

## SALES AGENCY AGREEMENT

Between:

(Hereinafter referred to as 'The Vendor')

Of:

And:

**Andrew Strevens LTD t/a**

**Rogers & Partners**

45 Bridgnorth Road, Compton

Wolverhampton, WV6 8AF

(Hereinafter Referred to as 'The Agent')

Instruction Is Hereby Given to The Abovenamed Agent by The Vendor  
(or their legal representative) to provide the  
**Bronze / Silver / Gold service**  
denoted and more fully described below

For the property known as:

**We are members of The Property Ombudsman Scheme [www.tpos.co.uk](http://www.tpos.co.uk)**

# SERVICES & COST

## Bronze : Paid Upfront

To include:

Market appraisal visit & photography \ Online property details produced  
Floorplans produced (*separate charge applies if floorplan required*)  
Web portal marketing for up to 12 months  
Enquiries taken and viewings arranged (*accompanied if required at additional cost*)  
Offers taken, referred and negotiated to sale  
Memorandum of Sale produced to all parties  
Sale managed to completion

**Fee: £799\* including VAT**

**Payable in advance**

\*non-refundable

**Nb. If a sale is agreed and then falls through requiring remarketing, the fee in its' entirety will need to be paid again**

## Silver - The Hybrid Way!

To include:

Market appraisal visit & photography \ Online property details produced  
Floorplans produced (*separate charge applies if floorplan required*)  
Web portal marketing for up to 12 months  
Enquiries taken and viewings arranged  
Offers taken, referred and negotiated to sale  
Memorandum of Sale produced to all parties  
Sale managed to completion

**Fees: Upfront marketing fee of £179.00 including VAT  
+ Fixed fee on completion of 0.6% Of Sale Price Achieved  
(subject to a £740.00 minimum) including VAT**

**EXAMPLE: If your property sells for £      You will pay fee on completion of £**

## Gold - NO SALE - NO CHARGE!

**SOLE AGENCY BASIS ONLY\***

Estate Agency the traditional way.

Includes all of the services offered under the Silver Service but with

**NO UPFRONT CHARGES AND NOTHING TO PAY IF YOU DON'T SELL**

**Final Sales Fee: 1% Of Sale Price Achieved (subject to a £1199.00 minimum) including VAT  
– payable on completion only**

**EXAMPLE: If your property sells for £      You will pay fee on completion of £**

**Initial listing price agreed:**

*Offers in the region of / Offers over / £*

## GENERAL TERMS AND CONDITIONS

### 1. AGENT'S ENTITLEMENT TO THE AGENT'S FINAL SELLING FEE (Silver & Gold packages Only)

The Agent's Selling Fee will be payable if:

- a) At any time a buyer introduced by the Agent to the Vendor(s) or the Property, contracts to buy the Property, or gets another person or entity to buy the Property or otherwise becomes a legal or beneficial owner of the Property;

*\*Where the 'seller' has chosen the GOLD service this agreement is to be considered a Sole Agency agreement. We will not operate in a Multi-Agency environment when providing our service on a No Sale – No Charge basis.*

### 2. AGENT'S SELLING FEE PAYABLE ON COMPLETION:

- a) The Agent's Selling Fee will only be payable to the Agent on the completion of the transaction that gives rise to the Agent's entitlement to that fee, provided that if there is a failure to settle the transaction and that failure is due to the fault of the Vendor(s) the fee will be payable immediately. In this clause, "completion", in relation to a transaction:
- b) Where the transaction is to be completed by the payment of the purchase price by way of single payment

### 3. MARKETING CHARGES (Bronze & Silver packages Only)

- a) The GOLD SERVICE provided by the agent is provided on a **NO SALE – NO CHARGE** basis, free of any additional disbursements or marketing charges.
- b) The SILVER SERVICE includes an initial marketing cost of £179 inc VAT payable in advance at the time of the commencement of marketing.
- c) The BRONZE SERVICE is paid upfront and involves no further sales fee on completion. Marketing is limited to 12 months and must be uninterrupted.
- d) The Agent may charge interest on the agreed Marketing Charges and Final Fee if an account has been rendered to the Vendor(s) and is unpaid for longer than 30 days after the date of the account.

### 4. AGENT'S AUTHORITY:

- a) The Agent may engage other Estate Agents to find a buyer. If so, the Agent may pay a fee to the other Agent.
- b) If the Property is sold, the Agent is authorised to give appropriate instructions to aid completion to the nominated solicitor of both the Vendor(s) and the Buyer.
- c) The Agent is authorised at or prior to completion to remit the balance of any deposit taken to the Vendor(s) or to the Vendor(s) nominated solicitor for the purpose of completing the sale after deducting the Agent's Selling Fee and any outstanding agreed Marketing Charges and Expenses. The Agent's Selling Fee shall be held in trust pending completion.
- d) If the property is sold and no deposit has been taken, or the deposit is insufficient to cover the Agent's Selling Fee and outstanding agreed Marketing Charges and Expenses, the Vendor(s) shall pay on demand any shortfall and the Vendor(s) authorises the Agent to obtain payment of the shortfall out of purchase monies received by the Vendor(s) solicitor.

