



# AGENCY AGREEMENT

# TERMS of AGENCY AGREEMENT

By this Agreement, the person, firm or company identified in the particulars below (YOU) appoint COOMBE RESIDENTIAL LIMITED, a company registered in England and Wales with registration number 04496526 whose registered office is at 259 Coombe Lane, Wimbledon, London, SW20 0RH (US) as your agent for the marketing and sale of the property and agree to pay us the commission and, if the particulars so provide, the expenses, subject to the terms and conditions and we accept such appointment.

The Seller  
Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Address of Property  
(if different from above) \_\_\_\_\_

Postcode \_\_\_\_\_

Asking Price \_\_\_\_\_

For Sale board    yes     no

## SOLE AGENCY

Our sole agency rate is \_\_\_\_\_ % + VAT

You will not instruct any other agent to act in the marketing and sale of the property and we will be entitled to commission if any prospective buyer introduced during the term by us enters into a relevant contract during the term or at any time within 6 months after its expiration or termination, but that you may seek prospective buyers yourself and we will not be entitled to any commission if you enter into a relevant contract at any time with a prospective buyer who is not introduced by us or by any other agent during the term. **Commission will be charged at a fixed percentage plus VAT of the total price at which you contract to sell the property (including any fixtures, fittings and other agreed items included in the sale) payable on the day of completion of contract by your appointed solicitor.**

## JOINT SOLE AGENCY

Our joint sole agency rate is \_\_\_\_\_ % + VAT

You may instruct one other agent to act in the marketing and sale of the property and we will share the commission with such other agent in the proportion 1% to the winning agent, 0.5% to the losing agent. Should a buyer be introduced by either agent and enter into a relevant contract within 6 months of the termination or expiration of this contract. **Commission will be charged at a fixed percentage plus VAT of the total price at which you contract to sell the property (including any fixtures, fittings and other agreed items included in the sale) payable on the day of completion of contract by your appointed solicitor.**

## JOINT AGENCY

Our joint agency rate is \_\_\_\_\_ % + VAT

You may instruct one or two agents to act in the marketing and sale of the property and only the agent who successfully introduces the prospective buyer to you will be entitled to any commission. **Commission will be charged at a fixed percentage plus VAT of the total price at which you contract to sell the property (including any fixtures, fittings and other agreed items included in the sale) payable on the day of completion of contract by your appointed solicitor.**

## MULTIPLE AGENCY

Our multiple agency rate is \_\_\_\_\_ % + VAT

You may instruct more than one other agent to act in the marketing and sale of the property and only the agent who successfully introduces the prospective buyer to you will be entitled to any commission. **Commission will be charged at a fixed percentage plus VAT of the total price at which you contract to sell the property (including any fixtures, fittings and other agreed items included in the sale) payable on the day of completion of contract by your appointed solicitor.**

## WHEN YOU BECOME LIABLE TO PAY

The fee becomes payable in the event Coombe Residential introduces a purchaser whether directly or indirectly who enters into a binding contract to purchase the property. In the case of a sole agency or joint sole agency agreement, the fee becomes payable if another agent introduces the buyer. The fee payable to Coombe Residential is inclusive of all local advertising carried out at our discretion. There will be no additional costs or charges unless they have been previously agreed by yourselves, e.g. National Advertising. Our commission is payable from the proceeds of

sale by your conveyancer/solicitor upon completion. Interest at the rate of 4% above the Bank of England base rate may be charged until payment is made on accounts not settled by you or your conveyancer within 7 days of completion.

## TERMINATION

Termination of the agreement or a change of the type of agency can be effected by either party giving 28 calendar days written notice, subject to the agreed minimum period, which is set at **16 weeks**. The agreement will continue after the minimum period unless or until terminated by either party.

## ENERGY PERFORMANCE CERTIFICATE

A valid Energy Performance Certificate (EPC) is required for all properties offered for sale. The EPC must at least be commissioned before marketing commences and should be in place within 7 calendar days. If you instruct us to commission the EPC for you, Coombe Residential will contact the Energy Assessor with your details and he or she will contact you to make payment and arrange access to the property.

- A valid EPC is already in place
- The client has commissioned an EPC privately and evidence has been provided
- The agent will instruct an assessor and the client will pay the assessors fee directly

## MARKETING

You are bound by Coombe Residential's Terms of Business from the time of verbal instructions to market your property. Coombe Residential are able to offer all applicants and prospective purchasers our full range of estate agency services including the valuation and marketing of their present property.

## SALES PARTICULARS

You acknowledge that the Property Misdescriptions Act 1991 and the Consumer Protection from Unfair Trading Regulations 2008 require all statements about the property, whether oral, pictorial or written, to be accurate and not misleading, and with no material omissions which might impact on the consumer's decision to purchase the property. We will take all reasonable steps to ensure that this is the case and you must provide us with such information as is necessary for this purpose.

We will send the written sales particulars to you for confirmation that the details are accurate and not misleading, and we will not commence marketing of the property until you have confirmed in writing to us that they are. We reserve the right not to publish any information provided by you which we are not satisfied is accurate and not misleading.

You must inform us of any incorrect or materially incomplete information within the sales particulars at any time during the term immediately on your becoming aware of the same.

