



OAKTREE (WEST LONDON) LIMITED

SALES AGENCY AGREEMENT

Property Address:

Oaktree (West London) Limited will act as selling agents for the property above on the Terms set out below:

(i) Name (Seller):

(ii) Address:

(iii) Type of Agency (Sole, Dual or Multiple) – Select 1 choice or more

Sole AGENT **1.80 % including VAT (1.50%+VAT) ***;

Dual AGENT with an Agent introduced by Oaktree (West London) Ltd. The introduced agent will charge **2.10 % including VAT (1.75%+VAT) whilst Oaktree will still charge the sole agency fee of 1.80% including VAT (1.50% + VAT) ***;

Multiple AGENT **2.40% including VAT (2.0%+VAT)***

* A minimum fee of £5,000 + VAT applies.

(iv) Period of Sole Agency

Fees are based on the final sale price which may be higher or lower than the asking price. For example, if your Property sells for the price of £300,000, you will pay a fee of £5,400 including VAT at the above sole agency rate of 1.80 % (including VAT) for SOLE AGENCY or a fee of £7,200 including VAT at the above multiple agent rate of 2.40 % (including VAT) for MULTIPLE AGENCY.

Sole Agency – Dual Agency

Oaktree (West London) Limited (hereafter referred to as Oaktree) will be the sole agents for the period agreed with the Seller at the Agreed Commission Rate and upon the terms and conditions detailed herein which will commence from the date of this agreement.

The Sole Agency Agreement will continue after this period until terminated by either party by giving 7 days' written notice. During the period of sole agency, the Seller must not instruct any other agent to sell the Property.

After the sole Agent Agreement, the seller may instruct another Agent introduced by Oaktree. The Dual Agency Agreement will continue until terminated by either party by giving 7 days' written notice. During the period of dual agency, the Seller must not instruct any other agent, apart from the introduced Agent, to sell the Property.

The Seller will be liable to pay remuneration to Oaktree in addition to any other costs or charges agreed, if at any time contracts for the sale of the Property are exchanged with a buyer introduced by Oaktree during the period of their sole agency or with whom we had negotiations about the Property during that period, or with a buyer introduced by another agent during that period.

Multiple Agency

Oaktree will be multiple selling agents from the date of this Agreement, at the Agreed Commission Rate and upon the terms and conditions detailed herein. The agency may be terminated by either party giving fourteen days' written notice. During the period of agency, the Seller may instruct other agents to sell the Property.

The Seller will be liable to pay remuneration to Oaktree in addition to any other costs or charges agreed, if at any time contracts for the sale of the Property are exchanged with a buyer introduced by Oaktree before termination of the Agreement or with whom we had negotiations about the Property during that period.

Sub Agents

Oaktree reserves the right to instruct selected sub agents if they consider it might be of assistance in effecting a sale unless the Seller has given us written instructions to the contrary.

For Sale Boards

It is Oaktree’s normal policy to erect a For Sale board, unless otherwise instructed by the Seller or if the Property is situated in an area where boards are prohibited under the Town and Country Planning Regulations. Only one board per property is permitted and once Oaktree’s board is in position, the Seller must ensure no other boards are displayed.

Fees and Expenses

Oaktree’s sale commission will be calculated as a percentage of the eventual sale contract price, including any contents at the Agreed Commission Rate. The commission includes all normal promotional costs except where additional expenditure is required on marketing, usually in the form of a brochure or special advertising, when details of these expenses will be agreed with the Seller and confirmed in writing. In the event of a part exchange/swap of the Property between the Seller and a buyer, the fees will be charged in accordance with the Agreed Commission Rate using the marketing price as referred to within this Agreement. Value Added Tax at the current standard rate is inclusive in the rate.

Expenses will normally be charged to the Seller at the time Oaktree settles the supplier’s invoice. Sale commission together with any further or outstanding agreed expenses must be paid out of the proceeds of sale and the Seller must instruct their solicitors accordingly. Interest will be charged at 5% above the Barclays Bank plc base lending rate on a daily basis if the account remains unpaid for more than fourteen days after completion and all Oaktree’s’ costs of recovery of monies due to Oaktree will be borne by the seller upon an indemnity basis.

By signing this Agreement, the Seller hereby irrevocably instructs their solicitors to discharge all commission and fees and expenses due to Oaktree out of the proceeds of sale of the Property upon completion.

Offers

Oaktree confirms that (unless instructed to the contrary in writing by the Seller) they will forward to the Seller promptly and accurately all offers from prospective buyers.

Unoccupied Property

Oaktree cannot accept responsibility for the maintenance or repair or security of unoccupied Property for sale unless also appointed to manage the Property.

