



# AGENCY AGREEMENT (RESIDENTIAL)

**THIS DOCUMENT IS YOUR INSTRUCTION TO US TO MARKET YOUR PROPERTY FOR SALE AND CONTAINS OUR TERMS AND CONDITIONS. READ IT CAREFULLY BEFORE SIGNING**

## COMMISSION

Commission is payable upon completion of the sale in the sum of £999 (excl VAT) as an agreed fixed fee or percentage of the final selling price.

## CONTRACT DURATION

This agency will be for an initial period of 6 Months and will continue thereafter until the expiry of one month's notice given by either party to the other in writing. If property is withdrawn within contract period then withdrawal fee is payable to cover our setup and advertising fees.

Other changes may be agreed which will become payable prior to marketing or on completion of the sale as follows:

## MARKETING CHARGE

Payable prior to marketing £ 0 (excl VAT)

## ACCOMPANIED VIEWING SERVICE

Payable prior to marketing £ 0 (excl VAT)

## EPC (statutory requirement)

Payable prior to marketing £ 55 (excl VAT)

## FLOOR PLAN

Payable prior to marketing £ 0 (excl VAT)

## PRESS ADVERTISING

£ 0 (excl VAT)

We have various options and confirm below what has been agreed

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Shop window and plasma screen advert included free of charge also web sites Zoopla and prime locations, "For Sale" board.

## WITHDRAWAL CHARGE

Payable prior to marketing £ 150 (excl VAT)

## PROPERTY ADDRESS TO BE SOLD

\_\_\_\_\_

## AGREED MARKETING PRICE

£ \_\_\_\_\_ (excl VAT)

## SELLERS DECLARATION

I/We accept the terms contained in this agreement and acknowledge receipt of copy of it, duly signed.

Signed : SELLER 1 \_\_\_\_\_ Date: \_\_\_\_\_

PRINT NAME \_\_\_\_\_

PRINT ADDRESS (if different from above)

Signed : SELLER 2 \_\_\_\_\_ Date: \_\_\_\_\_

PRINT NAME \_\_\_\_\_

PRINT ADDRESS (if different from above)

\_\_\_\_\_

Signed on behalf of Yorkshire Accommodation Bureau Ltd :

Name \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_

## NOTICE OF RIGHT TO CANCEL

You have the right to cancel this Agreement within 14 days without giving any reason. The cancellation period expires after 14 days from the day of the conclusion of the Agreement. To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by a clear statement (e.g a letter sent by post, fax or e-mail). If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement. If you requested to begin the performance of services during the cancellation period but cancel during that period, you will have to pay for the services we have provided in the period prior to cancellation.

## TERMS AND CONDITIONS

### SOLE SELLING RIGHTS

You will be liable to pay remuneration to us on the terms outlined this agreement in each of the following circumstances:

1. If unconditional contracts for the sale of the property are exchanged in the period in which we have had sole selling rights even if the purchaser was not found by us but another agent or by any other person, including yourself or a family member. For the purposes of this agreement a part exchange sale or sale to a family member is deemed as a sale.
2. If unconditional contracts for the sale of the property are exchanged after expiry of the period during which we have sole selling rights, but to a purchase who was introduced to you during that period by ourselves or with whom we have had negotiations about the property during that period. This period will extend for six calendar months after the expiry of our agreement.

### INVOICE

At exchange of contracts our invoice will be sent directly to the seller's Solicitor/Conveyancer for settlement from the proceeds of the sale. However, we reserve the right to send the invoice direct to the seller. Notwithstanding the above the seller remains at all times responsible for the payment of the account which will be due no later than 7 days after completion of the sale.

### PAYMENT OF ACCOUNT

Where an invoice remains unpaid for 7 days or more we reserve the right to charge interest on unpaid debts under the Late Payments Commercial Debt Act (interest) 1998(amended by the late payment of commercial debt regulations 2013) and under Section 69 County Court Act 1984.

### SALE BOARDS

Subject to your agreement, our 'For Sale' board will be erected outside the property. Any boards will comply with the Town & Country Planning Regulations 1987.

### PROPERTY MISDESCRIPTIONS ACT 1991

It is a criminal offence to give false or misleading information about the property. Draft particulars will form the basis of our marketing which will be sent for your approval and it is essential to ensure any information we provide is factually accurate in every respect. If you are in any doubt about any information in the particulars you must make us immediately aware prior to approval of the particulars. You must also make us aware of any changes to your property during the course of marketing.

### OTHER SERVICES

We may offer the following services to customers provided by third party organisations where we may benefit financially, for example financial services, surveys and evaluations. We will make you aware in writing if your buyer accepts any of our services offered.

### OFFERS

When offers are received from a prospective buyer we will endeavour to ascertain the financial circumstances of the offeree in order to validate their offer. We cannot however be responsible for incorrect information given.

Any information received in this regard will be provided to the seller to enable them to make an informed decision. The seller will be advised of all offers received which will be reported by telephone and subsequently confirmed in writing. No offer will be accepted without prior approval of the seller.

### DISCLOSURES

Under the Estate Agents Act 1979, we are required to disclose to prospective purchasers any family relationship or business association between the seller and any employee or Director in Yorkshire Accommodation Bureau Ltd. Where we are aware of such a declarable interest, the relevant disclosure will be made. If you are aware of any such relationship, you must notify us as soon as possible with full details.

### OWNERSHIP

The seller should ensure before instructing us to market the property that they are the owner, co-owner or are acting with the necessary authority to instruct us to market the property. We must have authorisation from all owners in order for us to proceed.

### MONEY LAUNDERING REGULATIONS 2007

We are required by law to obtain proof of identity from all our clients. We therefore ask you to provide to us passport/driving licence with photograph, a recent utility bill or State Pension/Benefit Book. Information will be photocopied in black & white and will be retained within our file.

### UNOCCUPIED PREMISES

Yorkshire Accommodation Bureau Ltd accepts no liability or responsibility for the maintenance or repair of, or for any damage to the property at any time. We recommend that you take any necessary actions to protect your property and notify your insurers.

### COMPLAINTS

In the event that you have a complaint in respect of the standard of service you have received, a formal complaints procedure will be followed. A copy of our complaints handling procedure is available on request. Using our complaints handling procedure will not affect your statutory rights.

**PLEASE ENSURE ALL JOINT OWNERS SIGN BEFORE RETURNING CONTRACT TO [sales@yablttd.com](mailto:sales@yablttd.com)**

**Yorkshire Accommodation Bureau LTD, 26 Westgate Rotherham S60 1AP, [www.yablttd.com](http://www.yablttd.com)**

