

## SALES TERMS CONFIRMATION OF INSTRUCTION

[www.stanfordestates.london](http://www.stanfordestates.london)

### Where a sole agency is agreed

Robert Stanford Estates (RS), trading as Stanford Estates, is appointed as sole agents for the initial period as agreed in our Sole Agency Agreement usually for 8 weeks from the start date of the agreement.

During the period of this Sole Agency Agreement your property remains with us for sale excluding all other estate agents. In the event that Robert Stanford Estates Limited introduce a purchaser who subsequently exchanges contracts a commission as an agreed percent of the contract price will be payable, subject to a minimum fee of £6,000.00 including Value Added Tax at the prevailing rate.

Should you instruct us to sell your property:

1. A proof copy of our sales particulars will be sent to you, prior to their circulation, for your perusal.
2. All offers made on the property will be confirmed to you in writing at the earliest opportunity.
3. Any subsequent alteration of your instructions must be in writing.
4. Any offers from prospective purchasers introduced via Robert Stanford Estates Limited and subsequent negotiation, are to be immediately referred to the Company, in order that their viability can be confirmed.
5. Should we find we have a personal interest in any purchaser seeking to acquire your property, we will disclose this, in writing, as soon as we are aware.
6. In the event the property becomes 'Under offer' privately, or via another agent, Robert Stanford Estates Limited must be immediately informed to avoid any possibility of applicants being misled.
7. You should be aware that it is illegal (under the Town & Country Planning Act (1965, 1984 & 1987) for more than one 'For Sale' board to be displayed at the property.
8. We may also act in the sale of your purchaser's property, in which case a fee may be raised, or commission earned, from your purchaser.

After the initial period, the sole agency agreement will continue until either you or we bring it to an end giving 14 days written notice. Notice can be given within the initial period to expire at the end of the initial period. If during the period of RS's sole agency you instruct another agent (with or without our knowledge) the fee payable by you will be 2.5% plus VAT, in place of the sole agency rate specified in the confirmation of terms and conditions.

You will be liable to pay remuneration to RS, in addition to any other costs or charges agreed, if at any time (or within 6 months of termination by you of the RS sole agency if a subsequent agent is instructed) unconditional contracts for the sale of the property are exchanged:

- With a purchaser introduced by RS during the period of its sole agency or with whom RS had negotiations about the property during that period, or
- With a purchaser introduced by another agent during the period of RS's sole agency

You confirm that no party is currently negotiating to purchase the property and that no introduction has already been made by any other party.

In the event of your property being sold by you privately, no fee will be payable, we will however, require the full name and address of the purchaser(s) for our records. Should you wish to terminate our agency at any time after the agreed initial period, 2 weeks written notice will be required.

### Where a multiple agency is agreed

RS is appointed as one of a number of agents to market your property until such time as it is sold or until either you or we terminate the agreement by giving 14 days written notice.

You will be liable to pay the agreed fees to RS, in addition to any other costs or charges agreed, if at any time (or within 6 months of termination by you of this agreement if a subsequent agent is instructed) unconditional

contracts for the sale of the property are exchanged with a purchaser introduced by RS during the period of its multiple agency or with whom RS had negotiations about the property during that period.

#### **Timing and payment of fees**

Commission will be due on exchange of Contracts with a purchaser, but, is payable by your conveyancer/solicitor on completion. The seller agrees to provide instructions to his/her solicitor to settle RS's fees in full and payable directly to RS out of the proceeds of sale as soon as practicable following completion.

#### **Dual fee liability**

There may be a dual fee payable if:

- You have previously instructed another agent to sell the same property on a sole agency, joint sole agency or a sole selling rights basis, or
- You instruct another agent during or after the period of the RS sole agency agreement.

The terms of any other agents' agreements should be considered accordingly.

#### **Sub instruction to other agents**

Where, in your best interest and with your consent, we instruct a sub agent, we will be responsible at law for the action of that other agent.

#### **Interest on late payment**

Any monies due to Robert Stanford Estates Limited which are unpaid after seven days, will be subject to an interest charge at the rate of 4% per annum over Natwest Bank's base rate, from the due date until settlement of the debt.

#### **For Sale board**

Stanford Estates will always take your instructions before erecting a 'For Sale' or 'Sold' board at the property. Once permission is given, however, it is understood that Stanford Estates Limited take no responsibility whatsoever for any damage/consequential loss/breach of covenant or bylaws etc., caused by the erection or removal of the said board.

#### **Energy Performance Certificate (EPC)**

The Energy Performance of Buildings (Certificates and inspections) (England and Wales) Regulations 2007 state that you are required to order and make all reasonable efforts to obtain an Energy Performance Certificate (EPC) within 7 days of instructing an estate agent to sell your property. If, after 7 days, the EPC has not been secured, you have a further 21 days in which to obtain it.

If you do not already have an EPC, we are able to recommend a Domestic Energy Assessor and have negotiated fees on your behalf of £75, and would ask that a cheque be forwarded to us as soon as possible.

You are not obliged to use our recommended EPC provider, but you are required to notify us as soon as an EPC has been ordered and supply to us in electronic format, the whole of the front page in accordance with paragraph one above and by signing this agreement you confirm that will be the case.

We cannot complete Sales Particulars for the marketing for sale of your property until such time as the EPC is made available to us. it is a legal requirement that the EPC is attached to the Sales Particulars. Accordingly, any delay in obtaining an EPC will prevent us from marketing your property for sale until such time as the EPC is provided to us.

