

## Sales Terms Of Business

This is a sole agency marketing agreement between Ultrasales (the Agent) and

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**Property Address**

**Marketing price**

Property Address	Marketing price

### 1. Charges

The above property will be marketed at the initial asking price stated. The asking price is not a valuation but a figure for marketing purposes. If the Agent is successful in selling the above property then a flat rate charge of 1% + VAT with a minimum of £1000.00 + VAT will be payable per property.

### 2. Important notice

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

### 3. Type of Agency

- **Sole Agency** Where the Agents act on the Seller's behalf as sole agents, the Seller will be liable to pay remuneration to the Agents, in addition to any other cost or charges agreed, if at any time unconditional contracts for sale of the property are exchanged with a Buyer introduced by the Agents during the period of their sole agency or with whom the Agents had negotiations about the property during that period, or, with a Buyer introduced by another agent during that period. The Agents will be able to claim the agreed commission for a period of 6 months after expiry of the sole agency agreement, if a Buyer, introduced during the sole agency period goes on to purchase the property within 6 months of the expired agreement.
- **Termination of Sole Agency:** Either party can terminate a Sole Agency at any time by giving 5 days notice, which should be confirmed in writing by email or letter.
- **Multiple Agency:** We do not permit any property to be listed with us and another agent simultaneously throughout our 6 weeks marketing the property.
- **Private Buyers:** There is a fee payable if the Seller finds their own Buyer. However, please note that a Buyer will be deemed as introduced by the Agent if a Buyer finds out that the property is for sale by seeing the Agent's "For Sale" board or any other form of advertising such as internet marketing or email notification that the property is for sale. This would apply whether during the period of this agreement or after the agreement has been terminated
- **Sub Agency Agreements:** In circumstances where the Agents wish to enter into sub-agency agreements, the Seller must be notified in writing.
- **For Sale Boards** The Agents ask permission to erect display boards at the property to assist in the marketing of the property. Any such boards will comply with the Town & Country Planning (Control of Advertisements) Regulations 1987, as amended. The Seller consents that the Agents may erect a For Sale board at the property. The Agent accepts liability for any claim arising under the Regulations in connection with the board, unless the action arises as a result of a further board being put up by another agent.

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### 4. Fees

- **(a) Fees Payable for Sole Agency:** Commission fees are payable as a result of the circumstances outlined in general condition 2 above. Fees are due on completion of the sale.
- **(b) Responsibility of Fees:** The responsibility for the payment of these fees remains with the Seller(s) named above. Under the terms & conditions of this agreement, the Sellers are obliged to meet the payment schedule.
- **5. Expenses** No additional expenses will be charged by the Agents unless agreed with the Seller, in writing. Any agreement will include a breakdown of costs.
- **6. Offers** The Agent will, promptly & accurately, forward all offers received from potential Buyers at any time up until contracts have been exchanged, unless the offer is of an amount or type which the Seller has specifically instructed the Agents, in writing, not to pass on. A written or computerised record of all offers will be kept (including the date & time of such offers were received & the client's response). The record will be available to the Seller upon request.
- **7. Access to the premises** If the Agent holds keys to the property, the Agent must accompany any viewings of that property, unless the Agents & Seller agree otherwise in writing. If the Agent is arranging for someone to view an occupied property, the Agent must agree the arrangements with the occupier beforehand. If access to the property is required by a person on behalf of the Buyer (e.g. surveyors, builder, tradesman), the Agent is unable to accompany that person, this must be made clear to the Seller beforehand & his express permission obtained.
- **8. Disclosure requirements** The Estate Agents Act 1979. Under the Act, the Agent must disclose whether they have a personal interest in the property.

Does the Agent or Estate Agency have any personal interest in the property? YES / NO

Describe the personal interests:

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- **9. Property misdescriptions act 1991** The Agent will take all reasonable steps to make sure that all statements, whether written or oral, about the property, are accurate & not misleading. The written details (Sales Particulars) must be sent to the Seller for them to confirm the details are accurate.
- **10. Discrimination** The Agent will not discriminate against any person under the definitions of the Sex Discrimination Act 1975 or the Race Relation Act 1976. The Agent will not discriminate, or threaten to discriminate against any prospective Buyer of the Seller's property because the person refuses to agree to that the Agent will (directly or indirectly) provide services to them.  
Discrimination includes:
  - Failing to tell the client of an offer to buy the property.
  - Telling the client of an offer less quickly than other offers that have been received.
  - Misrepresenting the nature of the offer or that of rival offers.
  - Giving details of properties for sale first to those who have indicated they are prepared to let the Agent provide services to them.
  - Making it a condition that the person wanting to buy the property must use any other services provided by the Agent or anyone else.
- **11. Misc** Please note that an Energy Performance Certificate will need to be obtained prior to marketing and this is included in the price stated above. For your protection, we are members of the **The Property Ombudsman** [www.tpos.co.uk](http://www.tpos.co.uk) and you have 14 days right to cancel this agreement from the contact date without incurring any charges.

### YOU SHOULD NOT SIGN THIS AGREEMENT UNLESS YOU AGREE TO THESE TERMS

Signed: AGENT

Signed: SELLER(S)

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_