

**HUMPHREY
& BRAND**

humphreyandbrand.co.uk



Sales Terms of Business & Property Questionnaire

Sales terms of business

I hereby appoint Humphrey and Brand Residential LLP to act as sole/joint agent (delete as applicable) to place the below property on the market subject to the terms and conditions set out on pages 1, 2, 3 and 4 which we confirm we have read and agree to.

I authorise Humphrey and Brand Residential LLP to take all steps necessary for the purposes of providing:

Sole Agency service: **Joint Agency Service:**

Address of the property:

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 we require one proof of identity and one proof of address which can be selected from the following:

Proof of Identity: Passport, National Identity Card, Full Driving Licence

Proof of Address: Recent Council tax bill, utility bill, mortgage statement, bank/credit card statement

I/we enclose the following documents to comply with the Money Laundering Regulations 2003:

I have read and understood all of the terms and conditions and declare all of the terms in section 10.

I agree that no alterations to these Terms and Conditions will be accepted unless agreed and confirmed in writing. If I am not the sole owner of the property, I confirm that I am authorised to sign this agreement on behalf of all owners.

Signed

Confirmation of instructions agreement

(In accordance with the Estate Agents Act 1979)

Terms & conditions of business

1. INTRODUCTION

These Terms and Conditions apply to the services provided to clients by Humphrey and Brand Residential LLP as agents in the selling of residential properties.

When completing, signing and returning the attached Confirmation of Instructions you will indicate whether you require the Sole Agency Service, or the Multiple Agency Service and either paragraph 4 or 5 of these Terms and Conditions will then apply as relevant. Paragraphs 6, 7, 8, 9 and 10 of these Terms and Conditions apply to all of our instructions. The terms of any covering letter we send you with these Terms and Conditions, together with these Terms and Conditions form the contract between us for that instruction (**Engagement Contract**).

Terms & conditions of business

2. DEFINITIONS & INTERPRETATION

2.1. IN THESE TERMS AND CONDITIONS:

2.1.1. Humphrey and Brand Residential LLP means the limited liability partnership of Humphrey and Brand Residential LLP and any other company wholly owned by or on behalf of such limited liability partnership or the partners of Humphrey and Brand Residential LLP and any person to which an Engagement Contract may have been assigned in accordance with paragraph 2.7 on the following page ;

2.1.2. we us or our (and similar expressions) refers to Humphrey and Brand Residential LLP;

2.1.2. you or your (and similar expressions) refers to our client; and

2.1.3. VAT means value added tax chargeable under the Value Added Tax Act 1994 (or any)

re-enactment or successor to that Act) and any similar replacement and any additional replacement tax.

2.2. In the event of any inconsistency between any covering letter we send you with these Terms and Conditions and these Terms and Conditions then the covering letter prevails.

2.3. Each Engagement Contract will be governed by and construed in accordance with the laws of England and Wales. Any dispute arising from or under an Engagement Contract shall be subject to the non-exclusive jurisdiction of the English courts.

2.4. If any one or more provisions of an Engagement Contract are declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of that Engagement Contract will not be affected or impaired.

2.5. This contract constitutes a binding contract between Humphrey and Brand Residential LLP and the client and both parties should ensure that any verbal or prior agreements have been incorporated.

2.6. The benefit of an Engagement Contract may be assigned by us to any person which continues all or part of the business of Humphrey and Brand Residential LLP in succession to us. You will accept the performance by the assignee of the Engagement Contract in substitution for the performance of that contract by us.

2.7. Subject to paragraph 2.6 above, neither you nor we shall have the right to assign the benefit of an Engagement Contract without the written consent of the other.

2.8. These Terms and Conditions supersede any earlier terms and conditions we may have agreed with you. If it is necessary to update

these Terms and Conditions at any time then we will notify you of the changes and unless we hear from you to the contrary within 14 days after such notification, the amendments or new terms and conditions will come into effect on the expiry of that period.

3. INITIAL AGENCY PERIOD

3.1. Humphrey and Brand Residential LLP's initial agency period will be 12 weeks and after this time two weeks written notice to terminate the agreement will be required. The contract will commence from the first day of marketing.

4. SOLE AGENCY BASIS

4.1. If you choose to instruct Humphrey and Brand Residential LLP on a sole agency basis you will be liable to pay remuneration to us, in addition to any other cost or charges agreed, if unconditional contracts for the sale of the property are exchanged with a purchaser introduced by us during the period of the sole agency or with whom Humphrey and Brand Residential LLP had negotiation about the property during that period or with a purchaser introduced by another agent during that period.

