



Terms of Business

Sales Terms and Conditions of Business

In accordance with:

THE ESTATE AGENTS ACT 1979

THE ESTATE AGENTS (PROVISIONS OF INFORMATION) REGULATIONS 1991

THE ESTATE AGENTS (SPECIFIED OFFENCES) (NO.2) ORDER 1991

THE ESTATE AGENTS (UNDESIRABLE PRACTICES) (NO.2) ORDER 1991

THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION, AND

ADDITIONAL CHARGES) REGULATIONS 2013

Pursuant to the Estate Agents Act 1979 it is a requirement that you understand and accept our terms and conditions when instructing *Canary Properties* as selling agents for your property. Please read the terms set out below. By signing the page below, you agree to these terms and conditions, but if you do wish to question anything about these terms you must contact us in writing, otherwise we will assume that you are happy with them.

Information about *Canary Properties LTD*

The Website is owned and managed by *Canary Properties LTD*, a company registered in England and Wales with the company registration number **9133456** and having its registered address at Unit F28a Waterfront Studios, Docklands, London, E16 1AH.
Landline: 0203 743 0333 - Fax: 0203 743 0330
Email: Sales@canaryproperties.co.uk

Terms of this agreement:

Definitions Within this agreement the following words or phrases shall, unless the context otherwise requires, have the following meanings:

- **"Property"** The property address for which you have instructed us to sell as stated at the end of this agreement under the term "Selling address"
- **"Sale Price"** The price agreed with your buyer for the sale of the property
- **"Buyer"** The person buying your property
- **"Seller/Vendor"** The owner of the property or the person given the benefit to or who is entitled to sell the property
- **"You or Your"** The owner of the property or the person given the benefit to or who is entitled to sell the property
- **"Exchange date"** The date of which contracts of the sale of the property are legally exchanged and are legally binding
- **"Completion Date"** The date agreed by both buyer and seller that is the completion of the sale/purchase
- **"Commission"** The amount payable to *Canary Properties Ltd* in respect of our fees due from the introduction of a buyer who legally completed on the purchase of your property
- **"Canary Properties, We or Us"** Means *Canary Properties Ltd* a company registered in England, company registration number, 9133456
- **"On the market"** This means that your property is being listed on the Canary Properties website and/or our partner sites, which currently includes: RightMove, Zoopla Group, Prime Location, Need a Property and Property Property Property.

1. SALES

1.1 Responsibility for payment of commission: The person(s)/company/firm names on the attached Vendors Confirmation of Instruction sheet is/are responsible for the payment of commission unless it is clearly stipulated in writing that a third party is responsible. If this is the case, the name and address of the third party must be given and that party must provide *Canary Properties* with written confirmation of such an arrangement.

1.2 Method of Payment: It is a condition of these terms that the vendor instructs his/her appointed solicitor to settle *Canary Properties'* commission account from the completion monies without any deductions.

1.3 Fees: Your fee paid is for listing one property per fee.

1.4 Double Commission Warning: If the Seller has instructed another agent on a Sole Agency/ Joint Sole Agency or Sole Selling rights basis the Seller must check, whether by instructing *Canary Properties* as well, the Seller will be liable to pay both estate agents' fees.

2. TYPES OF AGENCY: On Instruction we will have agreed with the seller the Commission, Type of Agency, and period specified in Agency Agreement until such time as *Canary Properties* receives written confirmation from the client of their intent to withdraw from this contract.

2.1 Sole Agency: You will be liable to pay remuneration to *Canary Properties*, 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 *Canary Properties* during the period off our sole agency or with whom we had negotiation about the property during that period; or with a purchaser introduced by another agent during that period.

2.2 Sole Selling Rights: You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances:

- If unconditional contracts of 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 persons including yourself.
- If unconditional contract 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 we had negotiation about the property during that period.

2.3 Ready, Willing and Able Purchaser: A purchaser is a 'ready, willing and able purchaser' if he is prepared and able to exchange unconditional contracts for the purchase of your property. You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if such a purchaser is introduced

by us in accordance with your instructions and this must be paid even if you subsequently withdraw and unconditional contracts for sale are not exchanged, irrespective of your reasons.

2.4 Joint Sole Agency: This means that the Vendor appoints *Canary Properties* and one other named joint sole agent to act in conjunction with one another for the sale of the property. The Vendor shall pay to *Canary Properties* the joint sole agency commission (being the joint sole agency percentage specified Agency Agreement) of the total sale price of the property. If contracts for the sale of the property are exchanged (whether during the period of the joint sole agency agreement or at any time thereafter) with a buyer first introduced to you by *Canary Properties*, the named joint sole agent or any other agent during the period of the joint sole agency.

