

Sales Agency Agreement Terms & Conditions



Guards Real Estate will act as Selling Agents for the property above in accordance with the Estate Agents Act 1979, on the terms below.

Client's full name(s):

.....

(We require full name(s) of the registered owner(s) or person(s) who has consent or authority to instruct us to sell the property. If the property is owned by a company, please provide company name, registration number and registered address)

Property Address:.....

Correspondence Address:.....

Tel: Tel Work:.....

Mobile: Email:.....

Agency Type: (Tick box)

Sole agency, 2.5% + VAT (3% inc VAT) ☐ Multi agency, 3% + VAT(3.6% inc VAT) ☐

Tenure: (Tick box)

Freehold ☐ Leasehold - Expiry Date:

Share of Freehold ☐ Other:

Service Charge £..... pa Ground Rent..... pa

Parking Space?

Asking Price:

I/We have read and understood the aforementioned Terms and Conditions and wish to instruct Guards Real Estate Ltd to undertake the selected service on page 1 as per the above & below Terms and Conditions:

Contents Signed (seller):

Signature:

Date:

Do not sign above unless you wish us to begin marketing, selling your Property immediately.

Land Registry Number (Copy of Land Registry Entry).....

Tick if you have attached the documents (alternatively you can email these documents to admin@guardsrealestate.com)

Copy of passport: ☐ Copy of Utility Bill: ☐ Do you reside overseas: Yes ☐ No ☐

Sign/Initial

Date:

Company Address: Suite 35, Berkeley Square, London W1J 5BF
Company Reg. No: 10723898
VAT Reg. No: 293848843

Notice of Right to Cancel
ONCE THE TERMS AND CONDITIONS HAVE BEEN SIGNED, THERE IS AN AUTOMATIC 14 DAYS WITHIN WHICH YOU CAN CANCEL THE INSTRUCTION FOR US TO SELL YOUR PROPERTY. THEREAFTER, THE CANCELLATION PERIOD FOR MULTI-AGENCY IS FOUR WEEKS' NOTICE AND SOLE AGENCY IS SUBJECT TO A MINIMUM TERM OF THREE MONTHS FROM THE DATE ON WHICH THE TERMS OF BUSINESS ARE SIGNED.

Cancellation must be confirmed via post or written email in a clear statement exercising your right to cancel. This cancellation process applies if you have signed the agreement virtually and have not signed face to face with a representative of Guards Real Estate in line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Private Sale
When Guards Real Estate has received instruction to sell a property on either a sole agency or multi-agency basis, any private offers must be negotiated through Guards Real Estate. A fee of no less than 1% + VAT (1.20% including VAT) of the completed sale price will apply.

Introducers
Guards Real Estate reserves the right to sub-instruct other agencies throughout the marketing of your property. This will be done with your best interests in mind and at no additional cost to you. All viewings will be coordinated by Guards Real Estate.

Third Parties
Guards Real Estate may work alongside third-party companies, including financial service providers and mortgage brokers. We may refer clients to these companies and may receive a referral fee. These companies are entirely independent and Guards Real Estate does not hold responsibility for their services.

Other Services
A purchaser may request related services from Guards Real Estate. We may retain a fee from such agreements. These services include:
a) Property management
b) Sale or rental of properties
c) Third-party referrals such as mortgages, EPCs, solicitors, contractors

Copyright
Guards Real Estate retains copyright over all materials created in connection with the sale of your property. A charge of £250 per item will be payable if any material is used or distributed without our consent.

Multiple Agency
You will be liable to pay our fees if contracts are exchanged with a purchaser introduced by us or made aware of the property through our efforts. Multiple agency can be terminated by either party with four weeks' written notice.

Energy Performance Certificate (EPC)
It is a legal requirement to commission an EPC before marketing your property. We can arrange this at a cost of £192 (£160+VAT)

Multiple Agency
You will be liable to pay our fees if contracts are exchanged with a purchaser introduced by us or made aware of the property through our efforts. Multiple agency can be terminated by either party with four weeks' written notice.

Fees (Inclusive of VAT)
Fees are calculated based on the sale price achieved. VAT is included in the following fee rates:
- Sole agency: 3.0% (2.5% + 0.5% VAT)
- Multiple agency: 3.6% (3.0% + 0.6% VAT)
Fees become payable upon exchange of contracts and are usually deducted from sale proceeds at completion.

Responsibility of Fees
All parties named in this agreement are responsible for fee payments. If this contract is terminated and the property is later sold to a party introduced by Guards Real Estate within six months, a full fee is payable.

Dual Fee Liability
A dual fee may apply if:
a) Another agent was previously instructed on a sole agency basis
b) Another agent is instructed during or after our sole agency period

Time and Payment of Fees
Fees are due upon exchange of contracts. By signing this agreement, you authorise your solicitor to settle our fees from the sale proceeds.

Interest
We reserve the right to charge interest at 3% above the Bank of England base rate on overdue fees, starting 28 days after the due date.

Connected Persons
As per Section 21 of the Estate Agents Act 1979, we confirm no personal interest unless otherwise disclosed. Please notify us if you become aware of any.

Date:

Sign/Initial

Anti-Money Laundering Regulations

We comply with the Money Laundering Regulations 2017 and the Sanctions and Anti-Money Laundering Act 2018. Identification must be verified before any services commence.

Data Protection and Privacy Policy

We comply with all applicable data protection laws. Your data will be stored securely and used only for the purposes of our services.

Disclosure

If you receive a private offer or an offer via another agent or solicitor, you must disclose the purchaser's identity to us prior to exchange.

Jurisdiction

This agreement is governed by the laws of England and Wales.

Entire Agreement and Variations

This document represents the entire agreement between you and Guards Real Estate Ltd. Any amendments must be approved in writing by Company Directors



**Complete, detach and return this form :
ONLY IF YOU WISH TO CANCEL THE CONTRACT**

To: Guards Real Estate LTD
Berkeley Suite 35 Berkeley Square Mayfair London W1J 5BF
Email: Accounts@guardsrealestate.com

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these terms of business.

Name:

Property Address:
.....
.....

Landlord Sign (to cancel) : **Date:**

Date Terms were signed: