

Sales Marketing & Price Agreement

Marketing Price £

The Estate Agents Act 1979 and its regulations mean that we are obliged to provide certain information to you, which we have included within this document below: -

Property Address:

Vendor Details:		Additional Vendor (s):	
Title	Mr / Mrs / Ms / Miss	Title	Mr / Mrs / Ms / Miss
First Name:	First Name:
Surname:	Surname

A) The Client

by instructing us to act, you:

- Become our client and are personally liable to pay our commission and agreed costs.
- Warrant that you are able to give us instructions to act in the sale.
- Consent for us publicly to advertise that the property has just been listed by ourselves, and also sold subject to contract by ourselves.

B) Terms of Engagement

SOLE SELLING RIGHTS

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances:

- if unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself;
- if unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom we had negotiations about the property during that period.

SOLE AGENCY

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged:

- with a purchaser introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period; or
- with a purchaser introduced by another agent during that period."

READY, WILLING AND ABLE PURCHASER

A purchaser is a "ready, willing and able" purchaser if he is prepared and is able to exchange unconditional contracts for the purchase of your property.

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if such a purchaser is introduced by using accordance with your instructions and this must be paid even if you subsequently withdraw and unconditional contracts for sale are not exchanged, irrespective of your reasons.

SC Property Management Services Ltd

Office Address: Jhumat House, 160 London Road, Barking IG11 8BB

E: sales@scpropertymanagementservices.com

W: www.scpropertymanagementservices.com

T: 020 8214 1110

C) Boards

Part of our marketing strategy we will be erecting a For Sale board outside the property. This agreement will serve as the vendor's sole authority for SC Property Management Services to display a For Sale / Sold sign at the property. We reserve the right to revert to our standard commission rate, should another agent's board be erected or affixed to our own.

In the case where our agreed commission rate for the allowance of a For Sale board should such board be removed without prior written consent; we reserve the right to revert to our standard commission rate. You should also note that current legislation only one marketing board is permitted per property.

D) Termination

Either party may terminate this agreement after the initial sole agency period has expired at any time by giving 14 days notice in writing. If this happens, all unpaid costs which we have incurred for you must be paid immediately. This will include any costs, which we would otherwise have carried until sale took place. We will remain entitled to any commission earned arising out of paragraph two above.

E) Standard Commission Rate

Standard Commission rate of: 3%+VAT 3.6% Inclusive of VAT

Our commission in this instance will be **%+VAT** **% Inclusive of VAT**

Our commission (based on the marketing price being achieved) of £ _____ and any unpaid costs become due upon exchange of contracts. We confirm that you have instructed us on the basis of:

SOLE SELLING / SOLE AGENCY / MULTIPLE AGENCY *(please circle)*

In the case of **sole** agency, this is agreed for an initial period of 8 Weeks and will continue until terminated by yourselves in writing. This agreement will be suspended once you have accepted an offer and will restart in the event of the sale falling through.

In the event you do not proceed to exchange of contracts after we have found you a Ready, Willing and Able Purchaser who is able to exchange unconditional contracts for the purchase of your property you will be liable to pay our standard rate of (3% + VAT (3.6% Inclusive of VAT) and any other costs or charges agreed.

F) Other Services

SC Property Management Services offer all prospective vendors and purchasers its full range of estate agency services including the appraisals, sales of their present properties, Mortgage and Financial services and introduction to any necessary contractors for estimates required.

G) Marketing Sale Price

We will market the property at the agreed price of £ _____ any alterations of the sale price will need to be made in writing by the vendor and acknowledged in writing by SC Property Management Services and all forms of marketing adjusted accordingly.

H) Disclosure of Interest

We have to disclose any personal interest we might have with the property (buying & selling). This would include interest of their families. We will tell you as soon as we are aware, but you must also tell us, if you become aware of any such personal interest.

I) VAT payable

VAT is payable on all accounts at the prevailing rate.

