



## Sales Terms and Conditions



**Independent London**  
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Studio One  
197 Long Lane  
London SE1 4PD

**independent**   
**london.**



# Sales terms and conditions

## Property information

Independent London will prepare a sales detail sheet with approximate room measurements and comments for circulation regarding the property. A colour photograph of the exterior and/or interior may be taken and kept on file for use with the sales details and associated advertising. A copy of the sales particulars will be forwarded to the vendor for verification.

## Property valuation and marketing price

If we have supplied a valuation figure for the property and advised on marketing price, it is understood that these are based on prevailing market conditions. No structural survey has been carried out by ourselves and the figures supplied are notwithstanding any defects at the property, serious or otherwise, and are provided on the understanding that there are no covenants or conditions connected to the property.

## Sole agency sales fee

If we are instructed as sole selling agent, our standard fee will be reduced to 1% of the sales price plus VAT. The rate is subject to our minimum fee of £2,500 plus VAT at the current rate. A sole agency instruction shall be for a minimum period of 10 weeks. On expiry of the 10 weeks term, the sole agency will continue unless terminated in writing with 2 weeks' notice by either party, receipt of which must be acknowledged by the other party.

## Multiple agency sales fees

Our standard fee is 2% of the sales price plus VAT at the current rate. The fee includes all our expenses and marketing costs unless otherwise agreed. This agreement may be terminated by either party by giving 4 weeks' notice in writing, receipt of which must be acknowledged by the other party.

## Payment of fees

Fees become payable, if at any time, unconditional contracts for the sale of the property is exchanged with a buyer introduced by us either directly or indirectly. In the case of a sole agency, fees become payable, if at any time, unconditional contracts for the sale of the

property are exchanged with a buyer introduced by us either directly or indirectly during the term of the sole agency or with whom we have had negotiations about the property during that term or with a buyer introduced by another agent or person during the term of sole agency.

Our fees are due at exchange of contracts and payable on completion of the sale. All our fees are subject to VAT at the prevailing rate. An irrevocable order to your solicitor to pay our account on completion from the proceeds of the sale must be provided.

## Access

If Independent London hold keys to the property, authority is deemed to be given to release these to surveyors and other known professional companies to facilitate the sale.

## For sale notices

Independent London will erect a 'For Sale' notice internally and / or externally at the property as soon as possible from the date of this Agreement unless otherwise instructed by the vendor or estate management company for the property.

## The estate agency act 1979

The Act requires to disclose any personal relationship which may exist and accordingly, vendors are asked to inform the agency of any personal interest which they or their relatives may have with Independent London or any of its subsidiaries or associated companies. Any such relationship exists then it must be disclosed here.

## The property misdescriptions act 1991 has now been repealed

However Independent London Limited as a member of The Property Ombudsman Scheme or TPOS have a duty as stated in TPOS Code Of Practice, clause 7L to "All advertisements must be legal, decent and honest in accordance with the British Codes of Advertising and Sales Promotion and Direct Marketing". Therefore please ensure that all the information provided is truthful.

# Independent London Ltd Agency Agreement

Please indicate which level of service you require by ticking the relevant box:

Option A – Sole Agency at 1% of the achieved sale price + VAT for a term of 10 weeks with a 2 week notice period.

Option B – Multi Agency at 2% of the achieved sale price + VAT. 4 weeks notice may be given at anytime

Please complete the following information:

Property Address:

Telephone No:

Correspondence address if different:

Garage/Parking Bay No (if applicable):

Intruder Alarm Code (if applicable):

Managing Agents Name and Address(if applicable):

Email:

If leasehold the unexpired term (years)?

Tel:

Amount of service charge per annum: £

Freehold or  Leasehold

Amount of ground rent per annum:£

Have you received any notices from your landlord regarding proposed works to the building?

Yes  No

If yes, please provide details and attach copies of any such notices separately.

Email:

Tel:

Agreed Marketing Price: £

Please sign and date the declaration below:

Solicitors Name and Address if known:

As legal owner(s) of the property stated above, I / We have read and understood this agreement and hereby accept the Terms and Conditions as stated.

Name

Name

Signature

Signature

Date

Date

Signed on behalf of Independent London

Name:

Signature:

Date



## Independent london terms of business for sales

Dear Client,

Please be aware you have the right to cancel this agreement within 14 days of signing under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013 which came into force on 13th June 2014. This applies to all contracts signed outside of our office at Studio One, 197 Long Lane London SE1 4PD.

If you wish to exercise your right to cancel please complete the form below and email or post to us at the address given. Please ensure we receive this within 14 days of the original signature.

**To Independent London Estate Agents, Studio 1, 197 Long Lane, London, SE1 4PD or email [info@independentlondon.net](mailto:info@independentlondon.net)**

**I/We [\*] hereby give notice that I/We [\*] wish to cancel my/our [\*] contract for the supply of the following service [our instructed selling agent on a sole or multi agency basis], originally signed and received on (date).....**

Name of consumer(s)  
.....

Address of consumer(s)  
.....

Signature of consumer(s)  
.....

Date  
.....

[\*] Delete as appropriate.