



## Sole Agency Marketing Agreement

### Confirmation of Agency Terms in Accordance with Section 18 of The Estate Agents Act 1979

[And in accordance with the code of practise laid down by The Ombudsman for Estate Agents Aug 2011]

FULL Name(s)	1 <sup>st</sup> Owner			D.O.B	
	2 <sup>nd</sup> Owner			D.O.B	
Property Address (Postcode Essential)					
Owners Address (If Different)					
Property Type		No. Beds		Council Tax Band	
Viewing Arrangements:					
Original Lease Length		Lease Start Date			

1. We confirm that this is a **Sole Agency Marketing Agreement** and that Allen Heritage will be the appointed Sole Agents from the date of this agreement. The Sole Agency will continue for a period of \_\_\_ weeks and will continue thereafter unless terminated by either party giving written notice seven days in advance. If a further agency is instructed our fee will automatically rise to our multiple agency rate of 2.5% plus VAT. You will be liable to pay remuneration to **Allen Heritage** 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 the 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.

2. The property will be marketed at £\_\_\_\_\_ this does not represent a formal valuation. Marketing will commence from \_\_\_\_\_

3. In accordance with the Housing Act, you must already have or immediately order an Energy Performance Certificate. We can arrange this on your behalf for £75 + VAT. Please delete as appropriate:

**ORDER EPC FROM ALLEN HERITAGE AT A COST OF £75+ VAT / VENDOR WILL PROVIDE OWN EPC**

4. Our commission rate is \_\_\_\_\_% of the eventual selling price, plus VAT. This commission will be charged, and earned if we introduce by any means, during the period of agency, a purchaser who subsequently enters into a binding contract. Introductions may be made by means of sales particulars, newspapers or other advertisements, sale boards, letter, telephone or personal enquiry through any **Allen Heritage** office or through any sub agency.

In signing this agreement the Owner(s) agree(s) to instruct their Solicitor/Licensed conveyancer to settle, out of the proceeds of sale, the account that will be submitted by us upon exchange of contracts, for payment immediately upon completion.

Interest will automatically be charged at 4% above **Allen Heritage** banker's base rate from the date of the invoice on any account that remains unpaid 14 days after completion has taken place.

Thatch Cottage, 190 Wickham Road, Shirley, Croydon, Surrey, CR0 8BJ.  
Tel: 020 8663 4600 e: shirley@allenheritage.co.uk www.allenheritage.co.uk



The Seller will also be liable to pay a fee to **Allen Heritage** if a buyer previously introduced by **Allen Heritage** within the Sole Agency Agreement should subsequently buy the property through another estate agent within six months of the termination of the Sole Agency agreement. If no other estate agent is involved, this time limit will not apply. It is confirmed that no introduction of a prospective buyer for the property has already been made.

5. **Allen Heritage** will erect a 'FOR SALE' board at the above named property. The Town and Country Planning (Control Advertisement) – (amendment no. 2) – Regulation 1987 in respect of estate agents boards permits the display of only one board per property. The seller may be liable to prosecution for breach of this regulation.

6. In accordance with the Estate Agents' (Provision of Information) regulations 1991, we are obliged to inform you that we intend offering to prospective purchasers Financial Services, Insurance and Conveyancing and be entitled to receive commission in respect of these services.

Financial Services refers to the arrangement of mortgages, insurances and other investment products. **Allen Heritage** confirms that we will forward to you promptly and accurately all offers received from prospective purchasers and will not prefer one such purchaser above another solely because they have agreed to engage this partnership to provide any services mentioned above. It is company policy to notify you in writing as the Seller of the property if we are making arrangements to provide any of these services for the purchaser.

7. **Dual Fee Liability.** If you have instructed another agent on a Sole Agency and / or sole selling rights, you must check whether by instructing us as your agent as well, you will be liable to pay both agents fees once your property is sold. You will be liable to pay our fee in addition to that of any other agent in the event that the property is sold to a buyer introduced by us or any other agent during our Sole Agency period.

