



**ZOOM**  
HYBRID ESTATE AGENT

## Residential Sales Marketing Agreement



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HYBRID ESTATE AGENT

**MARKETING AGREEMENT**

**NAMES OF SELLERS OR BENEFICIAL OWNERS**

1: Name .....  
Tel .....  
Mobile .....  
Email.....  
  
2: Name .....  
Tel .....  
Mobile .....  
Email.....

**ADDRESS OF PROPERTY TO SELL**

.....  
.....  
.....  
.....

**CORRESPONDENCE ADDRESS**

.....  
.....  
.....  
.....

**MARKETING / ASKING PRICE (not a valuation)**

£ .....

**AGENCY TERMS**

**BRONZE** **£695 +VAT - £834 inc VAT**

**Fixed Fee, Pay up-front, 12 months marketing**

*Includes in house valuation, marketing on major portals, offer negotiation, enhanced photography, floorplans, sales progression.*

We will market your property on a Reasonable Endeavour basis, in which case the fee is non refundable irrespective of whether the property is sold or not.

**SILVER** **£1,195 +VAT - £1,434 inc VAT**

**Fixed Fee, Pay on Completion, 12 months marketing**

*Includes in house valuation, marketing on major portals, offer negotiation, enhanced photography, floorplans, sales progression. And accompanied viewings (subject to location) and premium listing.*

**GOLD** **£1,395 +VAT - £1,674 inc VAT**

**Fixed Fee, Pay on Completion, 12 months marketing.**

*Includes in house valuation, marketing on major portals, offer negotiation, floorplans, sales progression. And accompanied viewings (subject to location) and premium listing. Plus professional photography and virtual tour*

Terms for both Gold and Silver: We will market your property on a Reasonable Endeavour basis. The fee will become liable (i) On Exchange of Contracts for the sale of your property (ii) If we reach the end of month 10 and the property is unsold. (iii) If we find a Ready, Willing and Able purchaser and you withdraw for any reason. (iv) If you withdraw your property from the market, before month 10 and we are not due a fee, ie you dis-instruct us or decline viewings a withdrawal fee of £695 +VAT is payable.

**NO SALE, NO FEE**

**Percentage**

**Sole Agency, No Sale - No Fee, Pay on Completion**

We will act as your Sole Agent for a minimum Exclusive Period of ..... weeks and will continue thereafter unless you give us 28 days written notice after it has elapsed. No other Agent may be appointed, but if one is you will create a dual fee liability.

You will be liable to pay our fee, in addition to any other costs or charges agreed. (i) If at any time contracts for the sale of the property are exchanged with a purchaser introduced to you by us during our agency period, or with whom we have had negotiations about your property. (ii) With a purchaser introduced by any other Agent or person. (iii) If we find a Ready, Willing and Able purchaser and you withdraw for any reason. In the unlikely event that a sale is agreed and then falls through the inactive period will be a Marketing Hiatus. Our Exclusive Period will go on hold and resume when active marketing restarts.

**AGENCY RATE +VAT**

Where fees are shown as a percentage, the examples are calculated using the initial Marketing Price. If the property is sold for a higher or lower figure the fee will vary accordingly.

**Sole Agency** ..... % +VAT of final selling price

Example: Fee £ ..... +VAT of £..... Total £.....

**BOOKED VIEWING EVENTS**

We will host two booked viewing events at times agreed with you

Viewing 1 .....

Viewing 2 .....

**ENERGY PERFORMANCE CERTIFICATE**

In signing this agreement you acknowledge that you are required to provide an up to date EPC for your property. Your options are as follows:

- I have an up to date EPC and will provide a copy
- I will order an EPC within 7 days, provide evidence that an order has been placed and provide a copy of the EPC within 21 days
- I will pay you £ 90 inc VAT to prepare an EPC for me

**ZOOM995 CONVEYANCING**

By ticking this the seller agrees to use **Zoom995 Conveyancing** at the cost of £ ..... +VAT

Subject to disbursements. A formal quotation/instruction confirmation will be emailed to you for you to complete and proceed with **Zoom995 Conveyancing Services**.

**INTERESTED PARTIES**

Have any individuals or parties shown interest in purchasing the property prior to this agreement, privately or through another agent? Please see detailed terms overleaf. Are there any interested parties? ..... Yes / No

**NOTICE OF THE RIGHT TO CANCEL**

If this agreement is concluded in a place which is not the business premises of the Agent you have the right to cancel within 14 days without giving any reason. This right can be exercised by sending us a clear statement, by email, post or durable medium, before the cooling off period has expired. You may use the Cancellation Notice overleaf but it is not obligatory.

