

Terms & Conditions of Business for Sales


Northfields
020 8567 6660
northfields.co.uk
TO LET

Northfields
Your Local Award Winning Estate Agents
www.northfields.co.uk
Lettings Branch 020 8567 6660



Northfields

AGENCY AGREEMENT & TERMS AND CONDITIONS

This agreement in accordance with the Estate Agents Act 1979 sets out the terms and conditions under which Northfields, 'the Agent' will act for you, 'the Client' in the sale of your property. This is a legal document so please take the time to read it carefully and ask any questions relating to it before signing. It should be signed by both you as seller of the property (or a person with legal authority to act on your behalf) and by a member of our management staff.

Confirmation of Instruction

This document is your Instruction to Northfields to offer your property for sale on the open market. Do not ask us to market your property for sale unless you agree to our terms and conditions in full and any verbal instruction will assume your acceptance of these terms.

Property for Sale: _____

Vendor 1 name: _____	Vendor 2 name: _____
Address (if different from above): _____ _____	Address (if different from above): _____ _____
Postcode: _____	Postcode: _____
Email: _____	Email: _____
Mobile tel: _____	Mobile tel: _____
Home tel: _____	Home tel: _____
Work tel: _____	Work tel: _____

This agreement is for a minimum period of _____ weeks/months
beginning on this day _____ and ending on or after _____

The property will be marketed at an initial price of £ _____
(The asking price is not a valuation but a figure for marketing purposes only).

COMMISSION FEE

■ Sole Agency 2.1% inc VAT (1.75% plus VAT)

Northfields is your sole agent and you agree that you will not instruct any other agent to sell the property before the termination of this agreement or without first obtaining our express prior written consent. If we give that consent, the arrangement between you and us, under this agreement will, from that point onwards, become a multiple agency agreement.

You will be liable to pay remuneration to us at the above rate, in addition to any other costs or charges agreed, if unconditional contracts for the sale of the property are exchanged during the period of this agreement. If unconditional contracts for the sale of the property are exchanged within 6 months from the termination of this agreement with a purchaser introduced to the property by us during the period of this sole agency agreement or with whom we had negotiations about the property during that period or with a purchaser introduced by another agent during that period.

On termination of a sole agency agreement this agreement will automatically revert to a multiple agency agreement. If at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us a multiple fee of 3.6% inc VAT (3% plus VAT) will apply.

■ Joint Sole Agency 3% inc VAT (2.5% plus VAT)

This means that you instruct us and one other named Agent to act in conjunction with one another for the sale of the property and split the commission.

The chosen joint sole agent is: _____

You will be liable to pay remuneration to us at the above rate, in addition to any other costs or charges agreed, if unconditional contracts for the sale of the property are exchanged during the period of this agreement. If unconditional contracts for the sale of the property are exchanged within 6 months from the termination of this agreement with a purchaser introduced to the property during the period of this sole agency agreement or with whom we had negotiations about the property during that period or with a purchaser introduced by us or the above named agent during that period.

On termination of a joint sole agency agreement this agreement will automatically revert to a multiple agency agreement. If at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us a multiple fee of 3.6% inc VAT (3% plus VAT) will apply.

■ Multiple Agency 3.6% inc VAT (3% plus VAT)

This means that you are free to enter into separate agreements for the sale of the property with more than one agent.

You will be liable to pay remuneration to us at the above rate, in addition to any other costs or charges agreed, if unconditional contracts for the sale of the property are exchanged during the period of this agreement with a purchaser introduced by us:

Meaning of introduction in each type of agency, a purchaser will be "introduced by us" if their purchase is a reaction to any of our advertisements, displays, sales particulars, for sale board, or has communicated with us about any aspect of the property and its marketing.

If unconditional contracts for the sale of the property are exchanged within 6 months from the termination of this agreement, with a purchaser introduced to the property during the period of this multiple agency agreement or with whom we had negotiations about the property during that period, you will also be liable to pay remuneration at the above rate.

Please note: For all agency agreements the commission payable to us is a percentage of the price for which the property is sold. If the selling price is more or less than the initial marketing price then our percentage fee will increase or decrease accordingly subject to any minimum fee agreed. Our minimum fee in this instance is £5400 inc VAT (£4,500 plus VAT).

