

UK-PRcon02

Estate agent's terms of business

Estate Agent: [name]

Client: [name]

Property address: [address]

This agreement is dated: [date]

It is made between:

[Estate Agent Business Name], [redacted] under company registration number [number] and whose [redacted] [full address] (the “Agent”)

And

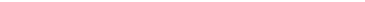
[Client full name] of [Full address] (the "Client")

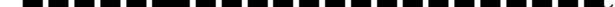
It is now agreed as follows:

1. Definitions

These definitions will [REDACTED]

"Confidential Information" means all [REDACTED] including any [REDACTED] [REDACTED] It includes among other things:

information about staff,  and

“Engagement Form” means a  in which the  calculating it.

“Property” [Enter the full address of the property, including, if known, the registered title number.]

“Prospective Buyer” means a person [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Form.

2. Interpretation

- 2.1. A reference to [REDACTED]
 - 2.2. If any party to [REDACTED]
 - 2.3. A reference to a [REDACTED]
 - 2.4. Any agreement by [REDACTED]
 - 2.5. The headings to [REDACTED]
 - 2.6. This agreement is [REDACTED]

3. Entire agreement

- 3.1. This agreement together with [REDACTED]
[REDACTED]
[REDACTED]
 - 3.2. Each party acknowledges that [REDACTED]
[REDACTED]
[REDACTED] information or document or other term not forming part of this agreement.
 - 3.3. Conditions, [REDACTED]
[REDACTED]
[REDACTED]
 - 3.4. The appointment of the [REDACTED]
[REDACTED]
[REDACTED]

4. Warranties by the Client

- ## 4.1. The Client

- 4.2. The Client agrees that [REDACTED]
[REDACTED]
[REDACTED] or at any future time will provide, [REDACTED]
- 4.3. The Client confirms that he knows [REDACTED] every prospective buyer can [REDACTED]
[REDACTED]

5. Certifications and registrations of Agent

The Agent confirms [REDACTED]
[REDACTED]

- 5.1. The Agent is [REDACTED] [the PropertyMark Association / or other professional organisation, if any].
- 5.2. The Agent is [REDACTED] [the Property Ombudsman Limited / the Property Redress Scheme] and [REDACTED]
[REDACTED]
- 5.3. The Agent has [REDACTED]
[REDACTED]
[REDACTED]

6. The basic contract

- 6.1. The Agent agrees to [REDACTED]
- 6.2. The Agent will act as an intermediary to introduce the Client to prospective buyers of the [REDACTED]
[REDACTED]
[REDACTED] in the legal process relating to the transfer of title between the Client and a buyer.
- 6.3. The [REDACTED] [sole / joint / multiple] agent for a period of [2 years] to:
 - 6.3.1 find [REDACTED]
 - 6.3.2 [REDACTED]
[REDACTED]
[REDACTED] Schedule 2;
 - 6.3.3 provide the [REDACTED]
[REDACTED]
- 6.4. The Client [REDACTED]
[REDACTED]
[REDACTED]

6.5. The Client agrees [REDACTED]
[REDACTED]

6.6. The Client agrees that the agency [REDACTED]
[REDACTED]n that the Client will [REDACTED]
[REDACTED]

7. Fee and payment

7.1. The Client agrees to pay for [REDACTED]

7.2. All money sums [REDACTED] which [REDACTED]
[REDACTED]

7.3. The Fee is due upon exchange of contracts, [REDACTED]
[REDACTED]
[REDACTED]

7.4. The Client undertakes to instruct his [REDACTED]
[REDACTED]
[REDACTED] forthwith upon receipt into his
hands.

7.5. The Agent [REDACTED]
[REDACTED]
[REDACTED][5] per cent above
the base [REDACTED]
[REDACTED]payment.

7.6. The Agent has no [REDACTED] of the Client having failed to
comply [REDACTED]
[REDACTED]agreement.

8. Expenses

8.1. The [REDACTED]

8.1.1 travel [REDACTED]

8.1.2 costs of [REDACTED]
[REDACTED]
[REDACTED] and

8.1.3 any other [REDACTED]
[REDACTED]
[REDACTED]

8.2. The Client [REDACTED]
[REDACTED]
[REDACTED]

9. Introduction of Prospective Buyers

9.1. For the purpose of [REDACTED]
[REDACTED] if:

- 9.1.1 the Agent [REDACTED]
[REDACTED]
[REDACTED] Such details shall include, among other things, [REDACTED]
[REDACTED] the main sale
contract terms, and any special requirements requested by the buyer; or
- 9.1.2 the Client has instructed [REDACTED]
[REDACTED]
[REDACTED] the price or any other term of the deal.

