Residential Sales Agency Agreement – Agency Instruction Form

Property Details

Property Address: ____

Postcode: ____________________

Tenure: (Tick box)

☐ Freehold ☐ Leasehold ☐ Share of Freehold ☐ Commonhold

Leasehold expiry date: _____ / ______ /______ Service charge: £ __________ per annum Ground rent: £ ___________ per annum

Asking Price: | £ | Marketing Start Date: _____________________________

Seller Details

Seller(s)

Full Name(s):

____

(If the property is jointly owned, please list all names of all owners. If the property is owned by a corporation, the full company name, the registration number and the registered office address and signed by an authorised signatory.)

Correspondence Address **(if different):**

____

Telephone: ________________________ Mobile: _________________________ Email: ____

Agency Basis (Tick box)

Please select one:

☐ Sole Selling Rights - Commission: _________ **% inclusive of VAT**
(16 weeks minimum term)

☐ Multiple Agency - Commission: _________ **% inclusive of VAT**

Energy Performance Certificate (EPC) (Tick box)

☐ Valid EPC already available ☐ YES PROPERTIES to arrange EPC ☐ Seller will provide EPC

Seller Declaration

I/We confirm that:

☐ I/We are the legal owner(s) or authorised to sell the Property.

☐ I/We have read and agree to the Residential Sales Agency Agreement.

☐ I/We acknowledge receipt of the Notice of Right to Cancel this agreement under the Consumer contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days after the date upon which it was signed.

☐ I/We understand that Commission may become payable in accordance with the Agreement.

Please sign here to confirm you have read and understood the terms and conditions contained within this document (overleaf).
I confirm that I wish YES PROPERTIES to commence marketing the property immediately. I accept that signing this document I am bound by its entire contents.

Signed: (for and on behalf of seller)	Name:	Date:

Residential Sales Terms and Conditions

Appointment, Authority and Seller Obligations

1. Definitions

In this Agreement:
"**YES PROPERTIES**" means Yes Online Properties Ltd trading as Yes Properties, its employees, representatives and authorised agents. **"Seller"** means the
person or persons named in the Agency Instruction Form. "**Property**" means the property identified in the Agency Instruction Form. "**Purchaser**" means any individual, company, partnership, trust or other legal entity acquiring or seeking to acquire an interest in the Property. "**Sale**" includes any sale, transfer, assignment, exchange, option agreement, conditional contract, asset disposal, transfer of beneficial ownership or any other transaction resulting in the disposal of the Property or any interest therein. "**Commission**" means the remuneration payable to YES PROPERTIES under this Agreement.

2. Appointment

The Seller hereby appoints YES PROPERTIES as estate agent for the marketing and sale of the Property on the basis selected in the Agency Instruction
Form. The appointment shall commence on the date specified in the Agency Instruction Form and shall continue until terminated in accordance with this Agreement. The Seller confirms that they have read, understood and accepted these Terms and Conditions before signing this Agreement.

3. Authority to Instruct

The Seller warrants and confirms that: (a) they are the legal owner of the Property; or (b) they have full authority from the legal owner(s) to enter into this Agreement and instruct YES PROPERTIES. The Seller further confirms that all necessary consents, permissions and approvals required to market and sell the Property have been obtained. Where the Property is jointly owned, all owners shall be bound by this Agreement whether signing jointly or separately.

4. Joint and Several Liability

Where more than one person signs this Agreement as Seller, each Seller shall be jointly and severally liable for all obligations arising under this Agreement, including payment of Commission, fees, costs and expenses. YES PROPERTIES may recover any amount due from any one or more of the Sellers.

5. Sole Selling Rights

Where the Seller appoints YES PROPERTIES on a Sole Selling Rights basis, the Seller shall be liable to pay Commission to YES PROPERTIES, in addition to any agreed costs or charges, in the following circumstances: **You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, 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 another agent during that period.** The Sole Selling Rights instruction shall be subject to a minimum term of sixteen (16) weeks. Thereafter, either party may terminate the instruction by giving not less than four (4) weeks written notice. No notice served during the minimum term shall expire before the end of the minimum term.

6. Multiple Agency

Where the Seller appoints YES PROPERTIES on a Multiple Agency basis, Commission shall become payable if unconditional contracts are exchanged with:
(a) a Purchaser introduced by YES PROPERTIES; or (b) a Purchaser whose attention was drawn to the Property by YES PROPERTIES.
A Multiple Agency instruction may be terminated by either party upon four (4) weeks written notice.

