



AGENCY TERMS OF BUSINESS - Updated April 2022

SOLE AGENCY AGREEMENT – NO SALE NO FEE

In signing you confirm that no introduction of a prospective buyer has already been introduced to the property. Should you exchange with a purchaser introduced by us during our sole agency period you would become liable to pay commission to us, along with any other costs agreed, if at any time unconditional contracts for the sale of the property are exchanged. In the event of another agent being instructed during our sole agency period, the commission rate will automatically revert to our standard commission rate.

SOLE AGENCY AGREEMENT – PAYMENT UPFRONT

In agreeing to instruct St. George Property Group LTD to advertise your property For Sale, you agree to pay them the commission entitlement of £1195.00 up front, in advance, and upon signing our marketing agreement to commence the marketing.

This commission entitlement will be required respective of the property proceeding to exchange of contracts or not, and is non-refundable under any circumstance. In short; this is an up-front payment regardless of the property selling/agreeing a sale, or not.

Should a sale result and proceed to exchange of contracts, the advance payment of £1195.00 (+ VAT) is all you will pay St. George Property Group LTD, unless you agree any extra items that will be written, and agreed at such times, and added to this agreement as an addendum.

Agreement contract term is 12 months from the date of signing. During the contract term, it is under Directors discretion to release from Sole Agency should you the vendor, consider appointing more than one Estate Agent. Under no circumstances is any of the upfront payment refundable. You can cancel our agreement at any time, but no refund will be made.

STANDARD COMMISSION RATE (DISCOUNTED UNLESS TERMS OF AGREEMENT ARE BROKEN)

2% of the eventual contracted agreed sale price + VAT and subject to a minimum fee of £1500.00 + VAT.

COMMISSION ENTITLEMENT – NO SALE NO FEE

The fee will be earned by St. George Property Group LTD if we introduce, directly or indirectly, or we had negotiations about the property with during our sole agency agreement; a person who exchanges contracts in agreement to purchase the property.

PAYMENT OF COMMISSION – NO SALE NO FEE

Commission becomes liable for payment upon exchange of contracts. You in signing confirm to give authority to your legal representative appointed to pay our agreed charges from the proceeds of the sale.

COMMISSION DISCOUNT

Any discount or price reduction agreed from our standard commission rate is dependent on payment being made in full within 10 days of legal completion of the sale. In the unlikely event that completion does not take place after exchange of contracts, our commission entitlement will still be required for payment as per the terms and conditions of this agreement, and payment will be required within 10 days of the date completion was set.

ASKING PRICE

This is not a formal valuation of the property and may change throughout the term, but this will not affect this agreement.

CONSUMER PROTECTION REGULATION

In order to comply with requirements of the Consumer Protection Regulation; good practice is to act in good faith standards of skill and care, not to mislead, give false information nor misleading omissions; and therefore all fixtures and fittings that are mentioned in our property sales particulars will be deemed to be included in the sale unless otherwise specified in writing.

MONEY LAUNDERING LEGISLATION

Following government legislation, we are obliged to confirm the identity of each and every vendor of the property. Therefore, please provide us with proof of identification in the form of Photostat copy of your Passport, Driving License and a Utility bill. If for any reason you are unable to provide your own copies please visit the office and we will be happy to assist.

DATA PROTECTION – April 2022

St. George Property Group LTD take Data Protection very seriously and follow codes of practice to ensure your information is collected and stored correctly. In signing this agreement, you agree in allowing St. George Property Group LTD to share certain information with services that may request or require your information to complete and assist a property sales transaction. An example of this is passing your contact details onto a Surveyor for mortgage valuation access. Please see our Privacy Notice. You have the options to opt in, or out, below.

In signing I confirm I wish to opt out.

SIGNATURE:

ENERGY PERFORMANCE CERTIFICATES

In order to commence the marketing of a property For Sale, St. George Property Group LTD need to ensure the property has an up-to-date Energy Performance Certificate (EPC). If one is required, we can help you source one. However, we are able to confirm with the EPC register if your property has one, and if it is up-to-date.

MULTI AGENCY AGREEMENT AND TERMINATION OF CONTRACT

St. George Property Group LTD will continue to act as your sole agent until such time as you give us written confirmation converting this agreement to a multiple agency instruction. At which point our commission rate will automatically revert to the standard commission rate unless otherwise agreed in writing by ourselves. The agreement may be terminated by either party, by giving 14 days written notice provided that our sole agency period will have elapsed.

FOR SALE AND SOLD BOARDS

St. George Property Group LTD will erect a for sale board followed by/or a sold board as soon as possible. The Town and Country planning regulation permits the display of only one for sale/sold board and you agree not to display any other sale boards whilst ours is erect.

WITHDRAWING FROM AN AGREED SALE – NO SALE NO FEE

Should you withdraw from an agreed sale that has been agreed on your property, an administration fee of £250.00 + VAT will become payable within 10 days of the date you withdrew from the sale. However, should you re-instruct us to sell the property within 24 months, and the sale exchanges and completes, the administration fee will be deducted from your final account.

NOTICE OF RIGHT TO CANCEL – NO SALE NO FEE

When signing this agreement away from our premise in the presence of a member of St. George Property Group LTD staff, you have a 14 Day Notice of Right to Cancel (cooling off period) without financial penalty. Cancellation must be sent or hand delivered in writing to St. George Property Group LTD, 7 Weavers Court, Halstead, Essex CO9 2JN. This Notice of Right to Cancel means that the marketing of said property cannot commence until the 14th days passes. Whilst retaining the right to cancel, you the client, can authorize St. George Property Group LTD to commence the marketing with immediate effect at your wish.

PERFORMANCE OF THE CONTRACT – NO SALE NO FEE

Whilst retaining the right to cancel, the client hereby authorizes us to commence marketing of the property with immediate effect.

SIGNATURE:**DATE:**/...../.....

OTHER SERVICES

St. George Property Group LTD are obliged to inform you that we intend to offer prospective buyers and vendors which we may or will earn commission from. These services include Estate Agency, Mortgages, Insurance, Life Assurance, Pensions and Investments.

www.stgeorgepropertygroup.co.uk

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www.tpos.co.uk