- The Agreement is being signed in the Agents premises, the cooling off period does NOT apply and marketing will begin immediately
- The Agreement is being signed away from the Agents premises, the 14 day cooling off period DOES apply. You instruct us to begin marketing immediately on the understanding that withdrawal fees may apply if you cancel the contract
- The Agreement is being signed away from the Agents premises, the 14 day cooling off period DOES apply. You instruct us to wait 14 days to begin marketing. The Exclusive Period will start when marketing begins

**PROPERTY DESCRIPTION**

**SERVICES**

Are the following services connected to the property? Supplier  
 Electricity.....Yes / No .....  
 Gas.....Yes / No .....  
 Water.....Yes / No .....  
 Telephone.....Yes / No .....  
 Drainage.....Yes / No .....  
 Are any of the services disconnected?..... Yes / No  
 If yes give details.....  
 Does the property have Central Heating?..... Yes / No  
 What fuel does it use?.....  
 Are there any defects with the hot or cold water system?..... Yes / No  
 If yes give details.....

**TENURE**

Council Tax Band .....  
 Freehold  / Leasehold , Freeholder .....  
 Length of Lease..... Years Left .....  
 Ground Rent £..... When is it payable? .....  
 Expected to increase?.....Yes / No Increase Amount £ .....  
 Maintenance?.....Yes / No Maintenance £.....  
 For leasehold, commonhold and freehold properties where the owner has a legal obligation to contribute towards the maintenance costs of a shared amenity please provide the details in writing or by email.

**PLANNING MATTERS**

Is the property in a conservation area?..... Yes / No  
 Is the property a listed building?..... Yes / No  
 Are you aware of any planning applications in the locality which if approved would affect the property?..... Yes / No  
 Is the access road made up and adopted?..... Yes / No  
 Is the property affected by rights of way?..... Yes / No  
 Are there any proposals or disputes which affect the property - either with an individual or any public body?..... Yes / No  
 Are there any shared or communal facilities? (eg. Gardens)..... Yes / No  
 Are there any covenants affecting the property?..... Yes / No  
 Are there any tree preservation orders affecting the property?..... Yes / No  
 Has the property been extended?..... Yes / No  
 Was planning permission granted?..... Yes / No  
 Did it comply with building regulations?..... Yes / No  
 Are copies of planning permission available?..... Yes / No  
 What was the date of the extension?.....  
 Is the garage / parking space within your garden boundary?..... Yes / No  
 Have you carried out any alterations to the property?..... Yes / No

**OTHER**

Are there any other material issues with the property that any potential purchaser should be aware of?  
 .....  
 To your knowledge is there anything else that has occurred at the property that would affect the transactional decision of the average buyer?  
 .....  
 .....

**CLIENT IDENTITY**

We are required to prove the identity of clients selling property prior to the commencement of marketing. We may accept emailed or scanned documents from clients who are abroad where the cumulative weight of information presented and the risk levels associated with the transaction are balanced. We may use an online service to check identity, this is not a credit check.

Two forms of identity are required: A document identifying the person(s): A Passport; Resident Permit issued by Home Office; UK Driving Licence\*; State Pension Book; Inland Revenue tax notifications.

An address linking document dated within the last three months: A Utility Bill; Local Authority Rent Book or Tenancy Agreement; Recent Mortgage Statement; Bank or Building Society Statement; UK Driving Licence\*; State Pension Book\*; Council Tax Bill. Documents marked with an\* can be used to confirm name or address but not both.

**1: SELLER**

**2: SELLER**

Identity Document	Identity Document
Date of Birth	Date of Birth
Linking Document	Linking Document

**AUTHORISATION**

This is a legal document. Before signing and accepting the terms of this agreement please take the time to read it carefully, along with the Terms and Conditions overleaf. Where more than one person is responsible for the payment of our fees their liability is joint and several.

**CLIENT AUTHORISATION**

*I am entitled to sell the property and have read, understood and agree to the terms of this agreement. I confirm that to the best of my knowledge the information regarding the property is accurate, and that I have not withheld any materially significant information regarding the property. The information provided may be used at the Agents discretion in connection with the proposed sale of the property, released to any prospective purchaser and I hereby indemnify the Agent accordingly. Should there be any changes I will notify the Agent in writing.*

1: Signed ..... 2: Signed .....  
 Print ..... Print .....  
 Date..... Date.....

