CLIENT DETAILS

SELLER REPRESENTATION

V5.0

KELLERWILLIAMS®

Client Details Form

This Client Details Form together with our Terms of Business shall form the Agreement between the company listed below, incorporated in England and Wales (“**we**”, “**us**”, “**our**” or “the Agent Company”) and you, the Vendor(s) listed below. The Agent Company operates in association with the Keller Williams Market Centre listed below, a company incorporated in England and Wales (the “**Keller Williams Market Centre**”).

Agent Company

Company name

Registered number

VAT registration number

Registered address:

Keller Williams Market Centre

Company name Blake Agents Ltd T/A Keller Williams Oxygen

Registered number 12487415

VAT registration number 358518174

Registered address:

18 York Road, Maidenhead, England, CO13 0JZ

Vendor Details 1

Your Title

Full Name

Home Tel

Mobile Tel

email

Vendor Details 2

Your Title

Full Name

Home Tel

Mobile Tel

email

Property Details

Post Code

Address

Address 2

Address for Correspondence (if different from above)

Address

Address 2

Interested Parties (as per clause 6)

KELLERWILLIAMS.

Property Marketing

Initial Marketing Price £

Appointment Type

☐ Sole Agency ☐ Sole Selling ☐ Multiple Agency ☐ Other Type

Initial Agency Period

Commencement Date

Start providing the services during the Cancellation Period ☐ Yes ☐ No

Please be aware that if you select yes, due to the costs we will then incur preparing and marketing the property, you will lose your right to cancel and receive a refund of any pre-paid fees (including the Instruction Fee) within the Cancellation Period.

Instruction Fees

Instruction Fee £

Including VAT £

Performance Fees – Sole Agency

Performance Fee rate %

Including VAT %

Fixed Performance Fee £

Including VAT £

Performance Fees – Multiple Agency

Performance Fee rate %

Including VAT %

Fixed Performance Fee £

Including VAT £

Performance Fees – Sole Selling Rights

Performance Fee rate %

Including VAT %

Fixed Performance Fee £

Including VAT £

All Performance Fees subject to a minimum of

£

Estimated total fees for agency appointment:
(Including VAT)

£

Instruction fees note:

Production Fees - VAT is included

Photography £

Floor-plan £

Virtual Tour £

Drone Footage £

Virtual Staging £

Brochure £

EPC £

Property Information Questionnaire

V5.0

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Please complete this questionnaire and return it to us as soon as possible, in accordance with our Terms Of Business. The information you provide will assist us in marketing your property in accordance with the requirements of all current legislation including the Consumer Protection from Unfair Trading Regulations (2008) (CPR). Unless otherwise advised by you, we shall assume that services, appliances, fixtures and fittings listed are in working order, all necessary planning consents have been obtained and correctly implemented, any land to be included in the sale is correctly fenced or defined on site and there are no restrictive covenants or liabilities which adversely affect the property.

Client Name	Property Address

Under the CPR it is a legal requirement to disclose anything that affects or is likely to affect the transactional decision making of the average consumer. Please therefore answer these questions fully and accurately and if necessary continue on a separate sheet.

Question	Answer	Notes and further details
Ownership / Tenure		
Are you the owner(s) of the property?		
What is the tenure? If Leasehold - Unexpired years, Ground Rent and Service Charge		
Are you the owner(s) of the property?		
The Property		
Is the Property constructed traditionally? if not, please state the type of construction		
Heating & Utilities (please give details)		
Does the property have a central heating system? If NO, please give details of heating		
Does the property have mains water, gas and electricity supplies and drainage to the main sewer? If NO, please give details		
Does the property have a Broadband connection? If YES, is it FTTC or FTTP (if known)		
Does the property have Mobile signal/coverage?		
Parking		
Is there parking at the property? if YES please provide details		
Is there any additional cost for parking?		
Rights and Restrictions		
Is the property listed?		
Are there any restrictions such as restrictive covenants or is the property in a conservation area or area of outstanding natural beauty?		
Are there any private rights of way such as easements, servitudes, or wayleaves?		
Are there any public rights of way across the property or its boundary?		

