



Your
Next
Step
Is
Waiting

JB

JENNINGS & BARRETT
Est. 1910



Residential Sales Terms & Conditions

Here's what you need to know about appointing J&B as your chosen agent in relation to the sale of your property.

Introduction

You have chosen to appoint Jennings & Barrett Ltd trading as Jennings & Barrett (hereinafter called “J&B”) as your agents in connection with the sale of your property. Therefore we would ask you to read and understand our Terms and Conditions below, which form part of the contract between you and us and which will be binding on us both.

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1. Definitions

1.1 "J & B" or "Agent" or "We" or "Us" means Jennings & Barrett.

1.2 "Client", "The Vendor" "You" or "Your " means all those persons who own the property, who shall be liable jointly and severally to pay the fees.

1.3 "Property" means the property the address of which is shown in the Confirmation of Acceptance of the terms and conditions

1.4 "Buyer" means any person, entity, organisation or association introduced by Jennings and Barrett or with whom We had discussions regarding the property during the period We are instructed to act on Your behalf; or any private person or entity introduced direct by You or any third party or with whom discussions were held during the period We were instructed to act on Your behalf; or any person or entity introduced by another agent during the period We were instructed to act on Your behalf.

1.5 This document and the conditions set out constitute the contract between the Vendor and J&B. Any additional terms will be incorporated within a separate letter addressed to the Vendor or the Vendor's agents.

2. Fees

2.1 Commission is payable to J&B on the total sale price of the property, which shall be deemed to include any additional sum agreed for carpets, curtains, fixtures and fittings.

2.2 The Vendor becomes liable to pay commission to J&B on the occurrence of any of the events set out in Clauses 5.2, 6.1, 6.2, 7.2 and 8.2 and payment becomes due on the date of completion of the sale of the property. For the

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avoidance of doubt if any contracts are exchanged which are conditional and any conditions are not fulfilled such that completion of the property does not take place, then no commission is due to J&B.

2.3 J&B reserves the right to charge interest on overdue commission (both before and after judgment) at the rate of 3% above the National Westminster Bank base rate as varied from time to time.

2.4 Our commission has been agreed on as a sole/joint/multi-agency commission of:

% of the eventual sale price plus VAT at the prevailing rate.

3. Energy Performance Certificate

3.1 Government legislation requires sellers to commission an EPC prior to marketing. J&B offer various options, the details and costs of which will be discussed and agreed in advance and then confirmed in writing at the point of instruction.

4. Marketing Expenses

4.1 Responsibility for marketing costs where applicable (e.g. special advertising brochures, professional photography, national advertising etc.) and other expenses will always be pre-agreed with the Vendor with an estimate of costs given and confirmed in writing. Where it is agreed that the Vendor will pay for these additional costs and expenses they will be payable in advance of any such orders being placed.

Agency Agreement Types

5. Sole Agency

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5.1 This means that the Vendor appoints J&B as the only agent for the sale of the property.

5.2 The Vendor shall pay to J&B the sole agency commission (being the sole agency percentage specified in J&B's Agency Agreement, of the total sale price of the property, or such other percentage or sum as may be agreed and confirmed in writing by J&B) if contracts for the sale of the property are exchanged (whether during the period of the sole agency agreement or at any time thereafter) with a buyer who was first introduced to the purchase, during the period of the sole agency by J&B or if they were introduced by another agency within six months of the date instruction ended. If no other agent is involved in introducing that buyer to the purchase, this six months time limit extends to two years.

6. Multiple Agency (Multi-Agency)

6.1 This means that the Vendor is free to enter into separate agreements for the sale of the property with more than one agent.

6.2 The Vendor shall pay to J&B the multiple agency commission (being the multiple agency percentage specified in J&B's Agency Agreement of the total sale price of the property, or such other percentage or sum as may be agreed and confirmed in writing by J&B) if contracts for the sale of the property are exchanged (whether during the period of the multiple agency agreement or at any time thereafter) with a buyer first introduced to the purchase by J&B.

7. Joint Sole Agency

7.1 This means that the Vendor appoints J&B and one other named joint sole agent to act in conjunction with one another for the sale of the property.

7.2 The Vendor shall pay to J&B the joint sole agency commission (being the joint sole agency percentage specified in J&B's Agency Agreement of the total sale price of the property, or such other percentage or sum as may be agreed and confirmed in writing by J&B) if contracts for the sale of the property are exchanged (whether during the

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period of the joint sole agency agreement or at any time thereafter) with a buyer first introduced to the purchase by J&B, the named joint sole agent or any other agent during the period of the joint sole agency.

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8. Term & Termination

8.1 In circumstances where J&B have agreed with the Vendor a specified term for the duration of the agreement between them, which is set out in J&B's Agency Agreement, or has been confirmed by J&B in writing, that agreement will continue at the end of the agreed period until/unless canceled by either party in writing.

8.2 If there is no such term agreed in accordance with Clause 8.1 above, either party may terminate the agreement on giving not less than 14 days written notice to the other. We will still be entitled to any commission and expenses due under the terms of this agreement, regardless of when the agreement is terminated.

9. Dual Fee Liability

There may be a dual fee liability if:

9.1 Another agent had previously been instructed to sell the same property on a sole agency, joint sole agency, or sole selling rights basis; or

9.2 Another agent is instructed during or after the period of an agreed sole agency, joint sole agency or sole selling rights basis with J&B.

