

PETER BALL & CO.  
ESTATE AGENTS

# Terms of Business

& CO  
GROUP

**TERMS & CONDITIONS**

You are entering into an agreement with And Co Property Services Ltd. trading as Alexander & Co, Peter Ball & Co, Macintyers or any subsequent subsidiaries or trading names.

Our registered office address is Pevensey House, 27 Sheep Street, Bicester, Oxfordshire, OX26 6JF.

We trade as a limited company registered at Companies House under registration number: 0720934-

Our VAT number is: 123 3997 07.

This agreement in accordance with the Estate Agents Act 1979 sets out the terms and conditions under which And Co Group, 'the Agent' will act for you, 'the Client' in the sale of your property. This is a legal document so please take the time to read it carefully and ask any questions relating to it before signing. It should be signed by both you as seller of the property (or a person with legal authority to act on your behalf) and by a member of our management staff.

**NAMES OF SELLERS OR BENEFICIAL OWNERS**

1: Name ..... Date of Birth .....

Tel ..... Mobile ..... Email .....

2: Name ..... Date of Birth .....

Tel ..... Mobile ..... Email .....

**ADDRESS OF PROPERTY TO SELL**

.....  
.....  
..... Postcode .....

**CORRESPONDENCE ADDRESS**

.....  
.....  
..... Postcode .....

**MARKETING/ASKING PRICE**

£ ..... Freehold / Leasehold

**AGENCY TERMS**

You will be liable to pay our fee, in addition to any other costs or charges agreed, if unconditional contracts for the sale of the property are exchanged:

- during the period of this agreement
- at any time after the termination of this agreement with a purchaser introduced to the property by us during the period of this agency agreement
- with a purchasers whom we had negotiations about the property during that period
- or if we are instructed on a sole agency basis, with a purchaser introduced by another agent during that period.

**SOLE AGENCY**

We will act as your sole agent for a minimum exclusive period of 16 weeks and will continue thereafter unless either party gives 28 days written notice after it has elapsed. No other agent may be appointed, but if one is you will create a dual fee liability. Our fee will increase to our Multi Agency fee, if the other agent sells the property we will still be due a Sole Agency Fee.

**JOINT AGENCY**

We will act as your agent with one other agent.

**MULTI AGENCY**

We will act as your agent until either party gives 28 days written notice.

**AGENCY RATE+VAT**

Our fees are shown as a percentage, and are calculated using the Marketing/Asking Price. If the property is sold for a higher or lower figure the fee will vary accordingly.

O	SOLE AGENCY	1.8% inc. VAT (1.5% plus VAT)	Example: Fee: £..... +VAT (£..... inc. VAT)
O	JOINT AGENCY	2.1% inc. VAT (1.75% plus VAT)	Example: Fee: £..... +VAT (£..... inc. VAT)
O	MULTI AGENCY	3% inc. VAT (2.5% plus VAT)	Example: Fee: £..... +VAT (£..... inc. VAT)

Our charges are subject to a minimum fee of £3,600 inc. VAT. This minimum fee will be applicable where the property being marketed is below £200,000 in value.



**CUSTOMISED MARKETING PLAN** (to be paid in advance)

<input type="checkbox"/>	Energy Performance Certificate (EPC)	£90 inc. VAT
<input type="checkbox"/>	EPC, Professional Floor Plan & Photography	£150 inc. VAT
<input type="checkbox"/>	Photography & Floor Plans only	£108 inc. VAT
<input type="checkbox"/>	EPC, Photos, Floor Plan & Video Tour	£210 inc. VAT
<input type="checkbox"/>	Professional Video tour	£90 inc. VAT
<input type="checkbox"/>	Photos, Floor Plan & Video Tour	£180 inc. VAT
<input type="checkbox"/>	Rightmove Premium Display	£60 inc. VAT
<input type="checkbox"/>	Printed Glossy Brochures	£240 inc. VAT
<input type="checkbox"/>	Aerial/Elevated Photography	£275 inc. VAT

**INTERESTED PARTIES**

Have any individuals or parties shown interest in purchasing the property prior to this agreement, privately or through another agent? Please see detailed terms overleaf. Yes/No

**ENERGY PERFORMANCE CERTIFICATE**

In signing this agreement, you acknowledge that you are required to provide an up-to-date EPC for your property. Your options are as follows:

- I have an up-to-date EPC and will provide a copy
- I will order an EPC within 7 days, provide evidence that an order has been placed and provide a copy of the EPC within 21 days
- I will pay for And Co Group to organise an EPC for me at the cost of £90 inc. VAT

**SELLER’S LEGAL REPRESENTATIVE (IF KNOWN)**

If you do not have a legal representative, we work with a select panel of local companies and will arrange a no-obligation quotation for you.

