

## Client

Please provide the names of all joint owners of the property. If the property is owned by a company, please provide the full name of the company, the company registration number, and the registered office address. This form must be signed by an authorized signatory.

## Full property address

## Contact address

### Home Tel

### Mobile

### Email

## Agency Type (Tick Box)

**Sole Selling Rights agency** 2.5% + VAT (3% inc VAT) 16 week minimum term

**Multiple agency** 3% + VAT (3.6% inc VAT)

## Tenure (Tick box)

**Freehold**

**Leasehold**

**Leasehold plus share of freehold**

## Leasehold Expiry Date

### Service Charge

### Year

### Ground rent

### Year

## Other

## Asking Price

I confirm that the above information is accurate and that I have read and understood the terms and conditions contained within this document (overleaf).

I understand that I may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days after the date upon which it was signed and confirm that I wish PropertyLoop to commence marketing the property immediately. I accept that in signing this document I am bound by its entire contents.

## Signed

## Name

## Date

For and on behalf of the seller

In accordance with the Estate Agents Act 1979, it is required that the terms of business and fees for estate agents are confirmed in writing. PropertyLoop Ltd's standard Terms of Business are outlined in this document. Any accompanying letter or additional communication may provide variations to these terms and further explain the calculation of fees, along with detailing other costs and charges. Both the accompanying letter and these Terms of Business should be read in conjunction and together form the Terms of Appointment.

In the event of any conflict between the terms outlined in the accompanying letter and this Agreement, the terms of the letter will prevail. To appoint PropertyLoop Ltd as your agent, you must sign and return a copy of the letter, thereby agreeing to our fees, costs, charges, and Terms of Business. In these Terms of Appointment, references to "we", "our", or "us" refer to PropertyLoop Ltd, and "you" refers to the client to whom the letter is addressed. The term "Appointment" pertains to our appointment as your agent under these Terms of Appointment. In these terms, singular terms include the plural and any gendered terms are inclusive of all genders. If we do not receive any objection from you within seven days of issuing these terms, they will be deemed accepted, and we will proceed with our services as outlined in this Agreement.

**During the first 12 weeks of our appointment, you agree to give PropertyLoop exclusivity, during which time you will not instruct another agent.**

### 1. Introduction and Definitions

1.1 Title: This document shall be referred to as the "Sales Agency Agreement" ("Agreement").

1.2 Parties: This Agreement is made between PropertyLoop Ltd, trading as PropertyLoop ("Agent"), a company registered in England and Wales under Registration No. 12250122 and VAT No. 334582986, with its registered office at 30 Churchill Place, Canary Wharf, London, E14 5EU, and the Client ("Client").

1.3 Scope: PropertyLoop Ltd will act as Selling Agents for the property specified by the Client in this Agreement, in accordance with the Estate Agents Act 1979 and the terms set forth below.

1.4 Definitions: For the purposes of this Agreement, the following terms shall have the meanings set out below:

- "Agent": Refers to PropertyLoop Ltd trading as PropertyLoop.
- "Client": The person or legal entity entering into this Agreement with the Agent.
- "Property": The real estate property which is the subject of the sale.
- "Sole Agency": An agreement where the Agent is the only agent authorized to sell the Property.
- "Multi-Agency": An agreement where the Client can appoint multiple agents to sell the Property.
- "Fees": The remuneration payable to the Agent for the services provided, as agreed in this Agreement.

1.5 Acceptance: The Client's signature on this Agreement indicates acceptance of the terms and conditions herein.

1.6 Compliance with Legislation: This Agreement is governed by and construed in accordance with the laws of England and Wales, particularly the Estate Agents Act 1979, the Consumer Protection from Unfair Trading Regulations 2008, the Business Protection from Misleading Marketing Regulations, and The Money Laundering Regulations 2007.

1.7 Amendments: Any variation or amendment to this Agreement shall not be effective unless it is in writing and signed by a duly authorized representative of PropertyLoop Ltd.

1.8 Interpretation: In this Agreement, unless the context otherwise requires, words imparting the singular shall include the plural and vice versa, and any gender includes all other genders.

### 2. Appointment and Authority

2.1 Appointment: The Client hereby appoints PropertyLoop Ltd as their agent to sell the Property on the terms set out in this Agreement. This appointment can be as a Sole Agency or a Multi-Agency arrangement, as agreed upon and specified in this Agreement.

2.2 Sole Agency: In a Sole Agency arrangement, PropertyLoop Ltd is the only agent with the authority to sell the Property during the term of this Agreement. The Client agrees not to engage any other agent to sell the Property during this period.

