

# Agency Agreement



**Property Address:** \_\_\_\_\_

This Agreement is made between the Vendor of the Property (as named at the end of this Agreement) and Forefront Property Ltd who agree to act as Agent for the Vendor and are hereinafter referred to as "the Agent". The purpose of this document is to set out clearly and concisely the extent of the property sales service offered and the scale of fees charged. The terms of the Agreement set out in this document will constitute a binding legal contract. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing. This Agreement is set out to comply with the requirements of the Provision of Services Regulations 2009 SI 2999.

## FULL SALES SERVICE

The Agent provides a fully managed sale service to Vendors wishing to sell a Property. The full service includes:

1. Visit your property, agree asking price, prepare for marketing
2. Generate Property Details, including Floorplans
3. Organise an Energy Performance Certificate (if required – additional fees apply)
4. For Sale Board
5. Extensive internet marketing including Rightmove and Zoopla
6. Source suitable buyers, arrange viewings, provide feedback
7. Accompanied viewings during office hours, provide feedback (optional)
8. Negotiate offers and establish property sale chain
9. Issue Offer Letters to both parties
10. Assist with obtaining Solicitor Quotes
11. Issue Notification of Sale paperwork to all parties
12. Ensure a mortgage survey (if applicable) and local searches are completed in good time
13. Chase mortgage offer (if applicable)
14. Assist with any other issues leading up to exchange of contracts
15. Assist with organising a completion date
16. Hand deliver keys to your buyer on completion

## FOREFRONT'S FEES AND OPTIONS

- 1% + VAT of the selling price paid on completion + VAT
- Split fixed fees \_\_\_\_\_ upfront \_\_\_\_\_ on completion + VAT
- 0.5% Fixed \_\_\_\_\_ paid upfront with no fee on completion + VAT

## VIEWINGS OPTION

- Vendor conducts all viewings with a further \_\_\_\_\_ reduction on the fee chosen above.

By ticking the above box the Vendor agrees to carry out all viewings on their property and the above amount will be deducted from their final fee. If the Vendor changes their mind after signing this Agreement and Forefront are requested to carry out viewings then this deduction will not be made. Vendors who make the full payment upfront will have the deduction applied immediately. However, if Forefront are asked to conduct viewings then the above amount will need to be paid before accompanied viewings can take place.

# TERMS OF BUSINESS

## GENERAL AUTHORITY

The Vendor confirms that they are the sole or joint owner and has the right to sell the Property.

## COVERING REASONABLE COSTS AND EXPENSES

Where the Agreement is cancelled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (or previous consumer contract legislation), the Vendor agrees to repay any reasonable costs incurred by the Agent in carrying out its duties. If an upfront fee has been taken, then no further charge will be made. If the Vendor is due to pay on completion then the Vendor is to pay the Agent a minimum fee off £600 + VAT for marketing purposes immediately, as well as any costs for accompanied viewings and sales progression if they were carried out. The Agent will invoice the Vendor accordingly.

## AGREEMENTS SIGNED AWAY FROM THE AGENTS OFFICE

Where this Agency Agreement is signed away from the office the Vendor has a right to cancel under Consumer Protection Legislation within 14 days ('a cooling off period') of the date of this Agreement. A Cancellation Notice is available at the end of this Agreement. Vendors are given the opportunity to waive this right in order for the Agent to commence work immediately. Where the Vendor waives their right to this cancellation period they will be responsible for our "Sole Selling Rights" (see below), from the day this Agreement is signed. If the Vendor cancels this contract after a Buyer is found they will be responsible for any reasonable costs incurred by the Agent in carrying out their duties. Additional fees will be payable if the "Sole Selling Rights" are broken. If an upfront fee has been taken, then no further charge will be made. If the Vendor is due to pay on completion then the Vendor is to pay the Agent a minimum fee off £600 + VAT for marketing purposes immediately, as well as any costs for accompanied viewings and sales progression if they were carried out. The Agent will invoice the Vendor accordingly.

## ANY UPFRONT FEE PAID INCLUDING FULL PAYMENT

Once the Agent has taken measurements, photographs and details of the Vendor's Property, the Agent is deemed to be instructed to sell the Property. Should the Vendor wish to withdraw the property at any time then no refund of Fees will be issued.

## SOLE SELLING RIGHTS

It is agreed that only the Agent may market and introduce a Buyer to the Property unless this Agreement is terminated by giving the appropriate notice – see below. If these Terms are broken by way of marketing with another Estate Agent or the Vendor privately marketing the property prior to or during the notice period and a Buyer/private Buyer is found, then it is agreed that the Agent's Fee (Forefront) will be payable. This is also applicable even if it is suggested that a Buyer was found outside of the stated notice period. The Agent will invoice the Vendor for the full fee amount which must be paid immediately.

## TERMINATION

This Agreement may be terminated by either party by way of three months' written notice. Fees are due from the Vendor plus any expenses reasonably incurred to the date of cancellation if a Buyer was found and a sale was in progress.