Contact ..... Firm .....

Tel ..... Email .....

**GENERAL DATA PROTECTION REGULATIONS**

I give consent to you, the Agent, to process my/our personal data noted on this agreement and transmitted to you in future messages for the purpose of marketing the property. I additionally authorise you to communicate my/our personal data to third parties who are a necessary adjunct to the marketing process, such as, but not limited to: sign and board contractors, solicitors and financial service providers. I understand that I may withdraw consent at any time, and once our business relationship is at an end, I may request you delete it.

Vendor initial .....

**NOTICE OF THE RIGHT TO CANCEL**

If this agreement is concluded in a place which is not the business premises of the Agent, as a Distance or Off-Premises contract, you have the right to cancel within 14 days if you wish. This right can be exercised by emailing us or delivering the Cancellation Notice provided overleaf within the cooling off period.

- The Agreement is being signed in the Agents’ premises, the cooling off period does NOT apply and marketing will begin immediately
- The Agreement is being signed away from the Agents’ premises, the 14-day cooling period DOES apply. You instruct us to begin marketing immediately on the understanding that withdrawal fees may apply if you cancel the contract
- The Agreement being signed away from the Agents’ premises, the 14-day cooling off period DOES apply. You instruct us to wait 14 days to begin marketing. The Exclusive Period will start when marketing begins

**CLIENT IDENTITY & MONEY LAUNDERING**

We are required by law to prove the identity of clients selling property prior to the commencement of marketing, a process known as client due diligence.

To complete this initial stage of the selling process, we have partnered with an award-winning local property law firm, Thomas Legal, who will be in touch with you directly to confirm our requirements in this regard. At the same time they will be able to give you a full breakdown of the potential conveyancing fees applicable to your sale with the added benefit of an exclusive “no fault no fee” service which applies to all Peter Ball clients.

It is worth noting that by instructing a law firm at the time we commence marketing your property, you could potentially save weeks in relation to the moving process so we strongly recommend that you consider doing this.

Please note that by signing these terms of business you are consenting for us to pass your personal information to Thomas Legal for the purposes of completing client due diligence and furthermore that they are entitled to provide you with a no-obligation quote for the legal work relating to the sale of your property.

**AUTHORISATION**

You are instructing & Co Group to market your property for sale at a Marketing/Asking price of £.....

You are instructing us on a ..... agency basis and our fees will be ..... % inc. VAT (..... % + VAT) which will equate to £..... + VAT (£..... inc. VAT), based on achieving the asking price. If the property is sold for a higher or lower, the fees will vary accordingly.

**CLIENT AUTHORISATION**

I am entitled to sell the property and have read, understood and agreed to the terms of this Agreement. I confirm that to the best of my knowledge the information regarding the property is accurate, and that I have not withheld any materially significant information regarding the property. The information provided may be used at the Agent’s discretion in connection with the proposed sale of the property, released to any prospective purchaser, and I hereby indemnify the Agent accordingly. Should there be any changes I will notify the Agent in writing.

1: Signed .....  
Print .....  
Date .....

2. Signed .....  
Print .....  
Date .....

**AGENT AUTHORISATION**

I have verified the identity of the seller(s) by checking the original documentation listed above. Signed on behalf of the Agent

Signed .....  
Print .....  
Date .....

Position .....  
Tel .....  
Office .....

**CANCELLATION NOTICE**

Only complete, detach and return this section of the form if you wish to cancel the contract within the 14-day cooling off period, if applicable. This is not a dis-instruction form.

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

Sellers ..... Address .....  
.....

Signed ..... Print ..... Date .....



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## OMBUDSMAN SCHEME

We are members of a property ombudsman scheme and follow their code of practice, which is available at [www.tpos.co.uk](http://www.tpos.co.uk).

