

## CONFIRMATION OF INSTRUCTIONS AGREEMENT TERMS AND CONDITIONS OF BUSINESS

Cheffins

### *Important Notice*

*This is a legal document. Please take time to read it carefully and ask any questions relating to the terms and conditions below before signing.*

*This agreement is in accordance with the Estate Agents Act 1979 and The Estate Agents (Provision of Information) Regulations 1991.*

For the purpose of these terms and conditions, Cheffins means the company whose details are set out in this document.

## 1. Where a sole agency is agreed

Cheffins is appointed as sole agents for the initial period of **xxxx weeks** from the date of this agreement.

During the period of this sole agency agreement your property remains with us for sale excluding all other estate agents.

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:

- With a purchaser introduced by us during the period of its sole agency or with whom we had negotiations about the property during that period, or
- With a purchaser introduced by another agent during the period of our sole agency.
- If during the period of our sole agency you instruct another agent (with or without our knowledge or agreement) the fee payable by you will be charged at the multiple agency rate in place of the sole agency rate specified.

After the initial period, the sole agency agreement will continue until either you or we bring it to an end giving four weeks written notice. Notice can be given within the initial period to expire at the end of the initial period.

The seller confirms that, at the date of this agreement, there is no prospective purchaser, from any source, who has expressed an interest in the property. You must confirm in writing to us, before entering into this agreement, the name of any such prospective purchaser.

## 2. Where a multiple agency is agreed

Cheffins is appointed as one of a number of agents to market your property until such time as it is sold or until either you or we terminate the agreement by giving two weeks written notice.

You will be liable to pay the agreed fees 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:

- With a purchaser introduced by us during the period of its multiple agency or with whom we had negotiations about the property during that period.

Our multiple agency fee is specified in the confirmation of our terms and conditions.

## 3. Sub Instruction

Cheffins reserve the right to sub-instruct other agencies at any time during our agency if we consider that this would be in your best interests. This will not involve any extra costs and all viewings and negotiations will be coordinated by Cheffins.

We will agree any sub instruction arrangements in writing with you.

## 4. Timing and payment of fees

Cheffins' fees become due and payable upon exchange of contracts. However, and at our discretion, fees may be paid out of completion monies if and so long as you provide instructions to your legal representative to pay these fees direct to Cheffins out of the proceeds of sale as soon as practicable following completion, and provided there is a sufficient balance of the proceeds of sale to settle our fee in full.

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## 5. Dual fee liability

There may be a dual fee payable if:

- You have previously instructed another agent to sell the same property on a sole agency, joint sole agency or a sole selling rights basis, or
- You instruct another agent during or after the period of the Cheffins sole agency agreement.

The terms of any other agents' agreements should be considered accordingly.

Please note that Cheffins may be entitled to a commission fee if you terminate your instruction, and a memorandum of sale is issued by another agent to a buyer that we have introduced within 6 months of the date our instruction ended and where a subsequent exchange of contracts takes place.

If no other estate agent is involved this time limit extends to 2 years.

## 6. Interest on late payment

If the account remains unpaid after the due date, we reserve the right to charge daily interest on the outstanding balance at the rate of 2% above the prevailing Bank of England annual base lending rate from the date payment was due until payment has been made.

## 7. Marketing

You consent that details of the property will be marketed via offices of Cheffins and The London Office who will offer the property for sale at no extra cost to yourself.

You consent that details of the property may also appear on such property websites, social media platforms and press/industry publications as we see fit.

## 8. For Sale board

Cheffins will, unless otherwise instructed by you, erect a 'For Sale' board at the property as soon as permitted from the date of instruction.

## 9. Energy Performance Certificate

It is a legal requirement that all properties marketed should have a current Energy Performance Certificate (EPC). The EPC must be produced by an accredited assessor.

We are able to arrange this on your behalf or you may instruct your own assessor if preferred. The cost of the EPC, if arranged by Cheffins, is £xxx plus VAT (£xxx including VAT).

Please note some properties are exempt from this requirement, we will advise if your property is exempt.

## 10. Related services

A buyer may wish to instruct us about a related service. Cheffins does offer such services, including the following:

- The sale and letting of residential and commercial property.
- The provision of mortgage and financial services
- Sale of Chattels

Where a buyer uses other services, Cheffins or its employees may receive a fee or commission.

Please note that these services are available to you.

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## 11. Expenses

We may carry out additional advertising or marketing of the property as agreed, and charges may be payable whether or not we sell the property. Any charges will be agreed with you in advance and confirmed separately in writing and invoiced separately.

In accordance with normal commercial practice, any discounts received from suppliers are the property of Cheffins.

