

SALES

Our Agreement

Selling your property with Aston Vaughan

	VENDOR(S)
Full Name	
Address	
Post Code	
Home Tel	
Email	

PROPERTY TO BE SOLD

Address:

Marketing price

MARKETING PACKAGE

AV marketing package - Professional photography, floor plan, brochure and printing

Cost £FREE (inc VAT) Yes / XX

Energy Performance Certificate (EPC)

Cost £ (inc VAT) Yes / No

Commence Marketing with Immediate Effect Yes / No

AGENCY FEES

Our fees agreed are detailed below. (Actual fee is based on marketing price of the property including VAT)

*Sole agency fee is % of the gross sale price achieved + VAT Actual Fee £

*Joint agency fee is % of the gross sale price achieved + VAT Actual Fee £

*Multiple agency fee is % of the gross sale price achieved + VAT Actual Fee £

*Fixed fee of £ + VAT Actual Fee £

Other Agency Name Agreed Commission Split

*If applicable

*All commissions subject to a minimum fee of £3000 plus VAT

Aston Vaughan will be your agents for a minimum of 12 weeks, starting on the date your property is set live on the online

advertising portals (except in the instance of discreet marketing when it commences on the date of this Agreement).

You may terminate this Agreement any time thereafter by giving 28 days notice in writing. This does not affect your rights under the 'Cooling Off Period'

CONTRACTUAL AGREEMENT

I / We agree that I am/we are personally liable to pay your fee and will instruct my/our solicitors to pay all amounts due under this agreement from the proceeds of sale.

I / We agree for the property to be used by you for your marketing purposes.

Customer declaration

I /we confirm that I /we am/are fully authorised to appoint you as agent and to sell the property; that the information provided is correct, that I/we have carefully read and understand the contract, that I/we will provide you with a complete list of any potential buyers already introduced to me/us.

Name:

Name:

Date:

Date:

Signature

Signed on behalf of Aston Vaughan Sales Ltd:

Date:

Terms and Conditions

General Principles

Thank you for instructing Aston Vaughan for the sale of your Property.

We will do all we can to assist you in your sale using our detailed knowledge of the local and wider market together with the macro-economic climate and its impact. As you know we do not undertake a structural inspection of your Property and the advice we have given you on the price assumes it is of sound construction with no undisclosed defects, has no onerous covenants or conditions which could affect the price or its marketability.

All negotiations are subject to contract and you have confirmed that vacant possession will be given on completion unless the Property is sold subject to a disclosed tenancy.

Unique Terms

The following terms apply only to this Agreement []

Fees

In the context of this agreement a Purchaser is an individual or party introduced to the Property by us or another agent either in person or through our marketing and shall include spouses, partners, family members, their friends and acquaintances to whom they may introduce the Property.

Our fees are payable, together with any other costs or charges agreed between us, on exchange of contracts of the Property with a Purchaser we have introduced to the Property. Our fees are also payable if the Purchaser is introduced to the Property by another agent whilst this Agreement remains in force. In the event that you seek to change this Agreement to an alternative form i.e. introducing another agent then we reserve the right to renegotiate our fees as part of the change.

In the event that either you have already appointed another agent or appoint another agent during our agency, you may become liable to pay a fee to that agent as well as Aston Vaughan and you will be at risk of paying two sets of agency fees for the sale of the property.

The Vendor(s) confirm that they have disclosed the identity of all potential private purchasers of the Property. In the event that one of these persons proceeds to an unconditional exchange of contracts on the Property then our fee shall be reduced to 30% of the full fee

The Vendor(s) confirm that they will disclose any approach for a private sale to a purchaser not previously identified and will disclose the purchaser's identity to us prior to exchange of contracts. The Vendor(s) further agree that our fees remain payable in full in the event of such a sale.

The Vendor(s) agree that in the event that they agree to part exchange the Property then the full fee remains payable and is calculated on the price attributed to the Property for the part exchange, not any balance payable.

The Vendor(s) agree that if the Property has been marketed by other agents in the previous six months and a purchaser was introduced to the Property by them but the offer is made through Aston Vaughan and they proceed to an unconditional exchange of contracts then our full fee will be payable.

The Vendor(s) further agree that that if the Property has been marketed by Aston Vaughan in the previous six months and a purchaser was introduced to the Property by us but the offer is made through another agent subsequently instructed to sell the Property and they proceed to an unconditional exchange of contracts then our full fee will be payable.

The Vendor(s) hereby irrevocably instruct their solicitor/licensed conveyancer to pay the Fees due in accordance with terms of this Agreement.

The Vendor(s) confirm that they have provided all the relevant information on the property that a normal purchaser would be likely to consider important when deciding to view or purchase the property.