Property Information Questionnaire *Continued*

Question	Answer	Notes and further details
Building Safety		
Are there any known building safety issues, as well as any planned or required remediation works? if YES, please give details (Some examples include, but are not limited to, the presence of unsafe cladding, asbestos or subsidence)		
Flood and Erosion risk		
Has the property been flooded in the last 5 years? What are the sources of risk? E.g. nearby river, the sea or ground water levels.		
Are there any flooding or sea defences at the property?		
Planning permission and development proposals		
Is there any existing planning permission for the property?		
Is there any planned local developments that will affect the property such as a new housing development?		
Property Accessibility and Adaptations		
Is there Step-free access from the street to inside the property?		
Does the property include any accessibility ramps or lifts?		
Is there a wet room, level access shower, lateral living layout and/or wheelchair accessible doors etc?		
Coalfield or Mining Area		
Is the property is situated on a coalfield or is directly impacted by the effect of other mining activity?		
Highways		
Is access to the property from a private road?		
Are you aware of any actual or potential liability for road charges?		
Is the property located on a private estate?		
Declaration		
Is there any other information which you believe is relevant to the marketing of the property and specifically would be likely to affect the transactional decision making of the average consumer?		

Client Declaration

Once signed by both parties, this document forms a legally binding agreement between you and the Agent Company so please read it carefully before signing. Do not sign unless you have read and understood all terms and declarations.
Reference to “we” or “our” within these declarations, is a reference to multiple vendors.

- I/we agree to appoint the Agent Company in accordance with the Appointment Type specified in the Client Details form
  (i.e. either on a sole selling rights, sole agency or multiple agency basis as applicable.)
- I/we agree that I/we will be personally liable to pay the fees due under this agreement.
- I/we accept the Terms of Business and acknowledge receipt of a copy of the Terms of Business.
- I/we confirm that I am/we are the legal owner(s) of the property and/or that I am/we are authorised to sell the property.
- I/we confirm that if this agreement is not signed by all owners of the property being offered for sale then I/we herby confirm that I am/we are authorised to sign this agreement on behalf of all owners of the property.
- I/we will advise the Agent Company immediately if any aspect of the sales particulars is or becomes incorrect.
- I/we authorise the Agent Company to give notice and provide details of the agreement between me/us and the Agent Company to my/our legal representative.
- I/we authorise the Agent Company to negotiate with any purchaser of my property (or their agents) on my/our behalf, in accordance with my/our instructions.
- I/we acknowledge that the initial marketing price does not constitute a formal valuation.

Vendor 1	**Date**
Signature	
Print Name	

Vendor 2	**Date**
Signature	
Print Name	

Agent Company	**Date**
Signature	
Print Name	

V4.4

KELLER WILLIAMS – SELLER REPRESENTATION

TERMS OF BUSINESS

(A) These Terms of Business and the completed Client Details Form set out the agreement between "**you**" (the property vendor or client listed in the Client Details Form) and the Agent Company whose company details are listed in the Client Details Form ("**we**", "**us**", "**our**" or "**the Agent Company**").

(B) The Keller Williams Oxygen Market Centre (whose company details are listed in the Client Details Form) provides administration, marketing and support services to the Agent Company, including financial management and invoicing. The Keller Williams Oxygen Market Centre will invoice you on our behalf for fees and charges that become payable under the Terms of Business. By signing the Client Details Form you confirm that you will pay any payments due under this agreement to the Keller Williams Oxygen Market Centre in accordance with any invoices that you receive.

In order to instruct the Agent Company to act as your agent you must sign and return a completed copy of the Client Details Form, which is subject to these Terms of Business.

Any capitalised terms used within these Terms of Business and not defined here, shall have the meaning given to them in the Client Details Form.

1. AGENCY BASIS

1.1. You can agree to appoint us on a sole agency, sole selling rights or multiple agency basis (each as defined within the Glossary at the end of these Terms of Business).

2. Sole agency

2.1. If we are appointed to act as a sole agent:

2.1.1. you agree that during the period of our sole agency we are appointed on an exclusive basis, and you will not instruct another agent in relation to the property; and

2.1.2. you will be liable to pay Performance Fees 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:

2.1.2.1. 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

2.1.2.2. with a purchaser introduced by another agent during that period.

