

Tate Residential

Instruction Agreement

**This is an Agreement between Tate Residential Ltd of 16 Battersea Park Road
SW8 4LS and the Vendor(s)**

(Name of Client)
(Address of Client)
(Post Code of Client)

For the Property known as
(Address of the Property to be sold)
(Postcode of the Property to be Sold)

At an Asking Price of £(Valuation of property for sale)

- 1 The following Terms and Conditions must be read together with our accompanying letter and are to be interpreted according with English law. If any of them shall not apply for any reason it shall not affect the validity of the others. They may be varied only by our agreement in writing.
- 2 The vendor instructs and appoints Tate Residential Ltd to act as **sole agent** in relation to the sale of the property upon the terms of this document.

SOLE AGENCY

Tate Residential's fee is **2.0% + VAT** of the sale price agreed. Our fees are inclusive of all advertising, printing, boards, photography, postage and are payable by your solicitor upon completion of the sale. Our fees will be due if at any time contracts for the sale of your property are exchanged with a purchaser introduced by us during the period of our agency or with whom we had negotiations about the property during that period or with a purchaser introduced by another agent during that period.

- 3 Tate Residential requires 2 weeks notice, in writing of your intention to terminate your agreement with us or to go multiple agency. (unless instructed as a multiple agent outlined above)
- 4 **INTRODUCTION**
A purchaser may be introduced either directly or indirectly as a result of our activities. We shall remain entitled to our commission where any eventual sale results from our previous activities or introductions during the period of our agency or any period of notice.

5 SUB - AGENTS

We reserve the right to instruct sub-agents on your behalf where we consider such a step to be in your best interest. This will involve you in no extra costs and all viewings and negotiations will be co-ordinated through us.

6 COMMISSION PAYMENT

Our commission will be calculated as a percentage of the sale price achieved for the property, including any part of the price attributable to carpets, curtains and other fixtures or chattels. On the basis of joint agency our commission will be 2.0% and multiple agency our commission will be 3.0%. All commission and other payments due to us are subject to VAT at the prevailing rate.

8 PROPERTY MISDESCRIPTION ACT 1991

The Property Misdescription Act 1991 makes it a criminal offence to give false or misleading information about the property and matters relating to its disposal. Draft particulars will be sent to you for your approval and your assistance is essential to ensure that any information we provide is factually accurate in every aspect. If you are in any doubt about any information relating to title, the extent of the property, land charges, covenants, planning or other legal matters, you must tell us and we strongly recommend such issues should be referred to your solicitors.

9 ESTATE AGENTS ACT 1979

Under the Estate Agents Act 1979, we are required to disclose to prospective purchasers any family relationship or business association between you and any of our employees or officers.

Where we are aware of such a declarable interest, the relevant disclosure will be made in all sales and marketing particulars. If you are aware of any such relationship, you must notify us as soon as possible with full details.

10 ADDITIONAL SERVICES

We may offer the following services to prospective purchasers and similarly, the services may be offered to them by another organisation in circumstances where we may financially benefit:-

- a) valuation/survey, estate agency and property management services.
- b) introduction of financial services, including mortgages, insurance and pensions.

11 We accept no liability or responsibility for the maintenance or repair of, or for any damage to, the property at any time.

12 Tate Residential has informed you as vendor about the Requirements of a Home Information Pack. I/we agree to have a home Information Pack undertaken at our own cost and **Do/Do Not** Instruct Tate Residential to arrange this at the agreed price of £..... and **have/have not** attached a cheque for this sum.

I agree to the above Terms and Conditions. In the event the property is in co-ownership, I warrant that all and any such co-owners have given me authority to sign this document. I also acknowledge receipt of a duplicate of this agreement.

Signed:.....

Date: