

# New Homes agency agreement

This is NOT a consumer contract as it is made on a business to business basis.



# instruction form



Company name

Company number

Company address

Key contact name

Office tel

Mobile

Email

## Instruction

No. of units or identification of land,  
properties, plots or units

Date of Agency

Sole Selling Rights Agency

- Sole selling rights
- Joint sole selling rights  
(delete where not applicable)

state other agent's name and state proportion  
if JSSRA

Site/Development address

## term

The Term will commence as at the Date of Agency and will only be terminable in accordance with clause 4 in the Standard Terms & Conditions and your notice to terminate shall be in accordance with that set-out in the box immediately below.

## notice to terminate (by you)

You shall not give notice to terminate until the following event(s) has occurred.

Event

Notice to terminate shall be not less than  months from the relevant event.

## marketing

What we have agreed is in accordance with Connells Group's proposal dated  and as attached hereto.

## fees

The Commission fee under this agreement will be as noted below and will be either;

a **fixed fee of £**  **plus VAT**

OR

a **Percentage Fee of**  **% plus VAT**

of the gross sale price achieved on each and every unit not reserved as at the Date of Agency.

Additional fee arrangements

For provisions relating to damages, see the Standard Terms & Conditions.

### ***disclosure requirements***

Under Section 21 of the Estate Agents Act 1979 we are required to disclose to prospective buyers any family relationships or business associations between you and any of our employees or employees of a subsidiary or any other business within the Connells Group. Any such relationship must be disclosed here.

Please tick	<input type="checkbox"/>	Name of related employee	<input type="text"/>	Please state relationship	<input type="text"/>
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### ***sole selling rights agency agreement - declarations***

1. I/We agree that  will be liable to pay our Fee under this Agreement.
2. I/We by the signature below accept the terms contained in this Agreement and acknowledge receipt of a copy of the Agreement including its incorporated Standard Terms & Conditions.
3. I/We consent to you releasing the file to the Property Ombudsman for all purposes connected to the Property Ombudsman monitoring compliance and performance where this applies.
4. If this Agreement is not signed by all the owners, equity holders or trustees etc. then I/we confirm by the signatures below that I am/we are authorised to sign this Agreement on behalf of all such persons.

**THIS DOCUMENT FORMS A CONTRACT BETWEEN US, SO PLEASE READ IT CAREFULLY BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PART OF THESE DOCUMENTS YOU SHOULD DISCUSS IT WITH OUR REPRESENTATIVE BEFORE SIGNING. PLEASE SEE ATTACHED STANDARD TERMS & CONDITIONS FOR THE TERMS OF THIS AGREEMENT.**

Signed Client 1	<input type="text"/>	Name (please print)	<input type="text"/>
Position	<input type="text"/>	Date	<input type="text"/>
Signed Client 2	<input type="text"/>	Name (please print)	<input type="text"/>
Position	<input type="text"/>	Date	<input type="text"/>
Signed Sequence	<input type="text"/>	Name (please print)	<input type="text"/>
Position	<input type="text"/>	Date	<input type="text"/>

Please return these contract papers to:

#### **New Homes Sales**

Office address
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### ***EPC requirement***

A full Energy Performance Certificate compliant with current EPC regulations is required for all build complete properties. Please confirm;

- ☐ I have provided the EPC (if build complete)
- ☐ I currently only have a SAP Rating/Predictive Energy Assessment as not yet build complete and will forward on to you the full EPC when available for the build complete property

# standard terms and conditions

These Standard Terms & Conditions and the Instruction Form together or independently constitute(s) the appointment ("Appointment") and agreement ("Agreement"). In the Agreement, "You" and "Your" (as the case may be) means the client and "We", "Our" or "Us" (as the case may be) means Sequence (UK) Ltd. The development/site, land, property or units referred to on the Instruction Form is the subject of this Appointment or Agreement including the individual properties or units and references to the land, property or units shall apply accordingly. The duration of this Appointment or Agreement ("Term") shall commence from the date of our Appointment which is the Date of Agency and shall continue for the lifetime of the site on which the land, property, plots or units are situated unless and until terminated in accordance with clause 4 hereof. The Term shall include the period of time during which any notice to terminate is given.

## 1. appointment

By signing this Agreement you accept the terms set-out in this document which are binding on you relative to each and every property, plot or unit howsoever sold. The Instruction Form will give further details of the basis on which you have appointed us to act as your sole selling rights agent for each and every property, plot or unit in consideration of which you will pay us fees (the "Fees").

### sole selling rights

You appoint us to act for the Term as your sole selling rights agent in respect of the land, property, plots or units (and each and every one of them). You will be liable to pay Fees in addition to any other agreed costs if, at any time, unconditional contracts for the sale of the land, property, plots or units (each and every one of them) is exchanged or a conditional agreement becomes unconditional with:

- a purchaser/transferee introduced by us during the Term or with whom we had negotiations during the Term about the land, property, plots or units during the Term; or
- a purchaser/transferee who was not introduced or negotiated with by us but by another agent or by any other person including by you (or by your proxy) during the Term; or
- a purchaser/transferee who approaches you or us direct to site during the Term about the land, property, plots or units; or
- a purchaser/transferee not excluded in writing from the application of this Agreement.

An introduction, negotiation or approach is constituted in a case including (but not limited to) a case where a unit is reserved by reason of our introduction, negotiation or approach.

You must notify us of the exchange of contracts (or of a conditional contract becoming unconditional) or alternatively of any private approach or offer you have received for the land, property, plots or units.

### joint sole selling rights

Where you have appointed us to act for the Term as your sole selling rights agent jointly with another named agent, that arrangement will be described on the Instruction Form and you shall pay us the Fees in accordance with the agreed proportions set-out on the Instruction Form.

### default

Where you appoint another agent to act for you in breach of this Agreement; where you terminate (or purport to terminate) in breach of this Agreement; or where you transfer or dispose of 50% or more of the land, property, plots or units before the end of the Term, we reserve the right to claim from you an amount representing damages rather than a fee (by reason of the default) and it is acknowledged and agreed by you that those damages (which shall not exceed the Fees) are our pre-agreed losses. Damages representing the pre-agreed losses shall be calculated at an amount of 75% (plus VAT) of the Fees that would otherwise have been payable by you to us had the breach not occurred plus an amount equal to the costs incurred by us in relation to the development/site including (but not limited to) marketing costs and staffing costs. These default provisions only apply absent the Fees accruing by reason of an introduction, negotiation or approach (see above at Sole Selling Rights) and otherwise the Fees shall apply and shall be payable (see above and below).

## 2. fees, invoices and VAT

The fee or fees ("Fee" or "Fees") payable by you to us above will be calculated by the agreed percentage (see that set-out in the Instruction Form) of the gross sale price plus VAT of the land, property, plots or units and the Fee shall accrue payable by virtue of exchange of contracts but payment shall be deferred until legal completion or (in the case of a delayed completion) until a date not exceeding 12 months after exchange.

### invoices

If any invoice remains unpaid after its due date, we reserve the right to charge interest, calculated daily, from the date when payment was due until payment is made at 4% above the then prevailing bank base rate or (if higher) at the rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 and its regulations (if applicable). If we find it necessary to use legal representatives or collection agents to recover monies due, you will be required to pay costs and disbursements incurred. All Fees are payable on submission of our invoice.

### failed completion

If a unit is resold following a failed completion then our Fees in full will be payable in respect of the resale in accordance with these Standard Terms & Conditions even if we have not been the effective cause of such sale or disposal.

### VAT

All fees, charges and expenses are expressed exclusive of VAT which is added to the Fees upon each invoice at the prevailing rate.

## 3. marketing expenses

Fees exclude marketing expenses which are payable whether or not a sale takes place. The arrangements between you and us about marketing including marketing costs and expenses will be in accordance with our proposal to you as identified on the Instruction Form.

## 4. termination

Termination for any reason does not prejudice the rights we have accrued while acting under this Agreement in particular our right to the Fees including (for the avoidance of doubt) the Fees relating to those plots or units which are reserved prior to termination but which exchange after termination.

### termination for convenience

You may terminate this Appointment by giving notice to terminate, in writing, in accordance with the terms in the Instruction Form. The notice to terminate by you to be given at the earliest in accordance with the terms in the Instruction Form and provided always that, in the case of your notice to terminate, we have had a reasonable opportunity to market the land, property, plots or units at all times prior to your notice to terminate.

We may terminate this Appointment forthwith in the case of your substantial breach of contract which is not fully remedied by you within 15 days of notification or in the case of an insolvency event affecting you which in our opinion will or may affect your ability to give us instructions under this Appointment or to pay our Fees under this Agreement. Otherwise, we may terminate this Appointment by giving 2 months' notice, in writing, at any time.

## 5. money laundering and terrorist financing (amendment) regulations 2019

In order to comply with Money Laundering Regulations (Amendment) 2019, we will request personal data from you. We will ask you for documents to confirm your identity and address and, in the case of a purchase, will request evidence of funding and the source of any funds being used. We will also use some of your personal data to carry out electronic identity verification using a third party provider. Where you are acting on behalf of a company we may also carry out electronic identity verification on beneficial owners or persons connected with the company. This is not a credit check and the ID verification 'footprint' left on your credit file will not affect your credit score. In most situations we, as your instructed estate agent, will be aware of your buyer and will have carried out due diligence in line with our regulatory requirements.

