

# WILFORDS

LONDON

6 Holland Street, Kensington, London W8 4LT | 020 7361 0400

## PROPERTY DETAILS

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Post code: \_\_\_\_\_

Owner of Property (You/Seller): If the Property is jointly owned, please state all names

Contact Address (if different from the Property):

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Post code: \_\_\_\_\_

Mobile: \_\_\_\_\_

Alt contact number: \_\_\_\_\_

E mail: \_\_\_\_\_

## AGENCY/FEE DETAILS

Please tick applicable

Agency	Fee
Sole (12 week minimum term)	2.4% (2% + VAT)
Joint Sole (12 week minimum term)	3% (2.5% + VAT)
Multiple	3.6% (3% + VAT)

## PROPERTY DETAILS

(delete as appropriate)

Freehold	Leasehold
If leasehold:	Expiry date _____
Share of Freehold?	Y   N
Ground Rent:	£ _____ per annum
Service Charge:	£ _____ per annum or _____ %

## OTHER NOTES:

Energy Performance Certificate required (£90 plus VAT)? Y | N  
Have any private buyers shown an interest to date? Y | N

ASKING PRICE: £ \_\_\_\_\_

I confirm that the above information is accurate.

I have read and understood the attached Terms of Business.

I hereby appoint you to find a buyer for my Property.

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

(for and on behalf of seller)

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

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

(for and on behalf of Wilfords London)

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

## WHAT TYPE OF AGENCY?

### 1. Sole agency

- 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 in which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself.
- If unconditional contracts 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 negotiations about the property during that period.
- The period in which we have sole selling rights shall commence on the date of our appointment and may be terminated by either party giving to the other party four weeks notice in writing but such notice cannot take effect until the date falling 12 weeks from the date of our appointment. This means that we shall have sole selling rights for a minimum period of 12 weeks.

### 2. Joint-sole agency

- This means that you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time whether during or after the period of our Joint Sole Agency unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us during the period of our Joint Sole Agency or with whom we had negotiations about the property during that period; or with a purchaser introduced by another agent during the period of our Joint Sole Agency. The fees will be shared between the two Joint Sole Agents in the proportions set out in the accompanying letter, or if no such proportions are set out, equally between the other firm and ourselves. We shall be entitled to look to you for the proportion of the fee payable to us. A Joint Sole Agency agreement is subject to a minimum period of eight weeks. Following this, either party may terminate the contract by giving four weeks notice in writing.

### 3. Multiple agency

- Where you have appointed us 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 contracts for the sale of the Property are exchanged with a buyer introduced by us; or with a buyer to whose attention we brought the availability of the Property during the period of our agency.
- Either party may terminate a multiple agency by giving the other party four weeks' notice in writing at any time.

### 4. Important

- You will be liable to pay our fee if a buyer introduced by us as set out above exchanges contracts for the purchase of the Property at any time during or after the termination of our agency. If the contracts make completion of the sale conditional upon any event, you will only be liable to pay our fee if the conditions are fulfilled or if you otherwise complete a sale to that buyer.
- If you appoint more than one agent in the process of selling the Property and give sole rights to any agent at any time, you must ensure that the sole agency periods do not overlap with any other period failing which you may be liable to pay a fee to both agents. If in any doubt, please ask us before signing this Agreement or giving sole rights to another agent.
- Without limitation, we shall be deemed to have introduced a buyer if that buyer became aware of the proposed sale of the Property directly or indirectly as a result of our activities in relation to the sale of the Property
- If a private buyer, meaning a buyer who has not learnt of the Property through the activities of an agent, expresses an interest in the Property you agree to advise us within two working days. If you intend to proceed with a private buyer you agree to pay to us the sum of £2,000 plus VAT as compensation towards the cost of our activities to date. You confirm that you are not aware of any private buyers to date save as set out overleaf.

### 5. Our Fees

- Our fees are calculated as a percentage as set out overleaf of the sale price achieved for your Property, and the "sale price" shall include any payments made for fixtures, fittings and chattels (such as carpets, curtains, white goods etc). If you sell shares ("Shares") in a company which owns the Property, then the sale price shall be the sale price achieved for the Shares.
- If you receive any consideration for your Property or Shares instead of or in addition to cash (for example, if you part exchange your property for your buyer's property, or if the buyer takes on any loan repayment obligation), then our fee will be calculated on the total value of the consideration for your Property or the Shares as agreed between us or, in the absence of agreement (not to be unreasonably withheld), the Asking Price as set out overleaf.

### 6. Payment of Our Fees

- Our fees become due and payable upon exchange of contracts save in relation to conditional contracts when they become payable upon the earlier of the satisfaction of the last condition, or completion of the sale to that buyer.
- You hereby authorize and instruct the conveyancer acting upon the sale of your Property to pay our fees to us from the sale proceeds immediately upon completion. In consideration of this agreement we will not demand monies from you until the earlier of completion, the date upon which you rescind the sale contract or the date falling three months after exchange of contracts.
- You agree that if you fail to pay to us any monies due to us, you will pay interest on such amounts at the rate of 3% per annum above the base rate of Barclays Bank plc (or such other bank as we may reasonably nominate) from time to time from the due date to the date of actual payment.

### 7. Your Obligations

- It is a legal requirement to have commissioned an Energy Performance Certificate before you market the Property. We can arrange this for you upon request.
- Unless specifically stated otherwise, we are not aware of any employee or associate having a personal interest in the sale of your Property. If you are or become aware of such an interest you must notify us immediately.
- You must supply us with such identification documents as we may reasonably require from time to time in order to comply with our due diligence requirements or as otherwise required by law.
- We will ask you to confirm any statements we make about your property - as we are under a duty not to make any incorrect or misleading representations. You must tell us immediately if you are or if you become aware of any inaccuracy in our sales particulars or other information we produce about your Property.

### 8. Limitations on Our Liability

- Should you wish, we shall hold a set or sets of keys to the Property in order to show round prospective buyers. We will take all reasonable steps to ensure that the address cannot be identified from the keys and our liability to you for any lost keys is limited to the cost of cutting a new set of keys.
- You acknowledge and agree that we may from time to time instruct sub agents if we consider that this would be in your best interests. You will not be liable for the fees of the sub agent and this will not affect your liability to pay our fees in full.
- You acknowledge that we may receive commission or other income as a result of your instruction in the sale of the property (this may include commission on referrals to third party EPC suppliers, removal firms or solicitors, or by offering our sales or lettings services to a buyer, or referring the buyer to mortgage or insurance brokers). You agree that any such commission or other income will belong to us entirely.
- We will discuss with you how we intend to market your Property, but we reserve the right to make the final decision on all marketing activity and to make an additional charge for any specific marketing activity agreed with you.
- Save in the case of willful default or in respect of death or personal injury, our liability to you for any loss or damage caused by our negligence or breach of contract shall be limited to £50,000. We do not accept liability for any indirect or consequential loss.

### 9. General Conditions

- If you have a complaint which you cannot resolve with a member of staff, please write to The Directors, Wilfords London Limited giving full details of your complaint and we undertake to let you have a prompt reply. If you remain dissatisfied, you may refer the matter to The Property Ombudsman within six months for a review (this option is not available to a business client). A full copy of our complaints procedure is available upon request.
- You acknowledge that by instructing us, you will be providing us with personal information within the meaning of the Data Protection Act 1998. You consent to us processing such information for the purposes of performing our obligations under this Agreement or for our future marketing activities such as writing to you with details of our services and to our disclosing such information: (i) where we are required to by law and (ii) to such third parties as we deem reasonably necessary in order to prevent crime. You may amend your details at any time or ask us not to use your details for marketing activities by writing to us by post to 6 Holland Street, London, W8 4LT or email at info@wilfords.com
- This Agreement shall be subject to and construed and interpreted in accordance with the laws of England.
- This Agreement includes the entire understanding of the parties with respect to the subject matter hereof and there are no statements representations promises terms or obligations oral or written express or implied or made before or at the signing hereof other than contained herein. No variation or amendment of or to this Agreement shall be effective unless in writing and signed by or on behalf of both parties unless (acting reasonably) we require changes in order to comply with any statutory or other governmental regulations in which case we shall notify you of the change in writing at the earliest opportunity.
- Throughout this Agreement "we" are Wilfords London Limited, a company incorporated in England with number 07653131 and having its registered office c/o Grant Thornton UK LLP 1st Floor, Royal Liver Building, Liverpool L3 1PS.