

Alexander & our terms and conditions for sellers



ALEXANDER & CO

Sole Agency 1.5% inc VAT (1.25% plus VAT)

Alexander & Co is your sole agent and you agree that you will not instruct any other agent to sell the property before the termination of this agreement or without first obtaining our express prior written consent. If we give that consent, the arrangement between you and us, under this agreement will, from that point onwards, become a multiple agency agreement.

Our charges are subject to a minimum fee of £3,180 inc VAT (£2,650 plus VAT). This minimum fee will be applicable where the property being marketed is below £212,000 in value.

You will be liable to pay remuneration to us at the above rate, in addition to any other costs or charges agreed, if unconditional contracts for the sale of the property are exchanged during the period of this agreement. If unconditional contracts for the sale of the property are exchanged within 6 months from the termination of this agreement with a purchaser introduced to the property by us during the period of this sole agency agreement or with whom we had negotiations about the property during that period or with a purchaser introduced by another agent during that period.

On termination of a sole agency agreement this agreement will automatically revert to a multiple agency agreement. If at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us a multiple fee of 3% inc VAT (2.5% plus VAT) will apply.

Joint Agency 2.1% inc VAT (1.75% plus VAT)

This means that you instruct us and one other named Agent to market your property for sale.

The chosen joint agent is:

You will be liable to pay remuneration to us at the above rate, in addition to any other costs or charges agreed, if unconditional contracts for the sale of the property are exchanged during the period of this agreement. If unconditional contracts for the sale of the property are exchanged within 6 months from the termination of this agreement with a purchaser introduced to the property during the period of this sole agency agreement or with whom we had negotiations about the property during that period or with a purchaser introduced by us.

On termination of a joint agency agreement this agreement will automatically revert to a multiple agency agreement. If at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us a multiple fee of 3% inc VAT (2.5% plus VAT) will apply.

Multiple Agency 3% inc VAT (2.5% plus VAT)

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

You will be liable to pay remuneration to us at the above rate, in addition to any other costs or charges agreed, if unconditional contracts for the sale of the property are exchanged during the period of this agreement with a purchaser introduced by us:

Meaning of introduction in each type of agency, a purchaser will be "introduced by us" if their purchase is

a reaction to any of our advertisements, displays, sales particulars, for sale board, or has communicated with us about any aspect of the property and its marketing.

If unconditional contracts for the sale of the property are exchanged within 6 months from the termination of this agreement, with a purchaser introduced to the property during the period of this multiple agency agreement or with whom we had negotiations about the property during that period, you will also be liable to pay remuneration at the above rate.

Performance Overage Commission

In any instance where negotiations achieve a figure over the Guide Price listed on page 3 we will be entitled to an overidge commission of ten pence (10p) in every pound (£1.00) achieved i.e. for every £100 negotiated we would get £12 inc VAT (£10 plus VAT) at the prevailing rate.

General Information

Energy Performance Certificate (EPC)

In accordance with the Housing Act 2004 it is required that an EPC is completed by an approved Domestic Energy Inspector, before the marketing of a building can commence. An estate agent has to satisfy themselves that an EPC is either available or has been commissioned before they start marketing on behalf of the seller. If you already have an EPC this needs to be made available to us, if not we will be happy to take your instruction to commission the EPC.

The cost for us to provide an EPC is £90 inc VAT (£75 plus VAT). By signing this agreement the client authorises us to request an EPC on their behalf in accordance with the Housing Act 2004.

Single Board

A for sale board will be erected unless otherwise advised to assist in the sale of the property. Any such board will comply with the Town and Country Planning (Control of Advertisements) Regulations 1992 as amended.

Fixtures and fittings

To comply with the requirements of the Unfair Trading Regulations 2008, all fixtures and fittings that are mentioned in the sales particulars will be deemed to be included in the sale unless otherwise specified in writing.

Settlement of fees

Commission fees are payable as a result of the circumstances outlined in this agreement and payment becomes due upon unconditional exchange of contracts. Fees are payable on the day of completion or within 60 days of unconditional exchange of contracts, whichever is the sooner.

The responsibility for payment remains with you and you agree to instruct and authorise your legal representative to pay the account as above. In the event that we are instructed by more than one person, any entities or individuals shall be jointly and severally liable for the payment of commission and expenses unless it is agreed in writing by us that a third party is responsible. In the event of any account remaining unpaid for more than

10 days from the date on which settlement becomes due, we reserve the right to charge daily interest on the outstanding balance at an annual interest rate of 8% above the prevailing Bank of England base rate.

Additional services

In addition to the sale of your property, we offer a wide range of property related services, including but not limited to; lettings, financial services, survey services, and conveyancing. which will be offered to you and/or to your prospective buyers and from which we may receive fee income and commission. We will offer such services and if accepted will result in payments to us.