4.2. If Humphrey and Brand Residential LLP are instructed as Sole agents, you agree that you will not before termination of this Agreement instruct any other agent to sell the property without first obtaining our express prior written consent. If we give the consent, the arrangement between you and us under this agreement will from that point onwards become a multiple agency.

5. JOINT AGENCY BASIS

5.1. If you choose to instruct Humphrey and Brand Residential LLP on a multiple agency basis or you terminate the sole agency and instruct Humphrey and Brand Residential LLP on a multiple agency basis you will be liable to pay remuneration to Humphrey and Brand Residential LLP at the multiple agency rate if at any time during the period of the multiple agency or within six months of termination of

the Agreement unconditional contracts for the sale of the property are exchanged with a purchaser introduced by Humphrey and Brand Residential LLP or with whom Humphrey and Brand Residential LLP had negotiations about the property during that period.

6. FEES AND CHARGES AND PAYMENT OF PAYMENT OF FEES AND CHARGES

6.1. Our fees which are payable by you for our services are as follows:

6.2. Sole Agency Basis - When contracts have exchanged, you will set your own fee, anywhere you choose between 1% and 1.5% + VAT, subject to a minimum fee of £5,000 + VAT. You decide what fee to pay us, and only after contracts have exchanged contacts for the sale of your property.

6.3. Joint Agency Basis – If you instruct us on a joint agency basis or at any stage we become joint agents our fee will be 2% + VAT.

All fees and charges are exclusive of VAT and an obligation to pay any sum includes an obligation to pay any VAT chargeable in respect of that payment whether or not this is expressly stated.

7. GENERAL

7.1. Humphrey and Brand Residential LLP are required to act in accordance with section 18 of the Estate Agents Act 1979 to provide clients with our Terms and Conditions of Business.

7.2. Subject to condition 3.1 above and (if applicable) the cancellation rights described in the Notice set out above, this agency agreement shall continue for the initial Agency Period set out above and will continue thereafter until one party gives to the other not less than 14 days' notice in writing terminating the agency agreement (such notice to expire at any time on or after the last day of the initial Agency Period).

7.3. In the event that Humphrey and Brand Residential LLP have introduced a proposed purchaser at any time during the agency period which subsequently withdraws so that the intended sale falls through, the terms of conditions 3.1 above will continue to apply. If we introduce a purchaser to you and agree sale terms in accordance with your instructions, we reserve the right to charge you 50% of the commission fee plus VAT, based on the sold

subject to contract price agreed, if you withdraw from the sale of the property

7.4. Humphrey and Brand Residential LLP or a connected person or firm may offer and/or provide to the prospective purchasers of your property any or all of the services listed below. Similarly, some other person or some other organization may do so in circumstances in which Humphrey and Brand Residential LLP or the connected person or firm benefits financially from the provision of the service(s). If any of these circumstances arise, Humphrey and Brand Residential LLP will give you prompt notice.

7.4.1. Valuation and/or Estate Agency service in respect of another property upon which the purchaser is dependent.

7.4.2. Provision of banking, insurance and financial assistance, including mortgage, life insurance, pension or other financial services.

7.4.3. Conveyancing and/or other legal services.

7.5. Humphrey and Brand Residential LLP accepts no responsibility for the maintenance or repair of or for any damage to the property whilst unoccupied unless such damage is caused by any act or omission of Humphrey and Brand Residential LLP and/or its representatives. If the property is vacant when adverse weather conditions are likely, frost damage may occur to water and heating systems and sanitary appliances. You are strongly recommended to take all necessary action to protect your property from such risks and ensure that you have taken adequate insurance cover.

7.6. Under the Estate Agents Act 1979 makes it a criminal offence to give false or misleading information about the property or matters relating to its disposal. Humphrey and Brand Residential LLP will prepare draft sales particulars as accurately as possible based on its inspection of the property and information provided by you.

Humphrey and Brand Residential LLP will send the draft particulars to you for your approval and it is imperative that you read through these carefully. **You will be asked to return a signed copy to Humphrey and Brand Residential LLP identifying any errors or unfair or inaccurate descriptions of the property.**

8. EXCLUSIONS

8.1. If you have previously instructed another estate agent for the sale of your property on a sole agency or joint agency basis you may still be liable to pay remuneration to them if a sale is made to a person previously introduced to you by them. If you have any particular person you wish to exclude from the agency in order to avoid dual remuneration liability, please let us have a note of their name and address by listing them below:

Name:

Date that viewed:

8.2. There may also be a dual liability if you instruct another agent during or after the period of sole agency with us.

9. DECLARATION

9.1. We have read and accept the terms of this Agreement and are responsible for and guarantee payment of all fees even if the property is held by a company. I understand that if more than one party is to be responsible, this agreement should be signed by all relevant parties and their liability will be joint and several. The full names and addresses of any additional guarantors should be given in writing to Humphrey and Brand Residential LLP and failure to do so will mean that the persons who do sign will be fully liable.

