Sole agency sales agreement

RELD property limited will act under sole agency terms from the date this agreement is signed which will continue until either party terminates this agreement giving 30 days written notice.

The vendor will be liable to pay our agreed fees plus any additional costs or charges agreed with you, in each of the following circumstances.

You will be liable to pay commission to us, in addition to any costs or charges agreed, if at any time contracts for the sale of the property/land are exchanged with a buyer introduced by us during the period of our sole agency; or with whom we have negotiations about the property during that period, or with a buyer introduced by another agent during that period.

If a buyer introduced to you during our period of sole agency, or with whom we had negotiations, or who is part of our private databases, about your property during this period, purchases through another estate agency within 6 months of the date our services were terminated.

Our definition of introduced is when the eventual buyer is exposed to the property, or interacts with us in a meaningful way due to our marketing where this is clearly demonstratable.

Amount of fees

RELD property limited fees are as shown on the fee schedule, VAT will be included where applicable and at the rate applicable on exchange of contracts. Any additional advertising or marketing costs will be agreed in writing prior to any commitment.

Advertising

The vendor hereby gives his/her authority to RELD property limited to advertise the property by whatever media is deemed appropriate including advertising the property on all relevant websites, and social media groups available to RELD property limited.

Services to purchasers

RELD property limited may offer to arrange insurance, banking, financial services, mortgages, removal services, utilities and any other related services for any client and will be entitled to receive commission in respect of any such services arranged.

Offers

RELD property limited confirms that (unless instructed to the contrary in writing by the vendor) they will forward to the vendor promptly and accurately all offers from prospective purchasers.

An energy performance certificate (EPC) must have been commissioned prior to marketing and obtained within 7days of the property first being marketed. Where an EPC is not obtained within 7days of the property being marketed, a further 21 days is allowed as long as it can be demonstrated that all reasonable efforts were made to obtain the EPC.

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Property address to be marketed

Address Post Code

Client identification : Full owners names

Correspondence address' (if different from section 6)	
Previous address' (if not lived in current address for 3 years)	
Contact Details-Email Address'	Telephone number

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Unoccupied property

RELD property limited cannot accept responsibility for the maintenance or repair of unoccupied property for sale unless also appointed to manage the property.

Withdrawal

The vendor can serve 30 days written notice and withdraw the property from the market with RELD property limited for any reason (including without limitation any alleged fault of the agent)

Withdrawal Clauses

If the property is withdrawn from the market while a willing buyer is in place and proceeding with legal work, or if the seller withdraws from a proceeding sale through no fault of the buyer, RELD Property Limited are entitled to their full sales commission. This situation rarely occurs, we will notify you of our intention if this becomes a possibility.

If a client withdraws the property for sale and has opted to defer their marketing invoice, we will raise this on notification of the withdrawal for payment. All produced marketing assets will be provided to the seller for their future uses.

Post Withdrawals - If a buyer goes on to enter into negotiations to purchase a property for up to 6 months after withdrawal, where we have already made a meaningful introduction, RELD Property Limited are entitled to claim a full commission. To avoid the potential of incurring dual fees, sellers are advised to speak to us about their buyer in this situation in order for us to inform you of our intention.

Special Definitions

A meaningful introduction will have deemed to have occurred when RELD Property have engaged in dialogue with a potential buyer through all of our marketing channels, enquiries and or private databases (including social media and social media groups) In order to claim a meaningful introduction, RELD Property limited must be able to provide physical evidence of these interactions.

Seller initiated sale collapses are rare but can occur for a variety of reasons. In the scenario where the buyer wishes to purchase and a sale collapses due to the sellers actions, RELD Property has fulfilled it’s contract and the fees outlined in this contract could be due. Some situations could be, but not limited to, a change of mind. Undue delays or limited communication from a seller. A change in forward plans such as agreeing a sale and making limited effort to find a new home. These cases are rare but can occur, our motives are always genuine and we would only look to take action where it is easily demonstratable that the seller has breached the good faith of this agreement.

Estate agency fee

Our standard agency commission is 1% (plus VAT) of the eventual selling price Subject to a minimum fee of 3,000 (Plus VAT).

Marketing of your property

Your property will be marketed at £

This does not represent a valuation. Details of the property contents included in the sale will be included in the property particulars.

Indicative fee based on the above figure £ **including VAT**

I/We would like RELD property limited to start the marketing of our property after 14 days

I/We would like RELD property limited to start marketing our property immediately

I/We understand that if we instruct RELD property limited to commence marketing immediately prior to the 14 day cooling off period and then subsequently cancel their services, I/We will be liable for any administration costs as described in section 13 of this agreement and notified within the 'notice of your right to cancel'

Marketing costs

In addition to our agency fees the following a cost of **£420** (plus VAT) is applicable for the marketing of your property which includes Professional photography &Floorplan, Elevated photography, EPC, social media & Property portal adverts, Mapping imagery

This will reduce to **£330** (plusVAT) if you choose to pay this upfront rather than deferring payment.

Copyright -RELD property limited retains the copyright to all property details and marketing as above which can't be used in any other marketing or any other estate agent unless the above marketing fee has been paid.

