



Simand Real Estate Sales Terms and Conditions

Simand Real Estate

T: 020 4525 2765

Address: New
Burlington House,
1075 Finchley Road,
London, United
Kingdom, NW11
0PU

Sales terms and conditions

Property information

Simand Real Estate 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 us 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 achieved sold 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 2.5% of the achieved sold 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 Simand Real Estate 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

Simand Real Estate 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 Simand Real Estate 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, as a member of the Property Redress Scheme (PRS), Simand Real Estate has a responsibility, as outlined in clause 7L of the TPOS Code of Practice, to ensure that all advertisements are legal, decent, and honest. This requires adherence to the British Codes of Advertising, Sales Promotion, and Direct Marketing. Therefore, it is essential that all information provided in advertisements is accurate and truthful.

Simand Real Estate Agency Agreement

Please Indicate Which Level Of Service You Require By Ticking The Revelant Box:

☐ Option A – Sole Agency
1% of the achieved sold price plus VAT (Details of Multi Agency Agreement on Page 2)

☐ ☐ Option B – Multi Agency at
2.5% of the achieved sold price plus VAT (Details of Multi Agency Agreement on Page 2)

Please Complete The Following Information:

☐ Property Address:

Correspondence address if different:

Telephone No:

Garage/Parking Bay No (if applicable):

Intruder Alarm Code (if applicable):

Managing Agents Name and Address (if applicable):

Email:
Tel:
☐ ☐ Freehold or ☐ Leasehold

If leasehold the unexpired term (years)?
Amount of service charge per annum: £
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.

Agreed Marketing Price: £

Solicitors Name and Address if known:

Email:

Tel:

Please sign and date the declaration below:

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
Signature
Date

Signed on behalf of Simand Real Estate

Name:

Name
Signature
Date

Signature: Date

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Simand Real Estate

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 New Burlington House, 1075 Finchley Road, London, United Kingdom, NW11 0PU

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 New Burlington House, 1075 Finchley Road, London, United Kingdom, NW11 0PU or email support@simandrealestate.com

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.