



SELLERS TERMS & CONDITIONS OF BUSINESS AGREEMENT

Stadium Residential is a Member of the Propertymark National Association of Estate Agents

This document comprises of six elements:

- A description of the range of services that Stadium Residential can offer and corresponding fees.
- Summary of Fees.
- Our contract terms.
- Sellers Legal Obligations.
- Definitions
- Confirmation of Sellers Instructions

Based on a sale price of £385,000

The Estate Agents Act 1979 requires agents' fees and terms of business to be confirmed in writing. The standard terms of business for Stadium Residential Ltd (Sales) are set out below.

To instruct us to act, you must sign and return a copy of this document to signify agreement to our fees, costs, charges and terms of business and confirm authority to proceed with the sale of the property. In this agreement, any reference to "we", "us" or "our" is to Stadium Residential Ltd. and reference to "you" is to the Client as identified in paragraph 1.1 or 1.2 below.

1. Responsibility for payment of fees, costs & charges

1.1 The person to whom the Letter is addressed (i.e. you the Client) is personally responsible for and guarantees payment of our fees, even if the property is held by a different person. If more than one party is to be responsible, the Letter should be signed by all relevant parties and their liability will be joint and several.

1.2 Where the property is owned by a company, the client is the company and in addition to accepting liability on behalf of the company each person signing the Letter personally guarantees payment by the company of our fees, costs and charges.

2. Sale fees & Terms of Sole Agency Service:

2.1 Our Sole Agency fees in this instance are discounted to 1.75 % including VAT (1.5 % plus, VAT) So if asking price of £385,000 were to be achieved, the fees would be £6,737.5 inclusive of VAT for the initial period of twelve weeks on the basis "No sale – No fee".

2.2 Stadium Residential Limited is appointed as a sole agent for the initial twelve weeks from the date of this agreement.

2.3 During the period of this sole agency agreement your property remains with us for sale excluding all other agents. If during the period of Stadium Residential Limited's Sole Agency you instruct another agent (with or without our knowledge) the fee payable by you will revert to our standard Multiple Agency rate of 3.0% including VAT (2.5% + VAT), so if a selling price of £385,000 were to be achieved, the fees would be £11,550 inclusive of VAT in place of the sole agency rate specified in the confirmation of terms and conditions.

2.4 You will be liable to pay remuneration to Stadium Residential Limited in addition to any other costs or charges agreed. If at any time (or within six months of termination by you of the Stadium Residential Limited Sole Agency if a subsequent agent is instructed) unconditional contracts for the sale of the property are exchanged with a purchaser introduced by Stadium Residential Limited during the period of its Sole Agency or with whom Stadium Residential Limited had negotiations about the property during that period or with a purchaser introduced by another agent during the agreed term of the Stadium Residential Limited Sole Agency.

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

3. Termination of agency

You or we may at any time after the initial twelve-week period, terminate the agency agreement by giving not less than fourteen days' written notice. You or we must do so in writing and deliver personally or send (which may be by electronic mail).

4. Timing of payment of sale fee

4.1 Successful completion - Where completion of the sale is successful, the sale fee is due and payable on the date of completion of the sale.

4.2 You agree to instruct your solicitors to pay properly payable outstanding invoices, relating to the sale fee, out of the completion monies.

4.3 Delayed completion - If completion of the sale is delayed for more than three months after exchange of contracts, we reserve the right to invoice you for any properly payable sale fee three months after exchange of contracts. Any such fee will become payable on the date stated on the invoice.

5. How our fees are calculated

5.1 Our fees will be calculated by reference to the sale price.

6. VAT

All our fees, costs and charges are subject to Value Added Tax at the appropriate rate regardless of your domicile.

7. Interest and Recovery of fees

7.1 Interest will be payable at 4% above our banker's base rate on any invoice that remains unpaid for ten days after payment is due.

7.2 If we find it necessary to use solicitors or other parties to successfully recover agreed fees, costs or charges, you agree to pay any reasonable costs incurred by us.

7.3 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 agency rights basis, or
- You instruct another agent during or after the period of the Stadium Residential Limited Sole Agency agreement if Stadium Residential introduce a buyer who completes the purchase.

8. Marketing costs

8.1 Stadium Residential will meet the cost of instructing a professional photographer and the provision of a digital virtual tour and/or floor plan if deemed necessary. We will also register the property on the major property portals at our discretion as well as our own website at no cost to you.

9. Related Services

A buyer may wish to instruct us about related services. Stadium Residential Ltd. does refer such services including the following, but not limited to:

- The sale and letting of residential and commercial property
- The provision of financial services
- Legal Conveyancing
- Surveying
- Property Management
- Energy Performance Certificates
- Surveyors

Where a buyer uses other services, Stadium Residential Ltd. or its employees may receive a fee or commission.

In the normal course of business we may be offered commissions by third parties, such as insurance companies, to whom we might introduce our clients' business.

We will not solicit such commissions but will select such companies on the basis of their competence and/or availability.

If we are satisfied that our client's interests are not adversely affected then we may accept such commissions for our own benefit and we shall account for them to our clients.

10. EPC

The Energy Performance of building Regulations (as amended 2010) state that you are required to have an Energy Performance Certificate (EPC) before we can commence marketing your property.

If you do not already have an EPC, we can refer you to one of our panel service providers. Should you decide to use a provider from our list their terms and conditions will apply and any queries regarding your EPC will be dealt with by them. We do not offer or imply any warranty for goods or services provided by any Third Party contractor.