9.2. If this is a sole agency of Humphrey and Brand Residential LLP has sole selling rights, I/We undertake that during the period of this Agreement I/We will permit only a "For Sale" board of Humphrey and Brand Residential LLP to be displayed on the property.

9.3. I/We will advise Humphrey and Brand Residential LLP at once if any aspect of the sale particulars Humphrey and Brand Residential LLP supply to me/us is or is likely to become inaccurate or misleading.

9.4. I/We will notify Humphrey and Brand Residential LLP immediately if I/We receive any private approach or offer for the sale of the property.

9.5. I/We give the Legal Representatives (to be named at a later date) authority to pay Humphrey and Brand Residential LLP immediately upon completion of the sale of the property out of sale proceeds (after due allowance for any deposit then held by Humphrey and Brand Residential LLP) the remuneration and other charges payable by virtue of the terms of this Agreement.

9.6. I/We acknowledge this does not affect our legal right to set off sums due to Humphrey and Brand Residential LLP.

9.7. I/We will notify Humphrey and Brand Residential LLP immediately if there is a change in the Legal Representatives.

9.8. I/We authorize Humphrey and Brand Residential LLP to inform our Legal Representatives of my/our intention to sell the property and to request them to obtain the title documents in order for them to prepare a draft contract as soon as an acceptable purchaser has been found.

9.9. I/We agree that decision/ instructions given to Humphrey and Brand Residential LLP by me/one of us/our Legal Representatives are given on behalf of the seller.



Highly recommend. Great experience. A thoroughly professional and highly competent team, Humphrey & Brand were excellent with the sale of our property.

Property Information Questionnaire

ABOUT THIS FORM

This form should be completed by the seller. The seller may be the owner or owners; a representative with the necessary authority to sell the property for an owner who has died; a representative with the necessary authority to sell the property for a living owner (e.g. a power of attorney) or be selling in some other capacity. The form should be completed and read as though the questions were being answered by the owner.

If you are the seller, you should be aware -

- Answers given in this form should be truthful and accurate to the best of your knowledge. The questions have been designed to help the smooth sale of your home. Misleading or incorrect answers are likely to be exposed later in the conveyancing process and may endanger the sale.
 - Information included in this form does not replace official documents or legal information. You should be prepared to provide such documents on request in support of the answers given in this form.
 - If you hold any guarantees for work on your property, your buyer's conveyancer is likely to ask for evidence, which it is in your interests to make available as soon as possible.
 - If anything changes to affect the information given in this form prior to the sale of your home, you should inform your conveyancer or estate agent immediately.
- If you are the buyer you should be aware -
- This information contained in this document should have been completed truthfully and accurately by the seller. However, the information only relates to the period during which the seller has owned the property (see question 1) and does not replace official documents or legal information and you should confirm any information with your conveyancer.

The seller must provide the information set out in Part 1 of this questionnaire. Where the property being sold is a leasehold property, the seller must also complete Part 2 of this questionnaire.

All properties

A. THE POSTAL ADDRESS OF THE PROPERTY

B. THE NAME OF THE SELLER

1. WHEN WAS THE PROPERTY PURCHASED?

2. IS YOUR PROPERTY A LISTED BUILDING OR CONTAINED IN A LISTED BUILDING?

YES NO DONT KNOW

3. WHAT COUNCIL TAX BAND IS THE PROPERTY IN?

[Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]

BAND

A B C D E F G H

4. WHAT PARKING ARRANGEMENTS EXIST AT YOUR PROPERTY?

GARAGE
ALLOCATED PARKING SPACE
DRIVEWAY
ON STREET
RESIDENT PERMIT
METERED PARKING
SHARED PARKING
SPECIFY OTHER :

Other issues affecting the property

5. HAS THERE BEEN ANY DAMAGE TO YOUR PROPERTY AS A RESULT OF STORM OR FIRE SINCE YOU HAVE OWNED IT?

YES NO DONT KNOW

5A. IF "YES", PLEASE GIVE DETAILS.

