

This guide highlights the most important matters to be considered and to be aware of when entering into an agreement with an estate agent to sell a property.

There may be several different people with whom you will have contact during the sale of your property, each with different responsibilities. They are:

- **The Estate Agent** – he works for you as your agent and will market your property. He will show people around your house (unless you have agreed otherwise), advise you of any offers received and notify your legal representatives when you have accepted an offer and wish to proceed with the sale. The agent has no control over the legal process but will generally assist in checking on the progress of the purchase and, if agreed, in handing keys over on completion of the sale.
- **The Energy Assessor** – he will draw up the Energy Performance Certificate which you are required to have by law before marketing your house.
- **The Surveyor/Valuer** – he will be engaged by the prospective buyer or their mortgage provider. His report is private to the buyer and may not be disclosed to you.
- **The Legal Representative** – will be either a Licensed Conveyancer or a Solicitor and will work for you to progress the formalities of the sale and agree with you the potential dates for exchanging contracts and for completion.

When dealing with an agent you should ensure that:

- You understand the basis of the agency being offered and how the commission fee will be charged. This might be:
 - Sole agency – the agent will be entitled to a fee if contracts are exchanged with someone they introduced to the purchase.
 - Sole selling rights – the agent will be entitled to a fee if contracts are exchanged with someone who they have introduced or was introduced by another agent or was introduced to the purchase by yourself during the agency period.
 - Multi agency – where you have instructed multiple agents to market your property and agreed that the agent who introduces the buyer to the purchase will be the one who is entitled to the fee. Note that multi agency fees are generally higher than for a sole agency.
 - Ready, willing and able – the agent will be entitled to a fee if they introduce someone is demonstrably ready, willing and able to purchase your property (even if an exchange of contracts does not occur).
- You are clear how the commission fee will be calculated – whether it is based on a percentage of the eventual sale price, the initial asking price or is at a set amount and whether there is a minimum fee level.
- You are aware of and agree to any fees the agent intends to charge the buyer, or potential buyers.
- You are aware how long the agreement runs for, how you can terminate it, what period of notice is required and whether any termination or marketing fees apply. Note that you can terminate an agreement by giving proper notice at the end of the initial marketing period.
- You understand any continuing liability you may have to the agent for a fee if you do terminate the agreement.
- You agree the options open to you regarding the preparation of the Energy Performance Certificate (who will supply it and the cost).
- You agree arrangements about 'For Sale' boards and viewings – will these be conducted by the agent or do you intend to conduct some or all of the viewings.
- You understand that you when you sign the agency agreement you are entering into a legally binding contract under which you may be liable for fees.
- You have read and understood the terms of the agency agreement and the commitments you have entered into. Do not feel pressured into simply signing it and be aware that if you sign the document in your home or at your place of work you are entitled to cancel it within 14 calendar days.
- You receive copies of all relevant documents such as the agency agreement, any follow up or amended of terms of business and the final sales particulars after you have approved them in draft form.
- Important information is confirmed in writing – such as acceptance of an offer and any conditions attached to it, any changes to the agency agreement or notice of termination / cancellation of contract.
- You ask the agent which Code of Practice (if any) they have committed to follow and request a copy of that Code.

The Property Ombudsman Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP

Consumer Enquiries Tel: 01722 333 306 Fax: 01722 332 296
Membership Enquiries Tel: 01722 335 458 Email: admin@tpos.co.uk Website: www.tpos.co.uk