9.2. If the Client sells the [REDACTED]
[REDACTED] the [REDACTED]
[REDACTED] provided only that the Agent is not in substantial default [REDACTED]
[REDACTED]

10. Obligations of the Agent

- 10.1. The Agent [REDACTED]
- 10.1.1 give the [REDACTED]
- 10.1.2 market the Property for sale on the open market;
- 10.1.3 not make or give any promise, warranty, [REDACTED]
[REDACTED]
[REDACTED] except information already provided by the Client, without the express
consent of the Client;
- 10.1.4 not disclose the name of [REDACTED]
[REDACTED]
- 10.1.5 hold the keys to the [REDACTED]
[REDACTED]
- 10.1.6 not obtain duplicate keys to [REDACTED]
[REDACTED]

- 10.1.7 prepare [REDACTED]
[REDACTED]
 - 10.1.8 promote the property [REDACTED]
[REDACTED]
 - 10.1.9 erect and maintain a compliant "For Sale" [REDACTED]
[REDACTED]
 - 10.1.10 hold any money [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
 - 10.1.11 keep records of [REDACTED]
[REDACTED]
[REDACTED]
 - 10.1.12 obtain and maintain [REDACTED]
[REDACTED]
[REDACTED] of its duties and
shall comply with all the [REDACTED]
[REDACTED]
 - 10.1.13 unless otherwise required [REDACTED]
[REDACTED] as it is
received;
 - 10.1.14 hold any [REDACTED]
[REDACTED]
[REDACTED] subject to the instructions of the Client;
 - 10.1.15 keep records of its [REDACTED]
[REDACTED] [6] years and
shall produce to the Client as and when required; and
 - 10.1.16 comply with all [REDACTED]
[REDACTED]
- 10.2. [If the Agent holds the key to the Property] [REDACTED]
[REDACTED]
[REDACTED]

11. Obligations of the Client

The Client agrees to:

- 11.1. ensure that [REDACTED]
[REDACTED] a gift;

- unresolved litigation; [REDACTED]
[REDACTED]
- 11.2. [REDACTED]
[REDACTED] by the Agent;
- 11.3. fully co-operate with the [REDACTED]
[REDACTED]
[REDACTED]
- 11.4. inform the Agent immediately about any communication [REDACTED]
[REDACTED]
[REDACTED]
- 11.5. allow the Agent to fix a "For Sale" [REDACTED]
[REDACTED]
- 11.6. provide the Agent [REDACTED]
[REDACTED]
- 11.7. check the draft [REDACTED]
[REDACTED] and
- 11.8. inform the Agent of any offers received [REDACTED]
[REDACTED]

12. Confidential Information

- 12.1. In respect of the [REDACTED]
- 12.1.1 use his best [REDACTED]
[REDACTED]
- 12.1.2 not use or disclose [REDACTED]
[REDACTED]
[REDACTED]
- 12.1.3 explain to all relevant employees, [REDACTED]
[REDACTED]
[REDACTED] by their employees, agents and sub-contractors; and
- 12.1.4 from the date of this agreement [REDACTED]
[REDACTED]
[REDACTED] secret and not [REDACTED]
[REDACTED] or any other person.

This paragraph does not apply to disclosure:

- 12.1.5 made by [REDACTED]
 - 12.1.6 of information or [REDACTED]
[REDACTED] or
 - 12.1.7 as may be minimally [REDACTED]
[REDACTED]
- 12.2. The Client [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 12.3. The obligations set out in [REDACTED]
[REDACTED]
[REDACTED]

13. Limitation of liability

- 13.1. All implied conditions, [REDACTED]
[REDACTED]
 - 13.2. Particulars of properties, [REDACTED] The Agent shall not be regarded as an expert nor shall any information given by him be regarded as advice to the Client. [REDACTED]
[REDACTED]
[REDACTED]
 - 13.3. The Agent shall not be liable to [REDACTED]
[REDACTED]
 - 13.3.1 An indirect or [REDACTED] or
 - 13.3.2 An economic loss or other loss of turnover, profits, [REDACTED]
[REDACTED] or
 - 13.3.3 loss [REDACTED]
[REDACTED]
- 13.4. The above [REDACTED]
[REDACTED]
[REDACTED]
- 13.5. Except [REDACTED]
[REDACTED] bf £[10,000].
This applies [REDACTED]

