



Sales Terms of Business

Marketing Agreement | Property Description | Client Identity | Terms and Conditions

By completing this form, you are instructing SPACE to market your property.

Sole Agency Fee 1.2% inclusive of VAT (1% plus VAT)
Multi Agency Fee 2.4% inclusive of VAT (2% plus VAT)

We must not commence the marketing of a property until we are satisfied, we have the Owners authority and the Terms of Business have been agreed. These Terms of Business pertain to all properties owned by you and instructed by you for SPACE to market. We must hold a satisfactory letter of authority from the Owner for each property. In addition to the signed Terms, please provide an email for each property. ‘I/We the Owner / Vendor authorise SPACE to market the property, the address is ...’

Owner / Vendor Information

Company Name:	
Contact Name:	
Contact Number:	
Contact Email:	
Sellers Name:	
Sellers Address:	
Sellers Phone:	
Sellers Email:	
Bank Name:	
Sort Code:	
Account Number:	

Connected Persons and Personal Interests:
Are you aware of any relationship?

The law requires that we declare to prospective purchasers if you are related or connected in business to any member of the Team at SPACE, the Agency or any associated company.

Yes:	No:
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Sellers Politically exposed person declaration:
(PEP)

Domestic or foreign PEP’s are individuals who are or have been entrusted with prominent public functions, for example Heads of States or of Government, Senior Politicians, Senior Government, Judicial or Military Officials, Senior Executives of State-owned corporations, Important Political Officials.
A family member or close associate of any above.

Yes:	No:
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SPACE Acquisitions Ltd. Reg. 11368582
Enterprise Hub, 259 Oakleigh Road North London N20 0DG
vat reg number 371 5553 91



Address of The Property For-Sale

Property Address:	
Sales Price:	
Sole-Agency: Fee: 1% plus vat	I am happy to instruct SPACE on a sole-agency service 1.2% inclusive of VAT
Multi-Agency: Fee: 2% plus vat	I am happy to instruct SPACE on a multi-agency service 2.4% inclusive of VAT

Sellers Legal Representative

Company:	
Contact:	
Address:	
Phone:	
Email:	

Interested Parties

Have any individuals or parties shown interest in purchasing the property prior to this agreement, privately or through another agent? Please list below or email info@space-acq.com

Date of Viewing	Name	Phone	Email

SPACE reserves the right to request the co-operation of fellow agents to assist in marketing the property at no additional cost to the Seller.

SPACE is a member of TPO (The Property Ombudsman) and TSI (Approved Code Trading Standards UK) we follow their Code of Practice, which is available at www.tpos.co.uk. In the event that you have a complaint please discuss it with the Director, Edward Gray. In the unlikely event that it cannot be resolved the seller has the right to referral to TPO. Please see our complaints procedure on our website at the foot of the home page.

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Terms:

By approving this document, you, the Owner / Vendor of the Property will be liable to pay our fee, 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 SPACE during our agency period, or with whom we have had negotiations about your property.

Immediate Start, Withdrawal Charges and Termination:

0-14 days from instruction on any agency type. If you have instructed us to commence marketing immediately and then cancel the contract within the first 14 days (if the 'cooling off period' cancellation rules are applicable) you will be liable to a withdrawal fee of £200.00. This would also include commission if a buyer introduced by us during this period goes on to purchase your property, as explained under fee entitlement. From day 15 of the instruction with Sole Agency, you can cancel the contract after the exclusive period has elapsed, with no penalty, by giving 14 days' notice. From day 15 of instruction on a multi-Agency, you can cancel the contract with no penalty by giving 14 days' notice. Giving Notice: Please email info@space-acq.com 'I hereby give notice that I/We wish to cancel my/our contract, this is the 14 days required notice'. Please provide your name and property address in the subject line.

Sole Agency

We will act as your Sole Agent for a minimum period of 12 weeks and will continue thereafter unless either party gives 14 days written notice. If any other Agent is appointed during this time, you will create a dual fee liability and our fee will increase to our Multi Agency Rate if we sell the property. If the other Agency sells the property in this exclusive time, we will be due a multi-Agency Fee.