7. Seller Warranties

The Seller warrants that all information supplied to YES PROPERTIES regarding the Property is true, accurate, complete and not misleading.
The Seller acknowledges that YES PROPERTIES shall be entitled to rely upon such information for marketing, compliance, regulatory and legal purposes.
The Seller undertakes to notify YES PROPERTIES immediately of any matter that may affect the accuracy of any information previously supplied.

8. Property Information and Material Information

The Seller acknowledges their legal obligation to disclose all Material Information relating to the Property. Material Information includes, but is not limited to: Tenure, Council Tax Band, Ground Rent, Service Charges, Easements, Rights of Way, Restrictive Covenants, Planning Matters, Building Regulation Matters, Structural Defects, Flood Risk, Environmental Issues, Neighbour Disputes, Building Safety Issues, Cladding Issues, Occupancy Issues, any matter which may affect a Purchaser's decision to purchase the Property. The Seller shall promptly notify YES PROPERTIES of any change affecting such information. The Seller agrees to complete any Property Information Questionnaire reasonably requested by YES PROPERTIES.

9. Verification of Ownership

The Seller authorises YES PROPERTIES to obtain Land Registry documentation and undertake any checks reasonably required to verify ownership of the Property. The Seller shall provide any documentation reasonably requested by YES PROPERTIES for compliance and verification purposes.

10. Anti-Money Laundering, Sanctions and Compliance

YES PROPERTIES is subject to the Money Laundering Regulations, Proceeds of Crime Act, Terrorism Act and all related legislation.
The Seller agrees to provide: Proof of identity, Proof of address, Proof of ownership, Source of funds information, Source of wealth information (where required). YES PROPERTIES reserves the right to conduct electronic identity verification, sanctions screening, politically exposed person (PEP) screening and any other compliance checks required by law. YES PROPERTIES may suspend or terminate this Agreement where satisfactory verification cannot be obtained or where required by law.

11. Energy Performance Certificate (EPC)

The Seller acknowledges that a valid Energy Performance Certificate ("EPC") must be commissioned before the Property can be marketed.
Where no valid EPC exists, YES PROPERTIES may arrange an EPC on behalf of the Seller at the prevailing fee agreed within the Agency Instruction Form.
The EPC fee shall remain payable irrespective of whether a sale is subsequently completed.

12. Marketing Authority

The Seller authorises YES PROPERTIES to market the Property using such methods as YES PROPERTIES reasonably considers appropriate.
Marketing may include, but is not limited to: Property portal, YES PROPERTIES' website, Social media platforms, Printed advertising, Email marketing, Window displays, Property magazine, Local and national advertising, Direct marketing campaigns, Associated agent networks YES PROPERTIES shall have discretion regarding the timing, content and method of marketing the Property.

13. Photography, Floorplans and Marketing Materials

The Seller authorises YES PROPERTIES, its employees, contractors and agents to enter the Property for the purpose of preparing: Photographs, Videos, Virtual tours, Drone photography (where permitted), Floorplans, Marketing particulars, Promotional materials The Seller grants YES PROPERTIES a royalty-free licence to use, reproduce, publish and distribute all images and marketing materials relating to the Property for the purposes of marketing the Property and promoting the YES PROPERTIES brand. Copyright in all photographs, floorplans, videos, virtual tours and marketing materials created by or on behalf of YES PROPERTIES shall remain vested exclusively in YES PROPERTIES. Such materials may continue to be used by YES PROPERTIES for promotional, training, portfolio and business purposes following completion or termination of this Agreement.

14. For Sale Boards

The Seller authorises YES PROPERTIES to erect, maintain, replace and remove a "For Sale", "Sold Subject to Contract" or "Sold" board at the Property, subject to applicable legislation and local authority regulations. The Seller may withdraw such authority at any time by providing written notice.

15. Viewings

The Seller authorises YES PROPERTIES to arrange and conduct accompanied viewings of the Property. The Seller shall provide all reasonable access and cooperation necessary to facilitate viewings. YES PROPERTIES may refuse viewing requests where it considers such refusal necessary for security, compliance or operational reasons. YES PROPERTIES shall use reasonable endeavours to accompany viewings but shall not be liable where this is not reasonably possible.

16. Keys and Access

Where keys are provided to YES PROPERTIES: (a) keys shall be securely stored using coded identification systems; (b) YES PROPERTIES may retain keys for the duration of the instruction; (c) YES PROPERTIES may permit authorised employees, contractors, photographers, EPC assessors, surveyors and sub-agents to use such keys where reasonably necessary. Whilst YES PROPERTIES shall exercise reasonable care in handling keys, liability for loss or damage shall be limited to the reasonable cost of replacement keys and locks where appropriate. Nothing in this clause shall exclude liability arising from fraud, dishonesty or wilful misconduct.

