Seller Representation

CLIENT DETAILS FORM · TERMS OF BUSINESS · PROPERTY INFORMATION QUESTIONNAIRE

Client details form

This Client Details Form together with our Terms of Business forms 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").

Vendor 1

TITLE

FULL NAME

HOME TEL

MOBILE TEL

EMAIL

Vendor 2

TITLE

FULL NAME

HOME TEL

MOBILE TEL

EMAIL

Interested parties (as per clause 3)

NAME AND DETAILS OF ANY THIRD PARTIES WHO HAVE EXPRESSED AN INTEREST IN PURCHASING

Property details

ADDRESS

ADDRESS 2

POST CODE

Address for correspondence (if different from above)

ADDRESS

ADDRESS 2

Agent Company

Prestige Property Folk Ltd, trading as The Property Folk

Registered number 15418722

VAT REGISTRATION NUMBER

Registered address: 16 Desiree Drive, Tewkesbury, GL20 5FZ

Keller Williams Market Centre

Blake Agents Ltd T/A Keller Williams Oxygen

Registered number 12487415

VAT registration number 358518174

Registered address: 18 York Road, Maidenhead, England, CO13 0JZ

Listing fee & appointment

Listing fee

Listing fee (percentage of the sale price)	_____ % incl. VAT _____ %

No instruction, appointment or production fees are charged. The listing fee is the only fee payable under this agreement.

Property marketing

INITIAL MARKETING PRICE £

INITIAL AGENCY PERIOD

COMMENCEMENT DATE

Appointment type Sole agency

Property information questionnaire

CLIENT NAME

PROPERTY ADDRESS

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 help us market your property in line with all current legislation, including the Consumer Protection from Unfair Trading Regulations 2008 (CPR). Unless you tell us otherwise, 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.

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 answer these questions fully and accurately and, if necessary, continue on a separate sheet.

The property

Question	Answer / notes
Is the property constructed traditionally? If not, please state the type of construction	

Ownership / tenure

Question	Answer / notes
What is the tenure?	
If leasehold – unexpired years, ground rent and service charge	
Are you the owner(s) of the property?	
Is the property listed?	

Rights and restrictions

Question	Answer / notes
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?	

Heating & utilities

Question	Answer / notes
Does the property have a central heating system? If no, please give details	
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

Question	Answer / notes
Is there parking at the property? If yes, please provide details	
Is there any additional cost for parking?	

Building safety

Question	Answer / notes
Are there any known building safety issues, or any planned or required remediation works? If yes, please give details (e.g. unsafe cladding, asbestos, subsidence)	

Planning permission & development proposals

Question	Answer / notes
Is there any existing planning permission for the property?	
Are there any planned local developments that will affect the property, such as a new housing development?	

Coalfield or mining area

Question	Answer / notes
Is the property situated on a coalfield, or directly impacted by other mining activity?	

Property accessibility & adaptations

Question	Answer / notes
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?	

Highways

Question	Answer / notes
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?	

Flood & erosion risk

Question	Answer / notes
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?	

Declaration

Question	Answer / notes
Is there any other information which you believe is relevant to the marketing of the property and 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 sole agency basis.
- 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, 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 SIGNATURE

DATE

VENDOR 1 PRINT NAME

VENDOR 2 SIGNATURE

DATE

VENDOR 2 PRINT NAME

AGENT COMPANY SIGNATURE

DATE

AGENT COMPANY PRINT NAME

Terms of Business

These Terms of Business and the completed Client Details Form set out the agreement between the property vendor or client listed in the Client Details Form ("you") and the Agent Company whose company details are listed in the Client Details Form ("we", "us", "our" or "the Agent Company"). The Keller Williams 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 Market Centre will invoice you on our behalf for fees and charges that become payable under these 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 Market Centre in accordance with any invoices that you receive.

To instruct us 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. Appointment

1.1 You appoint us as your sole agent to market and sell the property. During the period of our appointment we are appointed on an exclusive basis, and you will not instruct another agent in relation to the property (as defined within the Glossary at the end of these Terms of Business).

2. Certificates and compliance

2.1 You are responsible for arranging any certificates, reports and documents required for the sale of the property, such as an Energy Performance Certificate (EPC), gas and electrical safety certificates and any planning or building regulation documentation, and for meeting the cost of them.

2.2 We will support you with this, including by advising on what is likely to be required and helping you to arrange it.

3. Existing interested parties

6.1 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.

4. Continuing appointment

5.1 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.

5. Sub-instruction

7.1 We may at our sole discretion sub-instruct other selected agencies or intermediaries at any time during 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.

6. Listing fee

6.1 Our only fee is the listing fee. It is calculated as the percentage (%) of the ultimate sale price of the property, at exchange of contracts, specified in the Client Details Form. The sale price includes any extra amount agreed for or apportioned to soft furnishings, furniture, carpets, fixtures or other chattels.

6.2 No instruction, appointment, production or other upfront fees are charged. The listing fee is only payable if the sale of the property completes.

6.3 You shall pay the listing fee to the Keller Williams Market Centre (the entity we have appointed to collect payment on our behalf) in accordance with the applicable invoice. At our sole discretion, we may accept payment out of completion monies, if you instruct your legal representative to pay the listing fee directly to the Keller Williams Market Centre as soon as practicable following completion, and can evidence such instructions to us.

6.4 If any fee payable by you under this agreement remains unpaid after the due date for payment, the Keller Williams Market Centre reserves 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.

7. Right to cancel

7.1 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) days from the date of signature (the "Cancellation Period"), without needing to give us any reason. You can do so by notifying us in writing of your intention to cancel.

7.2 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.

7.3 We will not start providing the services during the Cancellation Period unless you ask us to. As no fee is payable unless the property sells, no charge will be made if you cancel within the Cancellation Period.

8. Marketing advice

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.

9. 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.

10. Additional services

10.1 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:

- 10.1.1 the sale or purchase of a residential or commercial property;
- 10.1.2 the rental of a property;
- 10.1.3 the provision of financial services, including mortgages;
- 10.1.4 property conveyancing;
- 10.1.5 removal services;
- 10.1.6 property surveys; and/or
- 10.1.7 property management.

10.2 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.

11. Security of the 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.

12. Protection of 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.

13. 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.

14. Liability

14.1 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:

14.1.1 breach of this agreement; or

14.1.2 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.

14.2 In addition, we will not be liable for:

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

14.2.2 business losses; or

14.2.3 loss or damage to non-consumers.

14.3 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.

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

15. Connected persons

15.1 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.

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

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

16. Complaints and the property redress scheme

16.1 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.

16.2 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.

16.3 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.

16.4 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.

17. Consumer protection regulations

17.1 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.

17.2 As such, you must ensure that:

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

17.2.2 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;

17.2.3 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

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

18. Money laundering regulations

18.1 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.

18.2 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 carry out necessary identification checks. If you fail to provide the required identity documentation, we will not be able to provide estate agency services to you.

19. Equality and diversity

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.

20. 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).

21. Termination

In addition to each of our respective termination rights under clause 4, 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.

22. General

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

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

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

22.4 **Severability.** If any term (or part of any term) of this agreement 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.

22.5 **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.

22.6 **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 means that you appoint us as your only agent for the period of our appointment and will not instruct another agent in relation to the property during that period.