## COMPLAINTS PROCEEDURE

We are accredited by the Royal Society of Chartered Surveyors (RICS), the National Association of Estate Agents (NAEA), the Association of Residential Letting Agents (ARLA) and the Property Ombudsman (TPO) and aim to provide the highest standard of service to all vendors, purchasers, landlords and tenants. If you believe you have a grievance full details of our complaints policy can be found on our website and is also available upon request.

## PEP POLITICALLY EXPOSED PERSON

Domestic or foreign PEPs are individuals who are or have been entrusted with prominent public functions, for example, Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, or important political party officials; or a family member or close associate of any of the above. In signing this Agreement, you acknowledge that you are must inform us if you are such a person.

## MARKETING/ASKING PRICE

The marketing/asking price does not represent a formal valuation of the property and may change during the term of the agency, but this will not affect the agreement itself.

## IMMEDIATE START, WITHDRAWAL CHARGES AND TERMINATION

0-14 days from instruction on any agency type. If you have instructed us to commence marketing immediately and then cancel the contract within the first 14 days (if the cooling off period cancellation rules are applicable), you will be liable to a withdrawal fee of £600 inc VAT to cover the amount of work and the services which we have provided during the period up to the point of cancellation.

If a buyer introduced by us during this cooling off period goes on to purchase your property, a full fee is payable as explained under Fee Entitlement and Ongoing Liability.

From day 15 of the instruction, you can cancel the contract after any specific Exclusive Period has elapsed, with no penalty, by giving notice, the period of which is overleaf.

## ESTATE AGENCY ACT: PERSONAL INTEREST

The law requires that we declare to prospective purchasers if you are related or connected in business to any member of staff in the Agency, or any associated company. In signing this agreement, you agree to inform us of any such relationship.

A connected person is very widely defined so please ask if you are unsure.

## FOR SALE SIGN

Planning regulations permit the display of one advertisement, consisting of a single board or two boards joined back to back. You confirm that no other board other than ours will be erected, unless back to back as described. The legal responsibility that only one board is erected lies with both the seller and the Agent. It is important that you are aware that the provision by us of a For Sale board will be an introduction to a purchaser who subsequently exchanges contracts even if you were previously acquainted with that person. We will erect a signboard unless otherwise instructed. Please note: the sign will be erected by a subcontractor and in the unlikely event of a claim for damage, they are responsible for it.

## ENERGY PERFORMANCE CERTIFICATES

An EPC is required by law when a building is built, sold or put up for rent. It is valid for ten years. The seller and a person acting on behalf of the seller must use all reasonable efforts to ensure that an EPC is obtained within 28 days of marketing beginning. We can arrange an EPC for you (at your cost) or you may wish to provide your own. In the event that you supply your own, we need a copy within 28 days from the start of this contract or we will be obliged to suspend marketing until it is made available to us.

## MARKETING HIATUS

This suspension of marketing, for any reason will count as a Marketing Hiatus and our Exclusive Period will go on hold and resume when active marketing begins.

## PROPERTY DESCRIPTION

Both the seller and Agent have a duty to ensure that any information provided about the property is accurate and not misleading. No information may be omitted which may impact on a prospective buyer's transactional decision. You agree to check the sales particulars and notify us of any inaccuracies. You must also confirm any information provided by you is true and be able to supply documentary evidence to substantiate any claims made.

## COPYRIGHT

We retain the copyright to all advertising material used to market the property and reserve the right to use it for marketing initiatives following completion.

## FIXTURES AND FITTINGS

You will be required to supply us with details of all fixtures and fittings to be included in the sale of the property to comply with the requirements of the Unfair Trading Regulations 2008, all fixtures and fittings mentioned in the sales particulars will be deemed to be included in the sale unless otherwise specified in writing.

## UNOCCUPIED PROPERTY

We act as sales agents only and under no circumstances do we take responsibility for unoccupied property. Unoccupied property can deteriorate quickly and we strongly advise clients to make arrangements for their property to be checked regularly by a competent person.

## ACCESS TO PREMISES

If we hold a key to the property, we will accompany any viewings unless agreed otherwise. If we arrange for someone to view an unoccupied property, we will agree the arrangements with you beforehand. It is our usual practice to release the keys to professionals who require access, such as surveyors acting on behalf of purchasers. In order to avoid delaying the sale, once we have established their identity, they will be permitted unaccompanied access. Please advise us immediately if this is NOT acceptable. We will continue to seek the seller's permission to allow unaccompanied visits by any other third parties, such as tradespeople or representatives or any utility companies.

