



Smart Properties & Investments Limited

CONFIRMATION OF INSTRUCTIONS OF SOLE AGENCY AGREEMENT

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

TERMS AND CONDITIONS OF BUSINESS, FEES AND EXPENSES

Client(s): _____

(If the property is jointly owned, please state the names of all owners above. If the property is corporately owned the full name of the company, the company registration number and the registered office address must appear on this form, which must be signed by an authorised signatory.)

Property address: _____

Contact address: _____

Landline number: _____

Mobile number: _____

Email address: _____

Agency type:

(Tick box)

☐ **Sole agency: 1.2% Flat Rate (minimum 12 weeks term)**

☐ **Multiple agency: 1.7% Flat Rate**

Tenure:

(Tick box)

☐ **Freehold**

☐ **Leasehold**

☐ **Leasehold plus share of freehold**

Leasehold expiry date: _____

Service charge: £_____ **Year** _____

Ground rent: £_____ **Year** _____



Other: _____

Asking price: £_____

I confirm that the above information is accurate and that I have read and understood 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.

I confirm that I wish Smart Properties & Investments Limited to commence marketing the property immediately.

This agreement will start on the date the Client signs below for a minimum period of 12 weeks (the 'Minimum Period' if instructed as Sole Agency) and will continue after the Minimum Period unless and until terminated by notice in accordance with the clause 3 (Termination of Agency).

The Property will be marketed at an initial asking price of £_____. (The asking price is not a valuation but a figure for marketing purposes.) The asking price may subsequently be changed with the Client's agreement.

I accept that in signing this document I am bound by its entire contents.

Signed: _____
(for and on behalf of seller)

Name: _____

Date: _____

1. The Property Details and Information

The Agent will need to disclose information regarding the tenure of the Property, any restrictions affecting it and any additional information which may be material to a prospective buyer (particularly where the Property is leasehold). For this purpose, the Agent may ask the Client to complete and sign a Property Information Questionnaire which the Client agrees to complete, sign and return to the Agent promptly. The Property details to be prepared by the Agent are either attached to this agreement or will be sent to the Client as soon as they have been prepared. Anything the Agent says or publishes about the Property as the Client's estate agent must not be false or misleading. It is particularly important that the Client reads the Property details carefully and immediately informs the Agent if there is anything that the Client thinks the Agent should have included or that is inaccurate or misleading.

Please remember that the Agent cannot say anything about the Property that the Agent cannot prove. For example, the Agent should not say that a home has cavity-wall insulation if there are no guarantees or invoices to show that such work has been done. The Agent is obliged to obtain the Client's agreement to the written Property details to confirm the details are accurate. Property details that have not been agreed by the Client must be marked as 'draft' or 'subject to approval'.

2. Notice of the Right to Cancel

In the event of such termination, commission will only be payable to the agent on properties which have been reserved by the Agent prior to termination and proceed to exchange of contracts as well as legal completion.



Note this is provided that the buyer has been introduced by Smart Properties & Investments Limited and the buyer proceeds to exchange contracts and complete within six months.

If you wish to cancel this contract, you must do so in writing by amending the text below and email this to sales@smartpropertiesandinvestments.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: _____

3. Termination of Agency

Either party can terminate this agreement by giving 28 days' notice to the other in writing and to expire at the end of or after the last day of the Minimum Period. The Agent shall be entitled to terminate this Agency Agreement at any time by giving written notice to the Client to that effect if:

- The Client is in breach of any of his obligations in this Agency Agreement and (if the breach is capable of remedy) fails to remedy the same within seven days of notice in writing from the Agent to do so: or
- The Client materially or persistently breaches his obligations in this Agency Agreement.

4. Sole Agency

Where the Agent acts on behalf of the Seller(s) as Sole agents, the Seller(s) will be liable to pay remuneration to the Agents, in addition to any other costs or charges agreed. If at any time unconditional contracts for sale of the Property are exchanged with a Buyer introduced by the Agent during the period of their Sole Agency, or with whom the Agent had negotiations about the Property during that period, or with a Buyer introduced by another Agent during that period. The Agent will be able to claim the agreed commission for a period of six months after the expiry of the Sole Agency agreement. If a Buyer is introduced during the Sole Agency period, goes on to purchase the property within six months of expiry of the agreement. Sole Agency instructions are a minimum contract period of 12 weeks. Either party may terminate such a contract by giving 28 days' notice in writing and must email to sales@smartpropertiesandinvestments.com. Such notice cannot be served less than 28 days prior to the end of the minimum term period of instruction. Sole Agency commission fees are payable in the circumstances outlined in this agreement. Fees become due at exchange of contracts or (if there is no contract) upon completion of the sale. The Client is responsible for the payment of these fees which are payable no later than three working days after completion or 28 days after exchange of contracts on the Property, whichever is sooner. In practice, the agent will usually submit its invoice to the client's solicitors/conveyancer for settlement in accordance with the above terms on the client's behalf.