Fees Timetable

Fees are contractually payable on exchange of contracts. If completion is contracted to take place within four weeks of the date of exchange, then the Fees may be paid within three working days of the completion date. If completion is set later than four weeks, then the Fees are payable within five working days of the date of exchange of contracts.

Interest will accrue on the late payment of fees at four percent above the Bank of England Base Rate from time to time. Interest shall be calculated daily to the date upon which the Fees are actually paid. Interest will be compounded monthly.

In the event that contracts are exchanged but the contract is subsequently rescinded, for whatever reason, the Fees remain payable in accordance with the timetable above except that our invoice will be rendered on the date of rescission and shall be payable within five working days. Interest charged on non-payment shall accrue as set out above.

Copyright

Aston Vaughan retains the copyright to all photographs, videos and marketing materials prepared for the Property. They cannot be used for alternative marketing, either personal or by another agent, without express written permission.

Anti Money Laundering Checks

We will need to hold suitable evidence of identity, proof of address and source of funds. Acceptable documents are utility bills and photographic identification including passport's and driving license's. Any personal information that we receive from you for the purpose of satisfying the Anti Money Laundering Regulations 2017 will be held in accordance with legislation extant from time to time and will only be disclosed in accordance with this legislation, the Proceeds of Crime Act or with your express consent.

Cancellation

If you cancel this agreement or withdraw the Property from the market at any time prior to exchange of contracts there will be no administration charge, unless a video was ordered in which case a fee of £350 will be charged to cover expenses. In the event that the Property is later remarketed through us and subsequently contracts are exchanged then this charge will be waived in full and deducted from the final commission fee.

If contracts are exchanged on the Property by a purchaser who we introduced to the Property prior to the cancellation of the Agreement, whether through another agent or not then our agreed fee, together with any other charges we have agreed, will be payable in full for a period of six months from the date of termination.

Codes of Practice

Aston Vaughan adheres to all laws relating to estate agency including the Estate Agents Act 1979, The Consumers, Estate Agents Redress Acts 2007, Data Protection Act 1998, Unfair Contract Terms in Consumer Contracts regulations 1999, The Consumer Protection from Unfair Trading Regulations 2008 (CPRs), Business Protection from Misleading Marketing regulations 2008 (BPRs), General Data Protection Regulation (Regulation (EU) 2016/679, Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013, Energy Act (Green Deal) and all other current and relevant legislation.

Cooling Off Period

You have the statutory right to serve notice of cancellation in writing within the first fourteen days of this Agreement. This is the Cooling Off Period.

This right only applies if you sign the agreement at home or in your place of work in sight of one of our employees. It does not apply if you sign in

our office. If we introduce a Purchaser during the Cooling Off Period who proceeds to exchange contracts on the Property our selling fee remains

payable in full even if you have served a written notice of cancellation within this period. In the event that we commence marketing during the Cooling Off Period then you will be liable for the costs of preparing the marketing materials and photographs and the EPC, during this period.

Security & Keys

You agree that we are not responsible for the security of the property or its contents or the actions of any persons we accompany when showing people the property on your behalf or if it is left unoccupied. Where you provide us with keys to the property to use in connection with the sale and marketing of the property, you agree to us making additional copies at our expense. We ensure all keys we hold are held secure using a key tag system, so they are not identifiable by third parties.

Complaints Procedure

A copy of our complaint's procedure is available on request. Aston Vaughan are a member of the Property Ombudsman Redress (TPO) Scheme and we subscribe to the TPO Code of Practice.

Conflicts of Interest

Please declare in writing any personal or professional relationship between you, your relatives or family and any staff member of Aston Vaughan. It is essential that all parties are aware of any potential or actual conflict of interest.

Referral Fees & Commission Disclosure

When you instruct us to provide, or to arrange for third parties to provide, additional services (such as legal, financial or surveying services), we may receive a referral fee or commission from the provider. We are entitled to retain any such fee or commission.

Specifically if you choose to use a solicitor we have referred to you, we will receive a referral fee of between £150 and £200 plus VAT. You are under no obligation to use any service providers we recommend, and you are free to make your own arrangements should you prefer.

Privacy

We will deal with your personal information in accordance with all relevant laws and regulations on data protection and privacy.

Sub-agents

You authorise us to appoint a sub-agent to assist with the marketing of the property. We will be responsible for the actions of and any related fees.

Entire agreement, variation and jurisdiction

This contract sets out the entire agreement between Aston Vaughan and the Vendor(s) of the property, replaces all prior agreements, and no amendment or variation to this contract will have any contractual effect unless approved in writing by a director of Aston Vaughan.

The courts of England and Wales have exclusive jurisdiction to determine any action or proceedings relating to this Agreement.

Aston Vaughan Sales Limited trading as Aston Vaughan. Registered in England and Wales under No 15673103 and having its principal place of business at 7 St Georges Road, Brighton, BN2 1EB. VAT registration number 484 0902 84.