fees, we will seek to recover any costs incurred (including legal fees). Should completion be delayed for whatever reason our account must be settled within 60 days of unconditional exchange of contracts. If during this period the property is sold privately then we reserve the right to charge 1.2% including VAT of the sale price in order to cover our expenses in relation to marketing. Please note that we do not normally accept payments in cash. The final selling price includes the price the property is sold for, the value of the fixtures and fittings and any other fees or incentives, before discounts, agreed between you and the buyer. The marketing/asking price does not represent a formal valuation of the property and may change during the Term.

SALE BOARD

- 9** Unless instructed to the contrary, we are hereby authorised to erect a board at the property. The law allows the display of only one board at a property and it is the legal responsibility of both of us to ensure this is the case. It is your responsibility to advise of any restriction in the display of boards at the property and we ask that you notify us in writing accordingly. It is important that you are aware that the provision by us of a board will be an introduction to a buyer who subsequently exchanges contracts even if you were previously acquainted with that person. Please note that you are not entitled to make a claim if there is any damage due to erecting a board (unless such damage was caused negligently).

**PERSONAL
INTEREST**

10 We will tell you if at any time we are aware of any personal interest or connection between any of our staff and you. If you have any connection with any of our staff, please let us know in order that we can make a declaration of personal interest.

SALES DETAILS

11 We are required by law to ensure that all information supplied about your property is accurate and in no way misleading. No information may be omitted which may impact on a prospective buyer's transactional decision. We will ask you to confirm that everything in the sales particulars is correct. It is essential that you inform us **immediately** if the sales details are incorrect or if any changes take place later which may require these details to be amended. We are unable to send details to prospective buyers until such time as details are approved.

**ENERGY
PERFORMANCE
CERTIFICATES**

12 EPCs give information on how to make your home more energy efficient and reduce carbon dioxide emissions. An EPC is required by law when a building is built, sold or put up for rent. It is valid for 10 years. Both of us must use all reasonable efforts to ensure that an EPC is obtained within 28 days of marketing beginning. We can arrange an EPC for you or you may wish to provide your own. In the event that you supply your own we need a copy within 28 days from the start of this agreement or we will be obliged to suspend marketing until it is made available to us. The cost for Docklands Prestige Residential to arrange Energy Performance Certificate (EPC) will be £54 including VAT

**ACCESS TO
PROPERTY**

13 If we hold a key to the property we will accompany any viewings unless agreed otherwise. If we arrange for someone to view an unoccupied property we will agree the arrangements with you beforehand. It is our usual practice to release the keys to professionals who require access such as surveyors acting on behalf of the buyer. In order to avoid delaying the sale, once we have established their identity, they will be permitted unaccompanied access. Please advise us immediately if this is not acceptable. We will continue to seek your permission to allow unaccompanied visits by any other third parties such as trades people or representatives or any utility companies.

We act as sales agents only and under no circumstances do we take responsibility for unoccupied property. Unoccupied property can deteriorate quickly and we strongly advise clients to make arrangements for their property to be checked regularly by a competent person.

**MARKETING
MATERIALS**

14 We retain all intellectual property rights to all advertising and marketing materials used to market the property and reserve the right to use it for our own marketing activities following completion.

**ACCEPTANCE
AND VARIATION**

15 If you require any further information or you would like an explanation about anything, then do not hesitate to contact us. By signing this, you are entering into a binding legal agreement. **You should seek independent**

legal advice if there is anything which you do not understand. Please sign and date the form below and return it to us, confirming that you have read and understand the terms of this agreement. The law requires us to furnish you with our terms and conditions of business and we have discharged our duty. In the event that we have not received the signed agreement you will be deemed as having accepted them as soon as you allow us to commence marketing in accordance with these terms and you will be bound by them unless you advise us in writing to the contrary. For the avoidance of doubt, no variation to this agreement shall be effective under any circumstances unless amended in writing and signed by you or your representative and countersigned by one of our Managers or Directors.

**DATA
PROTECTION**

16 We may process your personal data only for the purposes of providing our services to you and in accordance with any instructions you may give us from time to time. Any processing will be in compliance with our privacy policy which is available to view at <http://we-are-dpr.com/privacy-policy/>.

I/We have read and understood the terms of this agreement and agree to abide by them and confirm that I am/We are the legal owner(s) of the property and duly authorised to issue such instructions.

SIGNED _____

DATE _____

PRINT NAME _____

To be filled on behalf of Docklands Prestige Residential

SIGNED _____

DATE _____

PRINT NAME _____

CONFIRMATION OF INSTRUCTION

I. Property address ('the property')

NAMES OF ALL LEGAL OWNERS:

II. Correspondence address (if different from property address)

III. I / We hereby appoint Docklands Prestige Residential to act as our

Sole Agent / Multiple Agent (Circle as appropriate)

Agency fees payable to Docklands Prestige Residential as follows:

Sole Agent: 2.4% including VAT of the final selling price

Example: If your property sell for the asking priceyou will pay a fee of inclusive of VAT

Sole Selling Rights for [insert duration]

Multi Agency: 3% including VAT of the final selling price

Example: If your property sell for the asking priceyou will pay a fee of inclusive of VAT

d) In signing this agreement you acknowledge that you are required to provide an up to date EPC for your property.

IV. Proof of Identity

The law requires us to get satisfactory evidence of the identity of our clients and sometimes people associated with them. This is because businesses which deal with property transactions can be used by criminals wanting to launder money.

The evidence we need:

To comply with the law, we need to get evidence of your identity and that of any other beneficial owners as soon as possible.

Please bring in to our office your passport, or your photocard driving licence and prove of address such as recent utility bill or bank statement (last three months) to prove your identity. We will need to check it, and to keep a copy. If those documents are not available, please speak to us to establish what other evidence may be acceptable.

If you cannot come in to see us:

If you cannot come in to see us with your evidence of identity we will be able to accept copies. Copies must be certified by trusted third party, such as a solicitor, chartered accountant or doctor.

I am entitled to sell the property and have read, understood and agree to the terms of this agreement. I confirm that to the best of my knowledge the information regarding my property is accurate and that I have not withheld any materially significant information. The information provided may be used at your discretion and released to any prospective buyers. I hereby indemnify Docklands Prestige Residential accordingly. Should there be any changes I will notify you in writing. In signing this agreement I confirm that I am instructed and authorised to sign on behalf of all owners and/or trustees.

SIGNED

DATE

PRINT NAME