You agree to indemnify us, our proprietors, directors, employees or agents against any loss or damage suffered by any of them arising from: (a) any

claim made against you in respect of the property; (b) any inaccurate, false or misleading descriptions of the same; or (c) any breach of applicable legislation or regulations including but not limited to the Consumer Protection from Unfair Trading Regulations 2008, save any that result directly from our act or default.

#### CONSUMER PROTECTION REGULATIONS

A copy of the property details will be forwarded to you. Under the Consumer Protection from Unfair Trading Regulations and the Ombudsman's Code of Practice, anything we say or publish about your property must be accurate. It is therefore very important that you read the details carefully and immediately inform us if there is anything that is inaccurate. **In addition, we are obliged to pass on any material information that would impact on a potential buyer's transactional decision and so you must advise us of anything you feel relevant to this.**

#### DUAL FEE LIABILITY

Dual fee liability may occur where the client has previously instructed another agent to sell the property, or where the client instructs another agent to sell the property on sole agency or sole selling rights basis, during or after the termination of this agreement.

#### PRIVATE INTRODUCTION

If you have a private interested party in purchasing your property, you must advise us prior to and during the marketing to avoid a liability to pay our commission.

#### FINANCIAL SERVICES

Coombe Residential will offer prospective purchasers mortgage and financial services through their associated companies. Fees may be obtained.

#### ANTI-MONEY LAUNDERING

Coombe Residential are required by law to be able to categorically confirm the identity of each client. In order to do this, but not be intrusive, we require sight of documentary proof of address, together with acceptable photographic ID, such as a passport or photo Driving Licence. Copies will be taken and held on file.

#### UNOCCUPIED PROPERTIES

Coombe Residential take no responsibility for unoccupied properties, unless separately agreed in writing.

#### DECLARATION OF INTEREST

Coombe Residential is obliged to declare whether there is a personal interest in the sale of the property. If the client is, or thinks they may be, a close relative or a friend or have any business interests with anyone involved with Coombe Residential, the client should let us know immediately.

Is the Client aware of any such interest?  yes  no

If yes please give details below:

---

---

#### DATA PROTECTION

Coombe Residential is registered under the Data Protection Act 1998 and will use information provided by you to provide the services required. We will only use your personal information, as set out in our privacy policy available on our website - [www.coomberesidential.com/privacy](http://www.coomberesidential.com/privacy), to: (a) market and sell the property; (b) process your payments; and (c) if you agreed to this during the sign-up, to inform you about other services that we provide, but you may stop receiving these communications at any time by contacting us.

We may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

We will only give your personal information to other third parties where the law either requires or allows us to do so.

If you have any questions about the privacy of your personal data, please contact us by email at [enquiries@coomberesidential.com](mailto:enquiries@coomberesidential.com) or by telephone 020 8947 9393.

#### OMBUDSMAN

Coombe Residential is a member of The Property Ombudsman (TPO) scheme for Estate Agents and follows their Code of Practice. A copy of the Code of Practice and the Consumer Guide is available from [www.tpos.co.uk](http://www.tpos.co.uk)

#### RIGHT TO CANCEL

If you are a consumer client and this contract was not agreed within our office you have the right to cancel this contract within 14 calendar days without giving any reason. The cancellation period will expire after 14 calendar days from the day this contract was agreed. To exercise the right to cancel, you must inform us of your decision to cancel this contract by sending us a clear statement in writing to Coombe Residential Ltd, 259 Coombe Lane, Wimbledon, London, SW20 0RH or by emailing us at [enquiries@coomberesidential.com](mailto:enquiries@coomberesidential.com). You may choose to use the cancellation form which can be downloaded at the following: <https://www.coomberesidential.com/downloads/noticeoftherighttocancel.pdf>

#### TERMS AND CONDITIONS

I/We have read the full Terms and Conditions on the Coombe Residential website and by ticking the box I/We accept the terms.

WHERE YOU REQUIRE US TO BEGIN ACTIVE MARKETING IMMEDIATELY THIS MUST BE SPECIFICALLY INDICATED HERE

PLEASE BEGIN IMMEDIATE MARKETING OF THE PROPERTY

Signed \_\_\_\_\_  
VENDOR 1

Date \_\_\_\_\_

Signed \_\_\_\_\_  
VENDOR 2

Date \_\_\_\_\_

If you do request that we begin immediate marketing of your property during the cancellation period and you do exercise your right to cancel, you will be required to pay the amount of £500 +VAT to cover all reasonable expenses incurred. Should we introduce or have negotiations with the ultimate buyer of the property before you exercise your right to cancel, the contract will have been fully performed and the agreed agency fee would be due, notwithstanding that cancellation took place.

This agreement is governed by English Law and is subject to the exclusive jurisdiction of the courts of England and Wales.

- i. You should not sign this agreement unless you have read, understood and agreed to these terms and conditions.
- ii. When you sign this agreement you are doing so on behalf of all owners of the property.
- iii. You hereby confirm your instructions and authorise us to act on your behalf in the sale of the above property.
- iv. You acknowledge receipt of a copy of this agreement.

Signed \_\_\_\_\_  
ON BEHALF OF COOMBE RESIDENTIAL LTD

Date \_\_\_\_\_

Coombe Residential Ltd, registered in England and Wales  
company registration number 04496526 is pleased to accept the  
client instructions to manage the above property.

#### SPECIAL INSTRUCTIONS

---

---