

christopher  
stokes



# Residential Sales & Marketing **Agreement**

SALES | LETTINGS | LAND & NEW HOMES | MORTGAGES

**CONFIRMATION OF INSTRUCTIONS AGREEMENT**

(In accordance with the Estate Agents Act 1979 and The Estate Agents (Provision of Information) Regulations 1991

**TERMS AND CONDITIONS OF BUSINESS**

**Important Notice**

This is a legal document. Please take time to read it carefully and ask any questions relating to the terms and conditions below before signing.

**THIS IS A SOLE SELLING RIGHTS AGREEMENT BETWEEN CHRISTOPHER STOKES (THE 'AGENTS') AND**

Beneficial Owner 1: <u>Alexandros Georgiou</u>	
Home Number:	Mobile: <u>07868716298</u>
Email: <u>a.georgiou@outlook.com</u>	
Address: <u>20 Bonney Grove,</u>	
Town: <u>Goffs Oak</u>	Postcode: <u>EN75LS</u>

Beneficial Owner 2: <u>Anisara Georgiou</u>	
Home Number:	Mobile: <u>07478815415</u>
Email: <u>apgeorgiou@outlook.com</u>	
Address: <u>20 Bonney Grove</u>	
Town: <u>Goffs Oak</u>	Postcode: <u>EN75LS</u>

Address Of Property Being Sold: <u>20 Bonney Grove,</u>	
Town: <u>Goffs Oak, Hertfordshire</u>	Postcode: <u>EN75LS</u>
Asking Price: Prefix (If Required) _____ £ <u>450,000</u>	

This agreement is for marketing the above property. This agreement appoints the Agents to market the Property for sale on the terms set out below agreed between the parties.

The Property will be marketed at an initial asking price of: (The asking price is not a valuation but a figure for marketing purposes).

**SOLE AGENCY**

We will act as your Sole Agent for a minimum Exclusive Period of <sup>8</sup>~~12~~ weeks and will continue thereafter unless you give us 28 days written notice after it has elapsed. No other Agent may be appointed, but if one is you will create a dual fee liability. Our fee will increase to our multi-agency rate. If we sell the property, we will be due a multi-agency fee, if they sell it we will still be due a sole-agency fee.

**MULTI AGENCY**

If you are appointing us as your multi-agent or the agency agreement has been changed to a multi-agent agreement, you will be liable to pay our fees, if unconditional contracts for the sale of the property are exchanged:

With a purchaser introduced by us, or with whom we had discussions or negotiations regarding the property, during the period of our multi agency agreement with you, or with a purchaser previously introduced by us during the period of our sole agency.

**AGENCY FEES**

Commission of 1.1% + VAT of the selling price as a sole agent or \_\_\_\_\_ + VAT as a multi agent will be charged by the Agents under the terms of this agreement. The fees based on us achieving the asking price above will be:

Sole Agency £ 4950 + VAT TOTAL (inc VAT) £ 5940

Multi Agency £ \_\_\_\_\_ TOTAL (inc VAT) £ \_\_\_\_\_

Please note should the final sale price be higher or lower than the asking price our commission will be correspondingly higher or lower and is subject to a minimum fee of £ \_\_\_\_\_ inc VAT.

Or

A fixed fee of \_\_\_\_\_ inc VAT will be charged by the Agents if earned under the terms of this agreement.

## TERMS & CONDITIONS

### OMBUDSMAN SCHEME

We are members of a property ombudsman scheme and follow their Code of Practice which is available at: [www.tpos.co.uk](http://www.tpos.co.uk)  
If you have a complaint, please discuss it with us. In the unlikely event that it cannot be resolved, the seller has the right of referral to an ombudsman.

### GENERAL DATA PROTECTION

In signing this agreement, you give consent for us to process your personal data noted in this agreement and transmit it in future messages for the purpose of managing the property. You additionally authorise us to communicate your personal data to third parties who are a necessary adjunct to the marketing process, such as, but not limited to; Signboard Contractors, Solicitors and Financial Service providers. You may withdraw your consent at any time and once our business relationship is at an end you may request the information be deleted.

### CONNECTED PERSONS

The law requires that we declare to prospective purchasers if you are related or connected in business to any member of staff in the Agency or any associated company. In signing this agreement, you agree to inform us of any such relationship.

