

The White House, 114 Hendford Hill Yeovil, Somerset, BA20 2RF. 🕿 01935 577032 / 01460298530

E-mail: info@towerswills.co.uk Website: www.towerswills.co.uk

## AGENTS CONFIRMATION OF INSTRUCTIONS AGREEMENT

**(In accordance with the Estate Agents Act 1979 and The Estate Agents (Provision of Information) Regulations 1991)**

**TERMS AND CONDITIONS OF BUSINESS**

This is a **Sole Agency Agreement** / Joint Agency Agreement (**delete as appropriate)** between Towers Wills (the agent) and:

|  |  |
| --- | --- |
| Client Name  | Mr R. Hartley & Mrs M. Hartley |
| Address of the property  | 3 Buller Avenue, Yeovil, Somerset BA22 8SN |
| Address of client(if different from above) |  |
| Telephone Numbers  | 07972673880 |
| Email Address  | MHARTLEY007@HOTMAIL.CO.UK |
| Asking Price  | £395,000 |
| Term of Agreement  | 0 WEEKS |

If you sell your property to a buyer introduced by another agent and that introduction is during the period of our **sole**/joint agency agreement our fee remains payable.

The terms of this agreement are:

**On the Basis of SOLE AGENCY**

**If we introduce a prospective buyer or negotiate a sale at a price acceptable to you our fee of ­­­­1% (one percent) of the selling price, plus VAT at the prevailing rate ( 1.2% inclusive of VAT)**

**This is subject to a minimum fee of £1500 plus VAT (£1800 including VAT) will be payable.**

The above fee will include using Towers Wills recommended solicitors and Towers Wills will pay the sum of up to

**£930** inclusive of VAT for the legal fees of the above property. This includes your legal fees only and does not include disbursements.

If you choose to instruct a different solicitor our fee will be discounted to **0.85%+vat, subject to minimum fee** and you will pay all solicitor costs.

AND if there is a **joint agency**, our fee will be shared with\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ % of the fee (plus VAT) being payable to the successful agent:

OR £\_\_\_\_\_\_\_\_\_\_\_\_ plus VAT will be payable

AND you agree to pay a contribution of £\_\_\_\_\_\_\_\_\_\_\_ (plus VAT) for additional specialist marketing of your property, (details of which are shown below)

This confirms your instruction to us to place your property for sale on the open market for an initial period as agreed above where a sole agency is agreed. During the period of this agreement your property is left solely with us For Sale excluding all other agents (unless a joint sole agency is agreed).

**On the basis of MULTIPLE AGENCY –**

If you instruct another agent (with or without our knowledge) this agreement will for the purpose of the fee payable be or become a multiple agency. If we introduce a prospective buyer or negotiate a sale at a price acceptable to you our fee of ­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_% (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent) of the selling price, plus VAT at the prevailing rate, subject to a minimum fee of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ plus VAT will be payable.

**Additional Marketing Costs**

If you wish to cancel this agreement after the initial period, we require **14 days notice** in writing. If you have instructed Towers Wills for any agreed additional marketing this will become payable. The agreed costs of which will be set out in the section below.

**Cooling off period**

1. I/We confirm and agree that we have the right to cancel this agreement within 14 days of the date of instruction “the cooling off period” in accordance with the attached notice of right to cancel the agreement.
2. Subject to the following paragraph, I/We understand that the agent will not undertake any work on my/our behalf during the cooling off period: and
3. Notwithstanding paragraph B above, I /We are specifically requesting you undertake the following work on My/Our behalf within the cooling off period (delete as appropriate) Preparing property details, booking advertising, Erecting For Sale board and other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REQUEST FOR THE COMMENCEMENT OF SERVICES**

I understand that I have a fourteen-day period from the date of the contract in which I may cancel it. Therefore, if I subsequently exercise my right to cancel I must pay the Agent an amount:

1. for the supply of the service for the period for which it is supplied, ending with the time when the Agent is informed of my decision to cancel the contract, and
2. which is in proportion to what has been supplied, in comparison with the full coverage of the contract.

This will include any marketing, energy performance certificate and other costs and expenses that I have agreed to pay should I withdraw from the contract.

I understand that I shall cease to have the right to cancel the contract once the services under the contract have been fully performed by the Agent.

I confirm that I wish the services to start on…………………………………………………….

**Signed…………………………. Date………………………………………………………**

**SIGNATURES**

**Important Notice**: This is a legal document. Before signing this agreement, the Client should ensure that they have read the terms of the agreement and asked for clarification of any issue that is not understood.

By signing this agreement, the Client is entering into a legally binding agreement and confirms that the Client has read and agrees to the terms and conditions of this agreement.

The client acknowledges and warrants that by appointing the Agent the Client is contracting on behalf of the Client and all owners of the property. If the Client is a limited company, those signing on behalf of the Client warrant that they are authorised to do so and personally guarantee the obligations of the Client to the Agent under the terms of this agreement. When you instruct Towers Wills Estate Agents you are contracting on behalf of all the owners of the Property.

**Signatures on behalf of Towers Wills Ltd**

**Name in full: Howard Wills**

**Date: 08/09/2020**

**Signed Seller**

**1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FOR SALE BOARDS**

The Agent asks permission to erect a For Sale board at the Property to assist in the marketing of the Property. Any such board will comply with the Town & Country Planning (Control of Advertisements) Regulations (England) 2007. The Client consents that the Agent may erect a For Sale board at the Property: (Please tick as appropriate)

|  |  |
| --- | --- |
| YES  | x |
| NO |  |

**MONEY LAUNDERING REGULATIONS 2007**

Under the Money Laundering Regulations 2007 the agency is legally obliged to undertake Customer Due Diligence. This will require the client to produce to the Agent Satisfactory evidence of the Client’s identity and current residential address before the Agent can commence marketing the property. With joint ownership/purchase both parties are required to comply.

To enable the agent to comply with the requirements, the Agent must receive certified copies or see the original of the following:

|  |  |
| --- | --- |
| **EVIDENCE OF IDENTITY**  | **EVIDENCE OF ADDRESS**  |
| * Current passport
* Current UK driving license (photo style)
* Firearms or shotgun certificate
* Or another official document containing the Client’s photograph
 | * Recent utility or council tax bill or statement (not mobile phone bill)
* Current bank or building society statement
* Recent mortgage statement
* House or motor insurance certificate
* Current UK driving licence (if not used as proof of identity)
* Vehicle registration document
 |

Please do not sent the originals in the post. Certified copies of identification should be dated and signed “original seen” and include the contact details of the person certifying the copies. If a good reproduction of photographic evidence cannot be achieved, the copy should be certified a good likeness of the client.

In case of a Company Sale the Client should provide:

1. The original or a certified copy of incorporation (a website search if registered with Companies House complies), and
2. Evidence of the identity as listed above on two directors or one director and the company secretary.

The Agent assures the Client that, except in so far as is necessary to comply with the Agent’s legal obligation, the Agent will treat the information supplied as confidential in all respects.

**PROVISION OF ENERGY PERFORMANCE CERTIFICATE**

The marketing of any residential property cannot commence until an EPC is available or has been commissioned. The duty to provide an EPC falls on the Client and an EPC must be made available to a prospective purchaser prior to an exchange of contracts. The Agent has qualified Energy Assessors who are able to provide EPC’s for Clients if required.

**TERMINATION OF AGENCY**

Either party can terminate this agreement by giving 14 days notice to the other in writing expiring on or after the last day of the Minimum Period set out in the terms and condition of business.

**EXPENSES**

The client has requested Towers Wills to carry out the following specific additional marketing/advertising (Special Marketing): (insert details and, if known cost) e.g. video tour etc.

…………………………………………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………………………………………

**SETTLEMENT OF FEES**

(a) **Fees Payable for Sole Agency and Joint Agency agreements.**

Commission fees, plus any outstanding additional expenses agreed with the Client, become due at exchange of contracts and payable upon the earlier of (a) completion of the sale and (b) 3 months after the date of exchange of contracts or at such other time as the Agent and the Client may agree in writing.

(b) **Responsibility of Fees**

The responsibility for the payment of the Agent’s Fees remains with the Client. The Client hereby irrevocably instructs the Client’s solicitors/licensed conveyancer to pay the Agent’s Fees in full within 3 working days after the completion of the sale.

If the account remains unpaid 10 working days after the payment date the Agent reserves the right to charge daily interest on the outstanding balance at an annual rate of interest at 4% above Lloyds TSB Bank Plc base rate from the due payment date until payment is received in full.