2.3 Multi-Agency: In a Multi-Agency arrangement, the Client retains the right to appoint other agents in addition to PropertyLoop Ltd to sell the Property.

2.4 Authority: PropertyLoop Ltd is granted full authority to carry out all necessary actions to market and sell the Property. This includes, but is not limited to, advertising, conducting viewings, negotiating with potential buyers, and handling offers.

2.5 Exclusivity Period: In the case of a Sole Agency arrangement, an exclusivity period shall apply as agreed upon in writing between the Client and PropertyLoop Ltd. During this period, the Client shall not engage any other agent or sell the Property privately.

2.6 Termination of Sole Agency: The Client may terminate the Sole Agency arrangement by giving written notice to PropertyLoop Ltd in accordance with the terms specified in the 'Duration and Termination' section of this Agreement.

2.7 Fees in Case of Breach: If the Client enters into an agreement to sell the Property with another agent or privately during the exclusivity period of a Sole Agency arrangement, PropertyLoop Ltd shall be entitled to its agreed fee as if the Property had been sold through PropertyLoop Ltd.

2.8 Client's Confirmation: The Client confirms their understanding and agreement to these terms by signing this Agreement.

### 3. Agent's Responsibilities

3.1 Marketing of the Property: PropertyLoop Ltd will undertake all reasonable efforts to market the Property effectively. This includes listing the Property on relevant property platforms, advertising, and conducting marketing campaigns to attract potential buyers.

3.2 Conducting Viewings: PropertyLoop Ltd will arrange and conduct viewings of the Property with potential buyers. All viewings will be carried out in a professional manner and in accordance with the Client's instructions.

3.3 Communication and Offers: PropertyLoop Ltd will promptly communicate all offers from potential buyers to the Client. The Agent will provide professional advice on the offers received and assist the Client in negotiations.

3.4 Compliance with Laws and Regulations: PropertyLoop Ltd will comply with all applicable laws and regulations governing the sale of property, including the Estate Agents Act 1979, Consumer Protection Regulations, and Money Laundering Regulations.

3.5 Due Diligence and Verification: The Agent will perform necessary due diligence in verifying the identity of potential buyers and will comply with all anti-money laundering regulations.

3.6 Sales Progression: Once an offer is accepted, PropertyLoop Ltd will facilitate the progression of the sale, liaising with solicitors, and ensuring all necessary documentation is in order for a smooth transaction.

3.7 Confidentiality and Data Protection: PropertyLoop Ltd will maintain the confidentiality of the Client's information and comply with data protection laws in handling personal data related to the sale.

3.8 Feedback and Reports: The Agent will provide regular feedback and reports to the Client regarding viewing feedback, market responses, and progress of the sale.

3.9 Best Interest: At all times, PropertyLoop Ltd will act in the best interest of the Client, ensuring that the Client's objectives in selling the Property are met.

### 4. Client's Responsibilities

4.1 Accurate Information: The Client is responsible for providing complete and accurate information regarding the Property, including its condition, ownership, and any material facts that may affect its value or saleability.

4.2 Disclosure of Defects: The Client must disclose any known defects or issues with the Property that may impact the sale or legal compliance.

4.3 Availability for Viewings: The Client agrees to make the Property available for viewings as agreed upon with PropertyLoop Ltd. This includes ensuring the Property is in a presentable condition for viewings.

4.4 Legal Compliance: The Client must ensure compliance with all relevant legal requirements, including but not limited to, obtaining an Energy Performance Certificate (EPC) prior to marketing the Property.

4.5 Title and Authority to Sell: The Client confirms that they have the legal title and authority to sell the Property and that there are no encumbrances or legal impediments to the sale.

4.6 Prompt Response: The Client agrees to provide timely responses to communications from PropertyLoop Ltd, especially in regard to offers and negotiations with potential buyers.

4.7 Financial Arrangements: The Client is responsible for ensuring that all financial arrangements, including any existing mortgages or loans against the Property, are disclosed and managed appropriately during the sale process.

4.8 Solicitor Engagement: The Client is responsible for engaging a solicitor to handle the legal aspects of the sale, and for providing PropertyLoop Ltd with the solicitor's contact details for communication purposes.

4.9 Cooperation with Agent: The Client agrees to cooperate fully with PropertyLoop Ltd in all aspects of the selling process, including providing access to the Property and necessary documentation as required.

### 5. Financial Terms

5.1 Fees: The Client agrees to pay PropertyLoop Ltd a fee for the sale of the Property. The fee will be:

- 2.5% of the sale price for a Sole Agency arrangement.
- 3% of the sale price for a Multi-Agency arrangement.

5.2 Fee Payment: Fees are due and payable upon the exchange of contracts for the sale of the Property. PropertyLoop Ltd will issue an invoice for the agreed fee, which shall be payable within 30 days of the invoice date.

5.3 VAT: All fees quoted are exclusive of Value Added Tax (VAT), and any VAT applicable will be charged at the current rate.

5.4 Additional Costs: Any additional costs or expenses incurred by PropertyLoop Ltd in connection with the sale of the Property, including advertising costs, must be pre-approved by the Client and will be invoiced separately.

5.5 No Sale, No Fee: If the Property is withdrawn from sale or the agreement is terminated by either party in accordance with the terms of this Agreement, and no sale is achieved, no fee will be payable to PropertyLoop Ltd.

5.6 Late Payment: Interest may be charged on any overdue amounts at the rate of 4% per annum above the Bank of England base rate, calculated on a daily basis from the due date until full payment is made.

5.7 Commission on Other Services: If PropertyLoop Ltd introduces the Client to any third-party service (e.g., solicitors, mortgage advisors) from which the Client decides to purchase additional services, PropertyLoop Ltd may receive a commission or referral fee from the third party.

## 6. Duration and Termination

6.1 Duration: This Agreement shall commence on the date of signing and, unless terminated earlier in accordance with these terms, shall continue until the Property is sold or until terminated by either party.

6.2 Termination by Client: The Client may terminate this Agreement at any time by giving PropertyLoop Ltd written notice. If the Agreement is terminated by the Client within an agreed minimum term, which shall be specified in the Agreement, the Client may be liable for a termination fee as set out in this Agreement.

6.3 Termination by PropertyLoop Ltd: PropertyLoop Ltd may terminate this Agreement at any time by giving written notice to the Client if:

- The Client breaches any term of this Agreement and fails to remedy the breach within a reasonable time after being notified to do so.
- Circumstances arise that materially affect PropertyLoop Ltd's ability to carry out its duties effectively.

6.4 Notice Period: Unless otherwise agreed in writing, either party may terminate this Agreement by giving the other party a minimum of 14 days' written notice.

6.5 Effect of Termination: Upon termination of this Agreement:

- The Client shall pay PropertyLoop Ltd any fees and expenses due up to the date of termination.
- PropertyLoop Ltd shall cease marketing the Property and cancel any scheduled viewings.
- Any clauses of this Agreement that, by their nature, should continue beyond the termination of the Agreement, shall remain in effect.

6.6 Post-Termination Fee: If, within a period of six months after the termination of this Agreement, the Property is sold to a buyer introduced by PropertyLoop Ltd during the term of the Agreement, the agreed fee shall become payable by the Client.

## 7. Compliance with Laws and Regulations

7.1 General Compliance: Both PropertyLoop Ltd and the Client agree to comply with all applicable laws and regulations in relation to the sale of the Property. This includes, but is not limited to, the Estate Agents Act 1979, the Consumer Protection from Unfair Trading Regulations 2008, the Business Protection from Misleading Marketing Regulations, and The Money Laundering Regulations 2007.

7.2 Energy Performance Certificate (EPC): The Client is responsible for ensuring that a valid Energy Performance Certificate (EPC) is available for the Property if required by law. PropertyLoop Ltd can assist in arranging for an EPC to be produced at the Client's cost.

7.3 Money Laundering Regulations: In compliance with the Money Laundering Regulations 2007, PropertyLoop Ltd is required to verify the identity of all new clients and will require the Client to provide necessary identity verification documents before proceeding with the sale.

7.4 Data Protection: Both parties agree to comply with all applicable data protection laws and regulations, including the General Data Protection Regulation (GDPR) and the Data Protection Act 2018, in the handling and processing of personal data obtained in relation to the sale of the Property.

7.5 Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it are governed by and construed in accordance with the laws of England and Wales.

7.6 Notification of Breaches: The Client must notify PropertyLoop Ltd immediately if they become aware of any breach of these laws and regulations in relation to the Property or the sale process.

## 8. Liability and Indemnity

8.1 Limitation of Liability: PropertyLoop Ltd's liability to the Client for any loss or damage of any nature arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees paid or payable under this Agreement.

8.2 Exclusion of Liability: PropertyLoop Ltd shall not be liable for any loss of profit, loss of business, business interruption, or loss of business opportunity. PropertyLoop Ltd is not responsible for any loss or damage that is not reasonably foreseeable.

8.3 Client indemnity: The Client shall indemnify and hold harmless PropertyLoop Ltd from and against all claims, costs, damages, liabilities, and expenses (including legal expenses) that may be incurred or suffered by PropertyLoop Ltd arising out of the Client's breach of any provisions of this Agreement, misrepresentation, or negligent actions.

8.4 Force Majeure: Neither party shall be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from or attributable to acts, events, omissions, or accidents beyond its reasonable control, including but not limited to strikes, lockouts, or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, or default of suppliers or subcontractors.

## 9. Data Protection and Confidentiality

9.1 Data Protection Compliance: Both PropertyLoop Ltd and the Client agree to comply with all applicable data protection laws and regulations, including the UK General Data Protection Regulation (GDPR), in the processing of personal data in connection with this Agreement.

9.2 Confidential Information: Any confidential information received from the other party shall be kept confidential and not disclosed to any third party except as may be reasonably necessary for the performance of this Agreement or as required by law.

9.3 Use of Personal Data: Personal data provided by the Client will be used by PropertyLoop Ltd solely for the purpose of fulfilling its obligations under this Agreement and will not be shared with third parties without the Client's explicit consent, except as required for legal or regulatory purposes.

9.4 Data Security: PropertyLoop Ltd shall take all reasonable steps to ensure the secure processing of personal data and to prevent unauthorized access, loss, destruction, or damage to such data.

9.5 Client's Rights: The Client has the right to request access to, correction of, or deletion of their personal data held by PropertyLoop Ltd. The Client also has the right to object to the processing of their data and to lodge a complaint with a data protection authority.

9.6 Retention of Data: Personal data shall be retained only for as long as necessary for the purposes set out in this Agreement or as required by law.

9.7 Breach Notification: In the event of a data breach, PropertyLoop Ltd shall promptly notify the Client and take all necessary steps to mitigate any potential harm.

## 10. Dispute Resolution and Jurisdiction

10.1 Dispute Resolution: In the event of any dispute arising out of or in connection with this Agreement, the parties shall first seek to resolve the dispute amicably through good faith negotiations.

10.2 Mediation: If the dispute cannot be resolved through negotiation within [specify period] days, the parties agree to attempt to settle it by mediation in accordance with the [specify mediation body] Rules, before resorting to litigation.

10.3 Litigation: If the dispute is not resolved through mediation, the parties shall be free to initiate formal legal proceedings.

10.4 Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

## 11. Miscellaneous Provisions

11.1 Amendments: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

11.2 Waiver: No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in relation to any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character.

11.3 Severability: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.4 Entire Agreement: This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

11.5 Notices: Any notices or other communications required or permitted hereunder shall be in writing and addressed to the relevant party at its primary business address or to such other address that such party may designate in writing. All notices shall be delivered by hand, sent by registered post, or via email.

11.6 Assignment: The Client shall not assign or transfer any of its rights or delegate any of its obligations under this Agreement without the prior written consent of PropertyLoop Ltd.

11.7 Force Majeure: Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control, including, without limitation, acts of God, governmental actions, war, or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

## 12. Signatures and Acknowledgements

12.1 Execution: This Agreement is executed as a deed and is legally binding upon the parties, their successors, and assigns when signed by both parties.

12.2 Acknowledgement of Terms: By signing this Agreement, each party acknowledges that they have read, understood, and agreed to the terms and conditions set forth herein.

12.3 Representation of Authority: Each party signing this Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Agreement. Each party warrants that this Agreement is valid, binding, and enforceable against them in accordance with its terms.

12.4 Effective Date: This Agreement shall become effective on the date of the last signature affixed hereto.

12.5 Copies and Counterparts: This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement. Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF or similar secure format) shall take effect as delivery of an executed counterpart of this Agreement.

12.6 Signatory Details: The parties shall provide their full names, titles, and contact details below their signatures for identification and future communication purposes.

We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the sale of your property to The Property Ombudsman if you or the applicant have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

**Notice of the Right to Cancel**

You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days after the date upon which it was signed. Notice of Cancellation MUST BE IN WRITING and should be delivered or sent by post to the Cancellations Department, PropertyLoop Ltd, [PropertyLoop's Address]; or by email to [cancellations@propertyloop.co.uk](mailto:cancellations@propertyloop.co.uk). Any Notice of Cancellation is deemed served on the day that it is delivered, posted, or sent.

**If you have given us your written agreement to market your property within the cancellation period, you may be required to pay our commission fees if we have introduced a purchaser to your property prior to your serving a Notice of Cancellation.**

**Notice of Cancellation**

If you wish to cancel this contract, you MUST DO SO IN WRITING and you may use this section to do so. Please ensure that it is delivered or sent by post to the address given above, or emailed to [cancellations@propertyloop.co.uk](mailto:cancellations@propertyloop.co.uk).

**I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our property (delete as appropriate) the address of which is:**

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We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the sale of your property to The Property Ombudsman if you or the applicant have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.