



CONFIRMATION OF AGENCY TERMS IN ACCORDANCE WITH SECTION 18 OF THE ESTATE AGENTS ACT 1979

Vendor(s):

Property Address:

Correspondence Address:

- ❖ The Vendor appoints Tim Peers Estate Agents as Agents for the sale of the above property upon the terms of this agreement.
- ❖ If instructed as sole agents, Tim Peers Estate Agents shall be entitled to a sole agency for a period of sixteen weeks from the date of this agreement and thereafter until terminated by either party giving 28 days' notice in writing. If our appointment as your agent is to be terminated by either party, we will remain entitled to our fees if during the following 6 months unconditional contracts are exchanged for the sale of the property to a purchaser who was introduced to you in any way by us during the period of our agency or with whom we had negotiations about the property during that period. You agree to notify us in these circumstances.
- ❖ Sole Agency means that the vendor will be liable to pay commission to Tim Peers Estate Agents, if within six months of the termination of this agreement unconditional contracts for the sale of the property are exchanged with a purchaser effectively introduced to you during the period of *our* sole agency or with whom we had negotiations about the property, or a purchaser introduced by another agent, including any Internet Property Retailer or as a result of any direct or indirect marketing activity including all social media platforms during that period.
- ❖ The Vendor agrees to pay any *specifically agreed* additional expenses for Colour Brochures, National Advertising, Professional Photography, EPC and floor plans that are separately confirmed in writing.
- ❖ If this agreement is terminated, other than on completion of the sale of the property, the vendor agrees to reimburse Tim Peers Estate Agents for the above *specifically agreed* additional expenses, which will become due immediately.
- ❖ Commission shall become due upon completion of contracts and become payable no later than one week after such completion. Interest of 3% above bank base rates will be applied to overdue accounts. The vendor hereby authorises their solicitor to account to Tim Peers Estate Agents out of the proceeds of the sale of the property for the amount of such commission plus VAT.
- ❖ Tim Peers Estate Agents will, where possible, erect a "For Sale" sign at the property. The vendor should be aware that, in order to comply with the requirements of the relevant Town & Country planning regulations, only one board can be displayed at a time. Two boards may share one post in a "back to back" situation.
- ❖ The Vendor confirms that he/she has no family association with the partners or staff of Tim Peers Estate Agents.

- ❖ Under the terms of the Property Misdescriptions Act 1993 the Vendor must advise Tim Peers Estate Agents of any errors in their description of the property. Accordingly the Vendor agrees to notify us if he/she is aware that any information provided is/has become inaccurate or misleading. Written evidence may be required to support claims made regarding the property.
- ❖ Tim Peers Estate Agents are obliged to comply with the CPRs (Consumer Protection from Unfair Trading Regulations 2008) which prohibit us from giving false or misleading information or hiding or failing to provide material information in relation to the Property which may include information relating to any defects or drawbacks of the Property.
- ❖ The agent is a member of The Property Ombudsman Scheme ('TPOS') and follows the TPOS Code of Practice.

A copy of the Code of Practice and the Consumer Guide is available from www.tpos.co.uk.
- ❖ The Vendor confirms that at the time of signing this agreement, *there is no prospective purchaser* from any source who has expressed an interest in purchasing the property.
- ❖ In allowing Tim Peers Estate Agents to arrange appointments for prospective purchasers to view the above property, the vendor is deemed to have accepted the terms of our sole agency agreement even if for any reason the agreement may not have been signed or returned to Tim Peers Estate Agents.
- ❖ Under the Money Laundering Regulations 2007 Tim Peers Estate Agents are legally obliged to undertake Customer Due Diligence. This will require the Vendor to produce to the Agent satisfactory evidence of the Vendor's identity and current residential address. There is a minimum fee for verification of £25 to be invoiced on exchange of contracts or should the property be withdrawn from the market.
- ❖ The Vendor has the right to cancel this contract within fourteen days of the date of the contract. If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be by electronic mail.) Your cancellation notice takes effect on the day of receipt. The Vendor will pay Tim Peers Estate Agents a withdrawal charge of up to £250.00 excluding VAT for any marketing charges incurred to that date.

Agency Type:	Asking Price:
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Commission:	Plus VAT (subject to a minimum fee of £3,000 plus VAT)
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<p>On behalf of Tim Peers Estate Agents:</p> <p>Name:</p> <p>Signature:</p> <p>Date:</p>

<p>Vendor:</p> <p>Name:</p> <p>Signature:</p> <p>Date:</p>