**DISCLOSURE**

On and after the signing of this agreement the Client undertakes to direct any prospective purchaser or purchasers of the Property to the Agent. If the Client is aware of any person(s) interested in the Property before the signing of this agreement, the name and address of such parties should be given here. Should any of these parties conclude a sale the Agent will be entitled to commission at the reduced rate of [ NA ] % plus Value Added Tax.

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

**PERSONAL INTEREST**

By law, the Agent must declare whether there is a personal interest in the sale of the Property. To assist the Agent to fulfil this obligation the Client is asked to indicate any personal association with the Agent of which the Client is aware. If the Client is, or thinks they may be, a close relative or a friend or have any business interests with anyone involved with the Agent, the Client should let the Agent know immediately.

**Is the client aware of any such interest YES ( ) NO ( x )**

**If the answer is YES, please give additional details:**

**…………………………………………………………………………………………………………………………………………………….**

**EXTRA SERVICES**

By law, the Agent must tell the Client if the Agent or any connected person intends to earn any commission from offering the Client or a prospective buyer other services. The Agent may elect to accept instructions to sell or otherwise dispose of any property of a prospective purchaser. The Agent will also have the right to offer any prospective purchaser financial services in the form of a mortgage or other financial services, as may be required, as well as other services including conveyancing, auctions and professional services. The Agent will provide details of any such services which, to the Agent’s knowledge, any prospective purchaser requests and the Agent will ensure that these do not create any conflict of interest in relation to the sale of the Client’s property. If the Agent or any connected person earns money from any of these services the Agent or connected person would keep this commission.

**Solicitors**

When instructing our recommended solicitors Towers Wills will be paid the sum of upto three hundred pounds as an introductory fee. We believe that this business relationship will enhance the service as we will be helping with the administration of the transaction and all communications.

**ACCESS TO PREMISES**

If the agent holds the keys to the property, the Agent must accompany any viewings of the Property, unless the Agent and Client agree otherwise. If the Agent is arranging for someone to view an occupied property, the Agent must agree the arrangements with the occupier beforehand.

It is the Agent’s usual practice to release the keys to certain professionals who require access, such as surveyors acting on behalf of purchasers. In order to avoid delaying the sale, once the Agent has established their identity, they are permitted to inspect the Property unaccompanied. Please advise the Agent immediately if this is NOT acceptable to the client.

The Agent will continue to seek the Client’s permission to allow unaccompanied visits by other third parties such as trades people or representatives of any utility companies. The Agent accepts no liability for maintenance of unoccupied property for sale.

**THE PROPERTY OMBUDSMAN**

The Agent is a member of The Property Ombudsman Scheme (TPOS) and follows the TPOS Code of Practice. The Client agrees that the Agent may give information about the sale of the Property to the Ombudsman, if the Client has registered a complaint

**CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (CPRs)**

The Agent is obliged to comply with the CPRs which (among other things) prohibit the Agent from giving false or misleading information or hiding or failing to provide material information in relation to the Property (which includes any information relating to any defects in or drawbacks of the Property) in a clear, intelligible and timely fashion. The Client must not raise any objection to any statements made or action taken by the Agent with a view to complying with the CPRs.

**DATA PROTECTION**

The Agent is registered under the Data Protection Act 1998.

**COMPLAINTS HANDLING PROCEDURE**

Towers Wills has a Complaints Handling Procedure, a copy of which can be obtained upon request if required.

In the event that any complaint is not resolved between the Agent and the Client in accordance with such procedure, the Client has a right to refer the matter to The Property Ombudsman.

**COMPLIANCE WITH LAWS**

The Agent and the Client acknowledge their respective obligations to comply with all applicable laws in the marketing and prospective sale of the Property and mutually agree to do so. Where the law and the interests of the Client conflict, adherence to the law must prevail.

**Notice of Right to Cancel the Agreement**

You have the right to cancel this agreement within **fourteen days** without giving any reason. The cancellation period will expire after fourteen days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform Towers Wills (details below\*) of your decision to cancel this contract by a clear statement (eg. a letter sent by post or email).

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

\*Our details are:

Towers Wills, Suite 1, The White House, 114 Hendford Hill Yeovil, Somerset, BA20 2RF

Email: info@towerswills.co.uk

## Our Privacy Policy

This statement explains the privacy and the data protection practices which apply to Towers Wills Estate Agents, The White House, 114 Hendford Hill, Yeovil, Somerset BA20 2RF.

