



All fees are subject to VAT.

1. Property Details

Owner 1 (full name)

.....
Owner 2 (full name)

.....
Owner 3 (full name)

2. Your Details

Address of property to sold

.....
..... **Postcode**

Address for correspondence

.....
..... **Postcode**

Second address for correspondence

.....
.....
(In case of emergency)

Vendor 1	Vendor 2
Daytime Tel	Daytime Tel.....
Evening Tel	Evening Tel.....
Mobile	Mobile
Fax	Fax.....
Email	Email

I/We the undersigned, declare that I am/we are sole/joint owner(s) of the above freehold/leasehold property* or I/We hold power of attorney from the owner of the above freehold/leasehold property, a certified copy of which is attached, on whose behalf I am/we are authorised to give these instructions to My Habitat Property Services and to make this declaration.* (*please delete as appropriate)

Holder(s) of the power of attorney is/are (please print full

Name (s).....

2. Money Laundering Regulations 2007

Under the above regulations we must verify your identity before we proceed with marketing your property. We need to see two of the following types of proof of identity:

SELLER 1

SELLER 2

Passport number	Passport number
DVLA license number	DVLA license number
National Insurance number	National Insurance number
Utility bill type	Utility bill type

3. Habitat Property Services' Terms

SOLE AGENCY when only My Habitat Property Services is instructed to act for the seller.

MULTIPLE AGENCY when more than one agent is instructed, now or in the future.

The sole agency will last for an initial period of 12 () weeks from the above date.

The agency will start on the above date and continue until ended by either party giving 14 days' notice in writing to the other.

() please initial here to confirm you have agreed to the sole agency period.

You must pay My Habitat Property Services the commission set out in sections 4-5, in addition to any other costs or charges agreed by you and us, if the sale of the property is completed to a buyer:

In order for the sole agency to expire at the end of the initial period, either party must give at least 14 days' notice in writing to the other. Otherwise the sole agency will continue after the initial period but then may be ended by either party giving 14 days' notice in writing to the other. You must pay My Habitat Property Services the commission set out in sections 4-5, in addition to any other costs or charges agreed by you and us, if the sale of the property is completed to a buyer: (a) introduced by My Habitat Property Services during the period of our sole agency or with whom we had negotiations about the property during that period; or (b) introduced by another agent during that period, in which case the fee payable to My Habitat Property Services will be the multiple agency fee, as stated in section 4(b) below. However, in both cases, this rule applies only if the acceptance of the buyer's offer to buy your property occurs during the period of our sole agency or within six months of it ending. Note: If no other estate agent is involved this time limit extends to 2 years.

- (a) Introduced by My Habitat Property Services during the period of our agency; or
- (b) with whom we had negotiations about the property during that period.

However, in both cases, this rule applies only if the acceptance of the buyer's offer to buy your property occurs during the period of our agency or within six months of it ending.

Note: these are our multiple agency terms. If you instruct My Habitat Property Services under our sole agency terms and you breach those terms, the multiple agency fee and not the sole agency fee will be payable upon completion.

4. Habitat Property Services' Commission (all sections to be completed)

Our commission is a percentage of the sale price of the property (or of the full capital value of the property in the case of an exchange or part-exchange transaction), or where agreed, a fixed commission. Based on the initial asking price shown in Section 1, the actual commission you will pay will be:

(a) Sole Agency	
1.25% + VAT which equates to	(1) + VAT
or fixed commission of	+ VAT
	() Seller's initials
(1) This sum is for guidance only. The actual fee will be higher or lower depending on the eventual selling price.	

(b) Multiple Agency	
1.7% + VAT which equates to	(1) + VAT
or fixed commission of	+ VAT
	() Seller's initials
(1) This sum is for guidance only. The actual fee will be higher or lower depending on the eventual selling price.	

(c) Tiered Fees – if irrelevant please delete this section. The percentage rates shown for tiered fees (if applicable) apply to the entire selling price and not just to the relevant tier.

<p>Tier 1 If the sale price does not exceed £</p> <p>% + VAT which equates to + VAT</p> <p>on the entire sale price. () Seller's initials</p>	<p>Tier 2 If the sale price exceeds £ but not £</p> <p>% + VAT which equates to + VAT</p> <p>on the entire sale price. () Seller's initial</p>	<p>Tier 3 If the sale price exceeds £ but not £</p> <p>% + VAT which equates to + VAT</p> <p>on the entire sale price. () Seller's initial</p>
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5. Paying The Commission Fee With VAT

All commissions payable are subject to VAT at the prevailing rate and are payable on completion of the sale. If our bill is not paid within 10 days after the due date, we will charge interest on the amount due at 3% above the Bank of England's base rate, until we receive full payment. If we begin legal proceedings to recover unpaid commission, we will add this cost to the amount due.

6. Sale Board

My Habitat Property Services will erect a FOR SALE board at the property as soon as possible, unless instructed otherwise by the seller or local council. Planning regulations do not permit the display of more than one board. Our FOR SALE board must not be replaced by another agent's board without My Habitat Property Services' permission.

7. Accuracy of Property Details

My Habitat Property Services will promptly prepare the property details in line with My Habitat Property Services' Guide to Measuring, available on request. To confirm their accuracy, we will send you a copy for approval. We will not distribute full details until we receive this approval from you in writing. You must also tell us if there are any changes to your property that will affect the accuracy of the property details, even if changes occur after our marketing begins.

