

SALES TERMS & CONDITIONS

Client(s)

(If the property is jointly owned please state the names of all owners. If the property is corporately owned the full name of the company, the company registration number and the registered office address must appear on the form which must be signed by an authorised signatory.)

Property Address

Contact Address

Home Tel

Mobile

Email

Agency Type

- Sole Agency 1.5% NO VAT (8 weeks minimum terms)
 Multiple Agencies 2.5% NO VAT (8 weeks minimum terms)

Tenure

- Freehold
 Leasehold

Lease Terms (years)

Share of Freehold (Y/N)

Service Charge

£

Ground Rent

£

Other

Asking Price

£

TERMS AND CONDITIONS OF BUSINESS, FEES AND EXPENSES

Sole Agency

Where Blackstones Residential 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 Blackstones Residential 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. Blackstones Residential can arrange this for you at a cost of £80 NO VAT.

Sub Instruction

Blackstones Residential 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 Blackstones Residential.

Fees Payable

Blackstones Residential fees are calculated as a percentage of the sale price achieved at the prevailing rate. As Blackstones Residential fees are based on a percentage of the price achieved, should this be higher or lower than the asking price, Blackstones Residential fees will be correspondingly higher or lower.

- For all sole agency instructions, this percentage is at a rate of 1.5% NO VAT.
- For all multiple agency instructions, this percentage is at a rate of 2.5% NO VAT.

For example, on a sole agency instruction our fees of 1.5% for a £500,000 property would be £7,500 NO VAT. On a multiple agency instruction our fees of 2.5% for a £500,000 property would be £12,500 NO VAT. 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 Blackstones Residential to sell the property. Blackstones Residential will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser that Blackstones Residential has introduced within six months of the date Blackstones Residential instruction ended. However, Blackstones Residential will give up its rights to any commission fee if a purchaser first introduced by Blackstones Residential 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 Blackstones Residential instruction ended. If no other estate agent is introduced, this time limit will not apply. There may be a dual fee liability if:

- a) 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
- b) That seller instructs another agent during or after the period of Blackstones Residential sole agency or joint sole agency.

Time and Payment of Fees

All Blackstones Residential fees become due and payable upon exchange of contracts. However, and at the discretion of Blackstones Residential, 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 Blackstones Residential fees are first demanded. The prescribed rate of interest shall be 2% above the Bank of England base rate 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 Blackstones Residential immediately.

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. Blackstones Residential secure key tag system ensures that third parties cannot identify which property a set of keys belongs to, therefore, in the event that keys are lost or unaccounted for, Blackstones Residential liability is strictly limited to the cost of cutting a new set of keys.

Complaints Procedure

Should you have any problems with Blackstones Residential service which you are unable to resolve with the Negotiator involved or the branch Manager, you should write to the Director for the department in question. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within 15 working days. If you remain dissatisfied, you should write to the Director of Customer Services and Compliance (DCSC). The same time limits will apply. Following the DCSC's investigation, a written statement expressing Blackstones Residential' final view will be sent to you and will include any offer made. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman (TPO) within 12 months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers.

Anti-Money Laundering Regulations (AML)

Blackstones Residential is subject to the Money Laundering Regulations 2007. As a result we will need to obtain and hold evidence confirming your identity and proof of your address. We will be unable to proceed with any work on your behalf until we obtain this from you. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property and confirmation of the source or destination of funds may also be requested.

Data Protection and Privacy Policy

Blackstones Residential is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. In the provision of our services, we may instruct other organisations to process personal data on our behalf and/or share personal data with law enforcement agencies, which may also involve the transfer of data outside the European Economic Area. We are committed to ensuring that your personal data is always dealt with securely and in strict compliance with the Act. 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:

Blackstones Residential,
Unit 1
3 Limeharbour,
London,
E14 9LS

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 Blackstones Residential the identity of the purchaser prior to exchange of contracts.

Jurisdiction

The High Court and the County Courts of England and Wales shall have jurisdiction over this agreement.

Entire Agreement and Variations

This contract constitutes the entire agreement between Blackstones Residential and the seller and supersedes all prior agreement, understands, 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 Blackstones Residential.

The Property Ombudsman

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

Others

Blackstones will be your representative agent and will be able to instruct other agent to market your property to find a suitable buyer. The fees will be shared between both agents.

DECLARATION

I/We confirm that the above information is accurate and that I/We have read and understood the terms and condition contained within this document. I/We wish Blackstones Residential to commence marketing the property immediately. I/We accept that signing this document I/We are bound by its entire content.

Name(s)

Date

Signed on behalf of the seller

CANCELLATION FORM

You may have the right to cancel the contract under the Consumer Contracts Information, Cancellation and Additional Charges Regulations 2013 within 14 days from the date upon which it was signed. Notice of Cancellation must be in writing and should be delivered or sent by post to the Blackstones Residential, Unit 1, 3 Limeharbour, London E14 9LS; or email to contact@blackstonesresidential.com. Any Notice of Cancellation is deemed served on the day that is delivered, posted or sent.

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

If you wish to cancel this contract you must do so in writing and you may complete this section to do so. Please ensure that it is delivered or sent to the address above, or emailed to contact@blackstonesresidential.com

I/We hereby give notice to cancel the contract relating to the following property:

Name(s)

Date

Address(s)

Signed