17. Sub-Agents and Associated Agents

YES PROPERTIES reserves the right to appoint sub-agents, associated agents, introducers or partner agencies where it reasonably believes such appointment may assist in securing a purchaser. No additional commission shall become payable by the Seller as a result of any such appointment unless otherwise agreed in writing. Any negotiations conducted by sub-agents shall remain under the supervision and control of YES PROPERTIES.

YES PROPERTIES®

18. Commission and Fees
Commission shall be calculated as a percentage of the total consideration payable for the Property together with VAT at the prevailing rate.
Unless otherwise agreed in writing: Sole Selling Rights Fee: 2.5% plus VAT, Multiple Agency Fee: 3.0% plus VAT. The Commission shall be calculated on the total value received by the Seller, including any amount attributed to: Fixtures and fittings, Carpets and curtains, Chattels, Incentives, Premiums, Allowances, Side agreements, any other consideration forming part of the transaction. Where a transaction involves an exchange, part-exchange, transfer of shares, transfer of assets or any non-standard structure, Commission shall be calculated upon the full market value of the transaction.
19. Entitlement to Commission
Commission shall become payable where:
(a) the Property is sold during the term of this Agreement; (b) the Property is sold to a Purchaser introduced by YES PROPERTIES; (c) the Property is sold to a Purchaser with whom YES PROPERTIES negotiated; (d) a transaction is entered into substantially as a result of YES PROPERTIES' introduction or involvement; (e) Commission becomes payable under the Sole Selling Rights provisions of this Agreement. The Seller acknowledges that introduction of a Purchaser by YES PROPERTIES shall remain effective notwithstanding any subsequent negotiations conducted directly by the Seller or another party.
20. Continuing Commission Protection
Commission shall remain payable where:
(a) contracts are exchanged within six (6) months following termination of this Agreement with a Purchaser introduced by YES PROPERTIES; or
(b) contracts are exchanged within six (6) months following termination of this Agreement with a Purchaser with whom YES PROPERTIES negotiated during the instruction period. Where no other estate agent has been instructed following termination, YES PROPERTIES' entitlement to Commission may continue for a maximum period of two (2) years following termination where the Purchaser was originally introduced by YES PROPERTIES.
21. Dual Fee Liability
The Seller acknowledges that dual fee liability may arise where: (a) another estate agent remains entitled to commission under an existing agreement; (b) the Seller instructs another estate agent during a period in which YES PROPERTIES retains commission rights; (c) more than one estate agent claims to have introduced the Purchaser; (d) overlapping agency agreements exist. The Seller accepts sole responsibility for any dual fee liability arising from overlapping instructions.
22. Seller's Duty to Disclose Offers and Negotiations
The Seller shall immediately notify YES PROPERTIES of: Any private offer; Any direct approach by a prospective purchaser; Any offer received through another intermediary; Any proposed transaction relating to the Property. The Seller shall disclose the identity of any such prospective purchaser upon request. Failure to disclose such information shall not affect YES PROPERTIES' entitlement to Commission.
23. Solicitor's Authority
The Seller irrevocably authorises their solicitor, licensed conveyancer or legal representative to: (a) provide information regarding the progress of any transaction; (b) confirm agreed sale prices; (c) confirm exchange and completion dates; (d) disclose information necessary to determine Commission entitlement; (e) settle YES PROPERTIES' Commission, fees and expenses directly from the proceeds of sale. The Seller agrees that this authority shall survive termination of this Agreement.
24. Time for Payment
Commission shall become due immediately upon exchange of contracts unless otherwise agreed in writing.
YES PROPERTIES may, at its discretion, allow payment upon completion.
Any such concession shall not affect YES PROPERTIES' legal entitlement to payment upon exchange.
25. Interest and Recovery Costs
Any sum remaining unpaid for more than fourteen (14) days after becoming due shall accrue interest at a rate of four percent (4%) above the Bank of England Base Rate.
Interest shall accrue daily until payment is received in full.
The Seller shall indemnify YES PROPERTIES against all reasonable legal costs, debt recovery costs, collection charges and enforcement expenses incurred in recovering outstanding sums.
26. Survival of Commission Rights
The Seller acknowledges that YES PROPERTIES' entitlement to Commission, fees, costs, interest and expenses shall survive termination of this Agreement where such entitlement arose during the period of instruction or pursuant to the continuing protection provisions contained within this Agreement.
27. Connected Persons
In accordance with Section 21 of the Estate Agents Act 1979, YES PROPERTIES shall disclose to the Seller any personal interest known to exist between: (a) the Seller; (b) the Purchaser; (c) any employee, director or representative of YES PROPERTIES; or (d) any connected person. The Seller shall promptly notify YES PROPERTIES if they become aware of any such relationship or interest.
28. Referral Fees
YES PROPERTIES may introduce the Seller and prospective purchasers to carefully selected third-party service providers, including but not limited to: Solicitors and conveyancers, Mortgage brokers, Surveyors, EPC providers, Insurance providers, Utility and relocation services, Financial advisers.
YES PROPERTIES may receive a referral fee, commission or other financial benefit from such introductions.
Details of any referral arrangement and the amount or nature of any referral fee shall be disclosed in writing before the Seller enters into any agreement with the referred provider.
The Seller is under no obligation to use any recommended service provider and may choose alternative providers at their sole discretion.
29. Complaints Procedure
YES PROPERTIES is committed to providing a professional and efficient service.
Should the Seller be dissatisfied with any aspect of our service, the complaint should first be made in writing to the Branch Manager or Director.
YES PROPERTIES shall acknowledge receipt of the complaint within three (3) working days and will endeavour to provide a full written response within fifteen (15) working days.
If the Seller remains dissatisfied after receiving our final response, the complaint may be referred to the Property Redress Scheme (PRS) within twelve (12) months of our final written response.
Nothing in this Agreement affects any statutory rights available to the Seller.
30. Data Protection and Privacy
YES PROPERTIES shall process personal data in accordance with: UK General Data Protection Regulation (UK GDPR); Data Protection Act 2018; Privacy and Electronic Communications Regulations; and Any successor legislation.
Personal data may be collected, stored, processed and shared where reasonably necessary for: Marketing the Property; Conducting viewings and negotiations; Anti-Money Laundering compliance; Fraud prevention and detection; Regulatory compliance; Conveyancing and transaction progression; Protection of legal rights and interests. The Seller acknowledges that personal data may be shared with professional advisers, regulators, law enforcement agencies, service providers and other parties where required by law or reasonably necessary for the provision of services.
Full details of how personal data is processed are contained within the YES PROPERTIES Privacy Notice.
31. Confidentiality
Both parties shall keep confidential any commercially sensitive information obtained during the course of this Agreement, except where disclosure is required: (a) by law; (b) by a regulatory authority; (c) for the purposes of completing a transaction; or (d) with the prior written consent of the other party. This obligation shall survive termination of this Agreement.
32. Consumer Contracts Regulations – Right to Cancel
Where this Agreement is entered into: (a) away from YES PROPERTIES' business premises; or (b) by distance means including email, telephone or online communication,
the Seller may have the right to cancel this Agreement within fourteen (14) calendar days from the date upon which it is signed.
Cancellation must be made in writing and delivered by email, post or hand delivery to YES PROPERTIES.
Where the Seller expressly requests YES PROPERTIES to commence marketing services during the cancellation period, the Seller acknowledges and agrees that: (a) services may commence immediately; (b) marketing expenditure may be incurred; (c) YES PROPERTIES may become entitled to Commission where a Purchaser is introduced before cancellation; (d) the Seller may become liable for reasonable charges incurred prior to cancellation where permitted by law.
A separate Notice of Right to Cancel and Cancellation Form shall form part of this Agreement.
33. Limitation of Liability
Nothing in this Agreement shall exclude or limit liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any liability which cannot lawfully be excluded.
Subject to the above, YES PROPERTIES shall not be liable for: indirect loss; consequential loss; loss of profit; loss of opportunity; loss arising from inaccurate information supplied by the Seller; delays caused by third parties.
To the fullest extent permitted by law, YES PROPERTIES' aggregate liability arising under this Agreement shall not exceed the amount of Commission actually received by YES PROPERTIES in relation to the transaction giving rise to the claim.

