Sales Terms and Conditions of business, fees and

Leasehold plus share of freehold

expenses

Client:

Freehold

Service charge:

Ground rent:

£

Other:

Asking

price:

Leasehold expiry date:

(If the property is jointly owned please state the names of all owners. If the property is corporately owned the full name of the company, the company registration number and the registered office address must appear on this form, which must be signed by an authorised signatory.) **Property address:**

Notice of Cancellation

If you wish to cancel this contract, you MUST DO SO IN WRITING and you may complete this section to do so. Please ensure that it is delivered or sent by post to the address given above, or emailed to propertymanagement@foxgreg.co.uk.

I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our property (delete as appropriate) the address of which is:

Contact address:	
Hometel:	
Mobile:	
Email:	
Agency type:	
(Tick box)	
Sole agency: 1.5% +VAT (1.8% inc VAT) (8 week minimum term)	Multiple agency: 2.00% +VAT (2.4 % inc VAT)
Tenure:	
(Tick box)	

Leasehold

Sole agency

Where Fox Greg act on your behalf as your sole agent, you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period; or with a purchaser introduced by another agent during that period. Sole agency instructions, including Open House which is only available on a sole agency basis, are subject to a minimum contract period of 8 weeks. Either party may terminate such a contract by giving four weeks' notice in writing. Such notice cannot be served less than 4 weeks prior to the end of the minimum term period of instruction.

Multiple agency

Where Fox Greg is instructed along with other agents, you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us; or with a purchaser to whose attention we brought the availability of the property. A multiple agency instruction can be terminated at any time by either party by giving four weeks' notice in writing.

Asset Transfer

For the avoidance of doubt and without prejudice to the above it is the intention of the parties to this agreement that any purchase by way of asset transfer will be effected to maximise efficiencies and that such a transfer will be treated as if it was a sale of property for the purposes of this agreement.

Energy Performance Certificates (EPCs)

It is a legal requirement to have commissioned an EPC before marketing can commence on your property. Fox Greg can arrange this for you at a cost of £118.80 inc VAT.

Sub instruction

Fox Greg reserves the right to sub-instruct other agencies at any time during our agency if we consider that this would be in your best interests. This will not involve any extra costs and all viewings and negotiations will be coordinated by Fox Greg.

Fees payable

Fox Greg fees are calculated as a percentage (%) of the sale price achieved + VAT at the prevailing rate. As Fox Greg fees are based on a percentage of the price achieved, should this be higher or lower than the asking price, Fox Greg's fees will be correspondingly higher or lower. For all sole agency instructions, this percentage is at a rate of 1.5% + VAT (1.8% inc VAT). For all multiple agency instructions, this percentage is at a rate of 2% + VAT (2.4% inc VAT). For example, on a sole agency instruction our fees of 1.5% for a £400,000 property would be £6,000+VAT (£7,200 inc VAT). All agency commissions are subject to a minimum fee of £5,000 + VAT (£6,000 inc VAT). All agency contrained any extra prices for fixtures, fittings, goods, chattels, carpets, curtains and other such related items.

Responsibility of fees

The responsibility for the payment of fees remains with the party(ies) named on this document and you hereby confirm that you have obtained all necessary consents to allow you to instruct Fox Greg to sell the property. Fox Greg will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser that Fox Greg has introduced within six months of the date Fox Greg's instruction ended. However, Fox Greg will give up its rights to any commission fee if a purchaser first introduced by Fox Greg goes on to buy the property through another estate agent in circumstances where that purchaser was introduced by the other estate agent more than six months after Fox Greg's instruction ended. If no other estate agent is involved, this time limit extends to 2 years. There may be a dual fee liability if:

a) the seller has previously instructed another agent to sell the same property on a sole agency, joint sole agency or a sole selling rights basis; or

b) that seller instructs another agent during or after the period of Fox Greg's sole agency or joint sole agency.

