

Swift Sale Estates - Terms and Conditions

By entering this agreement you are confirming you have read these Terms and Conditions and agree to them. Also that you will provide, on request, and is necessary, identity information with regard to Money Laundering Regulations 2007 and allow access to the property for inspection. This agreement is covered by the laws of England and Wales.

This is a Sole Agency Agreement between Swift Sale Estates and

.....
.....

The property address of

.....

..... will be marketed at an initial listing price of
£..... (The listing price is not a valuation but a figure for
marketing purposes)

1.5% commission will be charged by Swift Sale Estates under these terms – the
contract – which is calculated as

£.....+VAT

The document set out therein constitutes the contract between the Seller and Swift Sale Estates. Any additional terms will be incorporated within a separate letter addressed to the Seller and the Sellers agents. This is a legal document. Please take time to read it carefully and ask any questions relating to the terms and conditions below before signing.

Fees

The responsibility for the payment of the fees remains with the Sellers named above. Under the terms and conditions of this agreement, the Sellers are obliged to meet the payment schedule

Commission is payable to Swift Sale Estates on the total sale of the property, which shall be deemed to include any additional sum agreed for carpets, curtains, fixtures and fittings.

The Seller becomes liable to pay commission to Swift Sale Estates on the date of completion of the sale of the property. Swift Sale Estates will be able to claim the agreed commission for a period of 6 months after the expiry of the sole agency agreement, if a buyer introduced during the Sole Agency period goes on to purchase the property within 6 months of the expiry of the agreement.

Swift Sale Estates reserves the right to charge interest on overdue commission at the rate of 3% above HSBC Bank base rate as varied from time to time.

All fees and expenses will be subject to VAT at the prevailing rate.

Energy Performance Certificate

An Energy Performance Certificate (EPC) is required for all homes whenever built, rented or sold. Legislation now requires that at the point of placing a property on the market an EPC must be commissioned and we will be unable to market your home without proof of this.

Sole Agency

This means that the Seller appoints Swift Sale Estates as the only agent for the sale of the property.

The Seller shall pay Swift Sale Estates the sole commission (being the percentage or sum agreed and confirmed in writing by Swift Sales) in addition to any other costs or charges agreed during the period of the Sole agency.

Double Commission Warning

The seller agrees that Swift Sale Estates have exclusive rights to market the property during the term of this agreement. The seller agrees that during the course of this agreement he will not engage a third party to market the property.

If any other agent introduces a buyer to the Seller during the period of the sole agency agreement, this will be regarded as an introduction by Swift Sales and the Seller will have to pay Swift Sales the agreed fee, as well as the other agent.

Term and Termination

Either party can terminate the sole agency at any time by giving 7 days' notice, which should be confirmed in writing.

Where Swift Sale Estates have agreed with the Seller a specified duration of the agreement (usually 8 weeks) and this has been confirmed in writing, that agreement will continue until/ unless cancelled by either party in writing.

Where the seller seeks to cancel this agreement during the term, they shall be liable to reimburse for all expenses incurred up to that point.

Seller's obligations

The Seller shall cooperate with Swift Sale Estates as may be necessary to facilitate this agreement.

The seller permits the erection of a For Sale board at the property in order to attract potential buyers. Swift Sale Estates will erect and display the board in compliance with statutory regulations but he shall not be liable for any damage caused to the Sellers property

The Seller shall permit access to the property for the purposes of determining a valuation and listing price, preparing marketing materials or undertaking viewings of the property with potential buyers

The Seller understands that he is responsible for the property and its security and also for the safety of the agent or his representatives and any potential buyers. The Seller must ensure that the property is adequately insured and does not present a danger in any way

Access to premises

If Swift Sales hold the keys to the property, an agent will accompany any viewings of the property unless the agent and Seller agree otherwise. If the agent is arranging for someone to view an unoccupied property, the agent must agree the arrangements with the Seller beforehand.

It is Swift Sales usual practice to release keys to certain professional 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 immediately if this is not acceptable.

Offers

Swift Sale Estates will promptly and accurately, forward all offers received from potential buyers at any time up to contracts have been exchanged, unless the offer is of the amount or type which the Seller has specifically instructed Swift Sale Estates. The preferred contact method will be established on instruction – all offers will also be followed up in writing. A written or computerised record of all offers received will be kept by Swift Sale Estates – including the date and time such offers were received and the Sellers' responses. This record will be available to the Seller at any time.

Statutory Obligations/ Codes of Practice

Swift Sale Estates comply with the provision of the Estate Agents act 1979, The Property Misdescriptions Act 1991 and the Ombudsman for Estate Agents.

The Estate Agents Act 1979

Under the Act, Swift Sale Estates agents must disclose whether they have any personal interest in the property. Does the Agent or estate agency have any personal interest in the property?

YES NO

If YES please describe this personal interest

Property Misdescriptions Act 1991

On receipt of instructions from the Seller, Swift Sale Estates will prepare sales particulars of the property which will be forwarded to the Seller for checking and signing off. The agent will take all reasonable steps to make sure that all statements, whether written or oral, about the property, are accurate and not misleading. The written details (Sales Particulars) will be sent to the Seller for them to confirm that the details are accurate.

Property Ombudsman

We are a member of The Property Ombudsman and have agreed to abide by its code of good conduct. If after following our formal complaints procedure (a copy of which is available on our website), you are dissatisfied with the responses you can direct any complaint to:

Property Ombudsman Beckett House, 4 Bridge Street, Salisbury, Wiltshire, SP1 2LX

For Sale Board

With the consent of the Seller, Swift Sale Estates will erect a 'For Sale' board outside the property. Any such board will comply with the Town and Country Planning (Control of Advertisements) Regulations 1987, as amended

It may be an offence for more than one agent's board to be displayed and the Seller agrees that no other board will be erected.

Swift Sale Estates services

We will help to prepare and produce property descriptions for marketing purposes in order to sell the property. We will visit your property to confirm the nature of the property, determine an informal valuation and recommended listing price and to ensure that our advert is accurate. We will use a variety of marketing materials, field enquiries from potential buyers and arrange viewings.

We will market your property using our online advert and partner websites, deal with enquiries, assisting with the arrangement of viewings (NB you show the

property) and handling offers. Swift Sale Estates guarantee that the property will be advertised on the website. Third party websites are subject to change and are not controlled by Swift Sale Estates and therefore, Swift Sale Estates does not guarantee a continued presence of the property on such websites. However it is the policy of Swift Sales to advertise on the most widely used property portals wherever possible.

In addition to the sale of the property, Swift Sale Estates offer a wide range of property related services which may be offered to the Seller and / or to prospective buyers and from which Swift Sale Estates may receive fee income and commission.

Please sign this agreement to demonstrate you agree to these terms

Signed: Signed:

AGENTS SELLER