



CONFIRMATION OF INSTRUCTIONS
AGREEMENT

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

TERMS AND CONDITIONS OF BUSINESS

Important Notice

This is a legal document. Please take time to read it carefully and ask any questions relating to the terms and conditions below before signing.

This is a sole selling rights Agreement Between:

“Elite Properties” (The Agent) and

“ _____ ” (The Client)

For the Sale of:

This agreement is for a minimum period of marketing starting the first day that marketing is permitted for four weeks (being the “Minimum Period”) and to continue after the minimum period until terminated by the notice under the termination of agency clause below.

This agreement appoints the agent to market the property for sale on the terms set out below agreed between the parties.

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

ENERGY PERFORMANCE CERTIFICATE (EPC)

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

Tick Box

Tel: 0203 0062343 Fax: 0203 0311126 Email: info@elite-properties.co.uk
Web: www.elitepropertieslondon.co.uk Registered Office: 11 Orsett Road, Grays, RM17 5DD
Elite Properties Essex Ltd is registered in England under company number: 08413195



Client’s Initial _____

Agent’s Initial _____



AGENCY FEES

Commission of 1% of the selling price at which contracts are exchanged (including any part of the price attributable to contents (such as curtains, carpets and any other fixtures and chattels where their sale is agreed by the Agent) + VAT at 20% will be charged by the Agents if payable under the terms of this agreement. Subject to a minimum fee of £ _____

Please note should the final sale price be higher or lower than the asking price our commission will be correspondingly higher or lower.

THE AGENT’S CHARGES

The commission the Client pays the Agent is based on the total value of the transaction including the price of fixtures and fittings.

The total value of the transaction will also include the value of any non cash consideration put forward by the buyer.

The amount charged will be either the percentage rate or the specified amount shown, subject to any minimum fee detailed above.

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/ Joint Sole Agency or Sole selling rights basis the Client must check, whether by instructing this agent as well, the Client will be liable to pay both estate agent’s 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 For Sale board will remain at all times the property of the Agent.

TERMINATION OF AGENCY

Either party can terminate this agreement by giving four weeks’ notice to the other in writing. The four weeks’ notice may be given to terminate this agreement at the end of or after the last day of the Minimum period. The Client agrees that all fees will be paid within fourteen days of the date when they fall due for payment.

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ADDITIONAL CHARGES

The Agent may recommend additional marketing activity for the Client's property and may make a separate charge for this. The Agent will not commit to any additional marketing without asking and agreeing such costs with the client first and in writing.

The Client will be sent a separate invoice for any extra charges. The Client must pay the invoice in full within 30 working days of the date on it (or within fourteen days of withdrawal of the property from the market), whichever is earlier). Unless stated otherwise, the Client must pay VAT (currently 20%) on all charges.

SETTLEMENT OF FEES

(a) Fees payable for Sole Selling Rights 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 (if previously agreed).

(b) 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 charge daily interest on the outstanding balance at 4% over the current base interest rate of the Bank of England.

SOLE SELLING RIGHTS

The Client will be liable to pay remuneration to the Agent, in addition to any other costs or charges agreed, if any person (or person subsequently introduced) introduced to the property during the period which the Agent has sole selling rights goes on to exchange contracts for the property within that period or within twelve months of the date this agreement ended, even if the purchaser was not found by the Agent but by Another agent or by any other person, including the Client.

EXTRA SERVICES

By law, the Agent must tell the Client if the Agent or any connected person intends to earn any commission from offering the Client or buyer other services. If the Agent or any connected person earns money from any of these services the agent or connected person would keep this commission.

OFFERS

The Agent will promptly forward details in writing of all offers received from potential

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Buyers at any time up until contracts have been exchanged, unless the offer is of an amount or type which the Client has specifically instructed the Agents, in writing, not to pass on. A written or computerised record of all offers received will be kept (including the date such offers the Agent received and the client’s response). This record will be available to the client on request. In turn, the Client must promptly inform the Agent of all enquiries or discussions which the Client may have with any prospective purchaser introduced by this agent that are not made with the knowledge of the Agent.

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. If the Agent is arranging for someone to view an occupied property, the Agent must agree the arrangements with the occupier beforehand.

It is the Agent’s usual practice to release the keys to certain professionals who require access, such as surveyors acting on behalf of purchasers. In order to avoid delaying the sale, once the Agent has established their identity, they are permitted to inspect the Property unaccompanied.

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 the Client is, or thinks they 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

If the answer is yes, please give details below or on an additional sheet.

Additional sheet attached? Yes No

THE PROPERTY DETAILS

The draft property details the Agent has prepared after the Agents visit are attached to this agreement. The details are attached, they will follow shortly. 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.

INSTRUCTIONS WITHDRAWN/TERMINATED AFTER A SALE HAS BEEN AGREED

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In the event of an instruction being withdrawn or terminated after a sale has been agreed we reserve the right to charge 1% of the sale agreed price. If a 'ready willing and able purchaser' is introduced by us but you subsequently withdraw, for whatever reason, and unconditional contracts are not exchanged. A purchaser is a 'ready willing and able purchaser' if they are prepared to exchange contracts for the purchase of the property.

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.

PRIVATE BUYERS

Once we have been instructed to sell a property any private approach or private offer must be notified to us forthwith following which we will negotiate on your behalf for a fee of 1% of the final sale price.

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 for up to 7 days starting from the day which you received this notice. If you wish us to commence marketing of your property immediately and then subsequently wish to cancel this agreement within 7 day period, you may be liable for the Agent's reasonable costs of service supplied before the contract was cancelled. If you wish to cancel this agreement under these regulations, such notice of termination must be made in writing.

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SIGNATURES

Before signing this agreement you should ensure that you have read the terms of the agreement and asked for clarification of any issue that is not understood.

The Agent and the Client (undersigned) have read and agree to the terms and conditions of this 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.

Signed: _____

Print Name:
"The Client"

Date: _____

Signed: _____

Date: _____

For and on behalf of Elite Properties

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