2.5 Multiple Agencies: This means that the Vendor is free to enter into separate agreements for the sale of the property with more than one agent. The Vendor shall pay to *Canary Properties* the multiple agency commission (being the multiple agency percentage specified in *Canary Properties'* Agency Agreement) of the total sale price of the property, or such other percentage or sum as may be agreed and confirmed in writing by *Canary Properties*) if contracts for the sale of the property are exchanged (whether during the period of the multiple agency agreement or at any time thereafter) with a buyer first introduced to the purchase by *Canary Properties*.

3 SUB AGENTS: Unless you instruct us otherwise, in certain circumstances, we reserve the right to appoint other estate agents to act as our Sub-Agents. All appointments and negotiations will be conducted solely through our offices, unless otherwise stated. If we believe it will assist in selling your property and unless you instruct us otherwise, we may disclose such information about the property, as we consider appropriate.

4. MORTGAGES: If the consideration is reduced for reasons of a mortgage being secured on the property (or any other liability or encumbrance), the commission is chargeable on the gross price achieved before any such reduction.

5. VAT: *Canary Properties* currently do not charge VAT. If this is to be changed *Canary Properties* will notify all concerned by writing.

6. INTEREST ON OUTSTANDING ACCOUNTS: Interest will automatically be charged at 3% over National Westminster Bank's base rate from the due date of the invoice, should the invoice remain unsettled for more than 7 days.

7. BOARDS: A For Sale board will be erected at the property. This clause may be waived under special circumstances. The Town & Country Planning Regulations permit the display of only one For Sale Board. You hereby confirm that no other board other than that of *Canary Properties* will be erected. The legal responsibility that only one board is erected lies jointly with the vendor and the agent. Please note that a 'back to back' board is permitted. It is important that you are aware that the provision by us of a For Sale board is regarded as an introduction to a purchaser who subsequently exchanges contracts, even if you were previously acquainted with that person.

8. OTHER SERVICES: *Canary Properties* reserves the right to offer financial and other services to prospective purchasers and may earn a commission if successful in so doing *Canary Properties* may also act in the sale of your purchasers' property and earn commission from your purchaser.

9. PROFESSIONAL RELATIONSHIPS: In accordance with the Estate Agents Act 1979, we ask you to inform us if you or any person connected with you works for or is associated with or related to any employee or partner of *Canary Properties*, or if you yourself are an Estate Agent, in order that such transactions are published so that all parties to any possible transaction are aware of the situation.

10. ACCESS TO PREMISES: If *Canary Properties* holds the keys to the property, any viewings carried out by Us must be accompanied basis, unless *Canary Properties* and Seller agree otherwise in writing. If *Canary Properties* is arranging for someone to view an occupied property, *Canary Properties* must agree the arrangements with the occupier beforehand. It is *Canary Properties'* usual practice to release the keys to certain professionals who require access, such as surveyors acting on behalf of purchaser. In order to avoid delaying the sale, once *Canary Properties* has established their identity, they permitted to inspect the Property unaccompanied.

Please advise *Canary Properties* immediately if this is NOT acceptable to the Seller. *Canary Properties* will continue to seek the Seller's permission to allow unaccompanied visits by any other parties such as trades people or representative of any utility Company.

11. OFFERS: *Canary Properties* will, promptly forward details in writing of all offers received from potential Buyers at any time until contracts have been



Initials _____

exchanged, unless the offer is of an amount or type which the Seller has specifically instructed *Canary Properties* in writing, not to pass on. A written or computerised record of all offers received will be kept (including the data and time such offers *Canary Properties* receive and the Seller response). This record will be available to the Seller on request, in turn; the Seller must promptly inform *Canary Properties* of all enquiries or discussions, which the Seller may have with any prospective purchaser introduced by *Canary Properties* that are not made with the knowledge of *Canary Properties*.

12. MONEY LAUNDERING: Under the Money Laundering Regulations of 2003 and the Proceeds of the Crime Act 2002 the Agent is legally obliged to verify the identity of the Seller through sight of legally recognised photographic identification (e.g. passport, photographic drives licence) and documentary proof of address (Utility bill, council tax demand, or bank statement). Documents must be no older than 3 months from the start of this agreement.

13. ENERGY PERFORMANCE CERTIFICATE (EPC): An EPC must be commissioned prior to marketing your property. *Canary Properties* will market your home as soon as the EPC or proof of order is available in full. If we provide your EPC then this is non-refundable once the home visit and EPC has taken place.