## VALUE ADDED TAX

All fees stated in this contract exclude VAT.

## COMPLAINTS

Where the Vendor is unsatisfied with the service provided by the Agent, they should contact the Agent in the first instance to try and resolve matters. The Agent has an in-house complaints policy which must be followed by contacting Tristan Brown (Director) in writing at [tristan@forefrontproperty.co.uk](mailto:tristan@forefrontproperty.co.uk) detailing the nature of the complaint. The Agent is a member of *The Property Ombudsman* and where the Vendor is unsatisfied with the way the complaint has been handled in-house they may refer the matter to the scheme for a further decision. Details of how to refer a complaint to *The Property Ombudsman* are available on request from the Agent.

## ACCEPTANCE & VARIATION

The Terms and Conditions of this Agreement may be varied by the Agent, but only with one months' prior written notice.

**RE-MARKETING**

If the Vendor withdraws the property from the market but wishes to re-market at a later date, then a new set of Terms and Conditions will need to be signed. If an upfront fee was paid when originally marketed the Agent will honour the amount paid. The Vendor will only be subject to paying another upfront fee if there is a deficit should the Agent’s upfront fees have increased during this time. Should the Vendor request the Agent to carry out further works (such as updating photos or changing the property details), then the Agent will charge the Vendor reasonable costs. This will be agreed prior to re-marketing.

**NOTE**

The Agent will market the property as set out above in these Terms of Business, but cannot guarantee that any Property will sell, or that it will receive any interest from the buying public. Any upfront fees paid is allocated to covering the Agents marketing and administration costs of the property.

**CODE OF CONDUCT**

The Agent expects its staff to be treated with respect at all times. Failure to do so could result in your property being taken off the market and any fees paid will be non-refundable.

**SALE OF PROPERTY**

Where a Vendor has chosen to pay for Services on completion this fee is payable by the Vendor to the Agent in the event that contracts are exchanged. I/We authorise the Solicitors acting on my/our behalf on the sale of the property to pay the sum directly to the Agent on the day of completion, subject to the above terms.

**WAIVING RIGHT TO CANCELLATION PERIOD**

I consent to the Agent carry out marketing work immediately (prior to any right of cancellation period). (Tick box if this applies)

**OTHER SERVICES**

Energy Performance Certificate (EPC) required at a cost of £90 + VAT **YES**  **NO**

Please note, the Agent cannot market the property until this has been ordered. If the Vendor purchases the EPC directly then receipt of purchase is required.

I/we also confirm that we are the sole/joint owners of the Property known as:

<b>Agent Details</b>		(Provision of Services Regulations 2009)
Name of business – Forefront Property Ltd		
Address – Basepoint Business Centre, Rivermead Drive, Swindon, SN5 7EX		
Telephone number – 01793 684990		
Email Address – enquiries@forefrontproperty.co.uk		
Details of any code of conduct, trade association adjudication or professional body non judicial dispute resolution procedure – Property Ombudsman		
VAT number - 913143361		
Details of Professional Liability Insurance – Direct line insurance		
PRIVACY POLICY & NOTICE - Details of this can be found on our website by visiting - <a href="https://www.forefrontproperty.co.uk/privacy-policy-and-notice/">https://www.forefrontproperty.co.uk/privacy-policy-and-notice/</a>		
<b>IMPORTANT NOTICE:</b> Vendors should read and understand the above Terms of Business before signing.		
Signed:	Printed:	Date:
Signed:	Printed:	Date:

# NOTICE OF THE RIGHT TO CANCEL

The Consumer has a right to cancel the contract if he/she wishes and that this right can be exercised by delivering or sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within the period of 14 days starting with the day of receipt of a notice in writing of the right to cancel the contract.

[The Consumer Contracts (Information, Cancellation and Additional Charges) Regs 2013]

Date:

Agent - Forefront Property Ltd

Any relevant reference number or property address:

The address, (including any electronic mail address as well as the postal address), of a person to whom a cancellation notice may be given.

Tristan Brown, Director

Forefront Property Ltd, Basepoint Business Centre, Rivermead Drive, Swindon, Wiltshire, SN5 7EX

Or enquiries@forefrontproperty.co.uk

Notice of cancellation is deemed to be served as soon as it is posted or sent to the Agent, or in the case of an electronic communication from the day it is sent to the Agent.

The form below may be used if you wish to cancel this contract.

## Cancellation Notice to be Included in Notice of the Right to Cancel

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) the form below to the person named above. You may use this form if you wish but you do not have to.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**.

----- cut here -----

## CANCELLATION NOTICE

To: Forefront Property Ltd – Tristan Brown

[Agent's name or the name of the person to whom notice may be given.]

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract.

[Agent to insert reference number, property address or other details to enable the contract to be identified. He may also insert the name and address of the consumer.]

Signed:

Name and Address:

Date:

For Office Use:

Order EPC  Key tagged  For Sale board ordered  Invoice sent  Proof details sent   
Approved details returned  All changes made  Uploaded to internet  EPC attached to Jupix