

## SALES CONTRACT

We understand that these **CONDITIONS OF ENGAGEMENT** are subject to **REGENCY ESTATES TERMS OF AGENCY** as set out overleaf, and hereby confirm that:-

I am the owner/we are the owners/one of the joint owners or the authorised representative of the owner(s) of this property which I/we wish to sell with full vacant possession on completion of the purchase. I authorise Regency Estates to carry out any necessary checks to confirm this.

- 1) I/We agree that **Regency Estates** shall have **SOLE SELLING RIGHTS** concerning the sale of this property for no fixed tie in period and can be terminated by either party giving 28 days' notice in writing.

**SOLE SELLING RIGHTS** You will be liable to pay remuneration to **Regency Estates** in addition to any other charges or costs agreed in each of the following circumstances: -

- a) If unconditional contracts for sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but by another Agent, any other person or you. In addition, a full fee will be charged if a sale is negotiated to a Developer under a Part Exchange scheme or to a spouse/partner under a matrimonial or any other such agreement.
- b) If unconditional contracts for the sale of the property are exchanged after the expiry date of the period during which we have sole selling rights to a purchaser who was introduced to you by us during that period or with whom we had negotiations about the property.
- c) The purchaser is defined as anyone who enters into a binding, unconditional contract for the purchase of the property.
- d) Further to the '5<sup>th</sup> Anti-Money Laundering Directive', it is necessary to comply and provide proof of ownership. Regency Estates will conduct a Land Registry search on your behalf. Alternatively, if you have obtained your own search within the last 3 months, please forward a copy.
- e) Commission will be charged at a fee of **1.2% inc. VAT** (1% + VAT), subject to a minimum fee of **£1800.00 inc. VAT** (£1500 + VAT) This is inclusive of all marketing costs, advertising expenses including the FOR SALE board, high quality photography, floor plan, EPC and accompanied viewings.
- f) If the contract is terminated without a sale having been achieved a fee of £300inc. VAT is payable to cover costs including floor plan, EPC, photography & Land Registry search. In the instance where none of the above have been arranged via Regency, there will be no charge for any of these services should you withdraw. The time period is at the discretion of the Director/Sales Manager.
- g) h) The case of multiple ownership, each owner is jointly and severally liable for the payment of all monies due under these conditions.

### Sales Team

☎ 01204 695919

✉ [sales@regencyestates.co.uk](mailto:sales@regencyestates.co.uk)

### Contact Details

📍 29 Lee Ln, Horwich, Bolton BL6 7AY

🌐 [www.regencyestates.co.uk](http://www.regencyestates.co.uk)

- h) Unless otherwise instructed, Regency Estates will offer all applicants, prospective purchasers, buyers and vendors a full range of Estate Agency Services including a valuation of their property.
- i) **Regency Estates** are therefore, likely to receive additional payment and/or commission from a third party if such services are used by any purchaser/vendor.
- j) We routinely refer our clients to our preferred solicitors these are Rowlinsons Solicitors and KBL Solicitors. It is your decision whether you choose to deal with either conveyancers. Should you decide to use Rowlinsons, you should know that we would receive a referral fee of £100.00 inc. VAT from the recommendation.
- k) We reserve the right to charge abortive sale costs if you withdraw from an agreed sale. This would be at our discretion, but no higher than the original agreed sales commission.

### TERMS OF AGENCY

1. The commission is due and payable on completion of the sale of the property and should be discharged by the vendors solicitors out of the proceeds of the sale.
2. Standard agency procedures involve the preparation of sales details, produced in accordance with current Estate Agency Legislation which are then circulated to selected applicants and displayed within our office. A copy of the sales details/brochure can be sent to the vendor on request before going on the market.
3. In order that the sales details comply with the 'The Consumer Protection Regulations Act 2008' all statements on sales details and within the property advertisements must be precise and factual. **Regency Estates** reserve the right to exclude any details provided by the vendor, which may be misleading or are known to be false. Reference to any repairs or improvements will only be made providing there is sufficient documentary evidence in the form of receipts, certificates, detailed plans and guarantees that such work has been carried out. Reference to heating and similar systems are made on the assurance of the vendor that they are in good working order and if there is any change in the working status of such systems the vendor is required to notify **Regency** in order that suitable amendments may be made to the sales details. **N.B We would strongly advise all vendors of empty properties irrespective of the time of year, to have the water system fully drained.**
4. Photographs must represent a true likeness of the property.
5. The property will be displayed in the Regency office and details including brochures will be available during opening hours.
6. It is standard company policy to erect a For Sale board (if requested) at the property.

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7. Appointment for prospective purchasers to view your property will be made by **Regency Estates** and we recommend that for reasons of security, you do not allow access to your property to any potential purchaser unless an appointment has been confirmed by our office. We are happy to accompany all viewings at the vendors request.
8. **ALL** offers received for the property will be submitted for your consideration at the earliest possible opportunity in accordance with Estate Agency Legislation they will also be confirmed in writing. The sales negotiators will always be available (during opening hours), at all stages of the marketing of your property and to give advice & assistance when needed.
9. The right is specifically reserved to decline instructions or to terminate this engagement at any time, where in **Regency Estates** opinion, the vendor behaves in an unacceptable manner to **Regency Estates** or prevents **Regency Estates** from acting within the law.

*These conditions of Engagement and Terms of Agency are believed to comply with the Consumer Protection Regulations Act 2008. The Estate Agency Agents (Provision of information) Regulations 1991, The Estate Agents (Undesirable Practices) No 2 – Order and the Property Mis-descriptions Act 1991*

If you wish us to market your property with immediate effect, please sign and date the declaration below which voids the cooling off period and gives **Regency Estates** the right to market immediately.

**I hereby give Regency Estates the authority to market with immediate effect, which will cancel the above 7 day cooling off period.** If you do not wish to do, please sign N/A below.

SIGNED

DATE

Signed acknowledgement of receipt of these terms and conditions are required in order for us to commence the marketing of the property (A copy of which should be retained by yourself).

Any variation of these Agency Terms will be confirmed in writing at the time they are agreed or as soon as possible thereafter.

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**Your Right to Cancel**

Once you have signed, beginning the day after we receive your signed agreement, you will have the right to cancel this agreement within a period of 14 days. You can do this by sending or taking a written notice of cancellation to **Regency Estates, 29 Lee Lane, Horwich, Bolton, BL6 7AY** or emailing [sales@regencyestates.co.uk](mailto:sales@regencyestates.co.uk)

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**GDPR**

I understand that Regency Estates will forward name and address to any solicitor appointed by the purchaser as part of the Memorandum of Sale.

PRINT NAME

SIGNED

Date

I/We hereby acknowledge the receipt of **Regency Estates** Conditions of Engagement and Standard Terms of Agency and confirm that they are acceptable.

**PROPERTY ADDRESS:**

I hereby authorise **Regency Estates** to offer the above property for sale quoting a price of £

PRINT NAME

SIGNED

Date

**SIGNED FOR REGENCY ESTATES:**

PRINT NAME

SIGNED

Date

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