

AGENTS CONFIRMATION OF INSTRUCTIONS AGREEMENT

(In accordance with the Estate Agents Act 1979 and The Estate Agents (Provision of Information) Regulations 1991)

1. TERMS & CONDITIONS OF BUSINESS

This is a **Sole Selling Rights Agreement**/Joint Agency **Sole Selling Rights Agreement** (*delete as appropriate*) between **Greenslade Taylor Hunt** (the '**Agent**') and:

Client Name: (the ' Client ')		
Address of Property: (the ' Property ')		Postcode:
Address of Client: (if different from above)		Postcode:
Telephone No(s):		Mobile:
Email Address:		

This agreement appoints the Agent to market the Property for sale on the terms set out below agreed between the parties.

Initial Guide Price	£	(The guide price is not a valuation but a figure for marketing purposes only)
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This agreement is for a Minimum Period of **16 Weeks** marketing (the 'Minimum Period') starting the first day that marketing commences and to continue after the Minimum Period until terminated by notice as set out in Section 4 below.

2. FEES

The Client agrees to pay the Agent the following commission / fees:	
Commission on the selling price at which contracts are exchanged (including any part of the price attributable to contents such as curtains, carpets and any other fixtures and chattels where their sale is agreed by the Agent) plus VAT at the prevailing rate will be charged by the Agents if payable under the terms of this agreement. Agreed commission rate:	% plus VAT
And (if applicable) is subject to a minimum fee (exclusive of VAT) of:	£ plus VAT
Or (if applicable) a fixed fee (exclusive of VAT) will be charged by the Agents if earned under the terms of this agreement of:	£ plus VAT
Where there is a Joint Agency Sole Selling Rights Agreement the Joint Agents work together on behalf of the Client. The Client will pay a single fee that will be split by the Joint Agents according to agreements made between the Joint Agents.	
The commission the Client pays the Agent is based on the total value of the transaction. The total value of the transaction will also include the value of any non cash consideration put forward by the buyer including any property exchanged. The amount charged will be either the percentage rate or the specified amount shown, subject to any minimum fee detailed above.	

3. PROVISION OF ENERGY PERFORMANCE CERTIFICATE (EPC)

The marketing of any residential property cannot commence until an EPC is available or has been commissioned. The duty to provide an EPC falls on the Client and an EPC must be made available to a prospective purchaser prior to an exchange of contracts. The Agent has qualified Energy Assessors who are able to provide EPC's for Clients if required.

4. TERMINATION OF AGENCY

Either party can terminate this agreement by giving 28 days notice to the other in writing expiring on or after the last day of the Minimum Period set out in Section 1 above.

5. EXPENSES

The client has requested the Agent to carry out the following specific additional marketing / advertising ('Special Marketing'): (*insert details and, if known, cost*)

The Agent may recommend additional marketing activity ('Additional Special Marketing') for the Client's Property but will not commit to any Additional Special Marketing without asking and agreeing such costs with the Client in writing (which term shall, for the purposes of this agreement, include email).

The Agent will charge the Client for the Special Marketing and Additional Special Marketing and the Client will reimburse such expenses to the Agent on demand whether or not the Property has sold. The Agent may insist upon payment on account of such costs before carrying out the Special Marketing or Additional Special Marketing.

6. SETTLEMENT OF FEES

(a) Fees Payable for Sole Selling Rights and Joint Agency Sole Selling Rights

Commission fees, plus any outstanding additional expenses agreed with the Client, become due at exchange of contracts and payable upon the earlier of (a) completion of the sale and (b) 3 months after the date of exchange of contracts or at such other time as the Agent and the Client may agree in writing.

(b) Responsibility of Fees

The responsibility for the payment of the Agent's Fees remains with the Client. The Client hereby irrevocably instructs the Client's solicitors/licensed conveyancer to pay the Agent's Fees in full within 3 working days after the completion of the sale.

If the account remains unpaid 10 working days after the payment date the Agent reserves the right to charge daily interest on the outstanding balance at an annual rate of interest at 4% above NatWest Bank Plc base rate from the due payment date until payment is received in full.

7. DISCLOSURE

On and after the signing of this agreement the Client undertakes to direct any prospective purchaser or purchasers of the Property to the Agent. If the Client is aware of any person(s) interested in the Property before the signing of this agreement, the name and address of such parties should be given here. Should any of these parties conclude a sale the Agent will be entitled to commission at the reduced rate of [] % plus Value Added Tax.

8. DOUBLE COMMISSION WARNING

The Client may be liable to pay commission fees to more than one agent if:-

- i) The Client has previously instructed another agent to sell the same property on a sole selling rights, joint agency sole selling rights, sole agency, joint sole agency or a multiple agency basis; or
- ii) The Client instructs another agent during or after the period of the Agent's sole selling rights agreement.

It is the responsibility of the Client to check whether they will be liable to pay both estate agents' fees.

