

Sales Agreement



TO BE READ WITH ATTACHED TERMS AND CONDITIONS

This Agreement sets out the terms and conditions under which Next Home Ltd (“the Agent”) will act for you in the sale of your Property. Please read the whole of this Agreement, which should be signed by both you (or a person with authority to act on your behalf) as Seller of the Property and by one of our Representatives.

1. Property Address

Full address _____

Postcode _____

2. Tenure (please tick box)

Freehold Leasehold

3. Seller Details (please give the names of all owners of the property) (“The Seller/You”)

Title _____

First Name _____

Surname _____

Address _____

Postcode _____

Home telephone number _____

Work telephone number _____

Mobile telephone number _____

Email address _____

Title _____

First Name _____

Surname _____

Address _____

Postcode _____

Home telephone number _____

Work telephone number _____

Mobile telephone number _____

Email address _____

4. Legal Representative for Conveyancing

Name of Firm _____

Name of conveyancer/solicitor _____

Ref _____

Firm address _____

Telephone number _____

Mobile number _____

Email address _____

5. Initial Marketing Price – Important: See Terms and

Conditions

£ _____

6. Type of Agency – Important: see Terms and Conditions

The Seller agrees to instruct the Agent on the basis of a (*please*

tick box) Next Home Ltd Agency Multiple Agency

The Agency Period is ___ weeks beginning on the date of this

Agreement.

7. Commission Fee – Important: See Terms and Conditions

The Next Home Ltd Agency Fee/Rate shall apply for the Agency Period and for any subsequent extension of the Next Home Ltd Agency. If on expiry of the Agency Period or any extension of it the Agency becomes a Multiple Agency, the Multiple Agency Fee/ Rate shall apply for the term of the Multiple Agency.

Either

Fixed Fee (if applicable) Yes No

The Commission payable to us is a fixed fee that is linked to the Initial Marketing Price but is not linked to the eventual Selling Price, as follows:-

Next Home Ltd Agency £ _____ plus VAT

TOTAL £ _____

Multiple Agency £ _____ plus VAT

TOTAL £ _____

Or

Percentage Fee (if applicable) Yes No

The Commission payable to us is a percentage of the price for which the Property is sold. If the Selling Price sells for more or less than the Initial Marketing Price our Fee will increase of decrease accordingly, subject to a Minimum Fee.

Our Fees

The higher of:-

The Percentage Fee which is ___ % of the Selling Price plus VAT

OR The minimum Fee of £ _____ plus VAT

TOTAL £ _____

If the Property sells for the Initial Marketing price of £ _____

the Percentage Fee will be £ _____ plus VAT

TOTAL £ _____

Multiple Agency Rate:-

The higher of:

The Percentage Fee which is ___ % of the Selling Price plus VAT

OR The Minimum Fee of £ _____ plus VAT

TOTAL £ _____

If the Property sells for the Initial Marketing price of £ _____

the Percentage Fee will be £ _____ plus VAT

TOTAL £ _____

8. Declaration of Interest – The Estate Agents Act 1979

Are you an Estate Agent or are you related to or an associate of an Estate Agent?

Yes No (*tick one box only*)

If your answer is Yes, please give details

9. Interested Parties

Has anybody shown an interest in purchasing the Property before the date of this Agreement?

Yes No (*tick one box only*)

If your answer is Yes, please give details.

10. Financial Evaluation of Prospective Buyers

Do you wish us as far as possible to take reasonable steps to find out from any prospective buyers the source and availability of the funds they have available for the purchase of the Property?

Yes No (*tick one box only*)

11. Money Laundering Regulations (MLR)

We are required by law to check your identity. We may ask you to supply at least one original document of confirmation of your identity and one original document of confirmation of your address. Any documents provided to us will be recorded and copied for audit purposes as part of our Money Laundering obligations. We may conduct searches about you with external agencies.

12. The Property Ombudsman Property Redress Scheme

We are members of the PRS and abide by the PRS Code of Practice. You agree that, in the event of you making a complaint to the PRS, we may disclose information relating to the sale of your property to the Ombudsman. You also agree that we may disclose your contact details to the PRS (who are responsible for running the TPO scheme) to assist them in the their monitoring of our compliance with the PRS Code of Practice.

13. Signatures of Agent and Seller(s)

IMPORTANT – In signing this contract you are entering into a binding legal Agreement and will be responsible for our fees. If you have instructed another Agent on a sole Agency or sole selling rights basis you must check whether by instructing us as your Agent as well, you could be liable to pay both Agents’ fees once your Property has been sold.

ON BEHALF OF THE Agent:- _____

Signature _____

Full Name (CAPITALS) _____

Date _____

ON BEHALF OF THE SELLER(S):-

I am/We are the owners/only owners of the Property

Yes No (*tick one box only*)

If your answer is No, please state the full name and whereabouts of the owner(s)/other owner(s) and provide valid authority that you are authorised to act on their behalf.

I/we have read and have been given the opportunity to ask questions and discuss any points arising in connection with this Agreement. I/we have understood the provisions of this contract

including the amounts payable and I/We agree to its terms including the terms and conditions overleaf.

Signature 1 _____

Full Name (CAPITALS) _____

Date _____

Signature 2 _____

Full Name (CAPITALS) _____

Date _____

14. Notice of Cancellation Rights (if applicable)

If the Agency Agreement is completed in your home under the Cancellation of Contracts made in a Consumer’s Home or Place of Work etc. Regulations 2008 you have the right to cancel the Agency Agreement referred to above if you wish. This right can be exercised by delivering or sending (by post or email) a written cancellation notice to us 7 days prior to cancellation.

I/we (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (*delete as appropriate*) Agency Agreement relating to the sale of (*insert address of property to be sold*)

Signed: _____

Print Name: _____

Address: _____

Date: _____