

Client: _____

Property Address: _____

Contact Address: _____

Daytime Tel: _____ Home Tel: _____

Mobile: _____ Other: _____

Email: _____

Agency Type:	<input type="checkbox"/>	OF Direct	Flat or House	Sole or Multiple Agency	£1000	+ VAT
	<input type="checkbox"/>	OF Plus	Flat	Sole Agency	£3000	+ VAT
	<input type="checkbox"/>	OF Plus	Flat	Multiple Agency	£4500	+ VAT
	<input type="checkbox"/>	OF Plus	House	Sole Agency	£6000	+ VAT
	<input type="checkbox"/>	OF Plus	House	Multiple Agency	£9000	+ VAT
	<input type="checkbox"/>	OF Premier	Flat	Sole Agency	£5000	+ VAT
	<input type="checkbox"/>	OF Premier	House	Sole Agency	£10000	+ VAT

If your property is within an area or building where For Sale/Sold boards are permitted and you choose not to display an OliverFinn and only an OliverFinn For Sale/Sold board we will add an additional 'Restricted marketing' fee of £1000 + VAT to the fees stated above.

Date of Instruction (Sole Agency is for a term of 8 weeks)

Agreed Asking Price £ Fixed fees are irrespective of the price achieved for the property

Tenure: Freehold
 Leasehold, expiry date + Share of Freehold

Current Outgoings: Service Charge £ or % Per Annum

Ground Rent £ or % Per Annum

Council Tax £ Band

Signed: _____
(For and behalf of seller)



Signed: _____
(For and on behalf of OliverFinn)

Name: _____

Name: _____

Date:

Office: _____

		OliverFinn are members of The Property Ombudsmen and abide by the TPO Code of Practice. You agree that we may disclose information relating to the sale or letting of your property to the Ombudsmen, if you have registered a complaint and he asks for it. You also agree that we may disclose your contact details to TPO Ltd if they ask for it, to assist in their monitoring of our compliance with the Code of Practice.
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This document confirms the identity and proof of address of our clients prior to commencement of providing services to the Client:

The Money Laundering Regulations 2003 require OliverFinn to verify the Client's identity prior to the commencement of providing services to the Client.

Please complete this document and attach both photographic ID and proof of address and then return to OliverFinn.

OliverFinn will retain a copy of these documents on its office file. In certain circumstances, OliverFinn are required by law to make disclosures to the National Criminal Intelligence Service of any evidence or suspicion of money laundering.

Client: _____

Property Address: _____

Contact Address: _____

Photographic ID:

Please indicate below which type of photographic ID you have enclosed. Please do not send original documents as OliverFinn will not accept responsibility for the loss of original documents.

- Photo Card Driving Licence
- Passport
- Other Official ID Card

Proof of Address:

Please indicate below which type of proof of address you have enclosed. Please do not send original documents as OliverFinn will not accept responsibility for the loss of original documents.

- Bank/Mortgage Statement
- Utility Bill
- Council Tax Demand

Declaration(s):

I/We have read and accept that OliverFinn are required by law to make disclosures to the National Criminal Intelligence Service of any evidence or suspicion of money laundering and hereby indemnify them to do so, and accordingly have included a photocopy of both photographic proof of ID and proof of my/our address with this signed document.

Signed: _____

(For and behalf of seller)

Name: _____

Date:



Sole Agency

Where OliverFinn act on your behalf as your sole agent by way of service OF Plus or OF Premier, you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged **with a purchaser introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period; or with a purchaser introduced by or offering via another agent during that period.** Sole agency instructions are subject to a minimum period of 8 weeks. Either party may terminate such a contract by giving two weeks notice in writing. Such notice cannot be served prior to the sixth week of instruction due to this minimum period.

Multiple Agency

Where OliverFinn is instructed by way of service OF Plus along with other agents, you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged **with a purchaser introduced by us; or with a purchaser to whose attention we brought the availability of the property.** A multiple agency instruction can be terminated at any time by either party giving two weeks notice in writing.

Fixed Fees

OliverFinn's fees are calculated as a fixed fee depending on the service selected. Fixed fees are irrespective of the price finally achieved for the property.

Restricted Marketing

If OliverFinn are instructed on the basis of OF Plus or OF Premier and your property is within an area or building where For Sale/Sold boards are legally permitted and you choose not to display an OliverFinn and only an OliverFinn For Sale/Sold board you will be subject to an additional 'Restricted marketing' fee of £1000 + VAT. OliverFinn will advise you by email that this additional fee is payable at the commencement of their instruction.

Duration and Responsibility of Fee liability to OliverFinn

OliverFinn will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser that OliverFinn has introduced within six months of the date OliverFinn's instruction ended. There may be a dual fee liability if:

- prior to instructing OliverFinn the seller remains contractually bound with another agent to sell the property on a sole agency, joint sole agency or sole selling rights basis; or
- the seller instructs another agent during OliverFinn's sole agency; or
- the seller agrees a sale with a purchaser using another agent when OliverFinn initially introduced the purchaser to the property

Time and Payment of Fees

OF Direct fees are payable prior to commencement of marketing.

OF Plus, OF Premier and Restricted Marketing fees become due and payable upon exchange of contracts. At the discretion of OliverFinn, fees may be paid out of completion monies. On your signing this document you are hereby authorising your lawyers to pay applicable OF Plus, OF Premier and Restricted marketing fees from the sales proceeds.

Service types and Restrictions

OF Direct	No restrictions on agency type or timescales
OF Plus	Sole or Multiple Agency for a minimum of 8 weeks
OF Premier	Sole Agency only for a minimum of 8 weeks

Connected Persons

As required by Section 21 of the Estate Agents Act 1979, unless specifically stated to yourselves in a separate letter, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify OliverFinn immediately.

Related Services

A purchaser may wish to instruct us about a related service. OliverFinn does offer such services to purchasers including the following:

- the sale or rental of this or another property
- the provision of financial services
- management of property
- recommendations for legal representation.

Contractual Commencement

OliverFinn will make every effort to receive signed Terms & Conditions from their clients prior to commencement of any fee generating activity.

In the event that OliverFinn have sent such documentation to be completed and the client/s have failed to complete and return the binding contract prior to receiving services from OliverFinn it is deemed that by OliverFinn commissioning any of the following with the clients knowledge the client has agreed to enter into the applicable contract without OliverFinn's receipt of signed documentation.

- potential purchaser visits (viewings); and/or
- professional photographers; and/or
- client approval or marketing material; and/or
- clients requesting or receiving viewing feedback; and/or
- entering into purchaser negotiations

Keys

OliverFinn's secure key tag system ensures that third parties cannot identify which property a set of keys belongs to, therefore in the event that keys are lost or unaccounted for, OliverFinn's liability is strictly limited to the cost of cutting a new set of keys. You are advised to contact your insurance providers to ensure you are suitably protected for key use by a third party.

Complaints Procedure

Should you have any problems with OliverFinn's service which you are unable to resolve with the negotiator involved you should write to the Branch Manager. This complaint will be acknowledged within three (3) working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within fifteen (15) working days. If you remain dissatisfied, you should write to the Managing Director. The same time limits will apply. Following the Managing Director's investigation, a written statement expressing OliverFinn's final view will be sent to you. This will include any offer made. This letter will confirm that you are entitled if dissatisfied to refer the matter to the Ombudsmen for a review.

Data Protection & Privacy Policy

OliverFinn is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. We will keep your personal information secure. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer. Please contact your local OliverFinn office to inform them if you do not wish to be contacted. This is your right under the Act and OliverFinn will respect your decision.

Disclosure

It is a requirement of this agreement that should an offer be agreed privately, or via another estate agent, the seller must disclose to OliverFinn the identity of the purchaser prior to exchange of contracts.

English Law

This agreement shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.

Entire Agreement and Variations

Each party confirms that these conditions constitute the entire agreement between the parties. Each party confirms that it has not relied upon any representation not recorded in this agreement inducing it to enter into this agreement. No variation of this agreement will be valid unless confirmed in writing by the Managing Director of OliverFinn.



Head Office:

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oliverfinn.com