CONFIRMATION OF AGREEMENT

Subject to the conditions of this contract, this agency agreement shall continue for the MINIMUM PERIOD set out on page 2 and will continue thereafter until one party gives to the other not less than 28 days notice, in writing, terminating the agency agreement.

Exclusions/Interested Parties

If you have previously instructed another Estate Agent for the sale of your property you may still be liable to pay remuneration to them if a sale is made to a person introduced to you by them. In that event if there are any persons you wish to exclude from this agreement to avoid dual liability, please let us have a note of their name/s and address/es by entering them into the box below.

Names of exclusions or interested parties:

NB: There may be a dual fee liability if you instruct another agent during the period of Sole Agency with us.



Vendor 1 Signed: _____ Dated: _____

Vendor 1 Print Name: _____

Vendor 2 Signed: _____ Dated: _____

Vendor 2 Print Name: _____

For and behalf of 'The Agent'

Signed: _____ Dated: _____

Print Name: _____

GENERAL INFORMATION

■ ENERGY PERFORMANCE CERTIFICATES (EPC)

In accordance with the Housing Act 1994 it is required that an EPC is commissioned before the marketing of a building can commence. An estate agent has to satisfy themselves that an EPC is either available or has been commissioned before they start marketing on behalf of the seller. If you already have an EPC this needs to be made available to us, if not we will be happy to take your instruction to commission the EPC.

The cost for us to provide an EPC is £120 inc VAT (£100 plus VAT). By signing this agreement the client authorises us to request an EPC on their behalf in accordance with the Housing Act 2004.

■ SINGLE BOARD

A for sale board will be erected unless otherwise advised to assist in the sale of the property. Any such board will comply with the Town and Country Planning (Control of Advertisements) Regulations 1992 as amended.

■ FIXTURES AND FITTINGS

To comply with the requirements of the Unfair Trading Regulations 2008, all fixtures and fittings that are mentioned in the sales particulars will be deemed to be included in the sale unless otherwise specified in writing.

■ SETTLEMENT OF FEES

Commission fees are payable as a result of the circumstances outlined in this agreement and payment becomes due upon unconditional exchange of contracts. Fees are payable on the day of completion or within 60 days of unconditional exchange of contracts, whichever is the sooner.

The responsibility for payment remains with you and you agree to instruct and authorise your legal representative to pay the account as above. In the event that we are instructed by more than one person, any entities or individuals shall be jointly and severally liable for the payment of commission and expenses unless it is agreed in writing by us that a third party is responsible. In the event of any account remaining unpaid for more than 10 days from the date on which settlement becomes due, we reserve the right to charge daily interest on the outstanding balance at an annual interest rate of 8% above the prevailing Bank of England base rate.

■ ADDITIONAL SERVICES

In addition to the sale of your property, we offer a wide range of property related services, including but not limited to; lettings, financial services, survey services, and conveyancing, which may be offered to you and/or to your prospective buyers and from which we may receive fee income and commission. We will offer such services and if accepted will result in payments to us.

LEGAL REQUIREMENTS

■ ESTATE AGENTS ACT - PERSONAL INTEREST

The Estate Agents Act 1979 provides amongst other matters that anyone engaged in estate agency work or their relatives and associates must disclose their interest in any property with which they are dealing. A connected person is very widely defined so please ask if you are unsure.

Are you an estate agent; are you related to an estate agent; or an associate of an estate agent?

Yes No

If yes, please provide details:

■ DATA PROTECTION ACT 1998

We will keep your personal details on file and pass them to other companies connected with us and carefully selected who may wish to offer you financial or other property related services. Please confirm you are happy for us to share your personal data in this way.

Yes No

■ MONEY LAUNDERING

In order to comply with the Money Laundering Regulations 2007 we require you to provide us with one proof of identity and one proof of residence for all beneficial owners of the property which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of online bank statements or utility bills.

List A: ■ Full passport

- National identity card
- Full driving licence
- Cheque (please mark this as "void")
- Photo driving licence

List B: ■ Council tax bill

- Utility bill
- Mortgage statement*
- Bank statement*
- Credit or charge card statement*

*Each dated within the last three months

Alternatively we are able to carry out an on line ID check.

■ ACCESS TO PREMISES/UNOCCUPIED PREMISES

If we hold the keys to the property, we must accompany any viewings to the property, unless we and you agree otherwise in writing. However it is our usual practice to release keys to certain professionals such as surveyors acting on behalf of purchasers. In order to avoid delays once we have established their identity, they are permitted to inspect the property unaccompanied. Please advise if this is not acceptable to you.

