



REGENT ESTATES

ESTATE & LETTING AGENTS

TERMS & CONDITIONS OF BUSINESS THE SCHEDULE

The Property : _____

The Vendor : _____
Of : _____

The Price (£) : _____

Agency Period : _____ Weeks from the date hereof

Commission Rate : _____ % + V.A.T

Sole/Multi/Joint

Signed by the Vendor signifying the acceptance of the conditions of this agreement
As set out overleaf incorporating the schedule above.

Signed by the Agent

Signed by the vendor (all to sign if more than one)

DATED THIS _____ DAY OF _____ 2009

THESE TERMS & CONDITIONS ARE DEEMED ACCEPTABLE UNLESS WE ARE INFORMED TO THE CONTRARY IN WRITING WITHIN 7 DAYS. THIS IS A LEGAL DOCUMENT PLEASE READ CAREFULLY AS YOU ARE BOUND BY ITS CONTENTS.

REGENT ESTATES, TERMS & CONDITIONS OF BUSINESS
CONDITIONS

1. In this agreement, the following terms shall have the following respective meaning attributed to them:-
 - “The Schedule” shall mean that schedule printed overleaf as part of this contract.
 - “The Agent” shall mean Regent Estates (South East) Limited whose registered office is at Chase Bureau, 1 Royal Terrace, South end on Sea, Essex, SS1 1EA and its successors assigns or nominees.
 - “The Vendor” shall mean that individual or individuals specified in the Schedule as “The Vendor” and his, her or their successors assigns or nominees and in the case of multiple Vendors each and every obligation herein shall be deemed to be joint and several
 - “The Property” shall mean that Property specified in the Schedule as “The Property” and each and every part thereof
 - “The Price” shall mean that sum specified in the Schedule as “The Price”.
 - “The Agency Period” shall mean that period specified in the Schedule as “The Agency Rate”.
 - “The Commission Rate” shall mean that sum specified in the Schedule as “The Commission Rate”
 - “Property Information” shall consist of all information given by the Vendor to the Agent or the Vendor’s Solicitor regarding the property, whether orally or in writing. Including the replies to the Sellers Property Information Form, Sellers Leasehold Information Form, or Fixtures and Fitting Form and whether before or after the date hereof.
2. In consideration of the introduction by the Agent to the vendor of a purchaser for the property at the Price or any other price acceptable to the Vendor the Vendor will pay the Agent Commission (“the Commission”) at the Commission Rate upon the Price (plus VAT if applicable) provided such purchaser is ready willing and able to exchange a contract for the purchase of the property (whether conditionally or otherwise) or actually proceeds to exchange contracts for the purchase of the property (whether conditionally or otherwise). The Vendor will remain liable for payment of such Commission even if the Vendor withdraws from the sale Property provided that the purchaser was ready willing and able to exchange a contract for the purchaser of the property (whether conditionally or otherwise). Commission is payable even if the purchaser was not introduced by the Agent but was introduced by another agent or person or the Vendor personally.
3. Accounts unpaid after 7 days from the due date shall carry interest at 5% per annum above the base rate for Barclays Bank Plc from time to time calculated upon a daily basis.
4. For the purposes of condition 2 above a purchaser shall be treated as having been introduced by the Agent if actually introduced to the Vendor by the Agent within the Agency Period notwithstanding that the purchaser may proceed to exchange of contracts after the Agency Period.
5. In the event of the Vendor accepting a property in part-exchange the Commission shall be based upon the Price for the higher priced property.
6. The Vendor shall during the Agency Period allow the Agent to erect a “For Sale” board at the Property and permit prospective purchasers to view the property upon reasonable notice by appointment.
7. The Agent reserves the right to provide financial services to prospective purchasers for the property upon insurance or mortgage related matters, and, should a prospective purchaser have a property to sell, to offer to assist them in the sale of that property.
8. The Vendors hereby irrevocably instruct their solicitors to pay the Commission out of the net sale proceeds from the Property upon completion of the sale thereof. Entitlement to payment of Commission arises upon exchange of contracts or, in the event of the vendor withdrawing from the sale, at the time of such withdrawal provided the purchaser introduced by the agent was ready willing and able to exchange a contract for the purchase of the Property (whereby conditionally or otherwise).
9. For the purposes of the Property Misdescriptions Act 1991 the Vendor hereby warrants the accuracy of the Property Information and hereby indemnifies the Agent from and against any costs claims or proceedings in respect of any inaccuracy therein.
10. Notices required to cease this contract apply to both fixed and open-ended contracts. 7 days written notice will be required at the end of a fixed term contract. An open-ended contract also requires a 7 days written notice anytime throughout this period.

11. In the event that a Vendor is unable to pay for the H.I.P.S pack, Regent estates can offer this service, on the understanding that should the Vendor not sell or change his/her mind, or that they may express an interest to market the property through an alternative Estate agent, then they would be liable to reimburse Regent estates for the cost of the H.I.P.S pack. Failure to do so will result in legal action being taken against the Vendor/s.