



AA PROPERTY SERVICES UK LTD

ESTATE AGENTS, PROPERTY MANAGEMENT & DEVELOPMENT

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May 2025

Terms of Business

This Agreement contains the Terms and Conditions of Business agreed between **NAME** (the Client) and **AA PROPERTY SERVICES UK LTD**.

By signing this Agreement you accept the terms set out in this document which will be binding on you.

Particulars

Seller(s):

Property to be sold:

Contact Address:

Telephone Home:

Telephone Businesses:

Mobile: _____ Email Address:

The Property

Tenure:

Annual Service Charge TBC & Ground Rent: TBC

Freeholder:

Managing Agent (if applicable): TBC

The property will be offered for sale at a minimum price of £??? by AA Property Services UK Ltd on the following agency basis, (however any offers will be put forward for consideration):-,

Service Information

1. We trade as a Limited company registered at 392 Finchley Road, London NW2 2HR (Registered Number 4085615)
2. Our VAT number is 863355902
3. We are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk): N01239.

We are members of the Association of Residential Lettings Agent/National Association of Estate Agents and subscribe to the code of conduct of these organizations.

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-

- i) with a buyer introduced by us during the period of our agency.
- ii) with a buyer whom we have negotiations about the property during that period.

This agency will continue until the property is sold or the expiry of ninety days' notice given by either party to the other in writing. Minimum term for sole agency is up to ???

Sub Agents

In order to maximize opportunities to market and sell your property we will instruct other agents if we think it opportune to do so. We will pay a proportion of the fees agreed depending upon the instructions given to us if the other agents are successful in obtaining a sale.

Commission

Our commission for sole agency will be calculated at 2.5% + VAT of the contract selling price

Initials_____

By signing this Agreement we are hereby authorized by you to submit our invoice to your Solicitors or Licensed Conveyancers following exchange of contracts, for payment immediately on the completion date. In the event that payment in full is not received by us within 7 days of the due date, you will pay us interest at the rate of the higher of 8% per annum and the prevailing County Court rate at the time on all outstanding sums from the due date until payment.

By signing this Agreement you confirm that you authorize and instruct the Solicitors or Licensed Conveyancers acting on your behalf on the sale of the property to pay the agreed commission plus VAT upon completion or within thirty days of exchange whichever is the earlier. If the rate of VAT should change, the rate charged will be that applicable on the date of the invoice.

If the property is part-exchanged with other premises our fees will be calculated on the full market value of the property with vacant possession on the day that the exchange takes place.

If a sale is agreed and contracts are exchanged for an unconditional sale of the property due to an introduction of a buyer through our website or any other internet site our fees will become due upon exchange of contracts and payable upon completion. If more than one person signs this Agreement liability for payment of our fees will be joint and several which means that we may apply to either person to pay the full sum owing in fees, costs and any agreed expenses.

Existing Prospective Purchasers

Do you currently have any person who has shown an interest in purchasing this property?

Yes No

If yes, please provide details on the reverse of this sheet now. We shall not be entitled to a commission if this or any of these persons purchase your property from you, unless we have negotiations with the person(s) ourselves, in any way connected to your property.

Property Misdescription Act 1991

It is criminal offence for estate agents to make inaccurate or misleading statements or representations about premises which are currently for sale either orally or in writing. We must ensure that statements are accurate and factually correct whether in the particulars for sale, advertising, marketing, press releases, website details, or any other method of communication. This includes making statements that might give the wrong impression about your property, or omitting facts such as access, or noise from road traffic. We will send you two sets of particulars for your property. To avoid any misunderstandings, we will require you to sign one copy of the property details with any necessary amendments and return it to us. We will not be able to send out the property details until you have signed and returned one of your copies. When signing the details you are also confirming to us that all fixtures and fittings included with the property are in full working order. If that is incorrect you must inform us in writing. If during the marketing of your property the approved particulars become incorrect due to alterations or for any other reason you must notify us immediately.

Other Legislation

We comply with all current legislation and do not discriminate against any person on account of their gender, race or disability. We comply with all current discrimination legislation.

This contract will not give any rights to any third party, unless specifically expressed and agreed in writing.

Uses of Information

We comply with the **Data Protection Act 1998** and take all reasonable steps to prevent any unauthorized access to personal information. The information held by us is confidential and will only be used for the following reasons:

- To offer products and services or to disclose information obtained from you to carefully selected companies with whom AA Property Service UK Ltd is connected to enable them to notify you of products and services that may be of interest;
- To disclose details of your property in marketing literature if we, or any sub-agent instructed on our behalf, successfully arranges the sale of your property;
- To refer your details to a debt collection agency or legal adviser if our commission, expenses and other agreed costs are unpaid 14 days after legal completion;
- To comply with statute, regulation or regulatory body;
- To comply with a request from a government or law enforcement agency

- To provide personal details to utility suppliers and the local authority upon completion unless requested not to do so by you in writing.

If you wish your property details to be used in our advertising literature after completion of sale, you must write to us at the address below.

Initials _____

Information which you have supplied for this Agreement may be retained on computer and used by the Agent or any associated companies for direct marketing purposes.

If you prefer NOT to receive such mailing. Please tick this box

Disclosure of Personal Interest

The Estate Agents Act 1979 requires that we declare to prospective purchasers if you or any of your relations work for, or are associated in business with Hiscox Underwriting Limited or any of its employees.

Are you aware of any such relationship? Yes No

The nature of the relationship is:-

The Property Ombudsman (TPO)

We are certain you will be satisfied with our service but if you have any concerns we operate a formal complaints procedure. We are a member of the TPO. Abide by its Code of Practice, and cooperate with and accept any decision of the Ombudsman in any investigation.