Please note if the premises are unoccupied we will not be responsible for the security, maintenance or repair of the property except where we fail to secure the property in the same manner it was found after an accompanied viewing. It is the seller's responsibility to ensure that mains services are turned off, water and heating systems professionally drained and the insurers notified.

CANCELLATION NOTICE FORM

■ NOTICE OF CANCELLATION RIGHTS (if applicable)

If this agency agreement is completed in your home, under the Cancellation of Contracts Made in Consumers Home or Place of Work Regulations 2008, you have the right to cancel the agency agreement referred to above if you wish. This right can be exercised by delivering or sending (by recorded post or email) a written cancellation notice to the person indicated below at any time within the period of 7 days starting with the date of receipt of this notice

If you wish to cancel the agency agreement you should post or deliver your written cancellation to the person named below.

Name: _____

If you choose to cancel this agreement, your cancellation will be effective from the time your cancellation notice is posted or sent to Northfields Estates, 130 Northfield Avenue, Ealing W13 9RT or in the case of email, on the day it is sent.

PERFORMANCE OF THE CONTRACT PERIOD PRIOR TO EXPIRY OF THE CANCELLATION PERIOD

The services set out in the agency period will not commence until the day following the last day of the cancellation period. If you wish the services to begin within the cancellation period, you must agree to this in writing. Your right to cancel the agency agreement within the cancellation period will not be affected. However if you chose to cancel the agency agreement you will incur an additional administration charge of £300 including VAT.

If you wish the services to begin prior to the cancellation period, sign the confirmation below.

I/We understand that if I/we subsequently exercise the right to terminate the Agency Agreement within the cancellation period I/we will be required to pay for goods and services supplied prior to cancellation.



Signature 1: _____	Signature 2: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

CANCELLATION NOTICE FORM

If you wish to cancel the agency agreement you MUST DO SO IN WRITING and deliver personally or send by registered mail (you may send by email) the cancellation to the person named below and to the address below. You may use this form if you wish but you do not have to.



Name of staff member: _____

Email address: _____

Address of branch: _____

Address of seller: _____

Signed seller: _____

Print name: _____ Dated: _____

SOLICITORS REFERRAL

In order to facilitate an immediate sale it is advisable to instruct a Legal Representative now in order that all the appropriate documentation can be prepared and be ready to be sent out immediately a sale is agreed to avoid any unnecessary delays.

Would you like to request a quotation from our no sale no fee solicitors with whom we have an established relationship?

YES NO

Legal Representative/Practice Name: _____

Address: _____

Postcode: _____

Telephone Number: _____

Email address: _____

Northfields is a trading name of *Northfields Estates Limited*.
Registered Office: 28 Church Road, Stanmore, Middlesex, HA7 4XR
Trading Address: 132 Northfield Avenue, Ealing W13 9RT
Company Registration No. 02357461.

COMPLAINTS PROCEDURE

Should you have any problems with Northfields service, which you are unable to resolve with the Branch Manager, you should write to Richard Palfreeman at 132 Northfield Avenue, Ealing W13 9RT.

Your complaint will be acknowledged within 3 working days of receipt and a full investigation undertaken. A full written outcome will be sent to you within 7 working days of our acknowledgement. This reply will also confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman to review (further details appended below).

THE PROPERTY OMBUDSMAN (TPOs)

We are members of the TPO and abide by the TPO Code of Practice. In the event of your making a complaint to the TPO, you agree that we may disclose your contact details and information relating to the sale of your property to TPO.

The Property Ombudsman
Milford House
43-45 Milford Street
Salisbury
Wiltshire
SP1 2BP
01722 333306
admin@tpos.co.uk



Ealing Broadway: 36 The Broadway Ealing W5 2NP t: 020 8280 9600
Northfield Avenue: 132 Northfield Ave Ealing W13 9RT t: 020 8840 6666
Pitshanger Lane: 1 Albert Terrace Ealing W5 1RL t: 020 8998 3111
Shepherds Bush: 127 Askew Road Shepherds Bush W12 9AU t: 020 8740 8833
e: enquiries@northfields.co.uk

Head Office: 130/132 Northfield Avenue Ealing W13 9RT t: 020 8799 3377

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