

**This Agency Agreement is between:**

Key Homes Estate Agency:  Sheffield Office Darnall Road / Langsett Road Sheffield	and the seller, including full correspondence address:  Contact Telephone Number:  Email Address
Address of property for sale:	

**The Seller agrees to appoint the Key Homes Estate Agency and Local Office, as quoted above, on the following terms:**

**Marketing Fee:** £\_\_\_\_\_ + VAT (VAT will be charged at the prevailing rate at the time the fee becomes payable. This fee is payable on the date of this agreement. The fee is for production of sales particulars and the erection of a 'For Sale' or board, or other material produced in connection with the marketing of your property. This fee is non-refundable, even if a property sale is agreed prior to the production of particulars)

**Asking Price:**

**Sole Agency** (you instruct us as the only agent)  
you may terminate this agreement by giving 14 days written notice. This notice can be served, at earliest, 14 days before the agreement is due to end. Until this agreement expires and notice is given the Seller should not instruct any other agent to sell the property, as you may be liable to pay more than one fee.

**Commission:** \_\_\_\_\_% + VAT, which represents £\_\_\_\_\_ if sold at the full asking price to include fixtures and fittings. (Should the achieved sale price be higher or lower, our commission will be correspondingly higher or lower. VAT will be charged at the prevailing rate at the time the fee becomes payable.)

**Or a fixed fee of** £\_\_\_\_\_ **inc VAT** (VAT will be charged at the prevailing rate at the time the fee becomes payable. This fee will not vary, whatever the sale price)

**Period of Agreement:** \_\_\_\_\_ **Weeks**

**Multiple Agency:**  
This Agreement will continue unless terminated by either party giving 14 days written notice.

**Commission:** \_\_\_\_\_ % + VAT, which represents £ \_\_\_\_\_ if sold at the full asking price to include fixtures and fittings. *(Should the achieved sale price be higher or lower, our commission will be correspondingly higher or lower. VAT will be charged at the prevailing rate at the times the fee becomes payable.)*

**Or a fixed fee of £** \_\_\_\_\_ **inc VAT** *(this fee will not vary, whatever the sale price. VAT will be charged at the prevailing rate at the time the fee becomes payable)*

### **Commission Entitlement**

The fee, as quoted, will become payable to Key Homes Estate Agency Office if they introduce, directly or indirectly any person(s) who enters into a binding contract to purchase the property. Introduction may be made by means of sales particulars, newspapers, internet or other advertisements, sale boards, letter, telephone or personal enquiry through any Key Homes Estate Agency office or through any sub agency. The Fee will become payable to Key Homes Estate Agency immediately upon completion of the sale and is inclusive of all advertising carried out at our discretion and out of pocket expenses. Should an introduction be made by any other agent during the period of our sole agency, which subsequently results in an unconditional exchange of contracts at any time thereafter, then you shall be liable to pay the Key Homes Estate Agency office the full fee as agreed. Should you proceed to sell by the way of part exchange, the Key Homes Estate Agency office will be entitled to the full fees, as agreed.

If a ready willing and able purchaser is introduced by the Key Homes Estate Agency office, whereby the sale is agreed and solicitors instructed, but you subsequently withdraw from the sale for whatever reason and contract are not exchanged you will pay the full fees, as agreed to the Key Homes Estate Agency Local Office.

In signing this agreement the Owner(s) agree(s) to instruct their Solicitors / Licensed conveyancer to settle, out of the proceeds of sale, the account that will be submitted by us upon exchange of contract, for payment immediately upon completion. The agreed sale price may change the commission and VAT due under this agreement. If our fee is not received within 7 days of the due date, the account continues to be due and payable by you and we will be entitled to charge interest on all sums outstanding from the due date at the rate of 4% over bank rate from time to time until payment is received. We will also charge a handling fee of £30.00 and cost we incur in recovering the debt.

If you terminate the agreement, you may be entitled to pay commission fee to the Key Homes Estate Agency Local Office should a buyer, who they have introduced, proceed to exchange contracts on the property through another agent within 6 months of the date the agreement ended. If no other agent is involved this time limit extends to 2 years. You may be liable to pay more than one fee if you have previously instructed another agent to sell the same property on a sole agency, joint sole agency or a sole selling rights basis; or you instruct another agent during or after the period of your sole agency, joint sole agency or on sole selling right basis.