## 12. Connected persons

As required by section 21 of The Estate Agents Act 1979, unless specifically stated in our covering instruction letter, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and you. If you are or become aware of such an interest, you should notify Cheffins in writing immediately.

## 13. General Data Protection Act and privacy policy

Cheffins will act as Data Controller relevant to the details that you provide during the property sale/purchase. If you are also looking to purchase a property and have provided us with the details of your search criteria, we will keep you informed of the properties we are marketing for sale. We may also keep you informed from time to time of our products and services. If you would prefer not to receive such information from us, please write to our Compliance Officer at 1-2 Clifton Road, Cambridge, CB1 7EA or email us at [privacy@cheffins.co.uk](mailto:privacy@cheffins.co.uk)

Some of our IT software and other services are provided by third parties who act as a Data Processors on our behalf.

Cheffins will not, under any circumstances pass your personal details to a third party for marketing purposes without your express consent to do so.

You may request, in writing, that we send you a copy of the details held by us about you.

Full details of our compliance with data protection are contained within our privacy policy which can be viewed at our website <https://www.cheffins.co.uk/privacy-notice>.

## 14. Complaints procedure and The Property Ombudsman Scheme

Cheffins are regulated by the RICS and abide by their strict code of conduct which includes a complaints procedure.

Should you have any issues with Cheffins's service which you are unable to resolve with the sales consultant involved, you should write to our Compliance Officer at the 1-2 Clifton Road, Cambridge, CB1 7EA address or email us at [complaints@cheffins.co.uk](mailto:complaints@cheffins.co.uk). This complaint will be acknowledged within 3 working days of receipt, a copy of our complaint procedure provided, and an investigation undertaken.

A formal written outcome of the investigation will be sent to you in line with that procedure.

We are members of The Property Ombudsman Scheme. You agree that we may disclose information relating to the sale of your property to The Property Ombudsman Scheme, if you have registered a complaint and they ask for it. You also agree that we may disclose your contact details to The Property Ombudsman Scheme if they ask for it, to assist in their monitoring of our compliance.

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## 15. Liability

If Cheffins fails to comply with these terms and conditions, Cheffins is responsible for loss or damage you suffer that is a foreseeable result of said breach of the terms or negligence, but Cheffins is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the breach or if they were contemplated by you and Cheffins at the time we entered into this contract.

Cheffins does not exclude or limit in any way its liability for (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 and the Consumer Rights Act 2015.

Save as set out above, Cheffins accepts no liability or responsibility for the maintenance or repair of, or for any damage to, the property at any time.

## 16. Unoccupied Property

Cheffins is not responsible for the security, maintenance or repair of the property unless we negligently fail to secure the property after an accompanied viewing. It is the Seller's responsibility to ensure that mains services are turned off, water and heating systems professionally drained and insurers notified.

## 17. Tenancy Agreement

In the event that Cheffins negotiates with, or directly or indirectly introduces, a tenant for the property during the period of this agreement, then Cheffins will be entitled to an introducer's fee based on 12% of the total rent payable during the period of occupation by the tenant, including VAT. This fee excludes any management service.

## 18. Digital Markets Consumer and Competition Act 2024

The Digital Markets, Competition and Consumers Act 2024 (DMCC Act) introduces significant changes to consumer protection laws in the UK, particularly affecting estate agency contracts. Effective from 6 April 2025, the Act repeals the Consumer Protection from Unfair Trading Regulations 2008 (CPRs) and grants the Competition and Markets Authority (CMA) direct enforcement powers over unfair commercial practices.

**Prohibition of Unfair Commercial Practices** : The DMCC Act prohibits unfair commercial practices, including misleading actions, misleading omissions, and aggressive practices, that are likely to cause the average consumer to make a different transactional decision. This encompasses estate agency contracts, requiring transparency and fairness in all dealings.

**Material Information Disclosure** : Estate agents must provide clear and comprehensive material information to consumers before entering into a contract. This includes details about the property, fees, and terms of the agreement, ensuring that consumers can make informed decisions. This includes any information that would be material to a prospective purchaser's decision making and therefore extreme care should therefore be taken to ensure that all information about the property, provided to Cheffins by you, or your representative is correct, and where necessary can be evidenced.

## 19. Money Laundering Regulations

Money Laundering Regulations 2017 and the subsequent 2019 amendments require Cheffins to verify the identity of all beneficial owners of the property being marketed and to undertake a risk assessment on the proposed transaction.

You confirm that you will supply Cheffins with original copies of required identity documentation and authorise Cheffins to carry out online identity checks as part of anti-money laundering compliance, if required.

## 20. Discrimination

Cheffins does not discriminate against any person.

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## 21. Entire agreement and variations

In the event of any conflict between these terms and conditions and the confirmation of terms and conditions document annexed hereto, the confirmation of terms and conditions document shall prevail.

Each party confirms that these conditions together with the confirmation of terms and conditions document annexed hereto constitute the entire agreement between the parties.

Each party confirms that it has not relied upon any representation not recorded in this agreement inducing it to enter it into this agreement. No variation of this agreement by you will be valid unless confirmed in writing by Cheffins.

There is no intention to give any rights under this contract to any third party except as expressly agreed in writing.

## 22. Additional termination provision

Cheffins may terminate this agreement forthwith upon giving written notice to you to that effect if, at any time you (which term for the purposes of this clause shall include your servants, agents, and/or authorised professional advisers) provide instructions to Cheffins, or you fail to provide instructions within a reasonable time of a request by Cheffins, and in either case the effect would be to place Cheffins in breach of any of its obligations under any Acts, Statutory Instruments, or Codes of Practice to which it is subject in relation to the performance of this agreement.

## 23. Right to cancel

If you have signed this agreement in your home or place of work, then under the Consumer Contract Regulations you have the right to cancel it at any time within a period of 14 days of receipt of the notice included within this document.

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24. Confirmation of instruction and terms and conditions of business, fees and expenses which will apply in this agreement.

Vendor 1		
Title:	Forename(s):	Surname:
Home Tel:	Work Tel:	Mobile Tel:
Email Address:		

Vendor 2		
Title:	Forename(s):	Surname:
Home Tel:	Work Tel:	Mobile Tel:
Email Address:		

Address of property to be sold	
House name/number:	
Street Address 1:	Street Address 2:
Village:	Town:
Postcode:	

Address of correspondence (if different from above)	
House name/number:	
Street Address 1:	Street Address 2:
Village:	Town:
Postcode:	

Initial marketing price:	Enter price
Initial sole agency period:	xxx Weeks
Commencement date:	Enter date

Sole agency fee:	x% plus VAT (x% inclusive of VAT) or fixed fee £ plus and inclusive of VAT
Sole agency amount:	£ plus VAT and £ inclusive of VAT

OR

Multiple agency fee:	x% plus VAT (x% inclusive of VAT) or fixed fee £ plus and inclusive of VAT
Multiple agency amount:	£ plus VAT and £ inclusive of VAT

OR  
Fixed fee sliding scale.

All agency commissions are subject to a minimum fee of **EXXX** including VAT. The sale price will be deemed to include any extra prices for fixtures, fittings, goods, chattels, carpets, curtains and other such related items.

The amount of sole agency and multiple agency fees shown above (unless stated as a fixed fee) have been calculated based on the initial marketing price. If the total selling price is more or less than the initial asking price, the fees will be higher or lower than in these examples.

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## 25. Agency agreement declaration

This document forms a contract between us so please read it carefully before signing. Do not sign it until you have read and understood it.

- I/we agree to enter into a sole agency/multiple agency (delete as appropriate)
- I/we agree that I/we will be personally liable to pay your fees under this agreement.
- I/we agree to accept the terms and conditions contained in this agreement and acknowledge receipt of a copy of the agreement.
- I/we confirm that I am/we are the legal owner(s) of the property and/or that I am/we are authorised to sell the property and that I/we will bind all the owners of the property.
- I/we will advise you immediately if any aspect of the sales particulars is or becomes incorrect.
- I/we authorise my/our legal representative to forward to you my/our forwarding or contact address details.
- I/we authorise you to give notice of this agreement to my/our legal representative.
- I/we consent to you releasing my/our file to The Property Ombudsman Scheme for all purposes connected with their monitoring of compliance and performance.
- If this agreement is not signed by all the owners or trustees, etc. of the property to be sold, then the signatories confirm that they are authorised to sign the agreement on behalf of such person(s)
- I/we authorise you to refer my/our details to your preferred EPC provider.
- The initial marketing price does not constitute a formal valuation.

Vendor 1	
Signature:	
Print Name:	Date:

Vendor 2	
Signature:	
Print Name:	Date:

Any amendments, deletions or additions to this agreement must be signed and dated by us and by you.

Signed on behalf of Cheffins	
Signature:	Print Name:
Office:	Date:

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## Cancellation Notice

To: Cheffins, Office address

I/We hereby give notice that I/we cancel my/our contract for the supply of estate agency service.

Ordered on (date):	
Name of vendor 1:	
Name of vendor 2:	
Property address:	
Signed Vendor 1:	
Signed Vendor 2:	

SAMPLE

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