**AGENT AUTHORISATION**

I have verified the identity of the Seller(s) by checking the original documentation listed above. Signed on behalf of the Agent

Signed ..... Position.....  
 Print ..... Tel.....  
 Date..... Office.....





# TERMS AND CONDITIONS

## OMBUDSMAN SCHEME

We are members of a property ombudsman scheme and follow their Code of Practice which is available at: [www.tpos.co.uk](http://www.tpos.co.uk)

In the event that you have a complaint please discuss it with us. In the unlikely event that it cannot be resolved the seller has the right of referral to an ombudsman.

## PEP POLITICALLY EXPOSED PERSON

Domestic or foreign PEPs are individuals who are or have been entrusted with prominent public functions, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials. A family member or close associate of any of the above. In signing this agreement you acknowledge that you must inform us if you are such a person.

## CONNECTED PERSONS

The law requires that we declare to prospective purchasers if you are related or connected in business to any member of staff in the Agency or any associated company. In signing this agreement you agree to inform us of any such relationship.

## MARKETING/ASKING PRICE

The Marketing/Asking price does not represent a formal valuation of the property and may change during the term of the agency but this will not affect the agreement itself.

## IMMEDIATE START, WITHDRAWAL CHARGES AND CESSATION

0-14 days from instruction on any agency type. If you have instructed us to commence marketing immediately and then cancel the contract within the first 14 days (if the 'Cooling Off Period' cancellation rules are applicable) you will be liable to a withdrawal fee calculated on the amount of work and the services which we have provided during the period up to the point of cancellation, or a fixed figure, if it is specified overleaf

If a buyer introduced by us during this Cooling Off Period goes on to purchase your property, a full fee is payable as explained under Fee Entitlement and Ongoing Liability

From day 15 of the instruction. You can cancel the contract after any specific Exclusive Period has elapsed, by giving notice, the period of which is noted overleaf.

We may cease marketing without notice if we believe that our service to you is no longer appropriate.

If we have provided chargeable services to you such as, but not limited to; professional floorplans, photography, marketing services, you remain under contract to us until any debt is cleared. If you choose to instruct any other Agent with that debt outstanding you will create a Dual Fee Liability, see below

## FOR SALE SIGN

Planning regulations permit the display of one advertisement, consisting of a single board or two boards joined back to back. You confirm that no other board other than ours will be erected, unless back to back as described. The legal responsibility that only one board is erected lies with both the seller and the Agent. It is important that you are aware that the provision by us of a For Sale board will be an introduction to a purchaser who subsequently exchanges contracts even if you were previously acquainted with that person. We will erect a signboard unless otherwise instructed. Please note the sign will be erected by a subcontractor and in the unlikely event of a claim for damage they are responsible for it.

## ENERGY PERFORMANCE CERTIFICATES

An EPC is required by law when a building is built, sold or put up for rent. It is valid for ten years. The seller and a person acting on behalf of the seller must use all reasonable efforts to ensure that an EPC is obtained within 28 days of marketing beginning. We can arrange an EPC for you or you may wish to pro-

vide your own. In the event that you supply your own we need a copy within 28 days from the start of this contract or we will be obliged to suspend marketing until it is made available to us. This suspension of marketing will count as a Marketing Hiatus and our Exclusive Period will go on hold and resume when active marketing begins.

## PROPERTY DESCRIPTION

Both the seller and Agent have a duty to ensure that any information provided about the property is accurate and not misleading. No information may be omitted which may impact on a prospective buyers transactional decision. You agree to check the sales particulars and notify us of any inaccuracies. You must also confirm any information provided by you is true and be able to supply documentary evidence to substantiate any claims made.

## UNOCCUPIED PROPERTY

We act as sales agents only and under no circumstances do we take responsibility for unoccupied property. Unoccupied property can deteriorate quickly and we strongly advise clients to make arrangements for their property to be checked regularly by a competent person.

## ACCESS TO PREMISES

If we hold a key to the property we will accompany any viewings unless agreed otherwise. If we arrange for someone to view an unoccupied property, we will agree the arrangements with you beforehand. It is our usual practice to release the keys to professionals who require access such as surveyors acting on behalf of purchasers. In order to avoid delaying the sale, once we have established their identity, they will be permitted unaccompanied access. Please advise us immediately if this is NOT acceptable. We will continue to seek the sellers permission to allow unaccompanied visits by any other third parties such as trades people or representatives or any utility companies.