Estate Agents Act - Personal Interest

The Estate Agents Act 1979 provides amongst other matters that anyone engaged in estate agency work or their relatives and associates must disclose their interest in any property with which they are dealing. A connected person is very widely defined so please ask if you are unsure.

Are you an estate agent; are you related to an estate agent; or an associate of an estate agent?

Yes No

If yes, please provide details:

Data Protection Act 1998

We will keep your personal details on file and pass them to other companies connected with us and carefully selected third parties who may wish to offer you financial or other property related services. Please confirm you are happy for us to share your personal data in this way.

Yes No

Money Laundering

In order to comply with the Money Laundering Regulations 2007 we will complete an online ID check. Alternatively, if you would prefer to do this manually we require you to provide us with one proof of identity and one proof of residence for all beneficial owners of the property which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of online bank statements or utility bills.

List A:

Full passport
National identity card
Full driving licence
Cheque (please mark this as "void")
Photo driving licence

List B:

Council tax bill
Utility bill
Mortgage statement*
Bank statement*
Credit or charge card statement*
*Each dated within the last three months

Access to premises/unoccupied premises

If we hold the keys to the property, we must accompany any viewings to the property, unless we and you agree otherwise in writing. However it is our usual practice to release keys to certain professionals such as surveyors acting on behalf of purchasers. In order to avoid delays once we have established their identity, they are permitted to inspect the property unaccompanied. Please advise if this is not acceptable to you.

Please note if the premises are unoccupied we will not be responsible for the security, maintenance or repair of the property except where we fail to secure the property in the same manner it was found after an accompanied viewing. It is the seller's responsibility to ensure that mains services are turned off, water and heating systems professionally drained and the insurers notified.

Complaints procedure

As a firm accredited by the Royal Society of Chartered Surveyors, the National Association of Estate Agents, the Association of Residential Letting Agents and the Property Ombudsman, Alexander & Co Property Services Limited (referred to as "Alexander & Co") aims to provide the highest standards of service to all vendors, purchasers, landlords and tenants, but to ensure your interests are safeguarded, we offer the following:

If you believe you have a grievance, please write in the first instance to the Branch Manager of the branch you deal with:

Aylesbury - 8 Buckingham Street, Aylesbury, Buckinghamshire, HP20 2LD

Bicester - Pevensey House, 27 Sheep Street, Bicester, Oxfordshire, OX26 6JF

Dunstable - 48 High Street South, Dunstable, Bedfordshire, LU6 3HD

Harrow - 320 Rayners Lane, Pinner, Middlesex, HA5 5ED

Wing - 4 Aylesbury Road, Wing, Bedfordshire, LU7 0PB

The grievance will be acknowledged within 3 working days and investigated thoroughly in accordance with established "in-house" procedures. A formal written outcome of the complaint will be sent to you within 14 working days. If we require longer than this timescale we will advise you in writing and confirm our revised response date.

If you remain dissatisfied with the result of the internal investigation, please contact our Commercial Director, Paul Broomham at Pevensey House, 27 Sheep Street, Bicester, Oxfordshire, OX26 6JF or clientcare@alexanderandco.co.uk, who will review the complaint:

Following the conclusion of our in-house review we will write to you with a final written statement within a further 14 working days.

If you are dissatisfied with the conclusion of the in-house review of the complaint, you can refer the matter to:

The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP, as an individual consumer (they can also be contacted on 01722 333306 or at www.tpos.co.uk); or

The RICS Dispute Resolution Service (DRS), Surveyor Court, Westwood Way, Coventry CV4 8JE as a commercial client.

These referrals should be made within 12 months of the date of our final written statement.

General Data Protection Regulations

The vendor agrees that any personal data provided to them by the Agent, are safely stored and not passed onto any third party without the explicit consent of the individual to whom that data belongs and where that personal data is no longer required, that such personal data is disposed of securely. The vendor further agrees, that they will fully cooperate with the Agent in the event a Subject Data Access Request is received, and to compensate the Agent for any liability incurred through a failure of the vendor to adhere with the General Data Protection Regulations.

Privacy Notice

Data Controller

Alexander & Co Property Services Limited t/a Alexander & Co of Pevensey House, 27 Sheep Street, Bicester, Oxfordshire, OX26 6JF.

dataprotection@alexanderandco.co.uk

ICO Registration Number: Z2369526

Your Personal Data

We will hold and process your personal data for contractual and/or legitimate reasons. Therefore, your personal data will be shared with third parties to include but not limited to software providers, solicitors (if consent received), independent financial advisors (if consent received) to ensure the efficient management of your sale. We will also hold and process your personal data for any lawful reason required such as a law enforcement or a HMRC request. We will not share your personal data with any other third party not connected with the sale of your property without your explicit consent.