2.2. If we are appointed to act as a sole agent and during the period of our sole agency you instruct another agent (with or without our knowledge) we shall be entitled to calculate the Performance Fee using our current **multiple agency** Performance Fee percentage (%) specified on the Client Details Form, in place of the agreed **sole agency** percentage (%) or agreed fixed Performance Fee as applicable.

3. Sole selling rights

3.1. If we are appointed to act with sole selling rights:

3.1.1. you agree that during the period of our sole selling rights we are appointed on an exclusive basis, and you will not:

3.1.1.1. instruct another agent in relation to the property; or

3.1.1.2. market the property yourself; and

3.1.2. you will be liable to pay Performance Fees to us, in addition to any other costs or charges agreed, if unconditional contracts for the sale of the property are exchanged:

3.1.2.1. in the period during which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself; or

3.1.2.2. after expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom you had negotiations about the property during that period.

3.2. If we are appointed to act with sole selling rights and during the period of our sole selling rights you instruct another agent (with or without our knowledge) we shall be entitled to calculate the Performance Fee using our current **multiple agency** Performance Fee percentage (%) specified on the Client Details Form, in place of the agreed **sole selling rights** percentage (%) or agreed fixed Performance Fee as applicable.

4. Multiple agency

If we are appointed to act as one of a number of agents, you will be liable to pay Performance Fees 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 multiple agency or with whom we had negotiations about the property during that period.

5. APPOINTMENT DURATION

After the Initial Agency Period our appointment will continue until either you or we bring it to an end by giving the other no less than two (2) weeks' prior written notice. Such notice can be given within the Initial Agency Period to expire at the end of the Initial Agency Period.

6. INTERESTED PARTIES

Prior to entering into this agreement, you shall disclose on the Client Details Form, details of any third parties that have expressed an interest in purchasing the property, whether privately or through another agent.

7. SUB INSTRUCTION

We may at our sole discretion sub-instruct other selected agencies or intermediaries at any time during our the period of our agency appointment, if we consider that this would assist in introducing a potential purchaser for your property. This will not involve any extra costs for you and all viewings and negotiations will be coordinated by us. We will remain liable to you for the actions of any sub-instructed agent.

8. FEES

You shall pay any fees due under this agreement to the Keller Williams Oxygen Market Centre (the entity we have appointed to collect payment on our behalf) in accordance with the applicable invoice.

Instruction Fee

8.1. On or before the Commencement Date, you shall pay the Instruction Fee (as specified within the Client Details Form) to the Keller Williams Oxygen Market Centre. The Instruction Fee paid by you under this agreement is non-refundable unless you exercise your right to cancel within the Cancellation Period in accordance with clause 10.

Performance Fees

8.2. Unless a fixed Performance Fee is agreed between us in the Client Details Form, all Performance Fees shall be calculated as a percentage (%) of the ultimate sale price achieved for your property at exchange of contracts. The sale price includes any extra amount agreed for or apportioned to soft furnishing, furniture, carpets, fixtures or other chattels.

8.3. The Performance Fee percentage (%) will differ depending on whether you have appointed us with sole selling rights, as a sole agent or as a multiple agent. The applicable Performance Fee percentage (%) is specified in the Client Details Form.

8.4. All Performance Fees are subject to a minimum fee which is set out in the Client Details Form.

8.5. Performance Fees become due and payable upon exchange of contracts. However, at our sole discretion, we may accept payment of Performance Fees out of completion monies, if and so long as you provide instructions to your legal representative to pay the Performance Fees directly to the Keller Williams Oxygen Market Centre out of the proceeds of sale as soon as practicable following completion, and can evidence such instructions to us, provided the balance of any proceeds of sale is sufficient to settle the Performance Fees in full.

Production Fees, additional costs and charges

8.6. We may carry out additional services in relation to the property, including production, advertising or marketing services, subject to prior agreement with you. You shall pay any additional costs or charges agreed in advance and confirmed in writing, including any Production Fees or other additional fees specified in the Client Details Form, whether or not we sell the property.