You hereby confirm your agreement that we can provide any information relating to the sale of your property and how you can be contacted if the Ombudsman asks us to do so. Details are available upon request.

Estate Agency Services

We intend to offer prospective purchasers our full range of services as follows — valuations, surveys, estate agency, Convincing, mortgage and financial services and preparation of an EPC either directly or indirectly through associated firms for which a commission or fee may be earned by us.

We may earn interest or commission for services offered to you while acting on your behalf. Any monies received will be retained by us and will not be off-set against any fees. Commission or other charges that are payable by you.

EPC

Energy Performance Certificates. All domestic and commercial buildings in the UK available to buy or rent **must have an Energy Performance Certificate (EPC)**. If you own a home, getting an energy performance survey done could help you identify ways to save money on your energy bills and improve the comfort of your home.

AA property Services can provide an EPC and Floorplan for £225.00 +VAT

For Sale Boards

We are hereby authorised by you to erect a For Sale board at your property. To ensure compliance with the Town and County Planning (Control of Advertisements) Regulations 1987, you agree not to allow the display of any other Estate Agent's board whilst our AA Property Services UK Ltd board is displayed. You also authorise us to arrange the removal of any other Agent's board currently or subsequently displayed without our consent at your property. If there is a current board from another agent displayed at the property you must arrange removal before the AA Property Services UK Ltd Board can be displayed. You must inform us in writing if current bye-laws or any restrictions placed on your property forbid the erection of a board.

Direct Approaches &. Your Personal Safety

We will always inform you of an appointment for any prospective buyer to view your property. If at any time you are approached directly by any person, who has been introduced by us to your property directly or indirectly as a result of our promotion of it, you should inform us immediately and not allow access at that time to that person unless we have contacted you and arranged a mutually convenient appointment. If not we will endeavor to check that person is genuine and arrange an appointment if a viewing is required by that person. Our promotion includes advertising. Our agency board, our brochures and websites and verbal advice and information given to any person.

Variation of Terms

Any variation of these Terms and of the Agreement will only be valid if confirmed by both parties in writing and signed by a director of

AA Property Services UK LTD.

Assignment

We may assign the rights and obligations under the Agreement providing the rights of the seller are not affected. Acts of Third Parties We are not responsible or liable for the acts, omissions or failures of third parties unless it is due to the negligence or breach of contract or omissions AA Property Services UK Ltd or their employees. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

Initials _____

Jurisdiction and Service

These terms of the Agreement will be governed by the laws in England and Wales.

Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.

The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays: or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later. Which excludes Saturdays. Sundays and Bank Holidays. The address for service for the Seller will be the contact address specified in this Agreement and the address for service for us will be 392 Finchley Road, London, NW2 2HR.

Money Laundering

The Money Laundering Regulations 2007 require us to obtain proof of identity and residence in the form of a passport and a utility bill addressed to you at your current address in the last 3 months prior to marketing the property on your behalf. You can either send us original documents which will be copied and then returned to you or copies of the documents which have been certified by a solicitor as genuine.

Current legislation may also require us to make a disclosure of information about you to the relevant government authorities or agencies if certain circumstances arise. We cannot advise you of any request made or inform you of this disclosure.

Ownership

By signing this Agreement you confirm that you are a sole or joint owner of the above property and you confirm that you are authorized by any co-owner(s) to instruct us to sell the property and to give us instructions in order to progress a sale,

Definitions

"Client" "seller" "you" or "yours" means the person or legal entity named in the Particulars at the top of the Agreement or their successors in title.

"AA Property Services UK Ltd" "Agent" "us" "our" or "we" means AA Property Services UK Ltd which is a limited company, registered number (4085615) and the registered office is (392 Finchley Road, London NW2 2HR, or their assignees or successors in title.

"Property" means the property the address of which is shown in the Particulars.

"Agreement" means the Terms of Business agreed and signed between you and us.

"Terms and Conditions" means the contents of this Agreement which have been signed by both parties.

"Joint and several" means that where the Client terms more than one person or entity then each party will be liable for all commission costs and other outgoings incurred by AA Property Services UK Ltd and as the Client they will be jointly liable for all commission costs and other outgoings incurred by AA Property Services UK Ltd.

"Term" means the period of our appointment that begins on the date you sign this Agreement and will continue until termination by either party by not less than fourteen days written notice.

in this Agreement the masculine includes the feminine and the singular includes the plural.

"EPC" means an Energy Performance Certificate which must have been commissioned (if not already available) before marketing of the property commences. An EPC has been commissioned when a Domestic Energy Assessment has been instructed to prepare the EPC and the EPC has either been paid for or there has been given a clear undertaking to pay for it.

"withdrawal fee" means the fee inclusive of VAT which becomes payable if you withdraw our instructions to market the property for any reason including any allegation of fault or negligence on our part or the property is sold in any circumstances that do not entitle us to a fee. This does not affect your rights to withdraw or withhold payment where you think we have failed in our responsibilities and obligations to you under this Agreement.

Initials _____

Authority

We the undersigned hereby confirm that I/we am/are the owner /joint owners of the property or the legal representative of the legal owner and have the authority to sign this agreement on behalf of all joint owner/s. and have received a copy of these Terms of Business.

The owner(s) is:

Signed: _____ Date: _____

(Print Full Names): Abdul Atta

Signed for and on behalf of AA Property Services UK LTD

Date: _____

Do not sign this agreement unless you agree to the terms above.

(AA Property Services UK Ltd) (392 Finchley Road, London, NW2 2HR)

Copy: Vendor Solicitor File

Initials _____

Schedule 1