9. SOLE SELLING RIGHTS/JOINT AGENCY SOLE SELLING RIGHTS – LIABILITY TO PAY COMMISSION

Where the Agent acts on the Client's behalf with Sole Selling Rights or Joint Agency Sole Selling Rights the Client will be liable to pay remuneration to the Agent, in addition to any other costs or charges agreed, if:-

- i) at any time unconditional contracts for the sale of the Property are exchanged in the period during which the Agent has Sole Selling Rights or Joint Agency Sole Selling Rights, even if the purchaser was not found by the Agent but by another agent or by any other person, including the Client, or;
- ii) if unconditional contracts for the sale of the Property are exchanged within 12 months after the expiry of the period during which the Agent had Sole Selling Rights or Joint Agency Sole Selling Rights but to a purchaser who was introduced to the Client during that period or with whom the Agent had negotiations about the Property during that period.

Reference above to the exchange of unconditional contracts shall be deemed to include:-

- completion of a sale of the Property where no contracts are exchanged; and
- the exchange of a conditional contract the condition(s) of which is subsequently satisfied.

10. FOR SALE BOARDS

The Agent asks permission to erect a For Sale board at the Property to assist in the marketing of the Property. Any such board will comply with the Town & Country Planning (Control of Advertisements) Regulations (England) 2007. The Client consents that the Agent may erect a For Sale board at the Property: *(Please tick as appropriate)*

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

11. DISCRIMINATION

The Agent will not discriminate against any person contrary to the provisions of The Sex Discrimination Act 1975, The Race Relations Act 1976 or the Equality Acts 2006 and 2010. The Agent will not discriminate, or threaten to discriminate against any prospective purchaser of the Property because that person is, will not be, or is unlikely to be accepting services that the Agent will (directly or indirectly) provide.

12. EXTRA SERVICES & REFERRAL FEES

By law, the Agent must tell the Client if the Agent or any connected person intends to earn any commission or referral fee from offering the Client or a prospective buyer other services. The Agent may elect to accept instructions to sell or otherwise dispose of any property of a prospective purchaser.

The Agent refers sellers and/or prospective buyers to Cooper Associates (CA) mortgage advisors. It is the Client's decision whether they choose to instruct CA. The Client should be aware that if they decide to use CA then the Agent would receive an average referral fee of £300 from CA for recommending the Client to them.

The Agent may refer sellers and/or prospective buyers to Simply Conveyancing (SC) to provide a conveyancing quotation. It is the Client's decision whether they choose to instruct SC. The Client should be aware that if they decide to use the services of SC then the Agent would receive an average referral fee of £200 from SC on completion of the sale/purchase for recommending the Client to them.

The Agent may also refer sellers and/or prospective buyers to Goto Surveys (GS) to provide a quotation for homebuyers reports and building surveys. It is the Client's decision whether they choose to instruct GS. The Client should be aware that should they decide to use the services of GS then the Agent would receive an average referral fee of £100 from GS for recommending the Client to them.

The Agent will provide details of any such services which, to the Agent's knowledge, any prospective purchaser requests and the Agent will ensure that these do not create any conflict of interest in relation to the sale of the Client's property. If the Agent or any connected person earns money from any of these services the Agent or connected person would keep this commission/referral fee.

13. ACCESS TO PREMISES

If the Agent holds the keys to the Property, the Agent must accompany any viewings of the Property, unless the Agent and Client agree otherwise. If the Agent is arranging for someone to view an occupied property, the Agent must agree the arrangements with the occupier beforehand.

It is the Agent's usual practice to release the keys to certain professionals who require access, such as surveyors acting on behalf of purchasers. In order to avoid delaying the sale, once the Agent has established their identity, they are permitted to inspect the Property unaccompanied. Please advise the Agent immediately if this is NOT acceptable to the Client.

The Agent will continue to seek the Client's permission to allow unaccompanied visits by other third parties such as trades people or representatives of any utility companies. The Agent accepts no liability for the maintenance of unoccupied property for sale.

14. THE MONEY LAUNDERING, TERRORIST FINANCING AND TRANSFER OF FUNDS (Information on the Payer) REGULATIONS 2017

Under the requirements of the Money Laundering Regulations the Agent is legally obliged to undertake Customer Due Diligence. This will require the Client to produce to the Agent satisfactory evidence of the Client's identity and current residential address before the Agent can commence marketing the Property. With joint ownership all parties are required to provide identity.

To comply with the requirements, the Agent must see original copies or receive certified copies of the following:

Evidence of Identity	Evidence of Address
<ul style="list-style-type: none">• Current passport• Current UK driving license (photo style)• Firearms or shotgun certificate• Or other official document containing the Client's photograph.	<ul style="list-style-type: none">• Recent utility or council tax bill or statement (not mobile phone bill)• Current bank or building society statement• Recent mortgage statement• House or motor insurance certificate• Current UK driving license (if not used as proof of identity)• Vehicle registration document

Please do not send originals in the post. Certified copies of identification should be dated and signed "original seen" and include the contact details of the person certifying the copies. If a good reproduction of photographic evidence of identity cannot be achieved, the copy should be certified a good likeness of the Client. The Agent reserves the right to carry out online identity checks on the client.

