

Estate Agency Terms and Conditions

0% Commission Offer ending on 21st December



This Agreement is made between Douglas & Gordon Limited of 212 New King's Road, London SW6 4NZ ('us or we') and _____ ('you or the Seller')

Seller Contact

Address _____

Tel _____

Mobile _____

Email _____

Property Address _____

Asking Price _____

Sole Agency (0% until 21 December 2017, thereafter 2%+VAT)

I have read and agreed to these Terms and Conditions:

Owner 1 Print name _____

Owner 2 Print name _____

Owner 1 Signature _____

Owner 2 Signature _____

Owner 1 Date _____

Owner 2 Date _____

For a limited time only, we may invite you to instruct us to sell your Property for you for 0% commission if:

1. You instruct us on a Sole Agency Basis; and
2. A buyer is found by us and solicitors are instructed by both you and the buyer, and the buyer's solicitor has confirmed to the Seller's solicitor in writing that they are instructed by no later than 6pm on 21 December 2017. In the event that you do not meet this condition, you agree to pay the Sole Agency commission of 2%; and
3. You permit us to erect a "Sale" board outside the Property.

Sole Agency means that you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if 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 the Sole Agency Period.

If any other agent introduces a buyer to the Seller during the Sole Agency Period, you may have to pay remuneration to us as well as the other agent(s).

Sole Agency Period

The Sole Agency Period commences from the date of this Agreement continuing until terminated in writing by either you or us. The Sole Agency Period will last for a minimum of 12 weeks.

Multiple Agency means that you will be liable to pay remuneration to us, in addition to any other costs or charges payable under this Agreement, in each of the following circumstances:

- if unconditional contracts for the sale of the Property are exchanged with a Purchaser introduced by us; or

- if unconditional contracts for the sale of the Property are exchanged with a Purchaser to whose attention we brought the availability of the property.

Termination

Either the Seller or the Agent may terminate this Agreement by giving four weeks written notice to the other however, any such notice shall not expire earlier than 12 weeks after the commencement of the Sole Agency Period.

Our Fees

The fees that you will pay to us are calculated as a percentage of the total sale price you achieve for the Property and its contents and any rights sold with it or any non-monetary consideration plus VAT at the prevailing rate. If, by way of example, we are instructed on a Sole Agency basis and we sell your Property for £500,000, our commission will be 2% plus VAT which means that you will pay to us £10,000 plus VAT (£12,000 inc VAT). Alternatively, if we are instructed on a Multiple Agency basis and we sell your Property for £500,000, our commission will be 3% plus VAT which means that you will pay to us £15,000 plus VAT (£18,000 inc VAT). This Fee will increase or decrease depending upon the price achieved on the sale.

Payment of Fees

Our fees become payable upon completion of the sale of your Property unless completion is due to occur more than 6 months after exchange of contracts in which case, our fees become payable upon exchange of contracts for the sale of your Property.

Interest will be charged on late payment of our fees at a rate of 3% above the base lending rate of the Bank of England.

Energy Performance Certificates

It is a legal requirement that before marketing of your Property can begin, you must obtain an Energy Performance Certificate (EPC). We can arrange one for you at a cost of no more than £100 plus VAT.

Sale Board

You give us your irrevocable permission to erect a "Sale" board outside the Property. We will ensure that the statutory provisions of The Town and Country Planning (Control of Advertisements) (England) Regulations 2007 are adhered to. We accept all liability which may arise in connection with the erection of the board.

Sub Agents

In order to give your Property maximum exposure we sometimes may ask Sub Agents to assist us in finding a potential Purchaser at no greater cost to you. You authorise us to instruct Sub Agents and to sharing your Property Particulars with them for that purpose. You may withdraw this permission at any time in writing.

Money Laundering Regulations

We are required to comply with the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002 (the Regulations) at all times. If you fail to comply with our policies and procedures to ensure compliance with the Regulations, we reserve the right to terminate this Agreement with you. You agree that we shall retain an acceptable form of identification for you and your identity will be subject to checks which may leave a footprint. We may make a report to the National Crime Agency if we have any suspicions regarding any unlawful activity.

Complaints

We endeavour to provide you with the highest levels of service. In the event that we fall short of that commitment, we have our own complaints handling procedure. If you would like more details on that procedure, or if you feel like you would like to make a complaint, please contact the Director for Central, West or South West London, depending where your property is at Douglas & Gordon 212 New King's Road, London SW6 4NZ and 020 7963 4600.

Disclosure Requirements

Pursuant to the Estate Agents Act 1979, unless expressly stated to you otherwise, we have no knowledge of any personal interest we or any member of our staff or connected parties have with you. Please tell us immediately if you are aware of any personal interest.

Third Party Rights

No third party shall acquire rights under this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

Jurisdiction

This Agreement is written in accordance with the laws of England and Wales. We agree that any dispute that may arise between us can only be litigated in the English and Welsh courts.

Code of Practice

We are members of the Property Ombudsman scheme and we subscribe to their code of practice.

Key Safe

If you have agreed to have a key safe installed at your property Douglas & Gordon will install the safe at a location provided by you and assume you have all necessary permissions to install the key safe. Douglas & Gordon do not own the key safe and will not be held liable in any event for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from, or in connection with, the use of or the contents of the key safe. Douglas and Gordon do not have any guarantees or warranties in relation to the key safe.

<p>Notice of your Right to Cancel</p> <p>In certain circumstances, you may have the right to cancel this Agreement within 14 days from the date upon which it was signed. To exercise your right to cancel this Agreement, you must inform us in writing which should either be sent by post to Douglas & Gordon, 212 New King's Road, London SW6 4NZ or by email to queenspark@dng.co.uk or kensalrise@dng.co.uk.</p> <p>Notice of Cancellation</p> <p>If you wish to cancel this Agreement in accordance with its terms, you may do so by completing this section and returning the completed form to us by post or email as above. I/We give you notice that I/We wish to cancel the Contract for you to sell my Property known as</p> <p>(Address)</p> <p>.....</p> <p>.....</p> <p>Dated.....</p> <p>Signed</p>

For Corporate Sellers

We are officers of the seller duly authorised to sign on behalf of the corporate seller and we confirm that the seller agrees to these Terms and Conditions.

Executed as a deed by

[Name of Executing Company]

Acting by _____
[Name of first Director], a Director and

Director/secretary _____
[Name of second Director/Secretary, a director OR its secretary]

Director _____
[Signature of first Director]

Director OR Secretary _____
[Signature of second Director/Secretary]