8. Policy on Keys

If we hold keys to your property, we will, where possible, accompany domestic energy assessors and prospective buyers. We will not hand out keys to prospective buyers, surveyors, domestic energy assessors or contractors acting for the buyers such as damp/woodworm companies and builders at any time without your consent. We will code all keys and keep them secure when on our premises.

9. Viewing Feedback

We will also provide feedback on viewings, as agreed below:

- within 3 days () Seller's initials () Negotiator's initials
- within 10 days
- upon request

10. Procedure for Handling Offers

We will forward all offers to you by telephone within 24 hours. Where possible, we will send a written confirmation of all offers we receive, within 24 hours, to the address (or correspondence address) given. Under the Residential Estate Agency Code of Practice, and to protect you, the seller, we must check that the person making the offer has the financial means to buy your property.

11. Service To Buyers

My Habitat Property Services will offer prospective buyers our full range of corporate services, such as insurance, specialist mortgage advice, surveying, conveyancing and property services. We may be entitled to receive, where appropriate, payment for such services.

12. Approaches With Other Agents

During the marketing of your property, other estate agents may approach you. Please inform them that you already have Terms of Business with My Habitat Property Services and refer them to us immediately.

13. Personal Interest

By law we must declare to prospective buyers if you are related to or connected in business to any member of staff of My Habitat Property Services. Are you aware of any such relationship Yes No

Please give details:

14. Consumer Protection from Unfair Trading Regulations 2008

By law we must disclose to prospective buyers any information relating to the property and the local vicinity which is likely to affect their decision making process. Are you aware of any such issues? Yes No

Please give details (continue on separate sheet if required)

15. Changes Of Circumstance

Please inform My Habitat Property Services immediately if your circumstances or time scales for moving change, as this may affect the sale or marketing of your property.

16. Photographs

My Habitat Property Services may wish to use photographs/images of your property for general marketing purposes. If you do not want them to be used in this way, please tick this box.

Home Conveyancing Instruction

I/we (full names)

Address:

Instruct My Habitat Property Services Homemover to act on behalf following transaction/s:

Leasehold/Freehold/Not known

For £

Title deeds are held at

The purchase of

Postcode

Leasehold/Freehold/Not known

Contact details (please insert the primary contact's name with the my/our

Home telephone:

Work telephone:

Mobile telephone:

Email address:

Financing Your Onward Move

Is your onward purchase subject to a mortgage?

Yes

No

The property is a Bungalow

House

Flat

Maisonette

Have you arranged your mortgage already?

Yes

No

If yes, name of lender

.....

If no, has a mortgage appointment been arranged with My Habitat

Property Services Mortgage Services?

Yes

No

and is

Sold subject to contract

On the market

For £

Is there an agreed deadline for exchange of contracts?

Yes

No

If yes, what date?

17. Termination of Agreement

A sole agency will last for an initial period of 12 () weeks from the agreed start date. In order for the sole agency to expire at the end of the initial period, either party must give at least 14 days' notice in writing to the other. Otherwise the sole agency will continue after the initial period but then may be ended by either party giving 14 days' notice in writing to the other. A multiple agency contract will start on the agreed date and continue until ended by either party giving 14 days' notice in writing to the other. The contract will only end when the 14-day written notice period has expired

18. Your Liability – Important Note

You may be liable to pay two fees if you have previously instructed another estate agent to sell your property. You may have to pay our fees and those of another agent if: (a) the Terms of Business from a previous agent are still valid and have not been formally ended; or (b) a buyer we introduce or with whom we have negotiations, was introduced by, or had negotiations with, the other agent(s); or (c) a sale is agreed by another agent during the period of our sole agency; or (d) a sale is agreed within six months of our agency ending but to a purchaser originally introduced by Property Services or with whom we had negotiations.

19. Data Protection Act 1998

We need to use your personal information to carry out the agreed services including passing your information within the Property Services of Companies. We would like to keep you informed about other products and services in the future that we feel may benefit you. We will share your personal information within the Property Services of Companies so that you may be contacted regarding other products and services which we feel may benefit you. If you do not wish to receive information from us in the future, please tick this box

20. English Law

These Terms of Business are governed by the law of England and Wales. You and My Habitat Property Services agree that the courts of England and Wales have the sole right to decide upon any cases arising from these terms.

Please SIGN HERE to confirm that you agree with points 1 to 20 of My Habitat Property Services Terms of Business

Signature	Signed for and on behalf of My Habitat Property Services		
Print Name	Date
		Print Name	Date
Signature		
Print Name	Date	Office:	

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Did you sign this Terms of Business away from My Habitat Property Services premises: If yes, please read the following very carefully

Yes No

[] Seller's initials

Cancellation Procedure

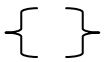
You can cancel this contract within a period of 14 days from the day the contract commences by serving notice to:

I/We hereby give notice to cancel my/our contract for the provision of the following service - Marketing my property for sale

The Branch Manager
My Habitat Property Services
Kemp House, 160 City Road
London EC1V 2NX
Email: support@my-habitat.co.uk
Tel No: 0203 897 2029

Name(s)
Signature (Seller 1)
.....
Signature (Seller 2)
.....
Date

REQUEST TO PROVIDE SERVICES BEFORE THE END OF THE CANCELLATION PERIOD



Please initial here to confirm that you agree to us starting the services set out in this Terms of Business before the end of the fourteen day cancellation period. If you cancel this contract during the cancellation period you will have to pay for any services we have provided in accordance with our Terms of Business. In particular you must pay for the service and the commission set out in sections 1 to 5 of our Terms of Business if our right to payment occurs during the cancellation period, in addition to any other costs or charges agreed by you and us.