

# Anderson Croft Agency Agreement

Client Name(s) \_\_\_\_\_

Clients Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Property Address (if different from above) \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Asking Price £ \_\_\_\_\_

Type of Agency Agreement    Sole    or    Joint/Multi

Contact Details of primary contact.

Name: \_\_\_\_\_

Tel:

Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mob: \_\_\_\_\_ email: \_\_\_\_\_

Commission:

Sole Agency Commission    Less than 1%    (One percent)       Y    N

Agreed Commission with client.....

Joint or Multiple Agency    2.0%    (Two percent)       Y    N

All Commissions are subject to VAT.

All Commission is on a no sale no fee basis.

Our fees and commission are subject to our standard terms and conditions.

You can end our agreement by giving us 48hrs written notice.

Keys Received    Y    N    Number       Description

By signing this agreement you agree to the terms and conditions which accompany this document, and available on our website [www.andersoncroft.com](http://www.andersoncroft.com)

You warrant to Anderson Croft that you are entitled to sell the property without the need to obtain third party consent and are authorized to enter into this agency agreement.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

On Behalf of Anderson Croft

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# Anderson Croft terms of business.....

You the Client, appoint **Anderson Croft** to act on the sale of the property as your sole or multi agent and with the selling rights as set out in this agreement,

## SOLE AGENCY

Where you have appointed us as your sole agent you will be liable to pay our fees as well as any other costs or charges agreed if unconditional contracts for the sale of the property are exchanged:

With a purchaser we introduced during the period of our sole agency or with whom we had discussions or negotiations about the property during such period.

With a purchaser introduced by any other agent during the period of our sole agency; and

If you instruct any party to sell the property whilst our sole agency agreement with you is in force, the agreement will be deemed to have been changed to a multi agency agreement and you will be liable to pay us at the agreed multi agency rate.

Where **Anderson Croft** acts as the effective agent in a sale of the property on your behalf, that is where the sale results wholly or partly from the efforts of **Anderson Croft** on your behalf, you will be liable to pay our fee as sole or multi agent in accordance with the terms of this agreement.

## MULTI AGENCY

Where you have appointed us as your multi agent or the sole agency agreement has been deemed to have been changed to a multi agent agreement you will be liable to pay our fees as well as any other costs and charges if unconditional contracts for the sale of the property are exchanged:

With a purchaser introduced by us during the period of our multi agency or with whom we had discussions or negotiations about the property during such period;

Entered into with a purchaser introduced by us, or with whom we had discussions or negotiations regarding the property during the period of our multi agency agreement with you.

## DURATION OF AGREEMENT & TERMINATION

Our sole agency will last until the sale of your property has legally completed or until you give us 24hrs written notice to terminate the agency. In the case of a sole agency agreement if you wish to change the basis of our agreement to a multi agency arrangement you may do so by giving us 48hrs written notice.

You can not terminate the agreement when you know a sale is about to be agreed or in the period between a binding contract of sale for the property being exchanged and the sale of the property formally completing.

## PAYING OUR FEES & VAT

You are liable to pay our fee on the exchange of an unconditional contract of sale for the property with a purchaser introduced by **Anderson Croft** or where **Anderson Croft** was the effective agent even where such contract is entered into after termination of our appointment.

On exchange of the unconditional contract of sale for the property we will submit our account to your solicitor/conveyancer; and you hereby undertake to instruct your solicitor/conveyancer to duly pay our account by electronic bank transfer at the date of completion of the sale of the property, or when completion does not take place earlier; within 6 months of the date of exchange, due date. Payments are to be made to the specified account of **Anderson Croft** using the property details as a reference.

You will provide such information to **Anderson Croft** as is reasonably necessary to ensure compliance with the terms of this agreement and you agree to complete any further documentation reasonably required by hood to ensure compliance.

**VAT IS DUE AND PAYABLE ON ALL VATABLE SERVICES PROVIDED BY Anderson Croft TO YOU UNDER THE TERMS OF THIS AGREEMENT.**

**LATE PAYMENT:** If any part of the fee is unpaid within 14 days of the due date, we may charge you an additional fee of up to £100.00 for reasonable administrative and financial costs arising from such delay and if legal proceedings are required, a further additional fee of £250.00

plus court fees, representing the reasonable costs of such debt recovery.

## ADDITIONAL PROVISIONS

**OTHER SERVICES:** **Anderson Croft**, has affiliations with other estate agency services we reserve the right from time to time to introduce you to our associated businesses, offering a range of services from financial advice, mortgage broking and insurances, surveying, conveyancing and related services designed to make your move as straightforward as possible. **Anderson Croft** may earn a commission or fee from any such introduction.

**ENTIRE AGREEMENT, RESERVED RIGHTS & THIRD PARTY RIGHTS:** this agreement represents our entire agreement with respect to the proposed sale and we reserve the right to offer to you, and introduce, other services. Third party rights under the Contracts (Rights of Third Parties) Act 1999 are excluded.

**DATA PROTECTION & PRIVACY POLICY:** **Anderson Croft** will be processing all personal information in accordance with Data Protection legislation. You may be contacted by telephone, post or email from time to time by **Anderson Croft** and carefully selected third parties about financial or other products associated with the moving process. **If you would prefer us not to use your information in this way or have any questions about the handling or protection of your Personal Data or your rights under this Agreement please contact The Data Protection Officer; Anderson Croft Limited, John Eccles House, Robert Robinson Avenue, Oxford Science Park, Oxford, OX4 4GP or Email: [sales@andersoncroft.com](mailto:sales@andersoncroft.com)**

**CODES OF PRACTICE:** **Anderson Croft** its associated estate agency business is a member of the Ombudsman's Scheme for Estate Agents and subscribes to its Code of Practice and complaints procedure, details of which can be obtained from your local **Ombudsman** branch or on-line at [www.oea.co.uk](http://www.oea.co.uk). From time to time we may contact you to seek your consent to using your details in any [www.oea.co.uk](http://www.oea.co.uk) compliance or monitoring process.