



Agency Agreement

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

This is an Agency Agreement Between:
“Elite Properties Essex Ltd” (The Agent) and

Vendor _____ (The Client)

For the sale of: _____

The property will be marketed at an initial asking price of £ _____ (The asking price is not a valuation but a figure for marketing purposes).

This agreement is for a minimum period of ___ Weeks and to continue after the minimum period until terminated. This agreement appoints the agent to market the property for sale on the terms set out between the parties.

AGENCY FEES

Sole Agency

Commission of ___% of the selling price on a sole agency basis at which contracts are exchanged + VAT at 20% will be charged by the Agents if payable under the terms of this agreement. Subject to a minimum fee of £ _____.

Multi Agency

Commission of ___% of the selling price on a multi-agency basis at which contracts are exchanged + VAT at 20% will be charged by the Agents if payable under the terms of this agreement. Subject to a minimum fee of £ _____.

TERMINATION OF SOLE AGENCY

Either party can terminate this agreement by giving two weeks' notice to the other in writing.

ENERGY PERFORMANCE CERTIFICATE (EPC)

You are legally required to provide an **Energy Performance Certificate (EPC) prior** to marketing your property. Elite Properties can arrange this on your behalf for approximately £75, please inform the agent if you would like this to be arranged.

DATA PROTECTION

The Agent is registered under the Data Protection Act 1998

DOUBLE COMMISSION WARNING

If the Client has instructed another agent on a Sole Agency/ Sole selling rights basis the Client must check, whether by instructing Elite Properties as well, the Client may be liable to pay both estate agents' fees.

FOR SALE BOARDS

The Agent will erect a For Sale board at the property to assist in the marketing of the property. Any such board will comply with the Town and County planning (Control of Advertisements) regulations 1992, as amended. The Agent accepts liability for any claim arising under these Regulations in connection with the board, unless the action arises as a result of a further board being erected by another agent.

THE PROPERTY DETAILS

Under the Property Misdescriptions Act 1991, anything the Agent says or publishes about the property, as the Client's estate agent must not be false or misleading. It is very important that the Client reads these details carefully and immediately informs the Agent if there is anything that the Client thinks the Agent should have included or that is inaccurate.

Tel: 01375 720111 Fax: 0203 0311126 Email: info@elite-properties.co.uk Web: www.elite-properties.co.uk Registered Office: 11 Orsett Road, Grays, RM17 5DD Elite Properties Essex Ltd is registered in England under company number: 08413195
VAT Number: GB210685627



Client's Initial _____

Agent's Initial _____

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SETTLEMENT OF FEES

Fees payable for Sole Agency Agreement

Commission fees are payable as a result of the circumstances outlined herein. Fees become due on exchange of contracts when the invoice is raised but payable on the day of completion.

Responsibility of Fees

The responsibility for the payment of these fees remains with the client named herein. The Agent will submit his account to the Client’s solicitors/licensed conveyance who should settle the payment no later than three working days after completion or if completion is delayed then within 3 calendar months or such period that has been agreed between the Vendors and the Agent.

The Agent reserves the right to change daily interest on the outstanding balance at 4% over the current base interest rate of the Bank of England.

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. The Client 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? Yes No

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 the Client agree otherwise with the exception of certain professionals such as surveyors.

DISCRIMINATION

The Agent will not discriminate against any person under the definitions of The Sex Discrimination Act 1975, The Race Relations Act 1976 or the Equality Act 2006. The will not discriminate, or threaten to discriminate against any prospective Buyer of the Client’s property because that person is, will not be, or is unlikely to be accepting services that the Agent will (directly or indirectly) provide.

RULES OF CONDUCT

The Agent is the member of Property Ombudsman and has agreed to abide by their Rules of Conduct and Code of Practice.

MONEY LAUNDERING

Under the Money Laundering Regulations 2003 and the Proceeds of Crime Act 2002 the Agent is legally obliged to verify the identity of the Client through sight of legally recognised photographic identification (e.g. passport, photographic driver’s license) and documentary proof of address.

THE CANCELLATION OF CONTRACTS MADE IN A CONSUMERS HOME OR PLACE OF WORK etc REGULATIONS 2008

Under the terms of the above regulations, if this contract is agreed away from the Agent’s place of business, you have the right to cancel this contract within 7 days starting from the day which you received this agreement.

SIGNATURES

Before signing this agreement you should ensure that you have read the terms of the agreement.

The Client acknowledges that by appointing the agent the Client is contracting on behalf of the Client and all owners of the property. When you instruct Elite Properties, you are contracting on behalf of all owners of the Property.

Print Name: _____

Signed: _____ Date: _____

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Client’s Initial _____

Agent’s Initial _____