Our aim is to safeguard our users' privacy whilst providing a personalised and valuable service. Collecting personal information is necessary if we are to satisfy the expectations and requirements of our users, e.g. by communicating with them and providing an interactive service. We appreciate that you do not want the personal information you provide to us distributed indiscriminately and here we explain what information we collect, what we do with it and what controls you have.

**SECURITY**

At Towers Wills Estate Agents we are committed to protecting your privacy, we follow strict security procedures to ensure that your personal information is not damaged, destroyed, or disclosed to a third party without your permission, and also to prevent unauthorised access to it. The password protected computers and password protected cloud based websites that store the information are kept in an alarmed/manned secure facility with restricted physical access, and we use secure regularly updated firewalls and regularly updated virus/malware software and other measures to restrict electronic access.

**PERSONAL INFORMATION**

Any initial personal information such as name, postal address, telephone number, and email address will only be used to provide a requested service and will not be disclosed to any other third party without your prior permission unless listed below or unless we are required to do so by law.

As an Applicant: We will hold your data to provide Estate Agency Services, and may share your data with associated services such as Conveyancing, Financial Services, General Marketing and providing your name to our vendor when arranging a viewing.

When you have asked us for a valuation we may share your data with property professionals such as solicitors, financial advisors, surveyors, contractors, other agents along with general property marketing. We may also use 3rd party software to provide these services.

As a Vendor: We may share your data with other property professionals including Solicitors, EPC providers, Financial Advisors, Surveyors, Contractors, other Estate Agents involved in the sales chain, Applicants viewing the property, Post Sale updates, General Marketing etc. We may also use 3rd party software to provide these services.

As a Buyer: We may share your data with other property professionals including Solicitors, Financial advisors, Surveyors, Contractors, Other Agents involved in the sales chain, the vendor of the property you are buying, Post Sale Updates, General Marketing etc. We may also use 3rd party software to provide these services.

As a Mortgage/Insurance customer: We may share your data with other property professionals including Financial Advisors, Surveyors, Contractors, Other Agents involved in the sales chain, Post Sales Updates, General Marketing etc together with Lenders/Insurance Companies and associated compliance networks.

**FROM COMPLETION:**

Our sale files will be kept for a period of 7 – 10 years as required by the Ombudsman of Estate Agents and HMRC

We may continue to keep your data to market to you for a period of up to 10-15 years as the relationship we have with many clients is continued over many years. Some of our customers only move very occasionally however we will give you the option to opt out of our communications at any time.

**GENERAL INFORMATION**

Any non-personal information such as IP address, pages accessed, and files downloaded will only be used to determine how many individuals use our site, how many people visit on a regular basis, which pages are most popular, and which pages are least popular. This information doesn’t tell us anything about who you are or where you live, it is simply used to enable us to monitor and improve our service.

**LINKS**

Our website may contain links to third party sites we have no control over, if you visit those sites you should check you are happy with their own privacy policies and terms of use before providing any personal information. In addition, if you linked to our website from a third party, we cannot be responsible for the privacy policies and practices of that third party site.

**YOUR ACCEPTANCE**

By using our website or services, registering with us as an applicant either directly or via a portal or as a vendor or potential vendor asking us to market your property or as a mortgage/insurance client you consent to the collection and use of information by Towers Wills Estate Agents in accordance with our privacy policy. If you do not agree to this policy, please do not use our site or ask us for our Services. You have the right to withdraw your consent to us using your data and request that we delete it. To do this please contact us

**YOUR RIGHTS**

Any personal information submitted is treated in accordance with the Data Protection Act 1998 and the update of 25th MAY 2018 to the new GDPR. To find out more about your entitlements under this legislation, visit the Information Commissioner's web site at https://ico.org.uk/concerns/ and other information at www.gov.uk/data-protection or read the Act online www.legislation.gov.uk/ukpga/1998/29/contents

If you would like to review or revise information you have previously provided to us, or you have any questions relating to this Privacy Policy, you may do so via our contact us page and we will address your concerns and attempt to solve any problems to your satisfaction

You have the right to access and request a copy of all data held, correct the data held, restrict the use of data or to request removal of such data assuming that it does not have to be held to comply with other regulations/legal reasons. You can also request a typed copy of this Privacy Notice if required

You have the right to lodge a complaint to the ICO https://ico.org.uk/ If you believe we have not acted according to the regulations.

I confirm I have read and understood the above:

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_