14. Termination

- 14.1. The agreement [REDACTED]
- 14.2. Regardless of [REDACTED]
 - 14.2.1 Within [REDACTED]
 - 14.2.2 After [REDACTED]
[REDACTED]
[REDACTED]
[1] month's written notice.
 - 14.2.3 The agreement [REDACTED]
[REDACTED]
[REDACTED] (by any name or title) is appointed to the assets of the other).
- 14.3. Any termination of [REDACTED]
[REDACTED]
[REDACTED] whether accruing before or after the date of termination.
- 14.4. In particular, [REDACTED]
[REDACTED]
[REDACTED] [2] years of the date of termination, had the agreement not been terminated.
- 14.5. Notwithstanding termination of this agreement for whatever reason, all the provisions that are intended to [REDACTED]
[REDACTED]
[REDACTED]

15. Complaints and Redress

- The following [REDACTED]
[REDACTED]
- 15.1. **The Agent's** [REDACTED]
[REDACTED]
 - 15.2. Where the Client is not [REDACTED] he should follow the **Agent's complaints** [REDACTED]
 - 15.3. If a dispute is [REDACTED]
[REDACTED]
[REDACTED]
 - 15.4. For the handling of complaints, [REDACTED]
[REDACTED] [The Property]

Ombudsman] [Ombudsman Services: Property] [The Property Redress Scheme].

16. Assignment

Neither party may assign, [REDACTED]
[REDACTED]
[REDACTED]

17. Miscellaneous matters

- 17.1. No amendment or variation to [REDACTED]
[REDACTED]
[REDACTED]

17.2. The Agent takes the Client's privacy [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

17.3. So far as any time, [REDACTED]
[REDACTED] of the essence.

17.4. If any term or provision of [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall [REDACTED]
[REDACTED]
[REDACTED]

17.5. No failure or delay by any [REDACTED]
[REDACTED]
[REDACTED]

17.6. Any communication to [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] or within 72 hours of posting if delivered by recorded post to the correct address, on the day of delivery if sent by commercial service or within 24 hours of sending [REDACTED]
[REDACTED]
[REDACTED]

17.7. This agreement does not [REDACTED]
[REDACTED]
[REDACTED] (Rights of Third Parties) Act 1999 or otherwise, except that any provision in

this agreement which excludes or restricts the liability of any person, may be enforced under that Act.

Signed by [Client name]:

Schedule 1 Full description of Service and the Fee

S███████████	Fees
Sole ██████████	[24]% of sale price
Multiple ██████████	[12]% of sale price
Joint Agency	[6]% of sale price
Survey & ██████████	£[10,000]
Planning █████████████████████;	£[10,000]
Energy███████████	£[10,000]
███████████	£[10,000]
███████████ (to both purchasers and sellers)	£[10,000]
Property ██████████	£[10,000]
Property ██████████	£[10,000]
███████████	£[10,000]
Other property ██████████	£[10,000]
███████████	£[10,000]

Schedule 2: Particular instructions of Client to the Agent

Here set [REDACTED]

It is [REDACTED]
[REDACTED]

Explanatory notes:

Estate agent's terms of business

General notes

1. This document is [REDACTED]
[REDACTED]
2. Engagement Form

We provide here a [REDACTED]
[REDACTED]
[REDACTED] operate.

We have referred to an [REDACTED]
[REDACTED] you want with a particular client.

Whether you use [REDACTED]
[REDACTED]

3. What you need to do to comply with the Data Protection Act 2018

The Act applies [REDACTED]
[REDACTED]
[REDACTED] AL.

The law refers to "processing". [REDACTED]
[REDACTED]
[REDACTED]

We have drawn a comprehensive free [REDACTED]
[REDACTED]
[REDACTED].

The privacy policy is not simply a standard form [REDACTED]
[REDACTED]
[REDACTED] you need to check it and possibly insert details of all the data relating to members. You can use general terms for this, rather than listing every item of data.

<https://www.netlawman.co.uk/d/privacy-policy-template-property-agents>

If you do not have website [REDACTED]
[REDACTED].

In connection with your [REDACTED]
[REDACTED]

- you must never assume you [REDACTED]
[REDACTED] Consent must [REDACTED]
[REDACTED] you may use
that data only in one of the ways set out in the privacy policy.
- if [REDACTED]
[REDACTED]

You will find a full list at:

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>

4. Recognition of our copyright in this document

We assert our [REDACTED]
[REDACTED] which set out in full how it may [REDACTED] we remind you
that you may not [REDACTED] [REDACTED] and other professional advisers may re-use
the document as for any legal precedent.