10. Liability where Vendor withdraws from sale

Where J&B introduce a ready and willing Buyer and a sale is agreed, J&B reserve the right to charge for reasonable costs incurred with marketing the property if the sale does not proceed to completion due to a change in circumstances with the vendor or the vendor choosing to withdraw the property from sale. The vendor or, where applicable, the Estate of the Vendor, shall pay these charges within 30 days of receipt of our invoice.

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11. Sales Particulars

On receipt of instructions from the Vendor, J&B will prepare sales particulars of the property which will be forwarded to the Vendor for checking and signing off. The Vendor is required to ensure that these particulars are accurate and in no way misleading.

12. For Sale Board

With the consent of the Vendor, J&B will erect a 'For Sale' board outside the property. It may be an offence for more than one agent's board to be displayed and the Vendor agrees that no other board is erected. The vendor must inform us in writing if current by-laws or any restrictions placed on the property forbid the erection of a board. J&B cannot be held liable for any breach of covenants or legislation if We are not informed of any restrictions.

13. Disclosure

By signing this agreement You consent to disclose the identity of the purchaser to J&B prior to exchange of contracts should an offer for Your property be agreed privately or through another estate agent.

14. Keys

J&B maintains a secure key tag system that ensures that third parties cannot identify which property a key belongs to. Therefore, in the unlikely event that keys are lost or cannot be accounted for, our liability is limited to the cost of cutting new keys.

15. Data Protection

By signing this agreement, You consent to the lawful processing of personal data by J&B for the purposes of providing the services under this agreement. We comply with the Data Protection Act 1998 and take all reasonable steps to prevent unauthorised access to personal data. The information held by Us is confidential and will only be used for the following reasons:

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- To disclose details of Your property in marketing literature if We successfully arrange the sale of Your property.
- To comply with statute.
- To comply with a request from a government or law enforcement agency.
- To refer Your details to a debt collection agency or legal adviser if our commission, expenses and other agreed costs are unpaid 14 days after legal completion.
- To provide personal details to utility suppliers and the local authority upon completion.
- To provide personal details to utility suppliers and the local authority upon completion unless requested not to do so in writing.

If You do not wish Your information or Your property details to be used in our advertising literature after completion of a sale You must write to Us and let us know.

16. Complaints Procedure

Should You have any problems with the serviced You receive from Us which You are unable to resolve with the Branch manager, You should write to:

Richard Bould, Director at 104 Station Road, Sidcup, DA15 7DE.

The complaint will be acknowledged within 5 working days of receipt and an investigation undertaken. A formal written outcome will be sent to You within 15 working days.

Following the Directors investigation, a written statement expressing the final view of J&B will be sent to You. This will include details of any offer made. This letter will also confirm that You are entitled, if dissatisfied, to refer the matter to a property redress scheme.

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17. Property Redress Scheme

J&B is a member of The Property Redress Scheme and abides by its Code of Practice. We will cooperate with and accept any decision of The Property Redress Scheme in any investigation.

By signing this agreement You give Us consent to provide any information regarding the sale of Your property and how You can be contacted if the Property Redress Scheme asks Us to do so. Full details of The Property Redress Scheme service are available upon request.

18. Discrimination

J&B does not discriminate against any person on account of any protected characteristic that You may have. We will dis-instruct ourselves from acting for You with immediate effect if You discriminate or ask J&B to discriminate for any reason.

19. Direct Approaches & Personal Safety

Where You are residing in the property for sale, We will always inform You of an appointment for any prospective Buyer to view Your property.

If, at any time, You are approached by any person, who has been introduced by Us to Your property directly or indirectly as a result of our promotion of it, You should inform Us immediately and not allow access at any time to that person unless we have contacted You and arranged a mutually convenient appointment.

If not, We will endeavour to check that person is genuine and arrange for an appointment if a viewing is required by that person.

Promotion includes advertising, Our agency board, our brochures and websites and spoken or written advice and

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information given to any person. Within our sole agency period if a Buyer is introduced by a vendor directly and this transaction leads to a successful exchange of contracts, our full sole agency commission will be payable.

20. Money Laundering

The Money Laundering regulations 2007 require Us to obtain proof of identity and residence in the form of a passport /driving licence and a utility bill addressed to You at Your current address in the last 3 months prior to marketing the property on Your behalf.

You may either send Us original documents which will be copied and returned to You or copies of the documents which have been certified by a solicitor as genuine.

Current legislation may also require Us to make a disclosure of information about You to the relevant government authorities or agencies if certain circumstances arise. We cannot advise You of any request made or inform You of this disclosure.

21. Acts of Third Parties

We are not responsible or liable for the acts, omissions or failures of third parties unless it is due to the negligence or breach of contract or omissions of J&B or its employees.

22. Notice of Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the date You sign this agreement.

To cancel the agreement You must inform Us of Your decision to cancel by post or email.

If You cancel this contract within this 14 day period, We will reimburse to You all payments received from You.

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We will make the reimbursement not later than 14 days after the day on which We are informed that You wish to cancel this contract

We cannot begin providing You with the service under these terms unless You have requested, in writing, that we begin the service prior to the 14 day period during which You may cancel.

Cancelling the contract after the 14 day period may result in Us having to make charges as outlined in paragraph 2 above.

23. Ownership and Authority

By signing this agreement You confirm that You are the sole or joint owner of the property and You confirm that You are authorised by any co owner to instruct Us to sell the property and to give Us instructions in order to progress a sale.

By signing this contract the signatories confirm that if this agreement is not signed by all owners or trustees, etc of the property to be sold such persons will take liability for any breach of this condition and reimburse J&B for any losses suffered due to such a breach.

END OF TERMS.



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PROPERTY & ESTATE SALES