



## RAMPTON BASELEY TERMS OF BUSINESS

### DEFINITIONS

|  |   |
|--|---|
| <b>"Rampton Baseley"</b>                 | is the trading name of Rampton Baseley Bellevue Limited   |
| <b>"conditional contracts of sale"</b>   | means binding contracts of sale are exchanged with a purchaser with specified conditions or reservations entitling you or the purchaser to withdraw from the sale   |
| <b>"introduction"</b>                    | means a purchaser whose details are provided by us, or a sub-agent appointed by us, or obtained through our marketing resources and advertising whether or not we have had direct contact or dealings with them |
| <b>"joint agency"</b>                    | means that you will instruct us to market your property with one other estate agency to the exclusion of anyone else.   |
| <b>"multiple agency"</b>                 | means that you will instruct us to market your property with multiple other estate agencies   |
| <b>"remuneration"</b>                    | means our agreed fees (commission) together with any other costs or charges that we have incurred, or may incur, with your agreement  |
| <b>"sole agency"</b>                     | means where you have instructed us to market your property to the exclusion of anyone else.   |
| <b>"unconditional contracts of sale"</b> | means binding contracts of sale are exchanged with a purchaser with no conditions or reservations entitling you or the purchaser to withdraw from the sale  |
| <b>"we", "us", "our"</b>                 | means Rampton Baseley Bellevue Ltd  |
| <b>"writing", "written"</b>              | includes letters, faxes and emails  |
| <b>"you", "your"</b>                     | means our client  |

Unless the context requires otherwise, references in this Agreement to the singular includes the plural and vice versa and words importing a gender include every gender.

### OUR TERMS

#### 1. THESE TERMS

##### 1.1 What these terms cover.

These are the terms and conditions on which we supply services to you.

##### 1.2 Why you should read them.

Please read these terms carefully before you proceed to enter into an agency agreement with us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

#### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

## 2.1 Who we are.

We are Rampton Baseley Bellevue Limited a company registered in England and Wales. Our company registration number is 09706631 and our registered office is at 30 Bellevue Road, London, SW17 7EF. Our registered VAT number is 230824434.

## 2.2 How to contact us.

You can contact us by telephoning our customer service team at 020 3846 0999 or by writing to us at 30 Bellevue Road, London, SW17 7EF or email [wandsworthsales@ramptonbaseley.com](mailto:wandsworthsales@ramptonbaseley.com).

## 2.3 How we may contact you.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.

## KEY FEATURES

### 3. Basis of our instructions

Irrespective as to whether we are instructed on a sole agency, joint agency or multiple agency basis, you instruct us on the basis that we have sole selling rights of your property which will entitle us to charge our agreed fee together with any other costs or charges that we have incurred and which have been agreed with you beforehand. This applies even if the purchaser of your property is introduced by you during the term of our agency unless you have notified us and supplied details of this purchaser in advance of entering into this agreement.

### 4. Our fee structure

We base our fees on a percentage of the selling price of your property as a commission. You will be advised of that percentage by letter and such letter shall form part of the contract between us. This letter will also confirm the Agency basis of our instruction and for which the following terms apply:

**4.1 Sole Agency:** 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:-

- (1) with a purchaser introduced by us during the period of our sole agency; or
- (2) with a purchaser with whom we had negotiations about the property during that period; or
- (3) with a purchaser introduced by another agent or party during that period.

**4.2 Joint Agency** 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:-

- (1) with a purchaser introduced by us during the period of our joint agency; or
- (2) with a purchaser with whom we had negotiations about the property during that period.
- (3) with a purchaser who is introduced by any third party (who is not Rampton Baseley or the agreed Joint Agent)

**4.3 Multiple Agency** 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:-

- (1) with a purchaser introduced by us during the period of our multiple agency; or
- (2) with a purchaser with whom we had negotiations about the property during that period.

### 5. Payment of our fees

You become liable for payment of our fees and remuneration immediately upon unconditional contracts for the sale of your property are exchanged. Payment of our fees and remuneration is to be made, if not before, upon completion of the sale directly from the proceeds of sale of your property. By signing this agreement, you agree to irrevocably instruct your solicitors or licensed conveyancers to pay us all sums properly due to us from the completion monies within five working days of the contractual completion date, even if completion does not take place for whatever reason. Where there is a conditional exchange of contract for the sale of your property, our agreed fees and remuneration become immediately payable in full upon the purchaser withdrawing by reason of an act, omission or default on your part. By signing these terms and conditions, you are obliged to inform us immediately you become aware of any circumstances which might result in the proceeds of sale being insufficient to pay our fees, costs and charges in full, for whatever reason. Should payment of our fees not be made in accordance with the terms of this contract, we reserve the right to pass the matter to our preferred debt managers, the cost of which will be added to the debt along with interest at the rate of 5% above the bank base rate, plus solicitors' costs, Court costs and any other reasonable costs in recovery of the debt.

### 6. Termination or change of instructions

Our instructions may be terminated or changed from sole agency to joint agency or joint sole agency or multiple agency upon two weeks written notice delivered to our registered office. However, you may retain an ongoing liability to pay our fees and remuneration even after you have terminated our agreement if unconditional contracts for the sale of your

property are exchanged with a purchaser introduced by us during the period of our agency or with whom we had negotiations about the property during that period.

#### **7. Right to Cancel**

You have the right to cancel this contract if you wish. This right can be exercised by delivering, or sending notice to Rampton Baseley at any time within the period of 14 days starting with the date of signing this contract. The notice of cancellation is deemed to be served as soon as it is posted or sent, or in the case of electronic communication from the day it is sent, to our registered office. If work on the marketing and sale of your property has begun, with your written agreement, before the end of the cancellation period, you may be required to pay for any services supplied and costs incurred by us during this period.

### **8. OUR CONTRACT WITH YOU**

#### **8.1 How we will accept your instruction**

Our acceptance of your instruction will take place when we write to you to accept it, at which point a contract will come into existence between you and us.

#### **8.2 If we cannot accept your instructions**

If we are unable to accept your instruction, we will inform you of this in writing and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the services.

### **9. PROVIDING THE SERVICES**

#### **9.1 When we will provide the services**

We will supply the services to you from the date we accept your instruction until we have completed the services or until either you end the contract for the services as described in Clause 6 or we end the contract by written notice to you.

#### **9.2 We are not responsible for delays outside our control**

If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

#### **9.3 If you do not allow us access to provide services**

If you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract with you.

#### **9.4 What will happen if you do not provide required information to us**

We will need certain information from you so that we can provide the services to you. We will contact you in writing to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

#### **9.5 Sub-Agency**

Where we consider it in your best interests in achieving a sale of your property we may (with your prior approval) appoint a sub-agent on your behalf. This will not involve you in any additional fees or costs and we will be liable for such sub-agent's commission. Your obligations to us for payment of our fees and costs will remain.

#### **9.6 Energy Performance Certificate (EPC)**

An EPC is a certificate, issued by an assessor, which shows information about the energy efficiency of your property. Under the Energy Performance of Buildings (England and Wales) Regulations 2012 you are required to provide an EPC in order to market your property for sale. If you do not have a valid EPC we can arrange for an assessment which will confirm the current rating for your property; recommendations for cost effective improvements; and Green Deal information, together with general information about your property. The EPC will be registered on the EPC Register currently operated by Landmark Information Group on behalf of the government. We will confirm to you the costs of obtaining and registering an EPC should you require one.

#### **9.7 Consumer Protection from Unfair Trading Regulations 2008 and Sales Particulars**

The Consumer Protection from Unfair Trading Regulations 2008 apply to the marketing and sale of your property. We are prohibited by law from making false or misleading statements, whether written, verbal or photographic, about your property or matters relating to its sale; or to providing an overall impression that deceives, or is likely to deceive, a

purchaser. We must provide sufficient information for a purchaser to make an informed decision about your property. We will undertake due diligence when preparing sales particulars and all marketing and advertising materials and will provide to you draft sales particulars prior to any marketing or advertising of your property. You will be required to confirm that the sales particulars are factually accurate in all respects and you must inform us immediately if you are aware of any inaccuracy in our sales particulars or advertising material, press releases or any other material that we produce concerning your property. The duty to inform us of any inaccuracy is ongoing and continues throughout the marketing and sale of your property until completion of your sale.

