



# TERMS OF AGREEMENT

# ESTATE AGENCY AGREEMENT

Agent: Abodeology, acting through the authorised branch/representative below

Branch/Office: Main

Branch Address: 71-75, Shelton Street, Covent Garden,  
London, WC2H 9JQ

Seller(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Initial Asking Price: £ \_\_\_\_\_

*(Marketing figure only — not a valuation or guarantee.)*

Commission Fee: \_\_\_\_\_% of the final sale price (plus VAT)

*(Final fee = Sold Price × % Fee + VAT)*

Fee Payable Upon Completion: Yes

Fees are due upon legal completion and payable to Abodeology HQ or its nominated collection entity, regardless of which branch handled the sale.

## IMPORTANT NOTICE

This is a legally binding contract. Independent legal advice is recommended.

- a) Abodeology complies with the:  
Estate Agents Act 1979
- b) Consumer Protection Regulations
- c) UK GDPR
- d) AML Regulations
- e) Equality Act
- f) Trading Standards Material Information Standards
- g) Consumer Contracts Regulations.

The Seller confirms all information provided about the property is accurate, complete and not misleading.

## 1 Definitions

1.1 “Abodeology”, “we”, “us” or “the Agent” refers to **Abodeology Ltd**, a company registered in England and Wales under company number **14506067**, whose registered office is:  
71–75 Shelton Street, Covent Garden, London, WC2H 9JQ.

1.2 2. “Seller”, “you” or “Client”  
refers to the person(s) named as the Seller in this Agreement.

## 2 TYPE OF AGENCY (select one)

### 2.1 Sole Agency

The Seller will pay the commission fee if:

- a) Abodeology introduces a buyer during the sole agency period who later completes; or
- b) Any buyer introduced by Abodeology during the period purchases within 6 months of termination; or
- c) Another agent introduces a buyer during the sole agency period.

Termination: 5 days' written notice.

### Double Commission Warning:

Instructing multiple agents during this period may result in liability to pay more than one fee.

### 2.2 Sole Selling Rights

The Seller will pay the fee if contracts are exchanged:

- a) with any buyer during the period, regardless of who introduced them; or
- b) after the period, with a buyer introduced or negotiated with during the period.

Termination: 5 days' written notice.

### 2.3 Multiple Agency

- a) Only the agent who introduces the successful buyer earns the fee.
- b) Abodeology may charge a higher percentage for multiple agency.

Termination: 5 days' written notice.

### 3 MULTI-BRANCH & SUB-AGENCY NETWORK

The Seller acknowledges that Abodeology may market the property through:

- a) Any Abodeology branch
- b) Partner or licensee offices
- c) Self-employed agents
- d) Sub-agents or network affiliates

All such parties act as authorised representatives of Abodeology.

The contract remains strictly between the Seller and Abodeology.

### 4 FOR SALE BOARDS

The Seller authorises Abodeology to erect and maintain a compliant For Sale board.

Abodeology is not liable for third-party interference or damage.

### 5 FEES & PAYMENT

#### 5.1 Fee Structure

Percentage fee only: \_\_\_\_\_ % of final sale price achieved (plus VAT).

#### 5.2 Payment

Fees become due upon completion.

All Sellers are jointly and severally liable.

#### 4c. Ready, Willing & Able Buyer (CCR)

If the Seller requests immediate marketing within the 14-day cooling-off period, they may become liable for the full fee should Abodeology introduce a buyer who is ready, willing and able to proceed.

### 6 ADDITIONAL COSTS

Abodeology will not charge additional costs unless agreed in writing in advance.

Optional services such as EPCs, premium marketing or third-party packages will be itemised where applicable.

### 7 OFFERS

Abodeology will:

record all offers

communicate all offers promptly to the Seller

provide an offer log on request

verify the buyer's ability to proceed where possible

No discrimination will occur under the Equality Act 2010.