If the invoice remains unpaid after the due payment date the agent reserves the right to charge daily interest on the outstanding balance at an annual rate of interest of 4% above Bank of England base rate from the due payment date until payment is received in full.

5. Withdrawal Charges

If the Agency Agreement is terminated by the Client or the Property is sold other than in circumstances entitling the Agent to a fee as stated in these terms and conditions, the Client will pay to the Agent a withdrawal charge of **£1000.00 flat fee** plus any agreed marketing charges. The withdrawal charge will be paid by the Client within fourteen days of withdrawal. This does not affect the Client's rights to withdraw or withhold payment where the Agent has failed in its obligations and responsibilities to the Client under this agreement.

6. Offers

The Agent will promptly forward to the Client details in writing of 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 Client has specifically instructed the Agent, in writing, not to pass on. The Agent will promptly forward to the Client details in writing of 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 Client has specifically instructed the Agent, in writing, not to pass on. An electronic record of all offers received will be kept (including the date and time the Agent received such offers 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 buyer, whether introduced by the Agent or not, that are made without the knowledge of the Agent.

7. Energy Performance Certificates (EPCs)

It is a legal requirement to have an EPC before marketing can commence on your property. We can arrange this for you at a cost of £102.00 Flat Fee (Based on 1-3-bedroom properties).

8. Fees Payable

Fees are calculated as a percentage (%) of the sale price achieved as a flat fee at the prevailing rate. Should this be higher or lower than the asking price, Smart Properties & Investments Limited fees will be correspondingly higher or lower. For all Sole Agency instructions, this percentage is at a rate of 1.2% flat fee. On a Sole Agency instruction our fees of 1.2% for a £400,000.00 property would be £4800.00. The sale price will be deemed to include any extra prices for fixtures, fittings, goods, carpets, curtains and other such related items. 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 Smart Properties & Investments Limited to sell the property. Smart Properties & Investments Limited will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser that Smart Properties & Investments Limited has introduced within six months of the date instruction ended. However, will give up its rights to any commission fee if a purchaser first introduced by Smart Properties & Investments Limited 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 Smart Properties & Investments Limited instruction ended. If no other estate agent is involved, this time limit extends to 2 years.

9. Double Commission Warning

The Client may be liable to pay agency fees to more than one agent if:

- The Client has previously instructed another agent to sell the same property on a sole agency or multiple agency; or
- The Client instructs another agent during or after the period of the Agent's multiple agency.

10. Marketing

The Client agrees that details of the Client's property may appear on such property websites as seen fit by the Agent.

Yes ☐ No ☐ (Please check box)

The Agent may recommend additional marketing activity for the Property and will 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 fourteen days of the date on it (or within fourteen days of withdrawal of the Property from the market, whichever is earlier). Where an offer has been accepted subject to contract, the Agent will consult and take the Client's instructions as to whether the Property should be withdrawn from the market or continue to be marketed. In the latter case, the Agent is under a duty to advise the prospective buyer in writing.

11. For Sale Boards

The Agent requires permission to 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 Country Planning (Control of Advertisements)(England) Regulations 2007 or such other regulations as may apply in the locality of the Property.



Yes ☐ No ☐ (Please check box)

The Client consents that the Agent may erect a For Sale board at the Property:

The Agent accepts liability for any claim arising under such 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.

12. Disclosure Requirements

As 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 Smart Properties & Investments Limited immediately.

Does the agent or estate agency have any personal interest in the property?

Yes ☐ No ☐ (Please check box)

If yes describe the personal interest:

The agent must also inform the seller(s) of any services i.e., mortgage, solicitor etc. they have offered any potential buyers who have made an offer on the property. Consumer Protection from Unfair Trading Regulations 2008: The agent will take reasonable steps to make sure that all statements, written or oral, about the property are accurate and not misleading. The written details and photographs (sales particulars) must be sent to the seller(s) for them to confirm the details are accurate.

13. 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. If keys are lost or unaccounted for, Smart Properties & Investments Limited liability is strictly limited to the cost of cutting a new set of keys only.

14. Access to the Property

If the Agent holds the keys to the Property, the Agent will accompany any viewings of the Property, unless the Agent and Client agree otherwise in writing. If the Agent is arranging for someone to view unoccupied property, the Agent will agree the arrangements with the occupier beforehand. The Client agrees to co-operate in the arrangement of viewings of the Property and to permit the same at reasonable times on reasonable notice. It is the Agent's usual practice to release the keys of the Property to certain professionals who require access, such as surveyors acting on behalf of Buyers. In order to avoid delaying the sale, once the Agent has established their identity, they are permitted to inspect the Property unaccompanied. Please advise the Agent immediately if this is NOT acceptable to the Client. The Agent will seek the Client's permission before allowing unaccompanied visits by any other third parties such as trades people or representatives of any utility companies.