#### **9.8 Reasons we may have to suspend the services**

We may have to suspend the services to;

- (a) deal with technical problems or make minor technical changes;
- (b) update the services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the services as requested by you or notified by us to you (see Clause 4).

#### **9.9 Your rights if we suspend the services**

We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a period of more than two weeks and we will refund any sums you have paid in advance for services not provided to you.

### **10. IF THERE IS A PROBLEM WITH THE SERVICES**

#### **10.1 How to tell us about problems**

If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our consumer service team at 020 3846 0999 or by writing to us at 30 Bellevue Road, London, SW17 7EF or email [wandsworthsales@ramptonbaseley.com](mailto:wandsworthsales@ramptonbaseley.com). Alternatively, please speak to one of our staff in-store.

#### **10.2 Summary of your legal rights**

For information and details of your key legal rights under the Consumer Credit Act 2015 in relation to the services provided, please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05

#### **10.3 The Property Ombudsman (TPO)**

We are a member of The Property Ombudsman, which provides a free, impartial and independent service for the resolution of unresolved disputes between consumers and property agents. Further information can be found on the TPO website [www.tpos.co.uk](http://www.tpos.co.uk)

### **11. HOW WE MAY USE YOUR PERSONAL INFORMATION**

#### **11.1 How we will use your personal information**

We will use the personal information you provide to us to:

Provide the services; sell your property, advertise your property, process the purchase of the property you have agreed on, process the tenancy of the property you have agreed to rent and for further marketing purposes.

You can tell us at any time that you would prefer that we do not use your information, please contact us on 020 3846 099 or at [wandsworthsales@ramptonbaseley.com](mailto:wandsworthsales@ramptonbaseley.com). Further details can be found on our website <https://www.ramptonbaseley.com/privacy-policy-2>

**11.2** We will only give your personal information to third parties where the law requires us to do so.

**11.3** All our data handling practices are fully GDPR compliant in accordance with the law, as of the 25.05.2018

### **12. OTHER IMPORTANT TERMS**

#### **12.1 Personal interests**

We are obliged to disclose to you any personal interest which we or any person connected with us, including our employees, agents and their family members, might have in the sale of your property or in its acquisition and you will be notified of such personal interest in writing immediately upon us becoming aware of the same.

#### **12.2 Interest on late payment of our fees and remuneration**

We reserve the right to charge interest on all costs fees and expenses due to us at the rates and terms currently in force in the Late Payment of Commercial Debts (Interest) Act 1998 and any subsequent legislation amending or replacing this Act.

#### **12.3 Value Added Tax**

All fees, costs and charges and other payments of any nature that may be due to us are subject to VAT at the rate prevailing.

**12.4 Private arrangements**

By signing these terms of business, you agree to notify us immediately of any private approach or offer made to you during our agency, whether sole, joint agency or multiple agency, so that negotiations with any such purchaser may be undertaken through us. You may be liable to pay fees and remuneration to us under the terms of this agreement for any such purchaser should they proceed to exchange conditional or unconditional contracts of sale for the purchase of your property.

**12.5 Money laundering**

We are obliged to comply with all anti-money laundering legislation and regulations in force from time to time which include a requirement that we verify the identity of all clients who enter into an agreement with us.

**12.6 If a court finds part of this contract illegal, the rest will continue in force**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**12.7 Nobody else has any rights under this contract**

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**12.8 Which laws apply to this contract and where you may bring legal proceedings**

These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

**12.9 Entire Agreement**

You agree these terms of business constitute the entire agreement between you and us and that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Rampton Baseley which is not set out in these terms of business.

**By signing a copy of these terms of business, you confirm and warrant that you are the owner of the property and that you are entitled to instruct us to act on your behalf in its sale. You also confirm your instructions as our client and become personally liable to pay our commission. Where the property to be sold is jointly owned, all joint owners are required to sign these terms of business and each shall be jointly and severally liable for payment of all fees charges and costs due to us.**

I/ we confirm that I/ we have read and agree the above terms of Business

Signed: ..... (the client) .....Signed:(the client)

Name:..... (the client)..... Name:(the client)

Property Address .....(the client)

Dated: ..... (the client)

Signed: ..... (for and on behalf of Rampton Baseley)

Name: Rupert Nicholson .....(for and on behalf of Rampton Baseley)

Dated: ..... (for and on behalf of Rampton Baseley)