In the case of a Company Sale the Client should provide:

- i) the original or a certified copy of incorporation (a website search if registered with Companies House complies), and
- ii) evidence of identity as listed above on two directors or one director and the company secretary.

The Agent assures the Client that, except in so far as is necessary to comply with the Agent's legal obligation, the Agent will treat the information supplied as confidential in all respects.

15. COMPLAINTS HANDLING PROCEDURE

Greenslade Taylor Hunt has a Complaints Handling Procedure, a copy of which may be obtained upon request, if required.

In the event that any complaint is not resolved between the Agent and the Client in accordance with such procedure, the Client has a right to refer the matter to The Property Redress Scheme (see Section 16 below).

16. THE PROPERTY REDRESS SCHEME

The Agent is a member of The Property Redress Scheme (PRS) which is an independent redress scheme approved by the Royal Institution of Chartered Surveyors. The Client agrees that the Agent may give information about the sale of the Property to the PRS if the Client has registered a complaint and the scheme requests such information. The Client also agrees that the Agent may give the Client's contact details to the PRS (if they ask for it) to help them monitor how the Agent is following the Code of Practice.

17. CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (CPRs)

The Agent is obliged to comply with the CPRs which (among other things) prohibit the Agent from giving false or misleading information or hiding or failing to provide material information in relation to the Property (which includes any information relating to any defects in or drawbacks of the Property) in a clear, intelligible and timely fashion. The Client must not raise any objection to any statements made or action taken by the Agent with a view to complying with the CPRs.

18. DATA PROTECTION

The Agent is registered under the Data Protection Act 2018.

19. PERSONAL INTEREST

By law, the Agent must declare whether there is a personal interest in the sale of the Property. To assist the Agent to fulfil this obligation the Client is asked to indicate any personal association with the Agent of which the Client is aware. If the Client is, or thinks they may be, a close relative or a friend or have any business interests with anyone involved with the Agent, the Client should let the Agent know immediately.

Is the client aware of any such interest? *(Please tick)* Yes No

If the answer is yes, please give details on an additional sheet. Additional sheet attached? *(Please tick)* Yes No

20. RULES OF CONDUCT

The Agent is a member of the Royal Institution of Chartered Surveyors (RICS) and has agreed to abide by the Rules of Conduct and Codes of Practice as laid down by this professional body.

21. COMPLIANCE WITH LAWS

The Agent and the Client acknowledge their respective obligations to comply with all applicable laws in the marketing and prospective sale of the Property and mutually agree to do so. Where the law and the interests of the Client conflict, adherence to the law must prevail.

22. SIGNATURES

Important Notice: This is a legal document. Before signing this agreement the Client should ensure that they have read the terms of the agreement and asked for clarification of any issue that is not understood.

By signing this agreement, the Client is entering into a legally binding agreement and confirms that the Client has read and agrees to the terms and conditions of this agreement.

The Client acknowledges and warrants that by appointing the Agent the Client is contracting on behalf of the Client and all owners of the Property. If the Client is a limited company, those signing on behalf of the Client warrant that they are authorised to do so and personally guarantee the obligations of the Client to the Agent under the terms of this agreement. When you instruct Greenslade Taylor Hunt Estate Agents you are contracting on behalf of all owners of the Property.

Greenslade Taylor Hunt is a partnership. A full list of partners is available for inspection at any of its offices.

THE CLIENT:	Signed:	Print Name:	Dated:
THE CLIENT:	Signed:	Print Name:	Dated:
THE CLIENT:	Signed:	Print Name:	Dated:
THE CLIENT:	Signed:	Print Name:	Dated:
THE AGENT:	Signed:	Greenslade Taylor Hunt	Dated:

You have the right to cancel this Agreement within 14 days. Please refer to the attached 'Notice of Right to Cancel the Agreement'.

Notice of Right to Cancel the Agreement

You have the right to cancel this agreement within **fourteen days** without giving any reason. The cancellation period will expire after fourteen days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform Greenslade Taylor Hunt (details below) of your decision to cancel this contract by a clear statement (eg. a letter sent by post or email). You may use the attached Customer Cancellation Notice, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Our details are: Greenslade Taylor Hunt, 23 Broad Street, South Molton, Devon, EX36 3AQ
Email: residential.southmolton@gth.net

Customer Agreement Reference Number (RPS reference):

Effects of Cancellation

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT)

Customer Cancellation Notice:

To: Greenslade Taylor Hunt, 23 Broad Street, South Molton, Devon, EX36 3AQ

Customer Agreement Reference Number (to be entered by Agent):

I/We[*] hereby give notice that I/We[*] cancel my/our[*] contract for the supply of Estate Agency Services.

Ordered on[*] / received on[*],

Name of consumer(s):

Address of consumer(s)

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Signature of consumer(s) (only if this form is notified on paper):

Date:

[*] delete as appropriate