

DACK

Residential Sales



Terms of Business

By completing, signing and returning this contract you are entering a legally binding contract with Dack Residential Sales Limited to market your property for sale.

RESIDENTIAL LETTINGS | LEASEHOLD MANAGEMENT

www.dackresidentialsales.co.uk

02392 896996

TERMS & CONDITIONS OF BUSINESS

(In accordance with the Estate Agents Act 1979, The Estate Agents (Provision of Information) Regulations 1991 and The Consumer Protection from Unfair Trading Regulations 2008).

PURPOSE OF THIS DOCUMENT

These Terms of Business provide essential information that you need to be familiar with before you enter into an agreement with us.

This document, together with the attached Agreement will, once signed, constitute a binding contract between Dack Residential Sales Limited and yourself as the owner or owners of the property that you wish to sell. (Please note that it will also be binding on any executor under the terms of the Will of your estate in the event of your death).

This document contains details of what duties, as your agent, we will undertake on your behalf. It also contains a section which sets out your responsibilities and obligations as a seller. It is therefore important that you take time to read this document carefully and if you are unsure of any of the contents, then please discuss your queries with us or your legal representative before signing.

INTERPRETATIONS & DEFINITIONS

Agent, we or us means Dack Residential Sales Limited, their employees or nominated agents or affiliates.

Client, you or your refers to the Seller or the Seller's obligations.

Seller means whoever during the term of this agreement is the legal owner of the property OR the person/organisation with the legal authority to instruct us.

Property means the premises, any outbuildings of the property and any land attached to the premises as defined by the deeds of the property.

Contents means fixtures and fittings of the premises under the demise of the property.

Applicant or Buyer means the person who is seeking to enter into an Agreement to buy your property.

OBLIGATIONS AND RESPONSIBILITIES OF A SELLER

A seller has certain legal duties and responsibilities when marketing a property for sale. It may be possible for a seller to delegate these responsibilities to an agent. However, in most cases the seller will still remain legally liable.

In addition, we have certain legal obligations which can only be fulfilled on receipt of certain information from you. We will, therefore, require you to provide all necessary information.

YOUR PROPERTY

Full Address

Postcode

Owner 1 Full Name

Owner 2 Full Name

Owner 1 Contact Details

Phone

Email

Owner 2 Contact Details

Email

Phone

Correspondence address if different from above:

Full Name

Full Address

Postcode

PROPERTY OWNERSHIP

Guide Price

Sole Ownership

Shared Ownership

Is the property subject to a mortgage?

YES

NO

Lender

Leasehold

Freehold

Managed by

Length of Lease

% of Freehold owned

<input type="checkbox"/> Sole Agency	<input type="checkbox"/> Joint Agency	<input type="checkbox"/> Multiple Agency
Other Agent/s: <input style="width: 100%;" type="text"/>		

FIXED FEE AGREEMENT YES NO

Should we introduce and/or negotiate with a prospective buyer a fixed fee of: £ will be payable.

Regardless of the agreed sale price our fee would be: £

The VAT on this sale will be: £

The total cost inclusive of VAT is: £

Should a joint agency agreement be entered our fee is to be shared proportionately in the ratio of :

PERCENTAGE FEE AGREEMENT YES NO

Should we introduce and/or negotiate with a prospective buyer a fee of: % will be payable.

Based on a sale at the agreed asking price our fee would be: £

The VAT on this sale will be: £

The total cost inclusive of VAT is: £

By agreeing to proceed on a percentage fee basis I/we agree that the fee payable will be relative to the final sale price of the property upon exchange.

PERIOD OF AGREEMENT

This agreement will be in effect from: This agreement will last for:

This agreement will expire on: Weeks

PROFESSIONAL PHOTOGRAPHY & FLOOR PLAN YES NO

Professional photography and floor plan are strongly recommended. I/we agree for this to be carried out at a cost of £. This is an upfront cost and is non refundable.

FOR SALE BOARD

We will arrange to have a for sale board erected at your property in accordance with Town and Country Planning (Control of Advertisements) Regulations 2007 (unless such regulations prohibit the erection of such a board).

The for sale board will, at all times, remain our property and we accept any liability for any claim arising under these Regulations in connection with the board, unless the action arises as a result of a further board being erected by another agent or vandalism.

Please confirm if you would like an advertising board erected at your property:

YES

NO

ADDITIONAL MARKETING

We may recommend additional marketing activity for your property and will make a separate charge for this.

We will not commit to any additional marketing without asking and agreeing such costs with you first and in writing.

Please note that any additional charges, once agreed by you, become due and payable in advance and are not dependent on any sale of the property being agreed.

VIEWINGS, ACCESS & KEYS

If we hold the keys to the Property, a member of our staff will accompany all viewings of the Property.

We will inform you in advance of all viewings and check that any appointments are convenient for you. 24 hours notice is standard practice.

Please note that in the case of rented properties we will need the express permission of the tenant for viewings to be undertaken.

All keys are kept securely by us; however, it is our 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 we have established their identity, they are permitted to inspect the property unaccompanied. Please advise us in writing if this is NOT acceptable to you.

