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 If property is withdrawn within contract period then withdrawal fee is payable to cover our setup and advertising fees.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	£() (excl VAT)
Payable prior to marketing		
ACCOMPANIED VIEWING SERVICE	£() (excl VAT)
Payable prior to marketing		
EPC (statutory requirement)	£5	5 (excl VAT)
Payable prior to marketing		
FLOOR PLAN	£() (excl VAT)
Payable prior to marketing		
PRESS ADVERTISING	£(excl VAT)
We have various options and confirm below what has	been agreed	
•	of charge also w	eb sites Zoopla and
prime locations, "For Sale" board.	-	·
Shop window and plasma screen advert included free prime locations, "For Sale" board. WITHDRAWAL CHARGE Payable prior to marketing	-	eb sites Zoopla and (excl VAT)
prime locations, "For Sale" board. WITHDRAWAL CHARGE	-	·

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:

SELLERS DECLARATION

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.

Date _

Signed ___

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 ant 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 purchases 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.

<u>OWNERSHIP</u>

The seller should ensure before instructing us to market the property that they are the owner, coowner 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.

TO BE COMPLETED BY THE SELLER



PROPERTY CHECKLIST under the terms of the Property Misdescription Act 1991

1. Address: (please include poste code)							
2. Services Available: Gas	Electricity	Other drainage (e	e.g Cesspit, Septic	Tanks etc.)	Water		
3. Property Listed / Not Listed	3. Property Listed / Not Listed Roads Adopted / Not Adopted						
4. Tenure (Freehold Or Leasehold): (If Leasehold Point 5)							
5. Length of lease:	Ground F	Rent Payable: Service charge Payable(for flats):					
6. Property type: (semi-detach	ned, etc.)						
7. Comment on any Extension and/or Alterations							
Have any necessary Planning Consents and/or Building Regulations been obtained for any extensions or alterations?							
					Yes/No/Not Aware		
8. Any known restrictive Cove	nants, Restrictio	ons or Easements?			Yes/No/Not Aware		
9. Are there any shared paths,	drives, etc?				Yes/No/Not Aware		
10. Are any guarantees held for D	amp Proof Cours	e, Windows, timber t	reatments etc? (if y	ves please state):	Yes/No/Not aware		
11. Are any items within the p	roperty subject	to a Contract, hire	purchase or mair	ntenance agreeme	nt Yes/No/Not Aware		
12. Are there any disputes with r	eighbouring prop	erties which affect th	his property? (i.e. bo	oundary disputes, et	c.): Yes/No/Not Aware		
13. The client has been supplied with a Draft Brochure of the property to be sold Does the client agree upon its accuracy: yes / no							
If no provide comments							
I have checked the schedule above and in my considered opinion the answers are correct so far as I am able to reply: (Client to sign below)							
Date: Signed		(vendor)					
Date: Signed		(vendor)					

IMPORTANT: Please Ensure This checklist is completed, signed and emailed to sales@yabltd.com

MARKETING ACTIVITY – The frequency of advertising, the number of sales details prepared and circulated, the display of details and photographs in our offices and all other matters related to the marketing of your property are entirely at our discretion.

DESCRIBING YOUR PROPERTY – We are required by law to present your property for sale as accurately as possible and in a way which will not mislead a buyer. You will be asked to verify the sales particulars prepared by us and you will also be asked to complete a Property Misdecriptions Act Checklist. You must also make us aware of any changes made to your property during the course of marketing.