

## **Cancellation Notice**

### **Rainbow Estate Agents**

25 Market Sq. Waltham Abbey, Essex, EN9 1DU

You have the right to cancel this contract within 14 days of the date of the contract.

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the address above. You may use this form if you want to but you do not have to.

**(Complete, cut out and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)**

I/We\* hereby give notice that I/We\* wish to cancel my/our\* contract.  
\*delete as appropriate

**From:**

Name of Customer: \_\_\_\_\_

Address of property: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Your cancellation notice takes effect on the day of posting.

# Your Agreement

Park Homes

Property Address: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**RAINBOW ESTATE AGENTS**

**CONFIRMATION OF INSTRUCTIONS AGREEMENT**

(In accordance with the Estate Agents Act 1979 and The Estate Agents (Provision of Information) Regulations 1991)

**TERMS AND CONDITIONS OF BUSINESS**

**Important Notice**

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.

**This is a:**

Sole Agency:

Multi Agency:

**Agreement between RAINBOW (the 'Agent') and:**

\_\_\_\_\_ The Client

**For the sale of:**

\_\_\_\_\_ The Property

This agreement is for a Minimum Period of marketing.

\_\_\_\_\_ (the "Minimum Period") and to continue after the Minimum Period until terminated by notice under the termination of agency clause below.

This agreement appoints the agent to market the Property for sale on the terms set out below agreed between the parties.

The Property will be marketed at an initial asking price of:

£ \_\_\_\_\_

(The asking price is not a valuation but a figure for marketing purposes)

<b>Fees</b>
Commission of:
<b>A.</b> £2400.00 inclusive of VAT for our marketing and sales service or
<b>B.</b> £3000.00 inclusive of VAT with full document support. This is offered on a no sale no fee basis
Selected Fee: _____

**The Agent's Charges**

The commission the Client pays the Agent is based on the total value of the transaction.

The total value of the transaction will also include the value of any non cash consideration put forward by the buyer

The amount charged will be either the percentage rate or the specified amount shown, subject to any minimum fee detailed above.

**Additional Charges**

The Agent may recommend additional marketing activity for the Client's property and will make a separate charge for this. The Agent will not commit to any additional marketing without asking and agreeing such costs with the Client first and in writing.

The Client will be sent a separate invoice for any extra charges. The Client must pay the invoice in full within 10 working days of the date on it (or within fourteen days of withdrawal of the Property from the market, whichever is earlier ). Unless stated otherwise, the Client must pay VAT (currently 20%) on all charges.

**Settlement of Fees**

(a) Fees Payable for Sole Agency

Commission fees are payable as a result of the circumstances outlined herein. Fees become due at exchange of contracts or (if there is no contract) upon completion of the sale.(b) Responsibility of Fees

The responsibility for the payment of these fees remains with the Client named herein. The Agent will submit his account to the Client's

solicitors/licensed conveyancer who should settle the payment no later than three working days after completion or 28 days after exchange of contracts on the Property, whichever is sooner.

If the account remains unpaid 10 working days after the payment date the Agent reserves the right to charge daily interest on the outstanding balance at an annual rate of interest 4% above Barclays Bank base rate from the due payment date until payment is received in full.

**Double Commission Warning**

If the Client has instructed another agent the Client must check, whether by instructing this agent as well, the Client will be liable to pay both estate agents' fees.

**Sole Agency**

Where the Agent acts on the Client's behalf as Sole Agent, the Client will be liable to pay remuneration to the Agent, in addition to any other costs or charges agreed if at any time unconditional contracts for sale of the Property are exchanged:

i) With a purchaser introduced by the Agent during the period of the Agent's Sole or with whom the Agent had negotiations about the Property during that period or,

ii) With a purchaser introduced by another agent during that period

**iii) If a purchaser first introduced by the Agent during this agreement goes on to buy the property within six months of the date this agreement ended.**

**Multiple Agency**

Where the Agent acts on the Client's behalf as multiple agents the Client may appoint other agents to market the property. The Client will be liable to pay commission to the Agent, in addition to any other costs or charges agreed:

i) if at any time unconditional contracts for the sale of the Property are exchanged with a purchaser introduced by the Agent or with whom the Agent had negotiations about the Property during his Agency period.

ii) If a purchaser first introduced by the Agent during this agreement goes on to buy the property within six months of the date this agreement ended.

**Termination of Agency**

Either party can terminate this agreement by giving fourteen days notice to the other in writing. The fourteen days notice may be given at any time to terminate this agreement at the end of or after the last day of the Minimum period. The Client agrees that all fees will be paid within the fourteen days of the date when they fall due for payment.

**Marketing Issues**

A The Client agrees that details of Property may/will be circulated to our other offices.

The Client consents that details of the Client's property may also appear on such property websites as seen fit by the Agent.