Interest on late payment

8.7. If any fees payable by you under this agreement remain unpaid after the due date for payment, we reserve the right to charge interest on the outstanding balance, from the date payment fell due until the date payment is made, at a rate of 2% per year above the Natwest plc base rate from time to time.

9. MULTIPLE FEE LIABILITY

9.1. Please be aware that following entry into this agreement you may be liable to pay fees to us in addition to third party agents, for example if you:

9.1.1. have previously instructed another agent to sell the same property on a sole agency, joint sole agency or a sole selling rights basis; or

9.1.2. instruct another agent during or after appointing us with sole selling rights or as a sole agent.

10. RIGHT TO CANCEL

10.1. If you have signed this agreement in any location other than at our offices, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the right to cancel the agreement at any time within a period of fourteen (14) from the date of signature (the "**Cancellation Period**") and receive a full refund of any pre-paid fees, without needing to give us any reason. You can do so by notifying us in writing of your intention to cancel.

10.2. To meet the cancellation deadline, it is sufficient that you have sent your cancellation notice before the Cancellation Period has expired, regardless of whether we have received it within the Cancellation Period.

10.3. We will not start providing the services during the Cancellation Period unless you ask us to. You can request for us to start providing the services during the Cancellation Period within the Client Details Form. However, you agree and acknowledge that due to the costs we will then incur preparing and marketing the property, by requesting for us to start providing the services during the Cancellation Period you will lose the right to cancel and receive a refund of any pre-paid fees, including the Instruction Fee.

10.4. If you have not requested for us to start providing the services during the Cancellation Period and decide to cancel this agreement within that Cancellation Period, we will refund any pre-paid fees including the Instruction Fee.

11. ASKING PRICE

Any marketing or promotion suggestions we make (including the initial marketing price of the property) do not constitute professional advice or a valuation. If you require a formal valuation, you should obtain this independently at your cost from a professional surveyor.

12. FOR SALE BOARD

We shall, unless otherwise instructed by you, erect a "For Sale" board at the property from the Commencement Date of our appointment.

13. RELATED SERVICES

13.1. The purchaser of your property may wish to instruct us or a member of our group companies to perform additional property related services. If they do so, we will notify you. These additional property services might include:

13.1.1. the sale or purchase of a residential or commercial property;

13.1.2. the rental of a property;

13.1.3. the provision of financial services, including mortgages;

13.1.4. property conveyancing;

13.1.5. removal services;

13.1.6. property surveys; and/or

13.1.7. property management.

Where a purchaser requests that we provide these services, we, our group companies or our employees may receive a fee or commission. These property related services are also available to you.

14. UNOCCUPIED/UNINHABITED PROPERTY

We are not responsible for the security, maintenance or repair of the property unless we negligently fail to secure the property after an accompanied viewing. If the property is unoccupied or uninhabited, it is your responsibility to ensure that mains services are turned off, water and heating systems professionally drained and insurers notified.

15. PERSONAL INFORMATION

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available on our website, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

16. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in images, videos, floor plans, reports and other documentation commissioned for or prepared by us in relation to this agreement shall be owned by us or our third-party licensors, unless we agree otherwise with you in writing.

17. LIABILITY

17.1. If we fail to comply with any term of this agreement, we are responsible for loss or damage that you suffer which is a foreseeable result of our:

17.1.1. breach of this agreement; or

17.1.2. negligence,

however we will not be responsible for any loss or damage that was not foreseeable to you and us when we entered into this agreement. Loss or damage is foreseeable if it was an obvious consequence of the breach or if it was contemplated by you and us at the time we entered into this agreement.

17.2. In addition, we will not be liable for:

17.2.1. loss or damage that was not caused by any breach or negligence on our part;

17.2.2. business losses; or

17.2.3. loss or damage to non-consumers.

17.3. We do not exclude or limit in any way our liability that cannot be excluded or limited by law, for example liability for death or personal injury or fraud or fraudulent misrepresentation.

17.4. We accept no liability or responsibility for the maintenance or repair of the property at any time.

18. CONNECTED PERSONS

18.1. We are required to disclose, both to you and any purchaser, any direct or indirect connection that we or any of our employees or associated agents may have with either party, or with any member of their respective families.