OFFERS

We will promptly forward details in writing of all offers received from potential purchasers as well as your acceptance or rejection of them. We will do this at any time up until contracts have been exchanged, unless the offer is of an amount or type which you have specifically instructed us, in writing, not to pass on. In addition, a written or computerised record of all offers received will be kept which will be available to you on request. In turn, you must promptly inform us of all enquiries or discussions which you may have with any prospective purchaser introduced by us that are made without our knowledge.

PROVISION OF SERVICES TO A BUYER

By law, an agent must tell the client if the agent or any connected person intends to earn any commission from offering an applicant or a buyer other services. If the agent or any connected person earns money from any of these services the agent or connected person would keep this commission.

We, or a person connected with us, may offer any or all of the following additional services to an applicant, **Mortgage and Financial services, Home Conveyancing and selling the buyer's property.**

ENERGY PERFORMANCE CERTIFICATE (EPC)

It is a requirement that most properties that are marketed for sale have a valid Energy Performance Certificate in place. We will be unable to market your property without either an EPC or evidence that one has been commissioned (i.e. ordered). An EPC remains valid for ten years and therefore can be used for successive sales.

Please arrange an EPC for my property at a cost of £50 + VAT.

I will arrange an EPC for my property.

My property has a current EPC certificate.

PROPERTY PARTICULARS

Once we have provided you with a copy of the property details for inclusion in our marketing material, we will require you to confirm that the information included is correct to the best of your knowledge. We will not be able to continue marketing the property until we have this agreement.

Please note that we are not permitted to produce particulars that misrepresent the property in any way, nor will we seek to do so.

DISCLOSURE OF PERSONAL INTEREST

By law, an agent must declare to any applicant whether there is a personal interest in the sale of the property. To assist us to fulfil this obligation we ask you to indicate to us any personal association with us of which you are aware. Therefore if you are, or think you may be, a relative of (including current or ex- partner) or have any business interests with anyone involved with us (including anybody working for us even if they are not involved in this sale), you should let us know immediately.

The nature of the relationship is as follows:

NOT APPLICABLE

INSTRUCTION OF ANOTHER AGENT OR SWITCHING FROM A CURRENT AGENT

If you had previously instructed another agent in connection with a sale on this property you may be liable to pay them a fee as well as us. (By asking them for a list of applicants who they introduced to the property and providing it to us you may be able to avoid this situation)

If you later instruct another agent you may be liable to pay commission to that agent as well as us. You must check before instructing another agent whether this may be the case.

In addition:

If there is any particular person with whom you may have discussed the sale of your property prior to entering into this agreement (who may be interested in purchasing it), you can exclude them from this agreement with us by provide their details (name and address) in writing.

PAYMENT OF FEES

By signing this agreement you give **DACK RESIDENTIAL SALES LIMITED** authority to submit our invoice to your Solicitor or Conveyancer following exchange of contracts, for settlement upon completion.

SERVICE INFORMATION

- We trade as a limited company registered at Companies House (Reg. No 10409034).
- We are members of the **Royal Institute of Chartered Surveyors (RICS)** and subscribe to the code of conduct with that organisation.
- We are members of the **National Association of Estate Agents (NAEA)** and subscribe to the code of conduct of that organisation.
- We are members of **The Property Ombudsman** as required by the **RICS**.

OVERALL SAFETY

By signing this document you agree to ensure that before any viewings take place the property is left safe for visitors OR in the event that the property is not fully safe (if for example it is in the process of being redeveloped) any defects that may cause a hazard for any visitor (including us, the agent) are fully disclosed to us and if relevant highlighted by notices or signs in the property. For the avoidance of doubt this would include any public, shared or communal areas of the property.

RIGHT TO SELL

We will require you to provide us with evidence that you are the legal owner of the property OR that you have the authority to act on behalf of the legal owners. We reserve the right to undertake any further investigations in order to establish this.

MONEY LAUNDERING REGULATIONS

Under the Money Laundering Regulations 2007 and The Proceeds of Crime Act 2002 we, as agents, are legally obliged to verify the identity and residency of you, the Client, through sight of legally recognised photographic and other approved documentation and to report any suspicions that we may have concerning money laundering (including money that may be the proceeds of crime) and terrorist financing.

COMPLAINTS PROCEDURE

Should you have any problems with the service received from us which you are unable to resolve with the member of staff who has been acting on your behalf, you should write to **DACK RESIDENTIAL SALES LIMITED** at 67 Osborne Road, Southsea, Portsmouth, PO5 3LS. The complaint will be acknowledged within 5 working days of receipt and an investigation undertaken. A formal written outcome will be sent to you within 14 working days of our acknowledgement to you.

In the event of a complaint that can not be resolved by our internal complaints procedure the seller/s agree that the Agent may provide information about the sale of the client's property to **The Property Ombudsman** whom Dack Residential Sales Limited are registered members.

CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008

These regulations make it an offence for us to provide factually incorrect or misleading information to any consumer including an applicant. They also make it an offence for us to fail to provide any information which the consumer may need in order to reach an informed decision about any action they may wish to take or to not take.

We therefore will require you to provide us with all information of which you are aware about your property and any factors which may affect any sale.

This would include but is not limited to:

- Any known or suspected defects of the property
- Any issues concerning the neighbours, the immediate area or the local environment
- Any guarantees for work completed including certificates granted under Building Regulations
- Any Green Deal arrangement that is still current on the property
- Any planning restriction that would limit the future use of the property (eg letting out to sharers)
- Any restrictions imposed by the Head Lease (for a leasehold property)

Please note that you have an ongoing obligation to keep us informed of any such information that becomes apparent to you during the course of this agreement

By signing these Terms of Business you warrant that all the information you have provided to us is correct to the best of your knowledge and belief. In the event that you provide incorrect information which causes us to suffer loss or causes legal proceedings to be taken against us you agree to reimburse and compensate us for all losses suffered.

ESSENTIAL INFORMATION

Acts of Third Parties

We will not be responsible for any loss or damage that you may suffer through the act, default or negligence of any third party

Data Protection

We confirm that we are registered with the Information Commissioner's Office under the Data Protection Act 1998.

Discrimination

We will not discriminate against any person as defined under The Equality act 2010.

We will not discriminate or threaten to discriminate against any prospective buyer of the property because that person is, or will not be, or is unlikely to be accepting services that we will (directly or indirectly) provide.

DATA PROTECTION

Dack Residential Sales Limited take your personal data seriously and WILL NOT pass your data onto any third party without your authorisation.

Dack Residential Sales Limited is registered under the Data Protection Act 1988. Registration number ZA222135.

HOME CONVEYANCING REFERRAL

We work closely with one of Portsmouth's leading solicitors, Large & Gibson. If you would like them to make contact to discuss your requirements and provide a no obligation quote please confirm below:

- YES** I DO want Large & Gibson to contact me regarding my conveyancing needs.
- NO** I DO NOT want to be contacted by Large & Gibson regarding my conveyancing needs.

FINANCIAL SERVICES REFERRAL

Should you require a mortgage for your next home purchase we work closely with a well known independent financial services provider Moneysprite. If you would like them to make contact to discuss your requirements and provide a no obligation quote please confirm below:

- YES** I DO want Moneysprite to contact me regarding my mortgage needs.
- NO** I DO NOT want to be contacted by Moneysprite regarding my mortgage needs.

CONFIRMATION OF INSTRUCTION

This document forms a legally binding contract between you the owner/s of the property and Dack Residential Sales Limited. By signing below you are agreeing to the terms as agreed and stated within this contract.

Owner 1:

Print:	Date:	Signed:
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Owner 2:

Print:	Date:	Signed:
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Signed on behalf of Dack Residential Sales:

Print:	Date:	Signed:
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RETURNING THIS CONTRACT

Please bring this contract along with photo identification and proof of address for all owners to our office at:
67 Osborne Rd, Southsea, Portsmouth, PO5 3LS.

Should you be unable to bring this contract in, please scan and email to:
info@dackresidentialsales.co.uk



YOUR LOCAL LEGAL EXPERTS

“ I purchased my flat through Large & Gibson. They were fantastic throughout, always answered my emails and calls, moved the process swiftly and provided me with updates throughout the process. ”

“ I purchased my first property through Large and Gibson. I can't thank the staff enough for the hard work they put in. Richard, Emma and Olivia worked tirelessly to make sure my purchase was as smooth as it could be, they were very thorough and always kept me informed. Extremely friendly and professional staff. ”

When buying and selling property it is of course important that you have someone looking after you whom you can trust. This firm has been in Portsmouth for over 115 years.

Instructing a local firm means you can have that face to face contact with your dedicated conveyancer and their assistant. Whilst we will provide you with regular updates, you will also benefit from being able to track your transaction online.

QualitySolicitors Large & Gibson
is a local name you can trust.



Richard Wootton
Senior Partner



Olivia Howard
Licensed
Conveyancer



Barry King
Chartered
Legal Executive



Ruth Twiney
Solicitor



Michelle Low
Licensed
Conveyancer



QualitySolicitors
Large & Gibson

☎ 02392 296296 ✉ reception@largeandgibson.co.uk

🌐 www.qualitysolicitors.com/largeandgibson

moneysprite

hand for all your financial needs

call 02392 896996

to arrange a visit at your home or work, with
evening & weekend appointments available



mortgages • life assurance • remortgage • critical illness
• home insurance • buy to let • pensions & investments

Buy to let mortgages are not regulated by the Financial Conduct Authority.

We do not normally charge a fee for advice, however a fee paying option is available. If you choose to pay a fee, this will be a maximum of £250 or 0.5% of the loan amount if greater is payable on completion. Typically this will be £500



Moneysprite is a trade name of Money Sprite Limited which is an appointed representative of Openwork Limited which is authorised and regulated by the Financial Conduct Authority.

Upham Farm, Lower Upham,
Southampton Hants SO32 1JD

moneysprite
solent

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE

DACK

Residential Sales

www.dackresidentialsales.co.uk

info@dackresidentialsales.co.uk

Tel: 02392 896996

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Residential Lettings

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67 Osborne Road | Southsea | Portsmouth | Hampshire | PO5 3LS