5. **ACCESS:** The Vendor(s) agrees to allow access by the Agent to the Property and to provide all necessary keys and security details.

6. **VENDOR(S) WARRANTY:** The Vendor(s) warrants that the Vendor(s) has the authority to enter into this Agreement.

### 7. VENDOR(S) ACKNOWLEDGEMENT:

The Vendor acknowledges:

- a) Having been informed by the Agent, before signing this authority, that the Agent's Selling Fee is subject to agreement;
- b) Having read and understood and agreed to the terms and conditions of this Agreement;
- c) That information contained in the Property Description form shall be incorporated in and form part of this Agreement.

### 8. DEFINITIONS:

- a) "VAT" means Value Added Tax.
- b) "Introduce", "introduces" and/or "introduction" used in this form means, whether in the context of an introduction by the Agent to the Vendor, that the entity who claims to have introduced the buyer concerned has been an effective cause of the relevant sale.
- c) "sold" includes the disposal of the Property in any manner whatsoever or any part of the legal or beneficial ownership of the property.

### 9. VENDOR(S) INTRODUCING BUYER:

The Vendor(s) agree to pay the Agent's Selling Fee on the terms and conditions set out in this Agreement PROVIDED THAT, regardless of anything contained in those terms and conditions, the Vendor(s) and Agent agree that if, during the Authority Period, the Vendor(s) introduce the ultimate buyer of the Property to the Property themselves the Vendor(s) will be liable to pay the Selling Fee to the Agent.

**10. VENDOR APPOINTING ANOTHER ESTATE AGENT:**

The Vendor must notify the Agent of all other agents instructed to sell the property and notify the Agent immediately if a buyer is found from another source. If the vendor has taken the GOLD service, which is operated on a SOLE AGENCY basis only, the property will be withdrawn and a withdrawal fee of £179.00 will be charged. If a ready, willing and able purchaser has already been secured by the agent for the property in question then the sale fee in its' entirety will be due.

**11. WITHDRAWAL OF THE AGREEMENT / COOLING OFF PERIOD:**

This Agreement can be ended by either party, without penalty, by giving 14 days written notice to the other. However, this does not prejudice the rights of the agent where a ready, willing and able purchaser has been secured. However this agreement is subject to a **14 DAY COOLING OFF PERIOD (where it has been signed away from our premises)** and can be cancelled without penalty within 14 days of signing. Marketing of the property will not begin within this period unless the vendor waives his statutory right to the cooling off period in writing

**12. UNOCCUPIED OR VACANT PROPERTY:**

The Vendor(s) agree that the Agent shall not be responsible for the maintenance or repair of the Vendor(s) Property should it be unoccupied.

**13. ENERGY ASSESSMENT:**

The seller must ensure that a valid Energy Performance Certificate (EPC) is available for the property at all times whilst being marketed. Rogers Direct can undertake this and provide the EPC for you if required at a cost denoted below.

**14. MARKETING DETAILS:**

- a) The Agent is required to ensure that sales particulars and advertisements relating to the Property are factually correct and are not misleading.
- b) The Vendor(s) is responsible to verify that all details are true and correct during this Agreement.
- c) The Vendor(s) shall inform the Agent immediately if the sales particulars or any other form of marketing are incorrect or if any amendments to those particulars are required at any time.

**15. IDENTITY AND DISCLOSURE ARRANGEMENTS:**

- a) In order for the Agent to comply with money laundering regulations the Agent requires proof of the Vendor(s) identity and proof of the Vendor(s) address at the commencement of this Agreement. The Agent requires a copy of a current valid passport or signed employer ID card (bearing a photograph) or armed forces ID card or full UK driving license and for proof of address as well as a current local authority Council Tax bill or current local authority rent card or tenancy agreement or utility bill not more than 3 months old.
- b) The Agent is required by law to retain proof of your identity and address for at least 5 years from the date that the matter upon which the Vendor(s) have instructed us has been completed.
- c) The Vendor(s) should also note that the Agent may require the Vendor(s) to confirm where any monies which the Vendor(s) are providing are coming from and how they are being transmitted to the Agent. The Agent is required under the Proceeds of Crime Act and regulations accompanying that legislation to report any knowledge or suspicion that a person is involved in an arrangement that may involve acquisition, retention, use or control of criminal property to the National Criminal Investigation Service and this requirement overrides the duty of confidentiality mentioned below.

**Service(s) Required (Please tick & sign below)**

**Bronze Package @ £799 inc VAT paid in advance** [ ]

**Silver Package @ £179 inc VAT upfront & 0.6% of sale price (minimum £740.00) inc VAT Final Sales Fee** [ ]

**Gold Package @ no marketing fee and 1% of sale price (minimum £1199.00) inc VAT Final Sales Fee** [ ]

**Energy Performance Certificate @ £99 inc VAT** [ ]

**Accompanied Viewings @ £75 inc VAT (FREE on Gold Service)** [ ]

**Floorplan @ £75 inc VAT** [ ]

Signature of Vendor(s): .....Print.....Dated.....