

# AGENCY AGREEMENT

Between

**Goodwin Fish**

and

## BETWEEN

### 1. GOODWIN FISH & CO LIMITED

A company incorporated in England and Wales under company number 06844560 and whose registered office address is at 261-263 Deansgate, Manchester, M3 4EW

(VAT Number 975538177 (“**Goodwin Fish**” / “**we**”) and

2.

(the “**Seller(s)**” / **You**”).

## BACKGROUND

Goodwin Fish and the Seller(s) have agreed that Goodwin Fish shall be appointed to act as the commercial sales agent of the Seller(s) to sell the Property (as defined below) on behalf of the Seller(s) on the agreed terms set out below (the “**Agreed Terms**”) and the standard terms and conditions those attached to this agreement (the “**Conditions**”) which shall together be referred to as agreement between Goodwin Fish and the Seller(s)

(the “**Agreement**”).



## AGREED TERMS

### 1. TERM

This Agreement shall commence on the date set out at the head of this Agreement and shall continue for in force for a minimum period of 2 weeks (the “Term”) and thereafter it may be terminated by either party giving 7 days’ notice in writing.

### 2. PROPERTY

The address of the property to be marketed for sale by Goodwin Fish (the “Property”) is

### 3. SELLING PRICE

The Property will be marketed by Goodwin Fish at , unless and until otherwise agreed by the Seller in writing.

### 4. BASIS OF APPOINTMENT

You have agreed to appoint Goodwin Fish to act on a agency basis.

### 5. FEE (The “Fee”)

#### Sole Agency Fee

**5.1** The Fee payable by You to Goodwin Fish for selling the Property on a sole agency basis shall be of the selling price of the Property (plus VAT).

**5.2** Please refer to clause 1 of the attached Conditions which sets out further information that will apply in relation to Goodwin Fish acting for you on a sole agency basis and payment of the Fee.

#### Joint Sole Agency Fee

**5.3** The Fee payable by You to Goodwin Fish for selling the Property on a joint sole agency basis shall be «PropertyCommission» of the selling price of the Property (plus VAT).

**5.4** Please refer to clause 2 of the Conditions which sets out further information that will apply in relation to Goodwin Fish acting for you on a joint sole agency basis and payment of the Fee.

**5.5** If the selling price of the Property is higher or lower than the price at which the Property is marketed as set out above then the Fee payable to Goodwin Fish will be correspondingly higher or lower.

## 6. AUTHORITY

**6.1** By signing this Agreement you confirm that you are the sole or joint owner of the Property and that you have the authority of any co-owner to instruct us to sell the Property. You further confirm that you are authorised to give Goodwin Fish instructions to enable us to progress a sale of the Property and to allow viewings of the Property.

## 7. EXISTING PROSPECTIVE PURCHASERS

Do you currently have any person who has shown an interest in purchasing your Property?

If yes, please provide details below:

## 8. ENERGY PERFORMANCE CERTIFICATE

I hereby instruct Goodwin Fish & Co to provide me an energy performance Certificate at the cost of £90 inc. VAT:

I confirm that an Energy Performance Certificate can be downloaded via the EPC Register:

By signing this Agreement you accept the Agreed Terms set out above and the attached Conditions which will be legally binding on you

You should take independent legal advice if you are uncertain of any of the clauses within the above Agreed Terms or the attached Conditions.

For and on behalf of the Seller(s)

**SIGNED** by (Vendor 1)

For and on behalf of the Vendor(s)

**SIGNED** by (Seller 2)

For and on behalf of the Vendor(s)

For and on behalf of **GOODWIN FISH & CO LIMITED**

**SIGNED** by



# STANDARD TERMS AND CONDITIONS

## BASIS OF APPOINTMENT

### 1. SOLE AGENCY

**1.1** You will be liable to pay a Fee to Goodwin Fish as set out in clause 5.1 of the Agreed Terms attached to this Agreement, in addition to any costs or charges that are agreed with Goodwin Fish, if at any time unconditional contracts for the sale of the Property are exchanged with a buyer introduced by Goodwin Fish during the Term; or with whom we have negotiations about the Property during the Term; or with a buyer introduced by another agent during the Term.