Right to Deletion

You have the right to request that all your personal data we hold is deleted. Such a request can be sent to the above address or email, where we will confirm deletion or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

Right to Rectification

You have the right to request that we amend any personal data we hold for you if you believe it is incorrect. Such a request can be sent to the above address or email, where we will confirm rectification or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

Subject Data Access Request

You have the right to request at any time, confirmation of the actual personal data we hold for you, and how this has been processed. Such a request can be sent to the above address or email which will be actioned within 7 working days of receipt.

Complaint

In the first instance, if you have any complaint about how we hold or process your personal data, then please contact us at the above address. If you are still dissatisfied with our response, then you have the right to contact the Information Commissioners Office (ICO) at the following website <https://ico.org.uk/> quoting our ICO registration number which can be found above.

Agency agreement and terms and conditions

This agreement in accordance with the Estate Agents Act 1979 sets out the terms and conditions under which Alexander & Co, 'the Agent' will act for you, 'the Client' in the sale of your property. This is a legal document so please take the time to read it carefully and ask any questions relating to it before signing. It should be signed by both you as seller of the property (or a person with legal authority to act on your behalf) and by a member of our management staff.

Confirmation of Instruction

This document is your Instruction to Alexander & Co to offer your property for sale on the open market. Do not ask us to market your property for sale unless you agree to our terms and conditions in full and any verbal instruction will assume your acceptance of these terms.

Property for sale:	
Vendor 1 name:	Vendor 2 name:
Address:	Address:
Postcode:	Postcode:
Email:	Email:
Mobile:	Mobile:
Home:	Home:
Work:	Work:

This agreement is for a minimum fixed term period of 16 weeks, beginning on and ending on or after a period of 16 weeks.

The property will be marketed at an initial price of £.....
(The asking price is not a valuation but a figure for marketing purposes only).

Based on achieving the asking price of our fee equates to inc VAT
(..... plus VAT). Should the selling price be higher or lower than the asking price, our commission fee will increase or decrease accordingly.

Our charges are subject to a minimum fee of £3,180 inc VAT (£2,650 plus VAT). This minimum fee will be applicable where the property is being marketed for a price below £212,000.

In order to facilitate an immediate sale it is advisable to instruct a legal representative now in order that all the appropriate documentation can be prepared and ready to send out immediately once a sale is agreed, to avoid any unnecessary delays.

Would you like to request a quotation from our no sale no fee solicitors with whom we have an established relationship?

Yes No

Would you like to request information from our Independent financial advisors?

Yes No

Confirmation of agreement

Subject to the conditions of this contract, this agency agreement shall continue for the MINIMUM PERIOD set out on page 3 and will continue thereafter until one party gives to the other not less than 28 days notice, in writing, terminating the agency agreement.

Exclusions/Interested Parties

If you have previously instructed another Estate Agent for the sale of your property you may still be liable to pay remuneration to them if a sale is made to a person introduced to you by them. In that event if there are any persons you wish to exclude from this agreement to avoid dual liability, please let us have a note of their name/s and address/es by entering them into the box below.

Names of exclusions or interested parties:

NB: There may be a dual fee liability if you instruct another agent during the period of Sole Agency with us.

Signed:	Signed:
Print:	Print:
Date:	Date:

On behalf of Alexander & Co.

Signed:
Print:
Date:

Notice of cancellation

If this agency agreement is completed in your home, under the Cancellation of Contracts Made in Consumers Home or Place of Work Regulations 2008, you have the right to cancel the agency agreement referred to above if you wish. This right can be exercised by delivering or sending (by recorded post or email) a written cancellation notice to the person indicated below at any time within the period of 14 days starting with the date of receipt of this notice

If you wish to cancel the agency agreement you should post or deliver your written cancellation to the person named below.

Name:

If you choose to cancel this agreement, your cancellation will be effective from the time your cancellation notice is posted (if proof of postage can be provided) or in the case of email, on the day it is sent.

Performance of the contract period to expiry of the cancellation period

The services set out in the agency period will not commence until the day following the last day of the cancellation period. If you wish the services to begin within the cancellation period, you must agree to this in writing. Your right to cancel the agency agreement within the cancellation period will not be affected. However if you chose to cancel the agency agreement you will incur an additional administration charge of £540 including VAT (£450 + VAT).

If you wish the services to begin prior to the cancellation period, sign the confirmation below.

I/We understand that if I/we subsequently exercise the right to terminate the Agency Agreement within the cancellation period I/we will be required to pay for goods and services supplied prior to cancellation.

Signed:	Signed:
Print:	Print:
Date:	Date:

If you wish to cancel the agency agreement you must do so in writing and deliver personally or send by registered mail (you may send by email) the cancellation to the person named below and to the address below. You may use this form if you wish but you do not have to.

Name of staff:
Email address:
Address of branch:
Address of seller:
Signed seller:
Print:
Date:

Alexander & Co is a trading name of Alexander & Co Property Services Limited.
Registered Office: Pevensey House, 27 Sheep Street, Bicester, Oxfordshire, OX26 6JF.
Company Registration 7205934