14. SELLER(S) OBLIGATIONS: The Seller(s) hereby confirms and covenants that he/she/they have the necessary authority, power and capacity to enter into this agreement.

14.1 The Seller(s) hereby confirms and covenants that he/she/they are the beneficial owner(s) of the property; or have the authority from the beneficial owner to sell the property on the above terms.

15. LETTING: If the property is let to a tenant who we introduced, our letting commission will be equal to one month's rent (this will be as a tenant find service) and payable to us on the commencement date of the lease or tenancy agreement.

16. DATE PROTECTION: *Canary Properties* is registered under the Data Protection Act 1988.

17. WITHDRAWAL CHARGES: If the Seller terminates *Canary Properties' agreement* at any time other than in circumstances entitling *Canary Properties* to a fee as stated in these terms and conditions, the Seller will pay the agent and admimations charge of £395 plus any agreed marketing/advertisement charges.

18. TERMINATION OF AGENCY: Either party can terminate this agreement by giving fourteen days notice to the other in writing. The fourteen days notice may be given at any time to terminate this agreement at the end of or after the last day of the minimum period. The Seller agrees that all fees will be paid within the fourteen-days of the date they fall due for payments. Should you decide to instruct additional agents to act in the sale after the minimum period, fourteen days notice will similarly be required as above and our commission rate will then be based as a multiple agency.

19. THE PROPERTY OMBUDSMAN (TPO): *Canary Properties* is a member of TPOS (The Property Ombudsman Scheme) and follows the TPOS Code of Practise, the Seller agrees that *Canary Properties* may give information about the sale of the Seller's property to the TPO if the seller has registered a complaint and he/she/they asks for that information. The seller also agrees that *Canary Properties* may give seller's contact details to TPO (if they ask for it) to help them monitor how *Canary Properties* is following the Code of Practice. A copy of the Code of Practise and the Consumer Guide is available from www.tpos.co.uk

20. RULES OF CONDUCT: *Canary Properties* is a member of NAEA and has agreed to abide by its rules of Conduct and Code of Practice.

21 NOTICE OF THE RIGHT TO CANCEL: You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date up on which it was signed. Notice of Cancellation MUST BE IN WRITING and should be delivered or sent by post to *Canary Properties Ltd, F28a Waterfront Studios, 1 Dock Road, Docklands, E16 1AH*; or by email to info@canaryproperties.co.uk. Any Notice of Cancellation is deemed served on the day that it is delivered, posted or sent. If you have given us your written agreement to market your property within the cancellation period, you may be required to pay our commission fees if we have introduced a purchaser to your property prior to your serving a Notice of Cancellation.

21.1 Notice of 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 by post to the address given above, or emailed to info@canaryproperties.co.uk.

22. SIGNATURE: Before signing this agreement, you should ensure that you have read the terms of the agreement and ask for legal advice or clarification of any issues that is not understood. *Canary Properties* and the seller (undersigned) have read and agreed the terms and conditions of this agreement. The seller acknowledges that by appointing *Canary Properties* the seller is in contract on behalf of the seller and all owners of the property. When you instruct *Canary Properties* you are contracting on behalf of all owners of the Property.

23. VENDOR'S DETAILS

Name Vendor (1) _____

Correspondence Address _____

Post Code _____

Home _____

Mobile _____

Office _____

Email _____

ID Type & Number _____

Name Vendor (2) _____

Phone _____

23.1 Property Address _____

Post Code _____

24 Type of Agency:

Sole Agency **– Fees:** _____ %

Multiple Agency **– Fees:** _____ %

24.1 Contract Term (in weeks) _____

24.2 Starting and including from _____ / _____ / _____

24.3 Tenure:

Leasehold Freehold

Remaining lease _____

Service charge £ _____

Ground rent £ _____

Other _____

24.4 Sale recommended Price £ _____

24.5 Market at £ _____

24.6 Special Conditions (if any): _____

25. SIGNING

I/We hereby confirm that the Terms of Business and Agency Agreement have been duly noted and agreed. In the event of my/our being liable to pay *Canary Properties* commission account in accordance with this contract, I/we irrevocably agree that on the day of completion, my/our appointed solicitor will settle *Canary Properties'* commission account from the proceeds of the sale. I/We warrant that any information given by me/us to *Canary Properties* is true and accurate to my/our best belief and knowledge. I/We agree to check carefully the sales particulars prepared by *Canary Properties* and to inform *Canary Properties* immediately should there be any inaccuracies.

Seller(s):

Signed: _____

Name: _____

Date: _____ / _____ / _____

Signed: _____

Name: _____

Date: _____ / _____ / _____

Agent:

Signed: _____

Name: _____

Date: _____ / _____ / _____