**1.2** This agreement will continue on a sole agency basis for the Term until either party gives the period of notice as set out in clause 1 of the Agreed Terms

**1.3** This Agreement will commence from the date at the head of the Agreement. There may be a situation where you are liable to pay two fees including VAT together with any agreed costs and expenses if:

- (a) You have already instructed another agent to sell the Property on a sole or joint agency basis;
- (b) You have agreed that Goodwin Fish shall act on a sole agency or multiple agency basis and You instruct another agent at a later date during the Term;
- (c) You have agreed that Goodwin Fish shall act on a sole agency basis and a buyer is introduced to You during the Term or with whom we had negotiations about the Property during the Term and who purchases the Property through another estate agency. We will have the right to be paid commission if a purchase of the Property takes place within six months of the expiry of the Term or termination of this Agreement.
- (d) You have agreed that Goodwin Fish shall act on a sole agency basis and a buyer is introduced to you during the Term who does not use an agent to purchase the Property after the date we are dis-instructed. In such circumstances we will have the right to be paid the Fee if a purchase of the Property takes place within six months of the expiry of the Term or termination of this Agreement.

**1.4** If you have agreed that Goodwin Fish shall act on a sole agency basis and you instruct another agent during the Term (with or without informing us) the Fee payable by you to us will be the rate payable for a multiple agency in place of the sole agency rate specified in clause 5 of the Agreed Terms.

### 2. JOINT SOLE AGENCY

**2.1** You will be liable to pay a Fee to Goodwin Fish as set out in clause 5.2 of the Agreed Terms attached to this Agreement, in addition to any other costs or charges agreed with Goodwin Fish, if at any time unconditional contracts for the sale of the Property are exchanged:

**2.1.1** with a buyer introduced by us during the Term; and/or

**2.1.2** with a buyer with whom Goodwin Fish have had negotiations about the Property during the Term.

**2.2** This Agreement will continue on a joint sole agency basis for the Term until either party gives the period of notice as set out in clause 1 of the Agreed Terms.

**2.3** You will be liable to pay the agreed Fee to Goodwin Fish in addition to any other costs or charges agreed with Goodwin Fish, if at any time or within six months of termination by you of this Agreement in writing another agent is instructed and unconditional contracts for the sale of the Property are exchanged in the following circumstances:

**2.3.1** a buyer who was introduced by us during the Term who purchases the Property within six months of the expiry of the Term or termination of this Agreement;

**2.3.2** a buyer with whom we had negotiations about the Property during the Term purchases the Property within six months of the expiry of the Term or termination of this Agreement.

### **3. PAYMENT OF FEES**

**3.1** By signing this Agreement you give Goodwin Fish authority to submit our invoice to your Solicitor or Licensed Conveyancer following exchange of contracts, for payment immediately based upon a percentage of the agreed sale price of the Property on that date and provided there is sufficient balance of the proceeds of sale to settle our fees in full. If any of our Fee remains outstanding you must pay us direct within 7 days of exchange of contracts.

**3.2** Goodwin Fish may, at our sole discretion, delay payment until the completion date. However, if for any reason completion is delayed or does not take place within thirty days of exchange the Fee shall become payable with immediate effect.

**3.3** By signing this Agreement You confirm that You will give authority to and instruct the Solicitors or Licensed Conveyancers acting on your behalf on the sale of the Property to pay the agreed Fee plus VAT upon completion to be received by Goodwin Fish no later than 7 days after completion.

**3.4** VAT will be payable at the rate applicable on the date of the invoice raised by Goodwin Fish.

**3.5** If the Property is part-exchanged with other premises the Fee will be calculated on the full market value of the Property with vacant possession on the day that the exchange of contracts takes place.