### **Asking price**

The asking price is for marketing purposes and does not represent a formal valuation. Advice had given on the basis that there are no onerous covenants or condition associated with the property. The asking price may change during the term of the agency, but this will not affect the agreement.

### **Property Details**

It is an offense, under the Property Misdescriptions Act 1991 for us, or any estate agent, to misdescribe the property. You have a responsibility to ensure that all factual information you provide to us about the property, is correct and true to the best of your knowledge.

### **Fixtures and Fittings**

All fixtures and fittings that are mentioned in the sales particulars must be maintained in a serviceable condition and will be deemed to be included in the sale unless otherwise specified in writing.

### **Viewing Arrangements**

Should you wish us to contact viewings on your behalf, please provide us with a set of keys in order to gain access to the property.

### **For Sale Boards**

I / We agree / disagree to Key Home Estate Agency erecting 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.

### **Declaration of Interest (Estate Agents Act 1979)**

To avoid conflicts of interest, the Estate Agents Act 1979 requires that we are transparent with our customers about you and any person related or connected to you, who work for, or have a business relationship with Key Homes Estate Agency.

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**Are you aware of any connection or interest?**  
details)

**Yes / No.** (If yes, please give)

**Are you the legal owner of the property?**

**Yes / No**

If No please inform us who the owner is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Post  
Code: \_\_\_\_\_

### **Energy Performance Certificates**

To comply with the Energy Performance of Building (Certificates and Inspections) (England and Wales) Regulations 2007 (as amended by the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) (Amendment) Regulations 2010), Sellers will need to demonstrate that they have commissioned, but not necessarily received, an Energy Performance Certificate before marketing can start. Estate Agents cannot start marketing until they are satisfied that an EPC is available or has been commissioned. We can arrange an Energy Performance Certificate for you, at a cost of £\_\_\_\_\_

### **Money Laundering Regulations (2007)**

In accordance with the regulations, we are required to confirm the identity of all service. As we are unable to continue to market the property without this confirmation, we reserve the right to withdraw the property from sale, seven days after the date of instruction, should we not receive formal proof of identity.

### **Other Services**

We reserve the right to offer a full range of other services to prospective purchasers which include estate agency, financial services, removals, surveys and conveyancing from which we may derive other commissions or fees.

### **Complaints Procedure**

If you have a complaint about our service you have received from Key Home Estate Agency and office you have instructed, you should put your concerns in writing to that Office. The correspondence will be acknowledged within 3 working days. The matter will then be investigated and full response sent to you within 15 working days. If you feel that matter remains unresolved, you need address your correspondence to the proprietor of the Key Homes Estate Agency Office you have instructed, who will conduct an investigation and respond with a final viewpoint. In the unlikely event that you continue to remain unsatisfied you may refer the matter to The Property Ombudsman at the following address: Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP

### **Signature of Authority**

By Signing this agreement you are entering into a legally binding agreement, that you are entitled to sell the property and that you have read and understood the terms of this agreement.

**Signed:** \_\_\_\_\_

For and on behalf of Seller(s)

**Signed:** \_\_\_\_\_

For and on behalf of the Key Home  
Estate Agency

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Notice of Right to Cancel

If this agreement is signed by you during our visit to your home, place of work, or away from our premises, you have the right to cancel this agreement within 7 days from the date of signing. If you wish to, you must do so by delivering, sending, including by electronic mail, a cancellation notice to the proprietor of Key Homes Estate Agency office instructed, within 7 days of the date of this agreement.

The cancellation is deemed served, as soon as it has been posted or sent to the Key Homes Estate Agency Local Office instructed. In the case of electronic mail, from the date it is sent to the Key Homes Estate Agency Local Office. In signing this agreement, although you give the Key Homes Estate Agency Local Office permission to proceed in accordance with this agreement provided you understand that you do not lose the right to cancel the contract for the remaining 7 day period. However, any work undertaken during the lead up to the cancellation will be payable to the Key Homes Estate Agency Local Office.

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(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE

To the Proprietor of Key Home Estate Agency* re (property address)
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I/We (delete) as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract with Key Homes Estate Agency* relating to the above mentioned property.
Signed

CONTRACT)

*Key Home Estate Agency Details: Sheffield Office
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Full Names:
Address: