

WILFORDS

LONDON

SALES TERMS OF BUSINESS

info@wilfords.com
www.wilfords.com

WILFORDS

LONDON

PROPERTY DETAILS

Address: _____

Postcode: _____

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

Contact Address (if different from the Property):

Postcode: _____

Mobile: _____ Alt contact number: _____

E mail: _____

AGENCY/FEE DETAILS Please tick applicable

Agency	Fee	
Sole (16 week minimum term)	2.4% (2% + VAT)	<input type="checkbox"/>
Joint Sole (16 week minimum term)	3% (2.5% + VAT)	<input type="checkbox"/>
Multiple	3.6% (3% + VAT)	<input type="checkbox"/>

PROPERTY DETAILS AGENCY/FEE DETAILS Please tick applicable

Freehold ☐

Leasehold ☐

If Leasehold, Expiry Date: _____

Ground Rent: £ _____ per annum

Share of Freehold? Y N

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)

Signed: _____
(for and on behalf of Wilfords)

Name: _____ Date: _____ Name: _____ Date: _____

SALES TERMS AND CONDITIONS OF BUSINESS, FEES AND EXPENSES

Sole Selling Rights

Where Wilfords act on your behalf with 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 for 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 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. Please see “Responsibility of fees” below for further details of when Wilfords may claim commission fees. Sole selling rights agency instructions, including Open House which is available on a sole selling rights basis, are subject to a minimum term of 16 weeks. Either party may terminate such a contract by giving 4 weeks’ notice in writing. Such notice cannot be served less than 4 weeks prior to the end of the minimum term.

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 twelve weeks. Following this, either party may terminate the contract by giving four weeks notice in writing.

Multiple agency

Where Wilfords 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. Wilfords can arrange this for you at a cost of £118.80 inc VAT.

Sub instruction

Wilfords 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 Wilfords.

Fees payable

Wilfords’ fees are calculated as a percentage (%) of the sale price achieved + VAT at the prevailing rate. As Wilfords’ fees are based on a percentage of the price achieved, should this be higher or lower than the asking price, Wilfords’ fees will be correspondingly higher or lower. For all sole selling rights agency instructions, this percentage is at a rate of 1% + VAT. For Joint Sole Agency instructions, this percentage is at a rate of 2.5% + VAT. For all multiple agency instructions, this percentage is at a rate of 3% + VAT. For example, on a sole selling rights agency instruction our fees of 1% for a £4m property would be £40,000 + VAT (£48,000 inc VAT). On a Joint Sole Agency instruction our fees of 2.5% for a £400,000 property would be £10,000 + VAT (£12,000 inc VAT). On a multiple agency instruction our fees of 3% for a £400,000 property would be £12,000 + VAT (£14,400 inc VAT). All agency commissions are subject to a minimum fee of £4,500 + VAT (£5,400 inc 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 Wilfords to sell the property. Wilfords will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser within six months of the date Wilfords’ instruction ended and that purchaser was introduced by Wilfords, another agent or any other person including yourself during the period for which Wilfords had sole selling rights, or if the purchaser was someone about whom we had negotiations about the property during that period. However, Wilfords will give up its rights to any commission fee if a purchaser first introduced by Wilfords, another agent, or any other person including yourself, 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 Wilfords’ instruction ended. If no other estate agent is involved, this time limit extends to 2 years. 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 Wilfords’ sole selling rights agency or joint sole agency.

Time and payment of fees

All Wilfords’ fees become due and payable upon exchange of contracts. However, and at the discretion of Wilfords, 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 Wilfords’ 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.

Marketing and property photography

You authorise us to display a For Sale board during our instruction (subject to local planning regulations). You authorise Wilfords to attend, photograph, and create floorplans of the property. You permit images depicting the property to be used for the purposes of marketing and the promotion of the Wilfords brand. This involves the display of the images across all advertising mediums, including but not limited to, Wilfords’ website, aggregator or sub-agent websites, social media platforms and print. The copyright of all details, photographs and floorplans remains exclusive to Wilfords.

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 Wilfords immediately.

Referral Fees

We may receive a Referral Fee if we recommend you to another business.

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. Wilfords’ 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, Wilfords’ liability is strictly limited to the cost of cutting a new set of keys.

Complaints procedure

If you have any problems with Wilfords’ service and are unable to resolve these with your Negotiator or the Branch/Department Manager, you can write to the Director for the area/department in question. Your letter will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within fifteen working days. If you remain dissatisfied, you should write to Wilfords’ Legal & Compliance Department whereupon your complaint will be investigated by a Compliance Officer. A written statement expressing Wilfords’ final view will be sent to you and will detail any offer Wilfords is willing to make. The same time limits will apply. This letter will also confirm, where you remain dissatisfied, your entitlement to refer the matter to The Property Ombudsman (TPO) within twelve months, for a review. Please note TPO will only review complaints made by consumers.

Anti-Money Laundering Regulations (AML)

Wilfords is subject to Anti Money Laundering laws. 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

Wilfords complies with all applicable data protection and privacy laws in dealing with your personal data. Please refer to our Privacy Policy and Cookie Policy for full details of how we acquire and use your personal data and how you can opt out of certain activities. Please be aware that 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.

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 Wilfords 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 Wilfords and the seller and supersedes all prior agreements, understandings, 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 Wilfords.

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 after the date upon which it was signed. Notice of Cancellation MUST BE IN WRITING and should be delivered or sent by post to: Wilfords, 6 Holland Street, London, W8 4LT or by email to info@wilfords.com. 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.

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@wilfords.com. I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our property (delete as appropriate) the address of which is:

| E: info@wilfords.com | W: wilfords.com |

Wilfords London Limited.

Company No. 07653131. VAT No. 118 6300 34