18.2. We will notify you of any such interests as soon as possible after we become aware.

18.3. If you become aware of any such interests, you must also notify us as soon as possible.

19. COMPLAINTS PROCEDURE AND THE PROPERTY REDRESS SCHEME

19.1. Please contact us if you have any query or concern about the services provided by us to you under this agreement. We hope we will be able to resolve any issues you may have.

19.2. Should you have any query or concern which we have been unable to resolve for you, you should write to us to make a formal complaint. Your complaint will be acknowledged within three (3) working days of receipt and we will provide a copy of our complaints procedure and commence an internal investigation. If you otherwise require a copy of our complaints procedure, this is available from us at any time.

19.3. A written outcome of the investigation will then be sent to you within the timeframe set out in our complaints procedure – this will usually be within ten (10) working days of our receipt of your initial complaint.

19.4. We are also members of the Property Redress Scheme for the resolution of consumer complaints that we have not been able to satisfactorily resolve. We may disclose information relating to the sale of your property to the Property Redress Scheme if you have lodged a complaint with them and they ask for us to provide this information.

20. CONSUMER PROTECTION REGULATIONS

20.1. The Consumer Protection from Unfair Trading Regulations 2008 require us to ensure that any representations or property descriptions communicated by us (whether verbal or written) are factually correct and not misleading. In addition, we need to disclose to a potential purchaser any information that would be material to their decision making.

20.2. As such, you must ensure that:

20.2.1. you promptly complete and return our property information questionnaire once you have received this from us;

20.2.2. all information provided to us by you and/or your professional advisors (including but not limited to information provided in response to our property information questionnaire) is complete, true, accurate and not misleading;

20.2.3. you inform us of all material facts relevant to our engagement and/or the property, including but not limited to planning permission or building regulation issues; and

20.2.4. you inform us of any unusual or onerous circumstances relating to the property, including but not limited to restrictions, outgoings or conditions.

21. MONEY LAUNDERING REGULATIONS

21.1. Under applicable money laundering regulations, we are required to verify the identity of all beneficial owners of the property that we are marketing and to undertake a risk assessment on the proposed transaction.

21.2. As a pre-condition of us providing services to you under this agreement, we will ask you to supply us with original copies of required identity documentation in order for us to carryout necessary identification checks. If you fail to provide the required identity documentation, we will not be able to provide estate agency services to you.

22. EQUALITY ACT 2010

Promoting equality and diversity is important to us, we are committed to promoting this in all dealings with third parties, including clients, suppliers and also our employees.

23. ANTI-CORRUPTION AND MODERN SLAVERY

We shall each comply at all times with all applicable laws relating to anti-bribery, anti-corruption and anti-slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015 (to the extent applicable).

24. TERMINATION

In addition to each of our respective termination rights under clause 5, we may terminate this agreement with immediate effect by giving written notice to you if we reasonably consider that continuing to act as your agent under this agreement could put us in breach of any applicable legal obligation.

25. GENERAL.

25.1. **Conflict.** In the event of any conflict between these Terms of Business and the Client Details Form, the Client Details Form shall prevail.

25.2. **Variations.** No variation to our agreement shall be effective unless it is in writing and signed by both parties.

25.3. **Third party rights.** No one other than a party to this agreement has any right to enforce any term of this contract.

25.4. **Severability.** If any term of this agreement (or part of any term) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other term of this agreement shall not be affected and the term shall apply with the minimum changes necessary to make it legal, valid and enforceable.

25.5. **Governing law.** The laws of England and Wales apply to this contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

25.6. **Jurisdiction.** Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

GLOSSARY

'Sole agency' – this means that you will be liable to pay remuneration to us, in addition to any other charges or costs agreed, if at any time unconditional contracts for the sale of the property are exchanged:

a) 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

b) with a purchaser introduced by another agent during that period.

'**Sole selling rights'** – this means that you will be liable to pay remuneration to us, in addition to any other charges or costs agreed, in each of the following circumstances:

a) If unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself.

b) If unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom you had negotiations about the property during that period.

'Multiple agency' – this means that you will be liable to pay Performance Fees 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 multiple agency or with whom we had negotiations about the property during that period.