Time and payment of fees

All Fox Greg's fees become due and payable upon exchange of contracts. However, and at the discretion of Fox Greg, fees may be paid out of completion monies. On signing this document, you are hereby authorising your lawyers to pay our fees out of the sale proceeds. Interest

We reserve the right to charge interest from the date of exchange of contracts on any amounts still outstanding 28 days after Fox Greg's fees are first demanded. The prescribed rate of interest shall be 2% above the Bank of England base rate as at the date they are first demanded and payable from that date.

Marketing and property photography

You authorise us to display a For Sale board during our instruction (subject to local planning regulations). You authorise Fox Greg to attend, photograph, and create floorplans of the property. You permit images depicting the property to be used for the purposes of marketing and the promotion of the Fox Greg brand. This involves the display of the images across all advertising mediums, including but not limited to, Fox Greg website, aggregator or sub-agent websites, social media platforms and print. The copyright of all details, photographs and floorplans remains exclusive to Fox Greg.

Connected persons

As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify Fox Greg immediately.

Keys

Where you provide us with a set of keys (or authorise us to use keys held by another agent), we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. We will not charge you for this service. Fox Greg's secure key tag system ensures that third parties cannot identify which property a set of keys belongs to, therefore, in the event that keys are lost or unaccounted for, Fox Greg's' liability is strictly limited to the cost of cutting a new set of keys.

Complaints procedure

Should you have any problems with Fox Greg's service which you are unable to resolve with the Negotiator involved, you should write to the Manager for the area/department in question. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within 15 working days. If you remain dissatisfied, you should write to the Director of Fox Greg (email provided upon request) by email or post (143 Leman Street, London E1 8EY). The same time limits will

read and understood the terms and conditions contained within this document. I understand that I may have the right to cancel this agreement under the

Year

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed and confirm that I wish Fox Greg Ltd to commence marketing the property immediately. I accept that in signing this document I am bound by its entire contents.



Notice of the Right to Cancel

You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed. Notice of Cancellation MUST BE IN WRITING and should be delivered or sent by post to Fox Greg, 143 Leman Street, London, E1 8EY; or by email to oropertymanagement@foxgreg.co.uk. Any Notice of Cancellation is deemed served on the day that it is delivered, posted or sent.

If you have given us your written agreement to market your property within the cancellation period you may be required to pay our commission fees if we have introduced a purchaser to your property prior to your serving a Notice of Cancellation.

apply. Following the Director's investigation, a written statement expressing Fox Greg's final view will be sent to you and will include any offer made. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to the Property Redress Scheme (PRS) within 12 months for a review. For the avoidance of doubt, PRS will only review complaints made by consumers.

Anti-Money Laundering Regulations (AML)

Fox Greg is subject to the Money Laundering Regulations 2017. As a result we will need to obtain and hold evidence confirming your identity and proof of your address. We will be unable to proceed with any work on your behalf until we obtain this from you. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property and confirmation of the source or destination of funds may also be requested.

Data protection and privacy policy

Fox Greg complies with all applicable data protection and privacy laws in dealing with your personal data. Disclosure

It is a requirement of this agreement that should an offer be agreed privately, or via another estate agent, the seller must disclose to Fox Greg the identity of the purchaser prior to exchange of contracts. Jurisdiction

The High Court and the County Courts of England and Wales shall have jurisdiction over this agreement. Entire agreement and variations

This contract constitutes the entire agreement between Fox Greg and the seller and supersedes all prior agreements, understandings, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing by a Director of Fox Greg.

We are members of the Property Redress Scheme and abide by the Property Redress Scheme Code of Practice. You agree that we may disclose information relating to the sale of your property to The Property Redress Scheme, if you or the applicant have registered a complaint and The Property Redress Scheme asks for it. You also agree that we may disclose your contact details to The Property Redress Scheme if they ask for them, to assist in their monitoring of our compliance with the Code of Practice. Fox Greg Ltd Registered Office 1 Kings Avenue, London, N21 3NA Registration No. 12132650 (England)