There may be certain situations where we may not be aware of the identity of the buyer, for example where a seller deals directly with a party that we have introduced and agrees a sale excluding the agent from these dealings, or where, in a joint agency agreement, the other instructed agent finds a buyer and we are not made aware. In these situations we are still obligated to undertake due diligence on such purchasers so by signing this agreement you will be required in these situations to provide us with information about the buyer (with the minimum being name and address). You will be required to provide the information as soon as is reasonably possible (such as once it is known to you by way of memorandum of sale or the direct exchanging of details), but, without fail, prior to the exchange of contracts. You will also be required, in such instances, to update us of any change in details pertaining to the purchaser.

The data collected for the purposes of compliance with MLR(A)2019 will be processed for the purposes of preventing money laundering and terrorist financing and will not be used for any other purpose without your express permission. (For those customers using our mortgage services, the financial data that you provide may also be used for the purpose of establishing affordability).

If you are using the services provided by one of our business partners (e.g. mortgage lender, insurance provider, conveyancer) we may pass your details to them for purposes of preventing money laundering and terrorist financing.

Under current data protection legislation 'relevant authorities' such as the police, government departments and local authorities with regulatory powers are able to request access to personal data without the consent of the data subject for the purposes of the prevention or detection of crime.

## 6. consumer protection from unfair trading regulations 2008 ("regulations")

- Under the Regulations, it is an offence to make inaccurate or misleading statements or omit material information about property in sales material and orally. This includes making statements that might give the wrong impression about a property (e.g. its condition) and may include omitting material facts (e.g. its condition, accessibility, noise from road traffic or other properties).
- You undertake:
  - to ensure that all details supplied to us for use are in compliance with the Regulations;
  - to have control procedures to ensure compliance with the Regulations;
  - to take particular care in the use of photographs and the preparation of artists' impressions, models, plans, window details and area calculations to ensure that there is no misdescription or false impression;
  - to notify us immediately of any changes to plans, areas, specifications, pricing and availability and of any other relevant issues concerning the land, property or units; and
  - to submit all advertisements to appear under our logo for our prior approval in relation to the requirements of the Regulations.
- Where we are required to draw up details of the development, we will submit draft particulars to you for your checking and approval. You should check the draft particulars carefully and return them, signed to us, signifying approval and confirming their accuracy.
- You shall indemnify us and hold us harmless against any action and/or inaction by you (or your agents) which causes us loss or damage by reason of an infringement of the Regulations.

## 7. other services

You acknowledge that a buyer or other party may instruct us in a property related transaction or service for which we may receive a fee or other benefit. We comply with the Solicitors Regulation Authority's Code of Conduct 2011 when introducing customers to our Home Conveyancing service and, when anyone decides to use it, they will receive impartial confidential advice from an independent law firm. We undertake activities on behalf of the law firm including verification of identity, sales progression, search ordering, marketing, online instruction and overall management of the service which is provided to you on a "no sale, no legal fee" basis. In return for our services, the law firm will pay us a fee on completion which is borne by them. The average fee is worth £241 out of which we pay certain customer expenses.

## 8. liability

- Our total liability to you for any direct loss or damage caused by our negligence and/or breach of contract (except deliberate breach) is limited to once times the amount of the Fees paid by you in the preceding 12 months in respect of this land, property, plots or units under the Agreement with a capped limit of £1m whichever is the greater. We do not accept liability for any indirect or consequential loss (such as loss of profits). This limitation does not apply in respect of fraud or death or personal injury caused by our negligence or breach of contract.
- You agree not to bring any claim arising out of or in connection with this Agreement against any member, employee, partner or director.

## 9. acceptance

If we commence work or services without your signature to this Agreement, these Standard Terms & Conditions shall apply or shall be deemed to apply to the Appointment.

## 10. anti-bribery and corruption

We agree that throughout the period of this Agreement we shall:

- comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements");
- not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- maintain anti-bribery and anti-corruption policies to comply with the Relevant Requirements and any best practice relating thereto;
- promptly report to you any request or demand for any undue financial or other advantage of any kind in connection with the performance of our services to you.

## 11. rights of third parties

None of the terms of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

## 12. data protection

We take our responsibilities regarding your personal data very seriously. For further information please refer to our Privacy Notice, accessible from the home page of our website [www.sequencehome.co.uk/privacy](http://www.sequencehome.co.uk/privacy) and/or our transparency notice called "how we use the information you give us". If you require a copy of this, please ask your local branch.

## 13. law

- The Instruction Form and Standard Terms & Conditions are subject to the laws of England & Wales and any dispute that arises in any way out of them (and the Agreement that they separately or together constitute) shall be subject to the exclusive jurisdiction of the Courts of England & Wales.
- If a Court rules that any provision of the Agreement is invalid or unenforceable this will not affect the rest of the terms which will remain in force subject where necessary to any suitable amendment or variation.