

This is a Sole Agency Agreement and this document is confirmation of Almost Home Limited's terms in accordance with Section 18 of the Estate Agents Act 1979.

#### Seller Details

#### Address

#### Contact Details

#### Contact Details

Tenure Leasehold

Agreement Sole Agency Period 6 Weeks

Commission Fee 0.75% of Sale Price VAT - Zero

Example – Advertised £210,000 Sale Price £200,000 – Fee Payable £1,500.

Minimum Fee £375 Maximum Fee £4,500

Legal requirement - EPC is required before the property can be marketed.

Upon instruction, we will arrange the EPC if one isn't already in place.

Energy Performance Certificate is included subject to completion.

If we instruct the EPC but do not complete on the sale, £60 will be charged.

#### MONEY LAUNDERING ACT 2003

In line with current legal requirements we must verify your identity before we commence the marketing of your property. Two of the following documentation will be required for each seller.

Passport Number

Passport Number

NI Number

NI Number

DVLA Licence Number

DVLA Licence Number

Utility Bill

Utility Bill

#### Notice of Right to Cancel

You have the right to cancel this contract if you wish, within 14 days of the date this agreement is signed. Cancellation should be communicated in writing to Almost Home, 14 Vermont Way, St Leonards on Sea, TN37 7TN or via email to [info@almosthome.email](mailto:info@almosthome.email) If work has commenced before the 14 day cancellation period expires and you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out.

#### Property Description

Once instructed to market your property, Almost Home will prepare a draft copy of the sales particulars for your approval. Almost Home and the seller are legally obliged to ensure that the representation of your property is accurate and not in any way misleading to a prospective buyer. If after 7 days of the seller receiving the draft particulars, Almost Home have not had a response the property will be marketed and it will be assumed that the seller is happy that the description is accurate and not misleading.

#### Other Services

We are legally obliged to inform you that should you require the services of any professional body in relation to this transaction we are happy to refer you to third party companies. We may receive fees or commission for these services.

#### Terminating This Agreement

The termination of this Sole Agency agreement shall be by way of not less than 14 days written notice by the seller or agent after the conclusion of the initial 6 week period. You will not instruct any other Estate Agent until 6 weeks have passed since the date of this Agreement. In the event of your property being withdrawn from the market, no costs or charges will be payable.

#### The Property Ombudsman

We are a member of The Property Ombudsman – Membership No D13311 See [www.tpos.co.uk](http://www.tpos.co.uk) for further information.

#### Terms of This Sole Agency Agreement

Please Read Carefully Before Signing

You should not sign this agreement unless you agree to these terms and conditions.

This document forms a legally binding contract between Almost Home Limited, referred to hereafter as Almost Home and the Seller.

The Seller hereby instructs Almost Home to market the property to be sold in accordance with the following terms and conditions.

You appoint Almost Home with Sole Agency Rights to market and endeavour to negotiate the sale of the property at a price acceptable to you.

You will not instruct any other estate agent for a minimum period of 6 weeks following the date of this Agreement, even if you end the Agreement during this period.

#### Sole Agency Rights

You will be liable to pay our fees in full plus VAT if applicable in addition to any other costs or charges agreed in each of the following circumstances: If unconditional contracts for the sale of the property are exchanged in the period of our selling rights agreement, if the buyer is introduced by another agent.

If unconditional contracts for the sale of the property are exchanged after the expiry date of the period during which Almost Home have Sole Agency rights but to a purchaser who was introduced to you by Almost Home during that period or with whom we had negotiations with during that same period.

All negotiations for the sale of the property must be carried out by Almost Home.

As from the date of signing this Sole Agency Agreement, Almost Home have the exclusive rights to sell the property.

You agree that the property will be placed on the open market for sale by Almost Home.

If you are already in an agreement with another Estate Agent when you instruct Almost Home to sell your property, please discuss your current terms with your current agent as you may end up being liable to pay both agents when your property is sold.

#### For Sale Board

You hereby allow Almost Home to erect a FOR SALE board at the property. Planning regulations state that only one Estate Agent board is permitted. Fines can be imposed on both the seller and the agent if this regulation is breached.

#### Personal Interest Disclosure

In accordance with the Estate Agent Act 1979, as the seller if you are related or associated with a director or employee of Almost Home you must inform us immediately in case there could be a conflict of interest. Likewise, if a director, employee or associate of Almost Home has an interest in your property we will disclose that information to you.

#### Part Exchange

Should you decide to part exchange your property with a party introduced by us, our fees remain payable in full.

#### Payment of Account

Upon Exchange of Contracts, Almost Home will submit an invoice to your solicitor which we are happy to be paid once the Completion has taken place. Should any part of the invoice total remain unpaid 7 days after the legally recognised completion date, interest at 3% above Barclay's base rate will be added to the account.

#### Sellers Declaration

I/We accept the terms contained within this agreement and acknowledge receipt of a copy signed by all interested parties. If this agreement is not signed by all of the owners or trustees etc of the property to be sold, then the signatory confirms that he/she is authorised to sign this agreement on behalf of such persons.

#### Please, Print Name, Sign & Date

Signed by Seller

Signed by Seller

Signed on behalf of Almost Home Declan Purcell

Almost Home Ltd – Company Registration Number 09957925

Registered Address – 14 Vermont Way, St Leonards on Sea, East Sussex, TN37 7TN.