8. The Property Misdemeanors Act 1991 makes it an offence to make a false or misleading statement or omission about your property. Details of your property will be made available on line prior to the commencement of marketing. By allowing marketing to commence you are confirming that these details are a correct and are an accurate description. You must also advise us of any change to your property that would make the prepared details inaccurate.

9. **Conveyancing.** We advise our clients to only use recommended conveyancers. We will therefore arrange for our preferred company to contact you in order to provide a quotation for your conveyancing costs.

10. Under section 21 of the Estate Agents Act 1979 the agent is obliged to disclose to any prospective purchaser any business or family relationship which the Seller may have with the agent, employee of the agent or any associated company. The Seller should indicate below if aware of any such relationship.

**YES / NO** If YES details of disclosure .....

11. We are members of the OEA and abide by the OEA code of practice. You agree that we may disclose information relating to the sale of your property to the Ombudsman, if you have registered a complaint and he asks for it. You also agree that we may disclose your details to OEA Limited if they ask for it to assist in their monitoring of our compliance of the code of practice

12. **Our Complaints Procedure.** If you feel you have cause to make a formal complaint please do so in writing to the respective Manager. Your complaint will be acknowledged within 3 working days and, in accordance with established in-house procedures, thoroughly investigated and a reply sent within 21 days working days of your initial communication. If you are not satisfied with the reply you may ask that an independent Manager review your complaint and the process will be repeated. If the second reply fails to satisfy your grievance then you may refer the complaint to the Managing Director, Rob Allen MNAEA MARLA who will present a final review within the same timescales.

In the event that the final review fails to satisfy your grievance you are at liberty to have the matter referred to The Property Ombudsman, to whom information will be provided by this firm. You are also entitled to have your grievance referred to The Property Ombudsman should we fail to deal with this matter expeditiously i.e. within 3 months from the date of written notification to ourselves.

Thatch Cottage, 190 Wickham Road, Shirley, Croydon, Surrey, CR0 8BJ.  
Tel: 020 8663 4600 e: shirley@allenheritage.co.uk www.allenheritage.co.uk



13. By signing this agreement you agree to the performance of our Service before the end of the usual (7) seven day cooling off period, provided as a cancellation right under the Distance Selling Laws, which would (but for the inclusion of this clause) otherwise end (7) seven days after the date of this agreement, because you do not wish to wait until the end of the cooling off period before this Service is performed.

14. As a requirement of the Money Laundering Regulations (2007) we are required to check the identity of the Vendor

**Identity Verification**

Evidence	Ref/Account No.	Issuing Authority	Place of Birth	Expiry/Issue Date	Confirms Address/ID?
Current Signed Passport					
Current UK/EU Licence					
Pension or Benefits Book					
Recent Mort. Statement					
Current Council Bill					
Bank Statement/Passbook					
Utility Bill (not Mobile)					

**(Allen Heritage to Complete) I Certify That:**

*I have verified the identity of the above seller having seen the original documents, checking that any requiring a signature have been pre-signed, confirmed that any associated photograph of the client bore a true likeness.*

**or**

*I have not verified the identity of the client as they are previously known to us*

Full Name:..... Signature:..... Date:.....

**Client To Sign Here:**

I / We confirm that sufficient time was given to read and understand these terms and conditions before signing the agreement and that I am aware that I am entering into a legally binding agreement. It is also confirmed that I / we have the full legal right to enter into this agreement and that I have the legal authority to sell the property.

Full Name:..... **In the Capacity of Owner/ Executor/Power of Attorney**  
*(delete as appropriate)*

Signature:..... Date:.....

Second Full Name:..... **In the Capacity of Owner/ Executor/Power of Attorney**  
*(delete as appropriate)*

Signature:..... Date:.....

The Seller should sign on behalf of all co-sellers. If for any reason the co-seller many not give consent to the sale of the property (e.g. a sale arising from a matrimonial settlement), this form should be signed by the co-seller as well.

Thatch Cottage, 190 Wickham Road, Shirley, Croydon, Surrey, CR0 8BJ.  
Tel: 020 8663 4600 e: shirley@allenheritage.co.uk www.allenheritage.co.uk