### MARKETING/ASKING PRICE

The Marketing/Asking price does not represent a formal valuation of the property and may change during the term of the agency, but this will not affect the agreement itself.

### FOR SALE SIGN

Planning regulations permit the display of one advertisement, consisting of a single board or two boards joined back-to-back. Please note the sign will be erected by a subcontractor and in the unlikely event of a claim for damage they are responsible for it.

REQUIRED: YES  or NO  (Yes, unless specified otherwise).

### PROPERTY DESCRIPTION

Both the seller and Agent have a duty to ensure that any information provided about the property is accurate and not misleading. No information may be omitted which may impact a prospective buyer's transactional decision. You agree to check the sales particulars and notify us of any inaccuracies. You must also confirm any information provided by you is true and be able to supply documentary evidence to substantiate any claims made.

### COPYRIGHT

We retain the copyright to all advertising material used to market the property and reserve the right to use it for marketing initiatives.

### FINAL SELLING PRICE

The Final Sale Price includes the price the property is sold for, the value of the fixtures and fittings and any other fees or incentives, before discounts, agreed between the buyer and seller.

### OTHER SERVICES

We reserve the right to offer a range of other services to sellers and prospective purchasers from which we may derive commissions or fees.

### DEFINITION OF INTRODUCTION

For this specific Agreement, 'Introduction' means that we the Agent introduce a potential purchaser to you the Seller, both natural persons. We the Agent will be advertising and promoting the property through publicly available media, and signboard, at our expense and risk. Even if we, the Agents and our representatives are not physically present, and you and your property are identified by such published information or signboard, it is agreed that an 'Introduction' has been made by us. For the avoidance of doubt 'Introduction' does not mean that we will introduce the purchaser to the sale, but that we will introduce them to you and your property.

### DEFINITION OF READY, WILLING AND ABLE

A purchaser is a "ready, willing and able" purchaser if he is prepared and can exchange unconditional contracts for the purchase of your property.

### FEE ENTITLEMENT

The commission fee will be earned by us if we 'Introduce', see our definition above, directly or indirectly a person, to you, the seller, who goes on to contract to purchase the property during the period of the contract 1: For the avoidance of doubt, and to clarify the meaning of Sole Agency, we will have an entitlement to a fee if: the property is sold to a family member, neighbour, friend, acquaintance, colleague or property developer, including part exchange IF the 'Introduction' is effected by our promotion of the property even if we are not physically present 2: If our service is used as a Price Discovery method for the transfer of ownership between separating couples and one transfers ownership to the other 3: If the seller withdraws for any reason after contracts are exchanged.

### OFFERS

The Agents will promptly forward details in writing of all offers received from potential purchasers at any time up until contracts have been exchanged unless the offer is of an amount or type which the Client has specifically instructed the Agents in writing not to pass on. A written or computerised record of all offers received together with the date and time of such offers will be kept including the Client's response. This record will be available to the Client on request. In turn the Client must promptly inform the Agents of all enquiries or discussions which the Client may have with any prospective purchaser introduced by the Agents that are not made with the knowledge of the Agents.

### ONGOING FEE LIABILITY

If you or we discontinue this Agreement for any reason, you may have an ongoing fee liability to us. If your property is sold to a buyer first Introduced to you by us, because the original essence of the contract has been fulfilled - which is to find you a buyer - the following applies: 1: If the property is sold to a buyer who is re-introduced via any other Agent within six months, after discontinuance, a full fee is payable. If the introduction is more than six months after no fee is payable. 2: If your property is sold privately to a buyer first introduced to you by us within two years of discontinuance, a full fee is payable.

### INTERESTED PARTIES

If any individuals or parties have shown interest in purchasing the property prior to this agreement, privately or through another agent we will be entitled to our fees if we 'introduce' the buyers either directly or indirectly, e.g., after seeing a for sale board or identifying the property from published information on the internet. To avoid future disputes, it is therefore important that you tell us now. Even if you declare an 'interested party' it may be that the party has since lost interest. If we can revive that interest, we will be entitled to a commission.