## 8 KEYS & ACCESS

Where Abodeology holds keys:

Viewings will be accompanied unless agreed otherwise

Keys will be securely coded

Surveyor/valuer access requires Seller consent

Any Abodeology branch/partner agent may conduct viewings

## 9 DISCLOSURE OF PERSONAL INTEREST

Required by the Estate Agents Act 1979.

Does any Abodeology representative have a personal interest in this property?

Yes / No

If yes, provide details: \_\_\_\_\_

## 10 ACCURACY & MATERIAL INFORMATION

The Seller agrees to:

- a) provide full, accurate and non-misleading information.
- b) disclose all material information, including:  
structural defects, disputes, notices, rights of way, planning issues,  
lease details, tenure, restrictions, title irregularities, unauthorised works,  
etc.
- c) notify Abodeology immediately of any changes.

Marketing content will be approved by the Seller prior to publication. The Seller is legally responsible for the accuracy of their information.

## 11 MARKETING MATERIALS

The Seller authorises Abodeology to create and use:

- Photography
- Video tours
- 360 walkthroughs
- Drone footage
- Floorplans
- EPCs
- Social media and online advertising
- Portal listings
- Print or digital brochures

All materials remain the intellectual property of Abodeology or its suppliers.  
Abodeology may retain archived materials for compliance, training or auditing.

## 12 ABODEOLOGY® HOMECHECK - SERVICE DEFINITION

The Abodeology HomeCheck is a presentation-focused data-collection service only.

Abodeology representatives collect basic visual information using third-party software, such as photographs and simple moisture readings.

This data is analysed by an AI system and reviewed by an independent third-party assessment provider who produces the HomeCheck report.

The HomeCheck report is designed **solely to give homeowners ideas on how to present their home for sale** and to support general home preparation.

The HomeCheck report:

- a) **is not a survey**
- b) **is not a valuation**
- c) **is not a structural or condition report**
- d) **must not be used for purchasing decisions**

All assessments, observations and conclusions in the report are produced by the third-party provider. Abodeology does **not** inspect, analyse, assess or verify the condition of the property and accepts **no liability** for the content of the report.

## 13 DATA PROTECTION (GDPR)

Abodeology processes data lawfully for:

contract fulfilment

AML checks

communication

compliance

marketing (where permitted)

Data may be shared with authorised branches/partners and third-party processors where necessary.

The Seller may request access or correction of their data.

## 14 ANTI-MONEY LAUNDERING

Before marketing begins, Abodeology must:

verify the identity of all sellers

verify beneficial ownership

obtain source of funds where required

Failure to provide documents delays marketing.

Abodeology may file a Suspicious Activity Report without informing the Seller.

## 15 CONSUMER CONTRACTS REGULATIONS (CCR)

Where signed off-premises or electronically, the Seller has a 14-day cancellation right.

If the Seller permits immediate marketing, they acknowledge potential fee liability if Abodeology introduces a ready, willing and able buyer during the cooling-off period.

## 16 MINIMUM AGREEMENT TERM

Minimum agency term: \_\_\_\_\_ weeks

After this period, the agreement continues on a rolling basis unless terminated with 5 days' written notice.

## 17 LIMITATION OF LIABILITY

Abodeology is not liable for:

- a) financial loss
- b) market changes
- c) failed sales
- d) third-party delays
- e) indirect or consequential losses

Nothing limits liability for fraud or negligence causing personal injury.

## 18 COMPLAINTS & REDRESS

Abodeology is a member of: **The Property Ombudsman (TPOS)** A written complaints procedure is available on request.

## 19 GOVERNING LAW

This Agreement is governed by the laws of England and Wales.  
Electronic signatures are valid.

## 20 SIGNATURES

Agent (Branch/Representative): \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Seller (if joint): \_\_\_\_\_

Date: \_\_\_\_\_

## STATUTORY CANCELLATION FORM (CCR)

To: \_\_\_\_\_

I/We hereby cancel the Estate Agency Agreement for:

Property Address: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_