6. IF YOU HAVE ANSWERED "YES" TO QUESTION 5, WAS THE DAMAGE THE SUBJECT OF AN INSURANCE CLAIM?

YES NO DONT KNOW

6A. IF "YES", PLEASE STATE WHETHER ANY OF THESE CLAIMS ARE OUTSTANDING.

7. ARE YOU AWARE OF ANY FLOODING AT YOUR PROPERTY SINCE YOU HAVE OWNED IT OR BEFORE?

YES NO

7A. IF "YES", PLEASE GIVE DETAILS.

8. HAVE YOU CHECKED THE FREELY AVAILABLE FLOOD RISK DATA AT THE ENVIRONMENT AGENCY'S WEBSITE ([HTTP://WWW.ENVIRONMENT-AGENCY.GOV.UK/SUBJECTS/FLOOD](http://www.environment-agency.gov.uk/subjects/flood))?

YES NO DONT KNOW

8A. IF "YES", PLEASE GIVE DETAILS.

8B. IF "NO" THE BUYER IS ADVISED TO CHECK THE ENVIRONMENT AGENCY WEBSITE FOR AN INDICATION OF FLOOD RISK IN THE AREA.

9. HAS THERE BEEN ANY TREATMENT OF OR PREVENTATIVE WORK FOR DRY ROT, WET ROT OR DAMP IN THE PROPERTY SINCE YOU HAVE OWNED THE PROPERTY?

YES NO DONT KNOW

9A. IF "YES", PLEASE GIVE DETAILS OF ANY GUARANTEES RELATING TO THE WORK AND WHO HOLDS THE GUARANTEES.

Utilities & Services

10. IS THERE CENTRAL HEATING IN YOUR PROPERTY?

YES NO DONT KNOW

10A. IF "YES", PLEASE GIVE DETAILS OF THE TYPE OF CENTRAL HEATING (EXAMPLES: GAS-FIRED, OIL FIRED, SOLID FUEL, LIQUID GAS PETROLEUM).

11. WHEN WAS YOUR CENTRAL HEATING OR OTHER PRIMARY HEATING SYSTEM LAST SERVICED?

LAST SERVICED [YEAR] A REPORT IS

/IS NOT AVAILABLE

NOT SERVICED

DON'T KNOW

12. WHEN WAS THE ELECTRICAL WIRING IN YOUR PROPERTY LAST CHECKED?

LAST SERVICED [YEAR] A REPORT IS

/IS NOT AVAILABLE

NOT SERVICED

DON'T KNOW

13. PLEASE INDICATE WHICH SERVICES ARE CONNECTED TO YOUR PROPERTY:

SERVICES:

ELECTRICITY

GAS

WATER MAINS OR
PRIVATE WATER SUPPLY

DRAINAGE TO PUBLIC SEWER
(IF NOT CONNECTED PLEASE
INDICATE WHETHER THERE
IS A CESSPOOL OR SEPTIC TANK)

TELEPHONE

CABLE TV OR SATELLITE

BROADBAND

Changes to the property

14. HAVE YOU CARRIED OUT ANY STRUCTURAL ALTERATIONS, ADDITIONS OR EXTENSIONS (E.G. PROVISION OF AN EXTRA BEDROOM OR BATHROOM) TO THE PROPERTY?

YES NO DONT KNOW

14A. IF "YES", PLEASE GIVE DETAILS OF THE NATURE OF THE WORK

14B. WAS BUILDING REGULATION APPROVAL OBTAINED?

YES NO DONT KNOW

14C. WAS PLANNING PERMISSION OBTAINED?

YES NO DONT KNOW

14D. WAS LISTED BUILDING CONSENT OBTAINED?

YES NO DONT KNOW

IF THE RESPONSE WAS "NO" FOR ANY OF (B) TO (D), PLEASE STATE WHY NOT (E.G. "NOT REQUIRED" OR "WORK COMPLETED UNDER APPROVED PERSON SCHEME").

15. HAVE YOU HAD REPLACEMENT WINDOWS, DOORS, PATIO DOORS OR DOUBLE GLAZING INSTALLED IN YOUR PROPERTY?

YES NO DONT KNOW

15A. IF "YES", PLEASE GIVE DETAILS OF CHANGES AND GUARANTEES, IF HELD.

Access

16. DO YOU HAVE RIGHT OF ACCESS THROUGH ANY NEIGHBOURING HOMES, BUILDINGS OR LAND?

YES NO DONT KNOW

16A. IF "YES", PLEASE GIVE DETAILS.