J) Property Misdescriptions Act 1991 ("PMA")

The PMA prohibits the making of any false or misleading statement, written, verbal or photographic about the property. We may ask you to verify any particular points about the property, in which case you must assist us to the best of your knowledge. You must also tell us if you become aware at any time of any inaccuracy in our sales particulars, advertising copy, press releases or any other information, which we produce relating to the property. You must also instruct your solicitors to answer any points we raise with them about the property or its legal title.

K) Payment of Fees

Our terms are agreed on the condition that payment of our fees is received no later than 7 days after legal completion. Failure to settle our commission account within the time scale will result in the commission agreed reverting back to our standard commission rate.

- a) You must immediately give to the solicitors, who will handle the sale for you, your irrevocable instructions to pay any sum due to us. If these are not paid before, they must be paid on completion.
- b) You must also tell us immediately if you become aware of any circumstances that might result in the net proceeds of sale being insufficient to pay our fees and expenses in full. This would include intervention or proposed intervention, by a mortgage.

L) Distance selling Regulations

The Vendors rights to a 14 working day cooling off period under the Consumer Protection (Distance Selling) Regulations for the sale of their property; the rights to a 14 working day cooling off period under the consumer Protection (Distance Selling) Regulations 2000 will cease 14 working days after the vendor enters into the 'terms of business contract by signing this document.

Complaints Procedure

SC Property Management Services Ltd aims to provide the highest standards of service to our Vendors, but to ensure that your interests are safeguarded, we offer the following:

Stage1 - Department/ Branch Manager

At Stage 1, your complaint will be addressed by the manager of the department, who will look into the query raised by you, and discuss the matter with the member of staff to assess whether the response given is fair and impartial.

We will acknowledge all written complaints within 3 working days.

We aim to resolve complaints quickly and effectively and would expect to give you our decision at Stage 1 within 15 working days, unless there are exceptional circumstances, then we will advise if extra time is needed in writing.

If you are not satisfied with the response we give at this stage, we will tell you what you can do next. If you choose to, you can take your complaint to Stage 2 of the complaint procedure. You may choose to do this immediately or shortly after you get our initial decision.

Stage2 – Director

At Stage 2, your complaint will be addressed by our company director, who deals with the review of existing policies, procedures, and with implementing any new procedures that may be required. If you wish to pursue your complaint further, please send in a written complaint to the following:

SC Property Management Services Ltd
Jhumat House
160 London Road
Barking
IG11 8BB
E: sales@scpropertymanagementservices.com

If you are still not satisfied with the response we give at this stage, we will tell you what you can do next. If you choose to, you can take your complaint to Stage 3 of the complaint procedure. You may choose to do this immediately or shortly after you get our initial decision.

The response from the Director will be the “final response” and if you are still dissatisfied with our response, you have recourse to pursue your complaint to our external governing bodies.

We are members of The Property Ombudsman and we follow their guidelines.

The Property Ombudsman (TPO) Redress scheme

SC Property Management Services is registered with the Property Ombudsman (TPO), a government-approved redress scheme which is the largest of its kind, following TPO's unique Code of Practice.

Our membership with TPO means we fully comply with the legislation, which means in the event of a dispute arising, if you are unsatisfied with the result of our own investigation, you can have your complaint independently reviewed by the Property Ombudsman, which provides a free, fair and impartial service.

The Property Ombudsman

A: Milford House, 43-45 Milford Street, Salisbury, Wiltshire, SP1 2BP
T: 01722 333306
W: www.tpos.co.uk

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M) Energy Performance Certificate (EPC)

Before we can start marketing your property for sale, an EPC is legally required to be commissioned and undertaken by a qualified DEA, prior to any viewings being arranged with potential purchases. We can arrange this on your behalf at an additional charge, if so required, please instruct our sales adviser in writing with your instructions and payment.

Declaration

Signed by the vendor: Signed by the vendor:

Print name: Print name:

Date: Date:

Signed on behalf of SC Property Management Services:

.....

Print name:

Date:

In line with the Anti Money Laundering Regulations you are asked to provide the following documents for each named owner: -

	Attached
Proof of Current Address	YES/NO
Photographic ID	YES/NO
Proof of Ownership	YES/NO