

# Streets Ahead Agency Agreement

Address of the property to be sold: .....

129 ELLISON ROAD, LONDON, SW16 5DE

Seller's address (if different): .....

All sellers' full names: SANA KHAN - STREETYS LIMITED

Our valuation: £ ..... Date: .....

Marketing price (if known): £425,000

Agreed date to review the price (if property has not sold): .X

We will act as your agents to sell your property under one of the following options. (Tick the one which applies.)

Sole Agency ☐

If we are the only agency involved in selling your property we will charge a commission of plus VAT. Based on the marketing price shown above, this would be equal to

£ ..... excluding VAT

£ ..... VAT

£ ..... including VAT.

However, this figure will vary depending on the actual selling price achieved. Our minimum fee is: £3,950 excluding VAT. VAT is £790.00. A total price of £4,740 inclusive of VAT.

You will be liable to pay remuneration to us in addition to any other costs or charges agreed in each of the following circumstances:

1 If unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us, but by another agent or by any other person, including yourself, and even if we were not the effective cause of sale.

2 If unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom we had negotiations about the property during that period, and even if we were not the effective cause of sale. Under the Estate Agents Provision of Information Regulation 1991, we have to use the wording shown above. In Plain English we mean:

You will have to pay us our fee plus any other costs or charges if:

1 you exchange contracts for selling the property in the period during which we have sole selling rights, even if you or another agent found the buyer and we are not responsible for the sale; or

2 you exchange contracts for selling the property after the end of the period during which we have sole selling rights but the buyer is someone who was either introduced to the property during that period or we negotiated with about the property during that period, even if we are not responsible for the sale.

## Period of sole agency

The terms of this agreement will apply for at least 12 weeks (including the notice period) from the date you sign, or the start date, if it is different. To end the agreement at 12 weeks you must give written notice at or before 10 weeks. After 12 weeks, you must give us 28 days' written notice to end the agreement.

Multiple agency ☒

If you also ask other agencies to help sell your property, we will charge commission of 2% plus VAT. Based on the marketing price shown above, this would be equal to

£ 8,500 ..... excluding VAT

£ 1,700 ..... VAT

£ 10,200 ..... including VAT.

However, this figure will vary depending on the actual selling price achieved. Our minimum fee is: £3,950 excluding VAT. VAT is £790.00. A total price of £4,740 inclusive of VAT.

You must pay us commission if you exchange contracts for selling the property either:

- with a buyer we have introduced during the period of the agreement; or
- with a buyer we have had negotiations with about the property during the period of the agreement.

## Period of multiple agency

This clause continues until 21 days' notice is given in writing by either you or us.

## Special conditions

Clearly write below any special conditions or the name of any interested buyer you knew about before you entered into this agreement.

## Notice to cancel

Complete, detach and return this form **only if you wish to cancel the contract within the 14 day cooling off period**

To: .....

(Address overleaf)

## Please note

1 By signing this agreement you are confirming that there is currently no buyer, private or through other estate agents, interested in buying the property (unless you have written the details in the special conditions). You also agree that if you exchange unconditional contracts with a buyer other than through us, you will give us details and timings of the sale, including the buyer's name, address phone number and email.

2 You may have to pay two commission fees if you have already appointed another estate agent to sell your property or if you appoint one during the period of this sole agency agreement – one to us and one to the other agency.

3 By signing this agreement you agree that if you do not pay our commission within seven days of the sale being completed, you will pay interest on our commission at a rate of 4% a year above the HSBC Plc base rate. If we have to instruct solicitors because you do not pay any amount you owe us under this agreement, you must pay back to us any reasonable costs we have to pay (not including VAT). This is subject to any major electronic failings by banks.

4 You must still pay our fee in full if a buyer exchanges contracts but fails to complete.

### 5 If you part-exchange the property

If you buy a property and this results in someone taking the property you are selling in part exchange, you will still have to pay our commission. However, you may not have to pay any commission if we can agree terms to sell the property on behalf of the people you are part-exchanging with. We will confirm in writing to you if terms have been agreed. Until then you should not agree to commit to a part-exchange. If we cannot agree terms with the people part-exchanging your property you will still have to pay our fee. This only applies in the period of sole agency agreement.

## Offers

By signing this agreement you authorise us to decide whether to tell any other buyer about any offers that have been received by this estate agent.

## Our services

We must let you know that we or other companies may offer services to you and people who might want to buy your property. These services include estate agency, mortgage and financial advice, conveyancing, surveying, insurance and utilities. **Before signing this agreement you should carefully read these terms and conditions.**

Agreed for Streets Ahead by: Louis French

Office address: Thornton Heath Branch

Office telephone number: 020 8689 8888

Email address: Louis.french@streetsahead.info

Signature: PP Pennington Date: .....

Under the terms of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CICAR) you may cancel this agreement by giving notice within 14 days of the date of signing. This must be done in writing and should be delivered personally or sent to the person named in the form above. You can use electronic mail and you may use the form below but you do not have to. Office addresses and contact details are listed overleaf. We will not normally start work until the end of the 14 day period. If you want us to start work before 14 days, you must confirm this. You will still retain the right to cancel the agreement within the 14 day period, but if you do, you shall pay an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of this contract up to £1500. However, this figure may be higher in the event of offers having been received, accepted or a sale being agreed. **If you require us to start work before the end of the 14 day period, please sign here, if not, leave blank.**

Signature: Sana Khan Date: 06/12/2023

Sana Khan (Dec 6, 2023 14:04 GMT+5)

I agree to provide you with a valid Energy Performance Certificate (EPC) from either the EPC supplier you have recommended or from my own supplier. **I confirm I am authorised by all owners of the property to sign and enter into this agreement, and that I have read and understand its terms.**

Start date: .....

Agreed by (owner or authorised seller): Sana Khan

Print name(s): Sana Khan Date: 06/12/2023

Signature: Sana Khan (Dec 6, 2023 14:04 GMT+5)

Signature: ..... Date: .....

Signature: ..... Date: .....

## Money Laundering Regulations (by law, we need evidence of all sellers' identity and residency)

Forename ..... Middle name .....

Surname ..... Date of birth ..... Gender .....

Passport MRZ number .....

Expiry date and country of origin .....

Driving licence number / postcode and issue date .....

Utility bill - supplier, account number and date of bill .....

Conveyancing advice or quote required? Yes / No Mortgage advice or quote required? Yes / No

Survey advice or quote required? Yes / No Streets Ahead arrange EPC (£75 plus VAT)? Yes / No

Professional Photography required (£100.00 plus VAT)? Yes / No

I / we (delete as appropriate) hereby give notice that I / we (delete as appropriate) wish to cancel my / our (delete as appropriate) contract to market the property below. (All parties signing the original agreement must sign the notice to cancel).

Address: .....

Print name(s): .....

Signature: ..... Date: .....

Signature: ..... Date: .....

**Signature:** Sana Khan  
Sana Khan (Dec 6, 2023 14:04 GMT+5)

**Email:** mehrose@luxrealty.ae