Yes  No

**For Sale Boards**

The Agent asks permission to erect a For Sale board at the Property to assist in the marketing of the Property. Any such board will comply with the Town and Country Planning (Control of Advertisements) Regulations 1992 as amended. The Client consents that the Agent may erect a For Sale board at the Property

Yes  No

The Agent accepts 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. The For Sale board will remain at all times the property of the Agent.

**Offers**

The Agent will, promptly forward details in writing of all offers received from potential purchasers at any time up until contracts have been exchanged, unless the offer is of an amount or type which the Client has specifically instructed the Agents, in writing, not to pass on. A written or computerised record of all offers received will be kept (including the date and time such offers

the Agent received and the client's response). This record will be available to the Client on request. In turn, the Client must promptly inform the Agent of all enquiries or discussions which the Client may have with any prospective purchaser introduced by this agent that are not made with the knowledge of the Agent.

#### **Access to Premises**

If the Agent holds the keys to the Property, the Agent must accompany any viewings of the Property, unless the Agent and Client agree otherwise in writing. If the Agent is arranging for someone to view an occupied property, the Agent must agree the arrangements with the occupier beforehand.

It is the Agent's 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 the Agent has established their identity, they are permitted to inspect the Property unaccompanied. Please advise the Agent immediately if this is NOT acceptable to the Client. The Agent will continue to seek the Client's permission to allow unaccompanied visits by any other third parties such as trades people or representatives of any utility companies.

#### **Extra Services**

By law, the Agent must tell the Client if the Agent or any connected person intends to earn any commission from offering the Client 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. The following services will be offered by the Agent or connected persons:

- CONVEYANCING
- SURVEYING
- FINANCIAL SERVICES

#### **Personal Interest**

By law, the Agent must declare whether there is a personal interest in the sale of the Property. To assist the Agent to fulfill this obligation the Client is asked to indicate any personal association with the Agent of which the Client is aware. If the Client is, or thinks they may be, a close relative or a friend or have any business interests with anyone involved with the Agent, the Client should let the Agent know immediately.

Is the client aware of any such interest? Yes  No

If the answer is yes, please give details on an additional sheet.

Additional sheet attached? Yes  No

#### **The Property Details**

The property details the Agent has prepared after the Agent's visit are attached to this agreement. If the details are not attached, they will follow shortly. Under the Property Misdescriptions Act 1991, anything the Agent says or publishes about the Property, as the Client's estate agent must not be false or misleading. It is very important that the Client reads these details carefully and immediately informs the Agent if there is anything that the Client thinks the Agent should have included or that is inaccurate. Please remember that the Agent cannot say anything about the Property that the Agent cannot prove. For example, the Agent should not say that a home has cavity-wall insulation if there are no guarantees or invoices to show that the work was done.

#### **Discrimination**

The Agent will not discriminate against any person under the definitions of The Sex Discrimination Act 1975, The Race Relations Act 1976 or the Equality Act 2006. The Agent will not discriminate, or threaten to discriminate against any prospective Buyer of the Client's property because that person is, will not be, or is unlikely to be accepting services that the Agent will (directly or indirectly) provide.

#### **Data Protection**

The Agent is registered under the Data Protection Act 1998

#### **Money Laundering**

Under the Money Laundering Regulations 2007 the Agent is legally obliged to undertake Customer Due Diligence

#### **The Property Ombudsman Scheme**

The Agent is a member of TPOS (The Property Ombudsman Scheme) and follows to TPOS Code of Practice. The Client agrees that the Agent may give information about the sale of the Client's property to the Ombudsman; if the Client has registered a complaint and he ask for that information. The client also agrees that the Agent may give the Client's contact details to TPOS (if they ask for it) to help them monitor how the Agent is following the Code of Practice, A copy of the Code of Practice and the Consumer Guide is available from [www.tpos.co.uk](http://www.tpos.co.uk)

#### **Agreement to Start Work**

I would like the performance of this contract to begin before the expiry of the cancellation period.

Thus I understand that I have a 14-day period from the date of the contract in which I may cancel this work; however I will be liable to pay for the materials supplied or ordered, services received or ordered and work undertaken up to the time of cancellation.

I confirm work to start on: \_\_\_\_\_

#### **Signatures**

Before signing this agreement you should ensure that you have read the terms of the agreement and asked for clarification of any issue that is not understood.

The Agent and the Client (undersigned) have read and agree to the terms and conditions of this agreement.

The Client acknowledges that by appointing the agent the Client is contracting on behalf of the Client and all owners of the Property

When you instruct Rainbow Estate Agents you are contracting on behalf of all owners of the Property.

Client Signatures:

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_

#### **For and on behalf of Rainbow Estate Agents (the Agent)**

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_