Disclosure of Personal Interest

The Seller hereby informs Oaktree of any interest which they or their relatives have in Oaktree (West London) Limited or any of its subsidiary companies.

Applicable to this transaction YES / NO

If YES, details of disclosure.....

Services to Purchaser

The Seller hereby accepts that Oaktree and/or its associated companies may offer to arrange the following services for a prospective buyer: insurance banking and other financial services, mortgages, removals and estate agency and other related services and may be entitled to receive commission in respect of any such services arranged.

Data Protection Act 1998

I/We/the Seller hereby consent to Oaktree processing data, any information, or personal details on or of I/We/the Seller as defined in the Data Protection Act 1998.

Sales Particulars

A copy of the sale particulars will be sent to you for confirmation that they are correctly stated. Sellers must advise Oaktree if any details in the Sales Particulars are (or become, at any future date) inaccurate.

Energy Performance Certificate (EPC)

All properties offered on the sales & rental market must make available an Energy Performance Certificate (EPC) to show to any prospective buyer/tenant/applicant. An EPC is a certification showing how energy efficient a property is and what its environmental impact is in terms of carbon dioxide emission. An EPC will be valid for 10 years. Obtaining an EPC will involve commissioning an accredited Domestic Energy Assessor (DEA) to go to the property to carry out an inspection and produce an EPC.

Oaktree (West London) Ltd can arrange a DEA to carry out an inspection and produce an EPC at the following rates (prices include VAT): £100 Studio and 1-bedroom properties; £120 for 2-bedroom properties; £130 for 3-bedroom properties; £140 for 4- and 5-bedroom properties. Extra £30 per property in zone 1 and an extra £20 for properties in zones 5/6 or outer London. Discount applies when you combine EPC/Floor plan. A valid EPC is also required in case the Landlord wishes to serve a Section 21 Notice

Floorplan

To produce a floor plan (prices include VAT): £100 for Studio and 1-bedroom properties; £120 for 2-bedroom properties; £130 for 3-bedroom properties; £140 for 4- and 5-bedroom properties. Extra £30 per property in zone 1 and an extra £20 for properties in zones 5/6 or outer London. Discount applies when you combine EPC/Floor plan.

Professional taken photographs (indicative prices)

Studio - 1 bed: Photos £170
2 - 3 bed: Photos £200
4 - 5 bed: Photos £280

Marketing of Property

The property will be marketed at which does not represent a valuation.

Details of the property contents included in the sale will be included in the property particulars.

Marketing will commence from:

Agreement and Declaration

I/We warrant that I am/we are the owner(s) and entitled to sell the property without the consent of any third party and have the authority to enter into and abide by the terms of this Agreement. I/We confirm that I/we have read this Agency Agreement and agreed to its terms prior to signing this Agreement. We instruct you to proceed on the above terms and conditions.

Signed Date
For and on behalf of the Seller(s) seller/owner

Signed Date

For Oaktree (West London) Limited
23 Queens Parade, Hanger Lane, London W5 3HU
www.oaktreewestlondon.co.uk



Member of



www.tpos.co.uk

Notice of Right to Cancel

THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 only apply to these Terms and Conditions (contract) when signed off-premises (not in the business of the trader) by a Consumer in the presence of an employee of Oaktree (West London) Ltd. Where these regulations apply you have fourteen days to cancel this contract.

If you wish to cancel this contract you **MUST DO SO IN WRITING** by delivering or sending, including by email, a Cancellation Notice. If you send the Cancellation Notice by post then we recommend that you send it by recorded delivery. Cancellation will be deemed to have been served as soon as it is posted, therefore we may require proof of posting to be provided. If the Cancellation Notice is emailed, the cancellation will be deemed to have occurred on the date of the email. If you make a personal visit to hand deliver a notice or letter the cancellation will be deemed to be the date of delivery.

Immediate commencement of services and marketing within 14 day cancellation period

I/We agree that I/We wish to begin immediately receiving services and marketing without delay. I/We agree that should I/We cancel within fourteen days that Oaktree (West London) Limited will charge an Administration Charge for work done by it and third-party supplier costs incurred by Oaktree (West London) Limited prior to cancellation. This admin charge only applies should you cancel within the first fourteen days and is not charged should you give notice in accordance with this contract after the fourteen days have elapsed. I/We agree that if I/We decide to cancel this contract within fourteen days, I will pay the full cost of the service, agency fee, commission, and any other charges detailed in this contract, if it has been provided as per this contract prior to the date of cancellation or at any point thereafter with my/our agreement.

Full Name:

Signed:

Date:

(Only sign and date this when this section applies but you wish the contract to begin before the end of this 14-day cancellation period.)