34. Indemnity
The Seller agrees to indemnify and keep indemnified YES PROPERTIES against any loss, claim, liability, penalty, fine, cost or expense arising from: (a) inaccurate or misleading information supplied by the Seller; (b) breach of this Agreement by the Seller; (c) failure by the Seller to disclose Material Information; (d) any claim arising from the Seller's ownership, occupation or authority relating to the Property.
35. Force Majeure
YES PROPERTIES shall not be liable for any delay or failure to perform its obligations where such delay or failure results from circumstances beyond its reasonable control including, without limitation: acts of God; flood; fire; severe weather; war; terrorism; civil unrest; industrial action; pandemic or epidemic; utility failure; telecommunications failure; cyber-attack; government action or restrictions. Performance shall be suspended for the duration of the relevant event.
36. Notices
Any notice required under this Agreement shall be in writing and shall be deemed served: (a) if delivered by hand, on the date of delivery; (b) if sent by first-class post, two (2) working days after posting; (c) if sent by email, at the time of transmission unless a delivery failure notification is received. Notices shall be sent to the addresses or email addresses specified within the Agency Instruction Form unless subsequently updated in writing.
37. Electronic Signatures
The parties agree that this Agreement may be executed electronically.
Electronic signatures, scanned signatures and digital signatures shall have the same legal effect as original handwritten signatures.
The parties waive any objection to the admissibility of electronically executed documents in evidence.
38. Assignment
The Seller may not assign or transfer any rights under this Agreement without the prior written consent of YES PROPERTIES.
YES PROPERTIES may assign or transfer its rights and obligations to any successor business or associated company.
39. Severability
If any provision of this Agreement is found to be unlawful, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
Any invalid provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.
40. Waiver
Failure or delay by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
Any waiver must be made in writing and signed by the party granting the waiver.
41. Entire Agreement
This Agreement, together with the Agency Instruction Form, Notice of Right to Cancel, Privacy Notice and any documents expressly incorporated within it, constitutes the entire agreement between the parties.
It supersedes all previous discussions, negotiations, representations, understandings and agreements relating to the Property.
No amendment shall be effective unless made in writing and signed by both parties.
42. Survival
Any provision relating to: Commission; Fees; Interest; Debt recovery; Confidentiality; Data protection; Indemnities Dispute resolution; Limitation of liability; shall survive termination of this Agreement.
43. Professional Memberships
YES PROPERTIES maintains membership of recognised industry bodies and schemes including: Propertymark, Propertymark Client Money Protection (CMP), Property Redress Scheme (PRS), Membership details are available upon request.
44. Estate Agents Act Compliance
This Agreement shall be interpreted and applied in accordance with: Estate Agents Act 1979; Consumer Protection from Unfair Trading Regulations 2008; Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; Money Laundering Regulations; UK GDPR; and any applicable legislation, regulations or codes of practice in force from time to time.
45. Governing Law and Jurisdiction
This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising from or connected with this Agreement.
EXECUTION
By signing the Agency Instruction Form, the Seller confirms that: (a) they have read and understood this Agreement; (b) they agree to be bound by its terms; (c) they have received a copy of the Notice of Right to Cancel; (d) they have authority to enter into this Agreement; and (e) all information supplied to YES PROPERTIES is accurate and complete to the best of their knowledge and belief.

NOTICE OF RIGHT TO CANCEL

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

You have the right to cancel this Agreement within fourteen (14) calendar days without giving any reason.

The cancellation period will expire fourteen (14) days after the date on which the Agreement is signed.

To exercise your right to cancel, you must notify YES PROPERTIES of your decision to cancel by a clear written statement.

Notification may be sent by:
Post:
YES PROPERTIES
15 Morden Court Parade,
London Road, Morden,
SM4 5HJ

Email: info@yesproperties.co.uk

You may use the Cancellation Form below, although you are not obliged to do so.

If you requested YES PROPERTIES to commence marketing services during the cancellation period, you may be required to pay reasonable costs incurred up to the date of cancellation where permitted by law.
Where a purchaser has been introduced during the cancellation period and Commission entitlement has arisen under the Agreement, YES PROPERTIES reserves the right to recover Commission in accordance with the terms of the Agreement and applicable law.

CANCELLATION FORM

To:

YES PROPERTIES
15 Morden Court Parade,
London Road, Morden,
SM4 5HJ

Email: info@yesproperties.co.uk

I/We hereby give notice that I/We wish to cancel the Residential Sales Agency Agreement relating to the Property detailed below.

Property Address: ____

Postcode: ____

Seller Name(s): ____
____

Date Agreement Signed: ____

Signature(s): ____
____

Date: ____

Additional Notes: ____
____

START WITH YES

15 Morden Court Parade,
London Road, Morden, SM4 5HJ
0208 191 3717
info@yesproperties.co.uk
www.yesproperties.co.uk