#### **Anti-Money Laundering Regulations**

Due to the money Laundering Regulations 2007 we require confirmation and proof of identity. Please could you submit the required ID when you are next in the office. Please could you bring the following into the office so that we might take a file copy:

1. Your Driving License or Passport
2. A copy of a utility bill showing your current address as provided previously

### **Disclosure**

In the event of your property being sold by you privately or via another agent on a multi Agency Agreement, no fee will be payable, we will however, require the full name and address of the purchaser(s) for our records prior to exchange of contracts.

### **Connected persons**

The Estate Agency Act 1979, requires the Agent to disclose to any prospective buyer any business or family relationship which the seller may have with the Agent, employee of the Agent, or any associated company. If you are aware of any such relationship or association, you must warn RS immediately.

### **Data Protection & GDPR**

By signing this agreement, you consent to the lawful processing of personal data by RS for the purpose of providing the services under this agreement.

We may pass personal data provided to us under this agreement to third parties in connection with the provision of an EPC or the conveyancing of the property. We may also forward your details to a third party mortgage Broker if this has been agreed with you.

### **Complaint procedure**

Under the Rules and Regulations of The Property ombudsman, which Robert Stanford Estates Ltd are guided by, we advise you of the following actions that we will take should you wish to make a complaint on any matter regarding a transaction with Robert Stanford Estates Ltd.

1. A complaint should be made in writing to Mr Ben Nicol, Company Director and can be posted to the company address at 2a Dartmouth Road, London, SE23 3XU.
2. Your complaint will be recorded at the time that it is made, and will be acknowledged within 3 working days.
3. Robert Stanford Estates Limited will deal with any representative that the complainant chooses to instruct on their behalf.
4. After your complaint has been acknowledged, Robert Stanford Estates Limited will conduct a full investigation into the matter. A formal written outcome will be posted out to you within 15 days of the acknowledgment of your complaint.
5. The conclusion of your complaint will include a written statement of Robert Stanford's final view.
6. Should you be dissatisfied with the outcome of this report then Robert Stanford are fully accredited by The Property ombudsman for Sales & Lettings and you may wish to pursue further with them. We would advise you to go to [www.tpos.co.uk](http://www.tpos.co.uk) for further information as to how to proceed with this. Should you choose to take the matter further it must be done within 6 months of the initial complaint.

The Property Ombudsman  
Milford House, 43-55 Milford Street,  
Salisbury, Wiltshire, SP1 2BP  
01722 333 306  
[admin@tpos.co.uk](mailto:admin@tpos.co.uk) [www.tpos.co.uk](http://www.tpos.co.uk)

If you feel your complaint has not been satisfactorily dealt with by ourselves and the redress scheme, you can send your complaint to PropertyMark. Go to the PropertyMark website to download a complaint form. PropertyMark investigate complaints against their members where there is evidence an agent has breached their Conduct and Membership Rules. Examples of this include, but are not limited to, misuse of client money, failure to uphold high standards of ethical and professional practice, and failure to answer correspondence.

01926 496 791  
[compliance@propertymark.co.uk](mailto:compliance@propertymark.co.uk)  
[propertymark.co.uk/professional-standards/complaints](http://propertymark.co.uk/professional-standards/complaints)

### **PropertyMark Protection**

Look for the logos that mean your money is protected, ensures complaints are dealt with and guarantees agents are independently regulated.

### **The Property Ombudsman**

Robert Stanford Estates Ltd are members of The National Association of Estate Agents and Accredited by the Property ombudsman. Our good governance also requires us to work within the parameters of various acts pertaining to Consumer Protection from Unfair Trading Regulations 2008 and General Data Protection Regulations and we are keen to continue to do so with diligence and fairness to our clients

### **Consumer Protection from Unfair Trading Regulations 2008**

Consumer Protection from Unfair Trading Regulations 2008 requires RS to ensure that any representation or description made (whether verbal or written) in respect of properties offered for sale are factually correct if they are to be included in particulars of sale, advertising, marketing or PR that may be undertaken. Therefore, extreme care should be taken to ensure that all information provided to RS by you or your representatives is correct.

### **Provisions for Termination**

RS may terminate this agreement forthwith upon giving written notice to you to that effect if at any time you (which term for the purposes of this clause shall include your servants, agents and/or authorised professional advisers) provide instructions to RS, or you fail to provide instructions within a reasonable time of a request by RS, and in either case the effect would be to place RS in breach of any of its obligations under Any Act, Statutory instruments, or Codes of Practice, to which it is subject in relation to the performance of this agreement.

### **Right to cancel**

If you have signed this agreement in your home or your place of work in the presence of a member of RS staff and then handed the document to them, you have the right to cancel it at any time within the period of 14 days of receipt of the notice included within this document. If you do cancel the agreement, RS is entitled to charge for you any costs incurred during that 14 day period relating to the preparation or actual marketing of your property.

### **Photography and other marketing materials**

RS reserves the right to use the photography of your property for marketing purposes at anytime whether or not the property has been sold. All marketing materials, including photographs and floorplans, remain the property of RS and should you or any other party use any of our materials without our written consent you will be liable to pay to RS the sum of £200+VAT.

### **Declaration**

In reading this document and signing the Confirmation of instruction the seller acknowledges that they have entered a legally binding agreement and as such confirm the right to sell the property and that they have read and understood these Terms of Business.