An additional fee of **£100** (Plus VAT) per dwelling is payable should you choose to utilize our virtual viewing service. This consists of a3 D tour that will be hosted remotely by us as a full viewing process. This ensures that only seriously interested parties view the property.

Marketing Surcharge

RELD Property limited use 3rd party professionals to create marketing material, as such there may be situations where these 3rd party services have limited availability or surcharges based on their availability in any given location. There may also be times where an alternative provider is sought. In this scenario, we will notify you in advance of any increase to our marketing costs in order for you to make the decision on how you would like to proceed. Please note, this happens rarely and surcharge costs rarely exceed an additional £100.

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Payment of fees

Fees are due for payment on exchange of contracts (or in circumstances explained in the withdrawal clause. The vendor hereby gives his/her irrevocable authority to the solicitors appointed at the time of the sale to pay out of the proceeds of the sale RELD property limited agreed charges in accordance with this agreement.

Such payment to be made within either 3 days of completion of the sale or following a period of 28 days after the exchange, whichever comes sooner.

Interest will be charged at 8% plus The Bank of England base rate if the account remains unpaid for 3days. Any prospective purchaser prior to RELD property limited being instructed must be declared and named on this agreement so that they may be excluded from the agency terms.

I/We confirm that I/We have received, read and accepted the terms of engagement of RELD property limited prior to signing this agreement and that we are legally authorized to sell this property.

Signed	Date
Agent	

Anti Money Laundering

HMRC supervises the legal obligation for all estate agents to conduct identification checks on their customers which includes sellers and buyers. For sellers this must be completed at the point RELD property limited are instructed to sell a property and for buyers this must take place when their offer is accepted, you agree that RELD property limited will carry out an electronic identity check on all legal owners of the property. The electronic identity check has no impact on your credit rating and any information we receive will only be used for the purpose of anti money laundering legislation. Where we have been unable to verify a customer's identity by way of electronic check, each owner will be required to provide us with two forms of identification as per HMRC guidelines. Without this, we will not be able to proceed. In addition, we will download the property title, register and plan from the Land Registry.

Data protection

RELD property limited aim to provide our customers and clients with the best possible safe and secure service. We are committed to protecting and respecting your privacy. We have a legitimate interest to use the personal information you share with us, to tailor our services to your requirements and to provide you with the best possible user experience. How we use your personal information, how we may share it, and how long we keep it for is all stated in our privacy policy. You can request a copy of our privacy policy at any time or it can be found easily via the link on the homepage of our website, www.reldproperty.com.

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Disclosure of incentives

To give our clients the best possible experience we may refer buyers and sellers to reputable third party providers such as solicitors/ conveyancers and mortgage advisors. Our customers are under no obligation to use these services and we recommend you should consider your options before accepting any third parties' terms and conditions.

RELD property limited may receive referral fees from these third party service providers. Below is confirmation of the typical or average referral fee received exclusive of VAT (if applicable):

Solicitors/ Conveyancers -We may recommend conveyancing services through a variety of specialist rural firms, Agents will receive a referral fee of no more than £100.00 per case, however, some firms we may refer to pay us nothing at all.

Financial Services -We may recommend a specialist rural financial broker to you who may provide you with mortgage and insurance services. Should you decide to use their services, upon successful completion RELD property will receive a referral fee, which is no more than 10% of their fee. Some brokers we may refer you to, will pay nothing at all.

Option agreements & Subject to planning offers

On occasion our clients may receive offers in unusual forms such as offers subject to achieving planning or options to buy for a set period of time. RELD property limited's agency commission will rise proportionately to the added time engaged for offers on this basis to a rate of 1.2% including VAT. Fees will be payable in two parts, 0.6% including VAT on entering into such an agreement and the remaining 0.6% including VAT on successful completion of sale.

RELD property limited can be paid such fees by the purchaser, as a special term of sale at the discretion of the client and the purchaser.

Joint venture partnerships

On occasion, our clients may receive offers from developers to enter into a joint venture sale. RELD Property Limited's commission for negotiating agreements of this type will be at a rate of 1.2% including VAT of 30% of the projected development value as highlighted in the appraisal analysis that forms the basis of the partnership between land/property owner and developer, payable on both parties entering into such an agreement.

As an alternative, RELD property limited at their discretion, can agree to a£6,000 Including VAT upfront fee and to be retained as sole selling agent for the sales of the new homes at a rate of 1.8% including VAT plus pre-agreed marketing costs.

RELD property limited can be paid such fees by the purchaser, as a special term of sale at the discretion of the client and the purchaser.

Notice of your right to cancel You have the right to cancel this contract if you wish. The right can be exercised by delivering or sending written notice to RELD property limited at any time within the period of 14 days, starting from the date of signature of our terms and conditions. The notice of cancellation is deemed to be served as soon as it is posted or in the case of electronic communication, from the date it is sent. If work on the above contract has begun, with your written agreement, before the end of the cancellation period, you may use the cancellation form on the next page to action this.

Cancellation notice

I/We hereby give notice that I/We wish to cancel my/our contract

Address Signature Print Date