Multi Agency:

We will act as your Agent until either party gives 14 days written notice. If we introduce the buyer before or during our notice, we are entitled to our fee. Please note; if the property is sold by you to a buyer that we have introduced at any time, even post our notice, we are entitled to our fee.

Agency Rate:

Our fees are shown as a percentage, total sale * % = VAT is applicable.

Fee Entitlement:

If we introduce, directly or indirectly, a person who makes contact to purchase the property during the period of the contract we will earn the commission fee. We have specific entitlement to a fee if: The property is sold whilst SPACE is instructed; to a family member, friend, acquaintance, or colleague; one of the owners share (eg. as part of a separation agreement); The property is sold to a Property Developer; The Property is part exchanged, The Property is sold at auction, or is repossessed, If the Seller withdraws for any reason after contracts are exchanged. We will have a commission fee entitlement, if you terminate our agreement and then sell your property to a buyer introduced by us within six months of the date our agreement ends.

Payment:

Our fees must be discharged without deductions by the solicitor or conveyance on the date set for completion of the sale, and by signing this agreement you hereby irrevocably authorise the solicitor or conveyance to do so. Should your account not be paid within seven days of completion, any discount will become void, and our normal fee of 2.4% inclusive of VAT (2% plus VAT) will apply. Interest will also be added at a rate of 3% pcm above clearing Bank base rate from the date of completion.



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Dual Fee Warning:

If you have instructed another Agent to sell your property on a Sole Agency/Sole Selling rights bases, 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. 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.

Customised Marketing Plan:

Should you require additional marketing services arranged by SPACE, such as Professional Photography, 3D Virtual Tour, 4K Virtual Tour, Video, Drone Video, Brochure in Print or other valuable Marketing materials, SPACE will request you to pay for the cost upfront on instruction.

Interested Parties:

If any individuals or parties have shown an interest in purchasing the property prior to this agreement, privately or through another Agent we will generally be entitled to our fees if we 'introduce' the buyers either directly or indirectly, eg. Seeing a 'For-Sale' board or identifying the property from published information on the Internet or SPACE marketing print material. To avoid disputes, it is therefore important that you tell us now. If you declare an interested party it may be that the party has since lost interest, we will be entitled to commission if it transpires, we were the 'effective cause of sale'. Only on your request, shall we contact the interested party and attempt to re-ignite their interest.

Special Arrangements:

Alarm Code: Please provide your alarm code. This will be kept secure and will only be given to the agent showing the property. Key Number: We will tag your keys with a secure, unique number; the number will be assigned to the property and noted on our secure system.

For Sale Board/Sign:

We recommend a For-Sale Board as people are looking to move in a specific area that will be convenient to their everyday destinations. Please let us know if you do not want us to display a board outside your property. Planning regulations permit the display of one advertisement, consisting of a single board or two boards joined back-to-back. You confirm that no other board other than ours will be erected, unless back-to-back as described. The legal responsibility that only one board is erected lies both with the Seller and the Agency. It is important that you are aware that the provision by us of a For-Sale board will be an introduction to a purchaser who subsequently exchanges contracts even if you were previously acquainted with that person. Please note the Seller is not entitled to make a claim if there is any damage due to the erecting a For-Sale sign. We will erect a For-Sale Sign unless otherwise instructed. Premium Listings with the online portals: You may wish to list your property on the premium listing sections highlighting your property. The property will show in the premium section of the portals. SPACE can request you to pay for the cost upfront on instruction and should SPACE sell your property, we will deduct the marketing spend from your invoice on completion.

Energy Performance Certificate (EPC):

In signing this agreement, you acknowledge that you are required to provide an up-to-date EPC for your property. The EPC lasts 10 Years and can be found www.epcregister.com EPC's give information on how to make your home more energy efficient. Law requires an EPC when a building is built, sold or Let. It is valid for 10 years. The Seller and a person acting on behalf of the seller must use all reasonable efforts that an EPC is obtained within 28 days of the marketing the property.

Unoccupied Property:

We act as sale agents only and under no circumstances do, we take responsibility for unoccupied property. 'Unoccupied Property' can deteriorate quickly, and we strongly advise clients to decide for their property to be checked regularly by a competent person.



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Access to Premises:

If we hold a key to the property, we will accompany all viewings unless agreed otherwise. If we arrange for someone to view an unoccupied property, we will agree the arrangements with you beforehand. It is usual practice to release the keys to professionals who require access such as Surveyors acting on behalf of the purchaser. To avoid delaying the sales, once we have established their identity, they may be permitted unaccompanied access. Please advise us immediately if this is not acceptable. We will continue to seek the seller's permission to allow unaccompanied visits by any other third parties such as Trades people or representatives or any utility companies.

Public Liability:

Potential purchasers may visit your property. It is your responsibility to make sure that it is safe for visitors, and they will not come to harm. It is an express condition of this Contract that you fully indemnify us against any claim made by any visitor for injury sustained on your property.

Discrimination:

We will not discriminate or threaten to discriminate against any prospective purchaser for any reason.

Copyright:

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

Ready, Willing and Able Buyer:

The law says a purchaser is a 'ready, willing and able' purchaser if; they are prepared and are able to exchange unconditional contracts for the purchase of your property.

Final Selling Price:

The Final Sales 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 full range of other services to prospective purchasers which may include Estate Agency, Financial Services, Removals, Surveys and Conveyance from which may derive other commission or fees.

General Data Protection Regulations (GDPR):

I give consent to you, the Agent to process my/our personal data noted on this agreement and transmitted to you in future messages for the sole purpose of marketing the property. I additionally authorise you to communicate my/our personal data to third parties who are a necessary adjunct to the marketing process, such as, but not limited to sign board contractors, Solicitors, Financial Service Providers, Trade/Building contractors and Inventory Companies. I understand I may withdraw my consent at any time and once our business relationship is at an end, I may request you to delete my information. We will act as a Data Controller relevant to the details you provide. We prioritise keeping your personal data safe, our privacy policy can be found www.space-acq.com and inline with the data protection regulations introduced on 25th May 2018 called GDPR. We will not provide any of our client's details to anyone or company without the direct consent of our clients. SPACE are members of the ICO Tier 1. Our Data Protection officer is Edward Gray



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Client Identity:

We are required to prove the identity of clients selling property prior to the commencement of marketing. We may accept emailed or scanned documents from clients who are abroad where the cumulative weight of information presented, and risk levels associated with the transaction are balanced. We may use an online service to check identity; this is not a credit check. Two forms of identity are required. A document identifying the person(s); A Passport; Resident permit issued by the Home Office; UK Driving License*: State Pension Book; Inland Revenue tax notification. The second; an address linking document dates within the last three months: Utility Bill, Local Authority Rent Book or Tenancy Agreement; Recent Mortgage Statement; Bank or Building Society Statement, UK Driving License*, State Pension Book*, Council Tax Bill. *Documents can be used to confirm name and address, but we will still require one I.D from the previous paragraph.

Cleaning:

The property should be professionally cleaned prior to the completion of the sale. A paid invoice from the Cleaning Company should be provided to SPACE.

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 Agents 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.

I/We confirm that the above information is accurate and that I/We have read and understood the terms.

I accept that in signing this document I am bound by its entire contents.

Signed by the Owner	Full Name	Date

Signed by SPACE	Full Name	Date



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Property Description

It is a legal requirement that the property is presented accurately and in a way that will not mislead. Please answer the questions below to the best of your knowledge.

Is the property a Freehold or Leasehold?	
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What date did the Lease begin? (if not applicable mark N/A)	
--	--

What date does the Lease end? (if not applicable mark N/A)	
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How much is the Ground Rent? (if not applicable mark N/A)	
--	--

Is there a maintenance charge of any kind?	
--	--

Are there any shared or communal areas?	
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Services (if not applicable mark 'na')	Supplier (if not applicable please mark N/A)
TV:	
Electricity:	
Gas:	
Water:	
Telephone:	
Internet:	
Drainage:	

Are any of the services disconnected?	
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Please describe the central heating and air conditioning: Eg. Type, Wall Radiators or...	
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Please describe the hot-water and cold-water system, also any specific taps or shower heads etc. or filtered water, or softeners...	
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Is the property in a Conservation Area or Listed Building?	
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Please add anything that you feel that would help the Agency sell your property. Such as improvements you have made and the area.	
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Is there anything that you would like to tell the Agency that may make your property a little more challenging than most. Such as planning or subsidence, or damaged.	
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