## PUBLIC LIABILITY

It is your responsibility to make sure that your property is safe for our team and visitors and that they will not come to harm. You must inform us of any hazards, for example, but not limited to: loose carpets, uneven stairs, loose or missing handrails. It is an express condition of this contract that you full indemnify us against any claim made by any visitor for any injury sustained on your property.

## FINAL SELLING PRICE

The final sale price includes the price the property is sold for, the value of the fixtures and fittings and any other fees for incentives, before discounts, agreed between the buyer and seller.

## SUB-AGENT

We reserve the right to use national and international sub-Agents to assist in marketing.

## OTHER SERVICES

We reserve the right to offer a range of other services to sellers and prospective purchasers from which we may derive commissions or fees. Where required by law, we will declare these fees in writing.

## DISCRIMINATION

We will not discriminate, or threaten to discriminate anyone for any reason.

## DEFINITION OF INTRODUCTION

For the purpose of this specific agreement, 'Introduction' means that we, the Agent, introduce a potential purchaser to you, the seller, both natural persons.

We, the Agent, will be advertising and promoting the property through publicly available media and signboard, at our expense and risk. Even if we, the Agent, and our representatives are not physically present, and you and your property are identified as such published information, or signboard, it is agreed that an 'introduction' has been made by us.

For the avoidance of doubt, 'introduction' does not mean that we will introduce the purchaser to the sale, but that we will introduce them to you and your property.

## FEE ENTITLEMENT

The commission fee will be earned by us if we introduce, directly or indirectly, a person to you, the seller, who goes on to complete a contract to purchase the property during the period of the contract.

For the avoidance of doubt, as we, the Agent, will be advertising and promoting the property at our risk, we have a specific entitlement fee if: the property is sold to a family member, friend, acquaintance or colleague; one of the owners buys another owner's share (e.g. as part of a separation agreement); the property is sold to a property developer; the property is part exchanged; the property is sold at auction or is repossessed; if the seller withdraws for any reason after contracts are exchanged.

### ONGOING LIABILITY

If you withdraw your property from sale, unsold, you may have ongoing fee liability to us. If you terminate our agreement and then sell your property to a buyer first introduced by us, who is re-introduced via another Agent within six months of our agreement ending, a full fee is payable. If the introduction is more than six months after termination, no fee is payable. If you terminate our agreement and then sell your property privately to a buyer first introduced to you by us within two years of this agreement ending, a full fee is payable.

### INTERESTED PARTIES

If any individuals or parties have shown interest in purchasing the property prior to this agreement, privately or through another agent, we will be entitled to our fees if we 'introduce' the buyers either directly or indirectly, e.g. after seeing a For Sale board or identifying the property from published information on the internet. To avoid future disputes, it is therefore important that you tell us now. Even if you declare an 'interested party', it may be that the party has since lost interest. If we are able to revive that interest, we will be entitled to commission.

### PAYMENT

Our fee, and any additional costs agreed, becomes liable when we find you a buyer and contracts are exchanged. Our fees are due on completion, or four weeks after exchange of contracts, whichever is the sooner. We may, at our exclusive discretion, extend this. In signing this agreement, you instruct the solicitor or conveyancer to discharge our fees without deductions. Should your account not be paid within seven days of completion, any discount will become void. Interest will also be added at a rate of 8% above the prevailing Bank of England base rate from the date of completion.

### DUAL FEE WARNING

If you have instructed any other Agent to sell your property on a sole agency/sole selling rights basis, you may be liable to pay their fee as well as ours. Please note that if a multiple agency arises, you may be liable to pay a higher fee and another fee.

### VAT

These Terms and Conditions detail the Agent's fees inclusive of VAT and exclusive of VAT. If the rate of VAT is changed by the government, it is agreed between the parties that the Owner will be liable to pay the new rate of VAT from the date the new rate of VAT is chargeable regardless of whether the Agent has notified the Owner of the change.

### RELATIONSHIP TO THE PARTIES

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Owner and the Agent.

### JURISDICTION

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of England and Wales, and each party hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.