17. DOES ANY OTHER PERSON HAVE A RIGHT OF ACCESS THROUGH YOUR PROPERTY?

YES NO DONT KNOW

17A. IF "YES", PLEASE GIVE DETAILS.

Leasehold properties

18. IS YOUR PROPERTY A LEASEHOLD PROPERTY?

YES NO

If "yes" complete Part 2 of this questionnaire.
If "no" there is no need to complete Part 2 of this questionnaire.

Part 2: Leasehold Properties

Only complete this part if the property is a leasehold property. If the lease is a new one and has not yet been granted, please answer the questions based on the draft terms of the lease. Before entering into a binding commitment, buyers should confirm any matter relating to the leasehold ownership by reading the lease and checking the position with their conveyancer.

Additional information for leasehold properties

19. WHAT IS THE NAME OF THE PERSON OR ORGANISATION TO WHOM YOU PAY:

19A. GROUND RENT; AND

19B. SERVICE CHARGES (IF DIFFERENT FROM (A) ABOVE)?

20. HOW MANY YEARS DOES YOUR LEASE HAVE LEFT TO RUN?

21. HOW MUCH IS YOUR CURRENT ANNUAL GROUND RENT?

22. HOW MUCH IS YOUR CURRENT ANNUAL SERVICE CHARGE?

23. HOW MUCH IS YOUR CURRENT ANNUAL BUILDINGS INSURANCE PREMIUM (IF NOT INCLUDED IN THE SERVICE CHARGE)?

24. ARE YOU AWARE OF ANY PROPOSED OR ONGOING MAJOR WORKS TO THIS PROPERTY?

YES NO DONT KNOW

24A. IF "YES", WHAT TYPE OF WORKS ARE THEY AND WHAT IS THE EXPECTED COST RELATING TO THIS PROPERTY (IF KNOWN)?

25. DOES THE LEASE PREVENT YOU FROM -

25A. SUB-LETTING?

YES NO DONT KNOW

25B. KEEPING PETS?

YES NO DONT KNOW

26. DOES THE LEASE ALLOW YOU TO:

26A. USE A CAR PARK OR SPACE?

YES NO DONT KNOW

26B. HAVE ACCESS TO A COMMUNAL GARDEN (WHERE APPLICABLE)?

YES NO DONT KNOW

27. LEASES OFTEN PERMIT OR PREVENT CERTAIN TYPES OF ACTIVITY RELATING TO THE USE OF THE PROPERTY, THOSE REFERRED TO IN QUESTION (25) ARE EXAMPLES. ARE THERE ANY OTHER CONDITIONS OR RESTRICTIONS IN THE LEASE WHICH COULD SIGNIFICANTLY IMPACT ON A PERSON'S USE OF THE PROPERTY?

YES NO DONT KNOW

27A. IF "YES", PLEASE SPECIFY.

Part 3: Other Information

28. IS THERE INFORMATION THAT COULD AFFECT THE DECISION MAKING OF A PURCHASER THAT WE SHOULD BE AWARE OF?

Explanatory notes to numbered items

ABOUT THIS FORM

19. The landlord will normally be the person to whom the ground rent is payable, although it is possible that an agent may be employed to collect this on the landlord's behalf. The person or the organisation to whom the service charge is payable may be your landlord or head landlord or a residents' management company – you should find the landlord's details on your latest service charge demand. It is also possible that an agent has been employed to collect service charges on their behalf.

20. The number of years is calculated by taking the original number of years the lease was granted for and deducting the number of years that have expired since the lease was first granted.

21. THIS INFORMATION WILL BE FOUND IN THE LEASE.

22. This information will be found on the previous year's service charge demands.

24. Leaseholders should have been notified of this as part of the required consultation process where their contribution towards the work exceeds £250.

PLEASE NOTE: All leaseholders should have their own copy of the lease although sometimes this is held by the mortgage lender or the conveyancer who handled the purchase. A copy can normally be obtained from the Land Registry – www.landregisteronline.gov.uk. It is unlikely that the managing agent will be able to provide a copy of the lease.

I had an excellent experience with **Humphrey & Brand** with a house purchase & would like to thank the whole team for their help from start to finish.



Google

4.9 out of 5 stars ★★★★★ 416 Reviews

T: 020 8399 1888

W: humphreyandbrand.co.uk

17 Claremont Road | Surbiton | Surrey | KT6 4QR



LIKE US. LOVE US. SELL OR LET WITH US.