

# Agency Agreement



woosterstock.co.uk telephone: 020 7708 6700

For Sale at: £

Wooster & Stock Ltd will act on the following agency basis:  
Sole / Joint / Multiple

Address

If sole agents, Wooster & Stock Ltd has a minimum exclusivity period of \_\_\_\_\_ weeks before written notice can be given to terminate the instruction or to change the instruction to Multiple Agency.

Wooster & Stock Ltd commission will be chargeable at the rate of: \_\_\_\_\_ % + VAT

## TERMS AND CONDITIONS OF BUSINESS

### 1. TYPE OF AGENCY

#### Sole Agency 2.0%

Where Wooster & Stock Ltd is acting as sole agent, you will be liable to pay commission to us 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, or making an offer via, another agent during that period.

#### Joint Sole Agency 2.5%

Where Wooster & Stock Ltd is acting with one other agent, you will be liable to pay commission to us if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us.

#### Multiple Agency 3.0%

Where Wooster & Stock Ltd is acting along with other agents, you will be liable to pay commission to us if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us.

#### Sub-agency

The Vendor agrees that unless specifically instructed in writing Wooster & Stock Ltd may use sub-agents to help market the property at no extra cost to the Vendor.

#### Preparation of Particulars

The vendor will be deemed to have instructed Wooster & Stock Ltd to act as selling agent if sales particulars have been prepared by us and submitted to the Vendor, irrespective of whether a signed copy of the Agency Agreement has been returned to us.

#### Notice

The Agency Agreement, whether sole, joint or multiple, may be altered or terminated by either party by giving 14 days written notice. Wooster & Stock Ltd remains entitled to commission where any eventual sale results from our previous activities or introductions during the period of our agency or any period while we are under notice.

### 2. FEES

#### Fees Payable

Wooster & Stock Ltd fees are calculated as a percentage of the sale price achieved plus VAT. The percentage rate applied is 2.0% for sole agency instructions and 3.0% for multiple agency instructions unless stated otherwise above. The person(s) who sign the Agency Agreement is (are) responsible (jointly and severally) for the payment of commission.

#### Timing

All Wooster & Stock Ltd fees will be invoiced upon exchange of unconditional contracts. The Vendor must authorise his/her solicitor or other legal representative to pay the sale commission out of the proceeds of the sale upon Completion.

#### Interest

If payment is not received within 7 days of Completion Wooster & Stock Ltd reserves the right to charge compound interest on any outstanding invoice equivalent to 3% above the Bank of England base rate.

### 3. OTHER

#### Conflicts of Interest

Under the Estate Agents Act (1979) Wooster & Stock Ltd is required to disclose to prospective buyers any personal family or business relationship that exists between the Vendor and Wooster & Stock Ltd. Vendors are also required to notify Wooster & Stock Ltd to the same effect.

#### For Sale Boards

The erection of a 'For Sale' flag board is included as part of the Wooster & Stock Ltd service. Under The Town and Country Planning Regulations only one 'For Sale' flag board is permitted. The Vendor must agree that no other 'For Sale' boards are displayed whilst the agent's board is erected.

#### Disclosure

Should an offer be accepted privately or through another agent the Vendor must disclose the identity of the purchaser to Wooster & Stock Ltd before contracts are exchanged.

#### DECLARATION

Please sign and date the declaration below and return this form to our office in the stamped addressed envelope.

I/We have read and accepted the terms of this agency agreement and the terms and conditions of business.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ /200\_\_\_\_  
(Vendors)

Wooster & Stock Ltd, 39 Grove Lane, Camberwell, London SE5 8SP

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