### SETTLEMENT OF OUR FEE

**IF CHRISTOPHER STOKES ARE NOT IN RECEIPT OF PAYMENT WITHIN 10 DAYS OF THE GIVEN COMPLETION DATE, A 10% CHARGE WILL BE ADDED.**

### DUAL FEE WARNING

If you have instructed any other Agent to sell your property on a sole agency/sole selling rights basis, you may be liable to pay their fee as well as ours. Please note that if a multiple agency arises you may be liable to pay a higher fee and another fee.

**AUTHORISATION**

This is a legal document. Before signing and accepting the terms of this agreement please take the time to read it carefully, along with the Terms and Conditions overleaf. Where more than one person is responsible for the payment of our fees their liability is joint and several.

**AGENTS CHARGES**

The commission the Client pays to the Agents is based on the total value of the transaction. The amount charged will be either the percentage rate or the specified amount shown, subject to any minimum fee detailed above.

**AGENCY TERMS**

You will be liable to pay our fee, along with any other costs or charges agreed:(i) if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced to you by us or with whom we had negotiations about your property during our agency period. (ii) Or if a Sole Agency is selected, with a purchaser introduced by any other Agent. (iii) if we find a 'Ready, Willing and Able' purchaser and you subsequently withdraw, then a fee of £1500 + VAT will be payable within 7 days of the notification of your intention to withdraw your property for sale. Please note that this fee can be used against another sale within 18 months of payment.

In the unlikely event that a sale is agreed upon and then falls through, the inactive period will be a Marketing Hiatus. Our Exclusive Period will go on hold and resume when active marketing restarts.

**READY WILLING AND ABLE**

A purchaser is a ready willing and able purchaser if he is prepared and is able to exchange unconditional contracts for the purchase of your property. You will be liable to pay commission to the Agent, in addition to any other costs or charges agreed, if such a purchaser is introduced by the Agent in accordance with your instructions and this must be paid even if you subsequently withdraw unconditional contracts for sale are not exchanged, irrespective of your reasons.

**CLIENT AUTHORISATION**

I am entitled to sell the property and have read, understood and agree to the terms of this agreement. I confirm that to the best of my knowledge, the information regarding the property is accurate and that I have not withheld any materially significant information regarding the property The information provided may be used at the Agent's discretion in connection with the proposed sale of the property, released to any prospective purchaser and I hereby indemnify the Agent accordingly Should there be any changes I will notify the Agent in writing.

**INTERESTED PARTIES**

Have any individuals or parties shown interest in purchasing the property prior to this agreement, privately or through another agent? If so, you must send an email to sales@christopherstokes.co.uk within 48 hours of signing this agreement with a list of these parties.

**DEPOSIT**

We take our responsibility to move you safely very seriously; this is why we ask all Buyers to place a refundable Holding Deposit to confirm their commitment to you once their offer is accepted. Full details will be provided.

OPT OUT: YES  or NO

**ENERGY PERFORMANCE CERTIFICATES (EPC)**

The Client is required by current legislation to have an EPC or have commissioned and made an agreement to pay for an EPC before their property can be legally marketed. The Agents have access to Domestic Energy Assessors (DEA) who can supply/provide EPCs at a cost of £85 inc VAT.

REQUIRED: YES  or NO  on file

**MONEY LAUNDERING**

In accordance with The Money Laundering Regulations 2007, the agents are duty-bound to carry out due diligence on all Clients to confirm their identity. We use an electronic verification system, MoveButler, to verify Clients' identity that is not a credit check so it will have no effect on credit history. MoveButler may check the details you supply on any database to which they have access.

By signing this agreement, you agree for us to complete these checks at a cost of £28.80 (£24+VAT) per person which will be payable to MoveButler. A record of this search will be retained by the Agent.

**NOTICE OF THE RIGHT TO CANCEL**

Should you wish to cancel your agreement with us, you have the right to cancel within 14 days of signing the agreement. You will be liable to pay us £400 + VAT administration costs. Once this amount has been paid, the agreement will be cancelled with immediate effect.

Signature:	Signature:
Name:	Name:
Date: 01/05/2026	Date: 01/05/2026
Signed For And On Behalf of Christopher Stokes Estate Agents (the Agents)	
Name: 	Date: 01/05/2026