## PUBLIC LIABILITY

It is your responsibility to make sure that your property is safe for our staff and visitors and that they will not come to harm. You must inform us of any hazards, for example, but not limited to; loose carpets, uneven stairs, loose or missing handrails. It is an express condition of this contract that you fully indemnify us against any claim made by any visitor for any injury sustained on your property.

## COPYRIGHT

We retain the copyright to all advertising material used to market the property and reserve the right to use it for marketing initiatives.

## FINAL SELLING PRICE

The Final Sale Price includes the price the property is sold for, the value of the fixtures and fittings and any other fees or incentives, before discounts, agreed between the buyer and seller.

## SUB-AGENT

We reserve the right to use national and international sub Agents to assist in marketing.

## OTHER SERVICES

We reserve the right to offer a range of other services to sellers and prospective purchasers from which we may derive commissions or fees. Where required by law we will declare these fees in writing.

## DISCRIMINATION

We will not discriminate, or threaten to discriminate against anyone for any reason.

## DEFINITION OF INTRODUCTION

For the purpose of this specific Agreement, 'Introduction' means that we the Agent introduce a potential purchaser to you the Seller, both natural persons. We the Agent will be advertising and promoting the property through publicly available media, and signboard, at our expense and risk. Even if we the Agents and our representatives are not physically present, and you and your property are identified by such published information, or signboard, it is agreed that an 'Introduction' has been made by us. For the avoidance of doubt 'Introduction' does not mean that we

will introduce the purchaser to the sale, but that we will introduce them to you and your property.

## FEE ENTITLEMENT

The commission fee will be earned by us if we 'Introduce', see our definition above, directly or indirectly a person, to you, the seller, who goes on to contract to purchase the property during the period of the contract 1: For the avoidance of doubt, and to clarify the meaning of Sole Agency, we will have an entitlement to a fee if: the property is sold to a family member, neighbour, friend, acquaintance, colleague or property developer, including part exchange IF the 'Introduction' is effected by our promotion of the property even if we are not physically present 2: If our service is used as a Price Discovery method for the transfer of ownership between separating couples and one transfers ownership to the other 3: If the seller withdraws for any reason after contracts are exchanged.

## ONGOING FEE LIABILITY

If you or we discontinue this Agreement for any reason, you may have an ongoing fee liability to us. If your property is sold to a buyer first introduced to you by us, because the original essence of the contract has been fulfilled - which is to find you a buyer - the following applies: 1: If the property is sold to a buyer who is re-introduced via any other Agent within six months, after discontinuance, a full fee is payable. If the introduction is more than six months after no fee is payable. 2: If your property is sold privately to a buyer first introduced to you by us within two years of discontinuance, a full fee is payable.

## INTERESTED PARTIES

If any individuals or parties have shown interest in purchasing the property prior to this agreement, privately or through another agent we will be entitled to our fees if we 'introduce' the buyers either directly or indirectly, eg after seeing a for sale board or identifying the property from published information on the internet. To avoid future disputes, it is therefore important that you tell us now. Even if you declare an 'interested party' it may be that the party has since lost interest. If we are able to revive that interest, we will be entitled to commission.

## PAYMENT

Our fee, and any additional costs agreed, becomes liable when a buyer is found and Contracts are Exchanged. Our fees are due on Completion or four weeks after Exchange of Contracts whichever is sooner. We may, at our exclusive discretion, extend this. In signing this agreement you instruct the Solicitor or Conveyancer to discharge our fees without deductions. Should your account not be paid within seven days of Completion, any discount will become void. Additionally, if we have provided chargeable services to you such as but not limited to; floorplans, photography, marketing services, you remain under contract to us until any debt is cleared. If you choose to instruct any other Agent with that debt outstanding you will create a Dual Fee Liability, see below

## DUAL FEE WARNING

If you have instructed any other Agent to sell your property on a sole agency/sole selling rights basis, you may be liable to pay their fee as well as ours. Please note that if a multiple agency arises you may be liable to pay a higher fee and another fee.

## CANCELLATION NOTICE

Only complete, detach and return this section of the form if you wish to cancel the contract within the 14 day Cooling Off Period, if it is applicable. This is not a dis-instruction form.

*I/We hereby give notice that I/We wish to cancel my/our contract*

Sellers .....  
Address.....  
Signed.....  
Print.....  
Date.....