

GUARDS REAL ESTATE LTD
RESIDENTIAL SALES
TERMS & CONDITIONS OF BUSINESS

To be completed by all clients

1. Address of Property For Sale:

Postcode:

Tel No:

Garage/Parking/Garden:

Alarm Details: (location/code)

2. Sales Fees
PLEASE CONFIRM _____

3. Marketing Price
PLEASE CONFIRM _____

4. Tenure
PLEASE CONFIRM _____

5. Service Charge
PLEASE CONFIRM _____

6. Ground Rent
PLEASE CONFIRM _____

7. Sinking Fund
PLEASE CONFIRM _____

8. Vendors Detail's

Name:

Address:

Postcode:

Tel No:

Email:

9. Vendors Legal Representatives

Name:

Address:

Postcode:

Tel:

Email:

Ref:

10. Date from which property is to be marketed from:

Where Guards Real Estate Ltd act on your behalf as your sole agent, you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at and 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 or offering via another agent during that period. Sole agency instructions, including Guards Real Estate Ltd which is only available on a sole agency basis, are subject to a minimum contract period of 12 weeks. Either party may terminate such a contract by giving four weeks' notice in writing. Such notice cannot be served prior to the right week of instruction due to this minimum period.

Multiple agency

While Guards Real Estate Ltd is instructed along with other agents, 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 for the property are exchanged with a purchaser introduced by us; or with a purchaser to whose attention we brought the availability of the property. A multiple agency instruction can be terminated at any time by either party giving four weeks' notice in writing.

Energy Performance Certificate (EPC)

It is a legal requirement to have commissioned an EPC before marketing can commence on your property. We can arrange this at the cost of £115.50+vat.

Fees payable

Please tick the service you wish us to take on:

Guards Real Estate Ltd fees are calculated as a percentage (%) of the sale price achieved + VAT at the prevailing rate. As our fees are based on a percentage of the achieve sale price, should this be higher or lower than the asking prices our fees will be correspondingly higher or lower. Unless otherwise agreed,

For all sole agency instructions this percentage is at a rate of 2% + VAT. []

The sale price will be deemed to include and any extra prices for fixtures, fittings, goods, chattels, carpets, curtains and other such related items.

For all multiple agency instructions, the percentage is a rate of 2.5% + VAT. []

Responsibility of fees

The responsibility for the payment of fees remains with the part(ies) named on this document. Guards Real Estate Ltd will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser that Guards Real Estate Limited has introduced within 6 months of the date of our instruction ended. However, we reserve the rights to any commission fee if a purchaser first introduced by us goes on to buy a property through another estate agent in circumstances where that purchaser was introduced by the other sestet agent is introduced, this time limit will not apply.

There may be a dual fee liability if:

- a) The seller has previously instructed another agent to sell the same property on a sole agency, joint sole agency or a sole selling right basis; or
- b) The seller instructs another agent during or after the period of our sole agency or joint sole agency.

Time and payment of fees

All our fees become due and payable upon exchange of contracts. However, and at our discretion fees may be paid out of the completion monies. By signing this document, you are hereby authorising your lawyers to pay our fees out of the sales proceeds.

Interest

We reserve the right to charge interest from the date of exchange of contracts on any amounts still outstanding 28 days after our fees are first demanded. The prescribed rate of interest shall be 3% above the Bank of England base rate as at the date they are first demanded and payable from that date.

Connected persons

As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employment or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify us immediately.

Anti-money Laundering Regulations

Guards Real Estate Ltd is subject to the Money Laundering Regulations 2007. As a result, we will need to ask you for suitable identification and be unable to proceed with any work on your behalf we are unable obtain this from you.

Date protection and privacy policy

Guards Real Estate Ltd complies with all data protection and privacy laws. We undertake to comply with the Act in all our dealings with your personal data. We will keep your personal information secure.

Disclosure

It is a requirement of this agreement that should an offer be agreed privately, via another estate agent or solicitor, the seller must disclose to us the identity of the purchaser prior to exchange of contracts.

Jurisdiction

The High Court and the County Court of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement.

Entire agreement and variations

This contract constitutes the entire agreement between us and the seller and supersedes all prior agreements, understandings, representations or communication between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing by a Nathan Dicarolo Harris of Guards Real Estate Ltd.

Authorisation of Instructions

I/We confirm that I/We have read and understood the aforementioned Terms and Conditions and wish to instruct Guards Real Estate Ltd to undertake the Sale of:

Address:

_____ Postcode: _____

(Correct full address and postcode)

Signed

Dated _____

Signed

(Full names of all legal owners of the property)

Signed by the Agent

Guards Real Estate Ltd

Dated _____

DRAFT COPY ALL TERMS ARE TAILORED TO EACH CLIENTS REQUIRMENTS