11. Discloser about any purchaser

Should an offer for your property be agreed privately or through another agent you agree to disclose the identity of the purchaser to Stadium Residential Ltd. prior to exchange of contracts.

12. Verification of information

12.1 Legislation covering property descriptions is governed by the Digital Markets, Competition and Consumers Act 2024 (Commencement No.2) Regulations 2025. It is a criminal offence for an agent to make inaccurate or misleading statements about property whether in sale particulars, adverts, photographs, or verbal statement. This includes making statements that might give the wrong impression about a property and includes omitting facts. You will be asked to verify certain information and must assist to the best of your knowledge.

12.2 Sales particulars will be submitted to you in draft. You are required to check them carefully and return them, signed, to us signifying approval and confirming their accuracy to the best of your knowledge and belief, having made reasonable enquiries where necessary. It is important to ensure accuracy with regard to such matters as length of lease, service charge, boundaries, unusual covenants, room sizes, acreage, condition, planning consents, tenancies etc.

12.3 You agree to notify us immediately of any relevant changes which occur during the course of the sale process; in particular any changes which occur after approval of the sales particulars which may affect their accuracy.

13. Related services

It is possible that a purchaser may wish to instruct us with regard to a property related service and such services may be offered by us to the purchaser. The services might include:

- (a) the sale or purchase of another property
- (b) the rental or management of property
- (c) survey or valuation of property
- (d) provision of financial services advice and recommendations

In such instances, we or an employee may earn some form of remuneration.

14. Compliance

Under [The Money Laundering, Terrorist Financing and Transfer of Funds \(Information on the Payer\) Regulations 2017 \(legislation.gov.uk\)](#) we are required to obtain evidence of your identity and proof of address. We will require to see and have a copy of your passport and of a utility bill addressed to you at your current address (or other suitable documents) which we are required to hold on file for 6 years.

15. Disclosable Interests

The Estate Agents Act 1979 requires (Section 21) an agent to disclose promptly, both to you and a purchaser, any connection that we or any of our employees or associates may have with either party, whether directly or indirectly, or with any member of their respective families. Should we become aware of any such interests; we will advise you promptly in writing. Should you be aware of any such connections with us you must advise us as soon as it becomes known

16. Discrimination

Stadium Residential Ltd. will work continually to create and maintain an environment where the company meets the needs and aspirations of staff, customers and clients, irrespective of race, disability, gender, religion, age or sexual orientation. At the same time, we expect staff, customers and clients to observe and uphold our organisational commitment to equality and diversity.

17. Stadium Residential Ltd. has an Equality and Diversity statement:

“Stadium Residential Ltd. support all aspects of diversity and embrace a culture where these differences between people are respected and valued. We deal with customers, clients and staff as individuals and promise equality to all.”

18. Data protection

18.1 You agree that we may pass information about you to our associated businesses to assist us and/or others in: (i) fulfilling the contract set out in the Letter;(ii) supplying information about services we think may be of interest to you. This information will include contact details, information about work undertaken for you, other contacts known to you and details of AGS group services.

18.2 This does not affect your statutory rights under the Data Protection Acts 1984 and 1998. For more details regarding our data protection policy please refer to our website.

19. Applicable law and jurisdiction

Whether or not the property is situated outside the UK, the Laws of England shall apply to these Terms of Business and the English courts shall have jurisdiction.

20. Unoccupied property

We are not responsible for the management, maintenance or repair of any property unless we have agreed to be. That agreement must be recorded in writing and an additional fee charged. It is your responsibility to ensure that where property is unoccupied the property is adequately secured, mains services are turned off, water and heating systems professionally drained and the insurers of the property notified.

21. Complaints procedure:

We are committed to offer an efficient and professional service to all our clients and customers. When something goes wrong we need you to tell us about it and we welcome suggestions on how our standards can be improved. Please refer to the attached link found on our website.

<https://acrobat.adobe.com/id/urn:aaid:sc:EU:e118c7be-04d6-4fff-abe0-efa56b32b8c6>

22. Right to cancel:

Right to cancel: In consumer contracts we must notify our customer of their rights and provide them with a cancellation form [The Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013 \(legislation.gov.uk\)](#) (see Schedule 3 of the above regulations for a model cancellation form).

23. Fraud protection:

To help combat fraud, Stadium Residential encourage our property - owning clients, particularly landlords, to sign up to this free service that will alert them if anyone makes an application against the property title, e.g. for a fraudulent secured loan or mortgage. [HM Land Registry - Property Alert](#)

24. Agency agreement declaration:

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

Property Address: []
Clients Full Names: []
Correspondence addresses: []



I/We agree to enter into sole agency agreement with Stadium Residential Limited

I/We agree that we will be personally liable to pay your fees under this agreement

I/We agree that to accept the terms and conditions contained in this agreement and acknowledge receipt of a copy of this agreement.

I/We confirm that we are legal owner(s) of the property.

I/We will advise you immediately of any aspect of the sales particulars is or becomes incorrect.

I/We authorise our solicitor to provide to you our forwarding or contact address details.

I/We agree to provide Stadium Residential Ltd with completed EPC prior to you starting any marketing activities.

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). (Applied digitally)

Any amendments, updates, deletions or additions to this agreement must be signed and dated by all parties.

**Signed by vendor
Full name(s)**

Date

**Signed by vendor
Full name(s)**

Date

**Signed by Goran Simonovski
Stadium Residential**

Date