

# Sales Terms and Conditions of business, fees and expenses

Client: \_\_\_\_\_

Property address: \_\_\_\_\_

Contact address: \_\_\_\_\_

Daytime tel: \_\_\_\_\_

Home tel: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Agency type:

(Tick box)

Sole agency: 1.0% Inclusive  
(12 week minimum term)

Multiple agency: 1.5%

Tenure:  Freehold  Leasehold  
(delete as appropriate)

Expiry date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ + Share of freehold (Y/N)

Service charge: £ \_\_\_\_\_ or \_\_\_\_\_ % pa

Ground rent: £ \_\_\_\_\_ or \_\_\_\_\_ % pa

Other: \_\_\_\_\_

Asking price: £ \_\_\_\_\_

## Notice of the Right to Cancel

You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 **within 14 calendar days** from the date upon which it was signed. Notice of Cancellation MUST BE IN WRITING and should be delivered or emailed to [sales@clickthatproperty.com](mailto:sales@clickthatproperty.com). Any Notice of Cancellation is deemed served on the day that it is delivered, posted or sent.

If you have given us your written agreement to market your property within the cancellation period you will be required to pay our commission fees if we have introduced a purchaser to your property prior to your serving a Notice of Cancellation.

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 and confirm that I wish Click That Property to commence marketing the property immediately. I accept that in signing this document I am bound by its entire contents.

Signed: \_\_\_\_\_  
(for and on behalf of seller)

Name: \_\_\_\_\_

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



We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the sale of your property to The Property Ombudsman, if you or the applicant has registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

Click That Property Limited, Britannia House, Leagrave Road, Luton, LU3 1RJ | 01582 729292 | [Info@clickthatproperty.com](mailto:Info@clickthatproperty.com) | [www.clickthatproperty.com](http://www.clickthatproperty.com)

## Sole agency

Where Click That Property act on your behalf as your sole agent, you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period; or with a purchaser introduced by another agent during that period. Sole agency instructions, including Open House which is only available on a sole agency basis, are subject to a minimum contract period of 12 weeks. Either party may terminate such a contract by giving four weeks' notice in writing. Such notice cannot be served prior to the eighth week of instruction due to this minimum period.

## Multiple Agency

Where Click That Property is instructed along with other agents, you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us; or with a purchaser to whose attention we brought the availability of the property. A multiple agency instruction can be terminated at any time by either party by giving four weeks' notice in writing.

## Asset Transfer

For the avoidance of doubt and without prejudice to the above it is the intention of the parties to this agreement that any purchase by way of asset transfer will be effected to maximise efficiencies and that such a transfer will be treated as if it was a sale of property for the purposes of this agreement.

## Energy Performance Certificates (EPCs)

It is a legal requirement to have commissioned an EPC before marketing can commence on your property. Click That Property can arrange this for you at a cost of £118.80 inc VAT.

## Sub instruction

Click That Property reserves the right to sub-instruct other agencies at any time during our agency if we consider that this would be in your best interests. This will not involve any extra costs and all viewings and negotiations will be co-ordinated by Click That Property.

## Fees payable

Click That Property fees are calculated as a percentage (%) of the sale price achieved at the prevailing rate. As Click That Property fees are based on a percentage of the price achieved, should this be higher or lower than the asking price, Click That Property fees will be correspondingly higher or lower. For all sole agency instructions, this percentage is at a rate of 1% No VAT. For all multiple agency instructions, this percentage is at a rate of 1.5% No VAT. For example, on a sole agency instruction our fees of 1% for a £400,000 property would be £4000. On a multiple agency instruction our fees of 1.5% for a £400,000 property would be £6000. All agency commissions are subject to a minimum fee of £1200. The sale price will be deemed to include any extra prices for fixtures, fittings, goods, chattels, carpets, curtains and other such related items.

## Responsibility of fees

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 Click That Property to sell the property. Click That Property will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser that Click That Property has introduced within six months of the date the instruction ended. However, Click That Property will give up its rights to any commission fee if a purchaser first introduced by Click That Property 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 Click That Property instruction ended. If no other estate agent is introduced, this time limit will not apply. There may be a dual fee liability if:

- the seller has previously instructed another agent to sell the same property on a sole agency, joint sole agency or a sole selling rights basis; or
- that seller instructs another agent during or after the period of Click That Property sole agency or joint sole agency.

## Time and payment of fees

All Click That Property fees become due and payable upon exchange of contracts. However, and at the discretion of Click That Property, fees may be paid out of completion monies. On signing this document, you are hereby authorising your lawyers to pay our fees out of the sale proceeds.

## Interest

We reserve the right to charge interest from the date of exchange of contracts on any amounts still outstanding 28 days after Click That Property fees are first demanded. The prescribed rate of interest shall be 2% of the balance for every month that passes as at the date they are first demanded and payable from that date.

## Connected persons

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 Click That Property immediately.

## Related services

A purchaser may wish to instruct us about a related service. Click That Property does offer such services to purchasers including the following: the sale or rental of this or another property and management of property. Where this occurs, Click That Property or its employees may receive a fee. Any commission or other income earned by Click That Property while carrying out our duties as agent for the sale of the property, for example by referrals to third party EPC suppliers or solicitors, will be retained by Click That Property.

## 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.

## Complaints procedure

Should you have any problems with Click That Property service which you are unable to resolve with the Negotiator involved you should write to the Sales Director. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days. If you remain dissatisfied, you should refer the matter to The Property Ombudsman (TPO) within six months for a review.

## Anti-Money Laundering Regulations

Click That Property is subject to the Money Laundering Regulations 2007. As a result we will need to ask you for suitable identification and will be unable to proceed with any work on your behalf if we are unable to obtain this from you.

## Data protection and privacy policy

Click That Property is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. We will keep your personal information secure. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: Sales Director, Click That Property, Britannia House, Leagrave Road, Luton, LU3 1RJ

## 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 Click That Property the identity of the purchaser prior to exchange of contracts.

## Entire agreement and variations

This contract constitutes the entire agreement between Click That Property 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 a Director of.