Once you have [REDACTED]

5. Document review service

If you would like [REDACTED]

Please contact our support team at support@netlawman.co.uk [REDACTED]
[REDACTED]

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

If you edit the contents of [REDACTED]
[REDACTED] If you do
change a defined term, make sure it still applies to every other use of it in the
document.

Remember too, that [REDACTED]
[REDACTED]

2. Interpretation

Leave these items [REDACTED]
[REDACTED]
[REDACTED] Many of them strengthen the framework within which the agreement operates.

3. Entire agreement

This [REDACTED]
[REDACTED]
[REDACTED] If other [REDACTED]
[REDACTED]
[REDACTED]

4. Warranties by the Client

These provisions are [REDACTED]
[REDACTED]

5. Certifications and registrations of Agent

Paragraph 15 covers “[REDACTED]”. If you prefer to present this information in a less ostentatious way, you could [REDACTED]
[REDACTED]

6. The basic contract

This paragraph is concerned [REDACTED]
[REDACTED]
[REDACTED] your client expects. It is for you to specify what you will do for your fee. Conversely, [REDACTED]
[REDACTED]
[REDACTED]

7. Fee and payment

You can set out your fee [REDACTED]
[REDACTED] or in an [REDACTED]
The advantage of using an [REDACTED]
[REDACTED]

Do note how important it is [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] reference to it here, there will be no obligation for your client to pay you.

8. Expenses

This paragraph is optional. [REDACTED]
[REDACTED] you can

just as easily place [REDACTED]
■ You may delete it if not required.

9. Introduction of Prospective Buyers

This paragraph requires editing to suit your requirement. This is to ensure flexibility and increases the scope of the relationship with the client.

By all means edit as you require.

10. Obligations of the Agent

We have provided [REDACTED]y,
fairly, and so on. In addition [REDACTED]
[REDACTED]
[REDACTED]

On the other hand, you have no [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Make it
as tough or tender as you like. You may therefore edit this paragraph exactly as you
wish.

11. Obligations of the Client

This is the place to enter all [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] and your relationship with your client, you may wish to add other items to
this paragraph.

12. Confidential Information

We have included this [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

We suggest that this [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] concerned.

In any event, we strongly [REDACTED]
[REDACTED]
[REDACTED] privacy policy with this agreement.

13. Limitation of liability

The law is complicated ██████████ ██████████ ██████████
██████████ Our best advice to
you is to include ██████████ ██████████

We have drawn ██████████ ██████████ ██████████
Even if they go beyond your real legal rights, ██████████
██████████ ██████████ ██████████ ██████████
██████████ ██████████ ██████████ ██████████

14. Termination

This paragraph ██████████ ██████████ ██████████
██████████ ██████████ ██████████ ██████████
██████████ ██████████ ██████████ ██████████
██████████ which are in line with your commercial understanding with the other party.

The most important point ██████████ ██████████ ██████████
██████████ ██████████ ██████████ ██████████
██████████ ██████████ ██████████ ██████████
██████████ ██████████ ██████████ ██████████
██████████

15. Complaints and Redress

This paragraph ██████████ ██████████ ██████████
██████████ ██████████ ██████████ ██████████
██████████ ██████████ ██████████

The law requires that the ██████████ ██████████
██████████ ██████████ ██████████ ██████████
██████████ ██████████ ██████████ ██████████
██████████ ██████████

In case of a complaint, the ██████████ ██████████
██████████ ██████████ ██████████ ██████████
██████████ ██████████ ██████████ ██████████
██████████ ██████████

The Property Ombudsman (TPO) ██████████ ██████████
██████████ The Property Redress Scheme ██████████ ██████████
██████████ You may find more details at:
██████████ ██████████ ██████████ ██████████
██████████ ██████████ ██████████ ██████████
██████████ ██████████ ██████████ ██████████
██████████

https:/

16. Assignment

This paragraph simply

17. Miscellaneous matters

A number of special points. We have identified

■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ Do not delete unless you are quite positive you know the legal effect of doing so.

17.2: self explanatory provision.

 We suggest leave it as is and edit the privacy policy as annexed to this agreement.

Notes on Schedule 1: Services and Fees

We have provided an example

One way or another, it is important that you specify fees and prices, for obvious reasons.

Notes on Schedule 2

Instructions from client to Agent relating to the sale of the Property

We provide here just one

then constitute the text for this schedule.

As you will know,

We therefore suggest you encourage each client to set down any specific instructions before you start working for them.

End of notes