

Sales Terms and Conditions of business, fees and expenses



Client: _____
Property address: _____
Contact address: _____
Daytime tel: _____
Home tel: _____
Mobile: _____
Fax: _____
Email: _____

Agency type: Sole agency: 1.75% Plus VAT (12 week minimum term)
 Multiple agency: 2.5% Plus VAT

Tenure: Freehold Leasehold
(delete as appropriate)

Expiry date: []/[]/[] + Share of Freehold (Y/N)

Service charge: £ [] or [] % pa

Ground Rent: £ [] or [] % pa

Other: _____

Asking price: £ []

Notice of the Right to Cancel

You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14n calendar days from the date upon which it was signed. Native of Cancellation MUST BE IN WRITING and should be delivered or sent by post to James Chiltern Estate Agents, 281 Lower Addiscombe Road, Croydon, CR0 6RE or by email to info@jameschiltern.com. Any Notice of Cancellation is deemed served on the day that is delivered, posted or sent.

If you have given us your written agreement to market your property within the cancellation period you may be required to pay our commission fees if we have introduced a purchaser to your property prior to you serving a Notice of Cancellation.

Notice of Cancellations

If you wish to cancel this contract, you MUST DO SO IN WRITING and you may complete this section to do so. Please ensure that it is delivered or sent by post to the address given above or emailed to info@jameschiltern.com.

I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our property (delete as appropriate) the address of which is:

I confirm that the above information is accurate and that I have read and understand the terms and conditions contained within this document. I understand that I may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed and confirm that I wish James Chiltern to commence marketing the property immediately. I accept that in signing this document I am bound by its entire contents.

Signed: []
(for and or behalf of seller)

Name: []

Date: []

Sole agency

Where James Chiltern 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 any 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 another agent during that period. Sole agency instructions, including Open House 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 our weeks' notice in writing. Such notice cannot be served prior to the eighth week of instruction due to this minimum period.

Multiple agency

Where James Chiltern 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 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. Sole agency instructions, including Open House 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 eighth week of instruction due to this minimum period.

Asset Transfer

For the avoidance of doubt and without prejudice to the above it is the intention of the parties to this agreement that any purchase by way of asset transfer will be effected to maximise efficiencies and that such a transfer will be treated as if it was a sale on property for the purposes of this agreement.

Energy Performance Certificates

It is a legal requirement to have commissioned an EPC before marketing can commence on your property. James Chiltern can arrange this for you at a cost of £60 + VAT.

Sub instruction

James Chiltern reserves the right to sub-instruct other agencies at any time during our agency if we consider that this would be in your best interests. This will not involve any extra costs and all viewings and negotiations will be co-ordinated by James Chiltern.

Fees payable

James Chiltern' fees are calculated as a percentage (%) of the sale price achieved +VAT at the prevailing rate. As James Chiltern' Fees are based on a percentage of the price achieved, should this be higher or lower than the asking price, James Chiltern' fees will be correspondingly higher or lower than the asking price. For all sole agency instructions, this percentage is at a rate of 1.5% +VAT. For all multiple agency instructions, this percentage is at a rate of 2.5% +VAT. For example, on a sole agency instruction our fees of 1.5% for a £400,000 property would be £6000 +VAT. On a multiple agency instruction our fees of 2.5% for a £400,000 property would be £10,000+VAT. All agency commissions are subject to a minimum fee of £1750 +VAT. The sale price will be deemed to include any extra prices for fixtures, fittings, goods, chattels, carpets, curtains and other such related it

Responsibility of leas

The responsibility for the payment of fees remains with the party(ies) named on this document and you hereby confirm that you have obtained all necessary consents to allow you to instruct James Chiltern to sell the property. James Chiltern will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser that James Chiltern has introduced within six months of the date James Chiltern' instruction ended. However, James Chiltern will give up its rights to any commission fee if a purchaser first introduced by James Chiltern goes on to buy the property through another estate agent in circumstances where that purchaser was introduced by the other estate agent more than six months after James Chiltern' instruction ended. If no other estate agent is introduced, this time limit will not apply. There may be a dual fee Liability if:

- the seller has previously instructed another agent to sell the same property on a sole agency, joint sole agency or a sole selling rights basis; or
- that seller instructs another agent during or after the period of James Chiltern' sole agency or joint sole agency.

Time and payment of fees

ALL James Chiltern' fees become due and payable upon exchange of contracts. However and at the discretion of James Chiltern, fees may be paid out of completion monies. On signing this document, you are hereby authorising your lawyers to pay our fees out of the sale proceed

Interest

We reserve the right to charge interest from the date of exchange of contracts on any amounts still outstanding 28 days after James Chiltern' fees are first demanded. The prescribed rate of interest shall be 2% above the Bank of England base rate as the date they are first demanded and payable from that date.

Connected persons

At 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 employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify James Chiltern immediately.

Keys

Where you provide us with a set of keys (or authorise us to use keys held by another agent), we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. We will not charge you for this service. James Chiltern secure key tag system ensures that third parties cannot identify which property a set of keys belongs to, therefore, in the event that keys are lost or unaccounted for. James Chiltern' liability is strictly limited to the cost of calling a new set of keys.

Complaints procedure

Should you base any problems with James Chilterns' service which you are unable to resolve with the Negotiator involved or the branch/ department Manager you should write to the Director for the area/department in question. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within 15 working days if you remain dissatisfied, you should write to the Director of Customer Services and Compliance (DCSC). The same time limits will apply Following the DCSC's investigation, a written statement expressing James Chilterns' final view will be sent to you and will include any offer made. This Letter will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman (TPO) within six months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers.

Anti-Money Laundering Regulations

James Chiltern is subject to the Money Laundering Regulations 2007. As a result we will need to ask you far suitable identification and will be unable to proceed with any work on your behalf if we are unable to obtain this from you.

Data protection and privacy policy

James Chiltern is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. We will keep your personal information secure. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: James Chiltern Estate Agents, 281 Lower Addiscombe Road, Croydon, CR0 6RE.

Disclosure

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

Jurisdiction

The High Court and the County Courts of England and Wales shall have jurisdiction over this agreement,

Entire agreement and variations

This contract constitutes the entire agreement between James Chiltern and the seller and supersedes all prior agreements, understand representations or communications between the parties No amendment or variation to this contract will have any contractual effect unless approved in writing by a Director of James Chiltern.



We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the sale of your property to The Property Ombudsman, if you or the applicant has registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code at Practice.