15. In-House Complaints Handling

If you have a complaint about any of the services we have provided, we ask you to put it in writing to the Director of Smart Properties & Investments Limited by email. The director will respond in line with the time frames set out below. Once received, we will send you a letter acknowledging receipt of your complaint within three working days, enclosing a copy of this procedure for your records. We will then fully investigate your complaint. This will be dealt with by the director who will review your file and speak to the member of staff who dealt with you.



A formal written report of the investigation will be issued to you within 15 working days of sending our original acknowledgment letter. If you are not satisfied following our in-house complaint procedure you can request an independent review from The Property Redress Scheme.

16. Anti-Money Laundering Regulations (AML)

Smart Properties & Investments Limited is subject to the Money Laundering Regulations 2017. As a result, we will need to obtain and hold evidence confirming your identity and proof of your address. We will be unable to proceed with any work on your behalf until we obtain this from you. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property and confirmation of the source or destination of funds may also be requested.

17. Data protection and Privacy Policy

The Agent is registered under the Data Protection Act 2018 and complies with the provisions of that Act and with the GDPR. The Agent's Privacy Policy is provided to the Client in writing on or before the signing of this Agency Agreement sets out in detail the personal information about the Client that the Agent will collect and process, how the Agent may use and share it with others, for how long the Agent shall retain it and the Client's rights in respect of it. The Client's contact details may also be used in any monitoring/survey process in order to ensure compliance with data protection legislation.

18. 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 Smart Properties & Investments Limited the identity of the purchaser prior to exchange of contracts.

19. Copyright

Smart Properties & Investments Limited retains the copyright to all sales particulars, photographs, floor plans and advertisements in respect of the Property, none of which may be reproduced without the Agent's express written consent.

20. Discrimination

The Agent will not discriminate against any person contrary to the provisions of the Equality Acts 2006 or 2010. The Agent will not discriminate or threaten to discriminate against any prospective Buyer of the Property because that person declines to accept that the Agent will (directly or indirectly) provide related services to them.

21. Rules of Conduct

The Agent is a member of the National Association of Estate Agents (Propertymark) and has agreed to abide by its Rules of Conduct.

22. Jurisdiction

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

23. Entire Agreement and Variations

This contract constitutes the entire agreement between Smart Properties & Investments Limited and the Seller and supersedes all prior agreements, understandings, representations or communications between the parties.

No amendment or variation to this contract will have any contractual effect unless approved in writing by the Director of Smart Properties & Investments Limited.



COMMENCEMENT OF SERVICES

Before signing this agreement, the Client should ensure that the Client has read carefully the terms of the agreement and asked for clarification of any issue that is not understood.

By signing this Agreement, the Client is entering into a legally binding agreement and confirms that the Client has read and agrees to the terms and conditions of this Agreement.

The Client acknowledges and warrants that by appointing the Agent the Client is contracting on behalf of the Client and all owners of the Property.

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 Smart Properties & Investments Limited to commence marketing the property immediately.

Right to Cancel

The Consumer Contracts (information, Cancellation and Additional Charges) Regulations (2013)

When you sign this agreement away from our office you have a right to cancel.

You have the right to cancel this contract within 14 days without giving a reason.

The cancellation period will expire 14 days from the conclusion of the contract.

To exercise the right to cancel, you must inform us, Smart Properties & Investments Limited by post to Suite 2049, Kent Space Ebbsfleet Ltd, Fleet House, Springhead Enterprise Park, Springhead Road, Northfleet, Kent, DA11 8HJ or email sales@smartpropertiesandinvestments.com of your decision to cancel this contract in a clear statement (e.g., a letter sent by post or email). You may use the attached cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation:

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement. However, any work undertaken in accordance with this contract prior to the cancellation will be payable to Smart Properties & Investments Limited and/or their approved contractors.

If you requested to begin the performance of services during the cancellation period, you will be required to pay Smart Properties & Investments Limited an amount which is in proportion to what has been performed until the communication of cancellation of this contract was sent to us, in comparison with the full coverage of the service requested.

Cancellation Form

To: Smart Properties & Investments Limited
Suite 2049, Kent Space Ebbsfleet Ltd, Fleet House,
Springhead Enterprise Park, Springhead Road,
Northfleet, Kent, DA11 8HJ

I / we* hereby give notice that I / we*cancel my / our* contract for the supply of services as detailed in the letting / sale* agreement relating to the property detailed below, ordered on [insert date of agreement]

Address of the property:

Name of the consumer(s):



Address of the consumer(s):
Signature(s) of the consumer(s):
Date:

*delete as appropriate

YOU SHOULD NOT SIGN THIS AGREEMENT UNLESS YOU AGREE TO THE TERMS

Signed: _____ Date: _____

Agent: _____

Signed: _____ Date: _____

Seller(s): _____

Address: _____