**3.6** If a sale of the Property 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 the Fee will become due upon exchange of contracts and payable upon completion.

**3.7** If ownership of some or all of the shares of a company which owns the Property are transferred or sold to a third party or legal entity then it will be deemed that a sale of the Property has arisen and the Fee will be due and payable by You to Goodwin Fish within fourteen days of completion of change of ownership or transfer of the shares of the Company whichever is the earlier.

**3.8** If more than one person signs this Agreement liability for payment of our fees will be joint and several which means that Goodwin Fish may apply to either person to pay the full Fee that is due plus any costs and any other agreed expenses.

### **4. INTEREST ON LATE PAYMENT**

If all or any part of the Fee and any agreed costs remain outstanding for more than 14 days after the completion date or more than thirty days from the date of exchange whichever is the earlier, Goodwin Fish reserve the right to charge interest at 4% above the base rate of the Bank of England from the date on which Fee first became due.



## 5. FOR SALE BOARD

**5.1** Subject to Your consent and subject to any local authority restrictions, bye-laws, conservation areas or other covenants relating to the Property, Goodwin Fish will erect a “for sale” board and place it at the Property. You must inform us in writing if current bye-laws or any restrictions placed on the Property forbid the erection of a “for sale” board. Goodwin Fish cannot be held liable for any breach of covenants or legislation if we are not informed of any restrictions.

**5.2** To ensure compliance with the Town and Country Planning (Control of Advertisements) (England) Regulations 2007, You agree not to allow the display of any other estate agent’s board whilst a Goodwin Fish “for sale” board is displayed.

## 6. PROPERTY MISDESCRIPTION ACT

**6.1** Goodwin Fish will ensure that any representation or description made whether spoken or written for any of the Property is factually correct if included in particulars of sale, advertising, marketing or any other publicity that may be undertaken. You must ensure that all information provided to Goodwin Fish by You or any other third party on your behalf is correct. This includes making statements that might give the wrong impression about the Property, or omitting facts such as access, noise from road traffic, foot paths or rights of way.

**6.2** Goodwin Fish will send you a link to a particulars of sale document for the Property for your approval. To ensure accuracy, You will be required to confirm that the particulars of sale document is correct or to make any necessary amendments and then email it to Goodwin Fish.

**6.3** Goodwin Fish will not be able to send out the particulars of sale of the Property to any prospective buyer until You have signed and returned one copy. You should be aware that when You sign the particulars of sale relating to the Property you are giving Goodwin Fish written confirmation that all fixtures and fittings included with the Property are in full working order. If any fixtures and fittings included with the Property are not in full working order You must inform Goodwin Fish in writing. If during the marketing of the Property the approved particulars of sale become incorrect due to alterations or for any other reason You must notify us immediately in writing.

## 7. YOUR LIABILITY AND INSTRUCTIONS

**7.1** By signing this Agreement you agree to be personally liable to pay the Fee and any agreed expenses or costs specified in this Agreement.

**7.2** You also give authority to your solicitor to forward to us any information held by the solicitor which is required to enable Goodwin Fish to act on your behalf.

## 8. LIMITATION OF LIABILITY

**8.1** Subject to clause 8.3, the total liability of Goodwin Fish under this Agreement shall be limited to the Fee received by Goodwin Fish.

**8.2** Subject to clause 8.3, Goodwin Fish will not be liable to You in contract, tort or otherwise for any economic loss of any kind (including but without limitation of loss of use, loss of profit, loss of sale, loss of anticipated profit, loss of data, loss of business, overhead recovery, revenue, or anticipated savings), any damage to the Property or any other special, indirect or consequential loss or damage arising out of or in connection with the Agreement (even if Goodwin Fish has been advised of such loss or damage).

**8.3** Nothing in this Agreement shall exclude or limit the liability of Goodwin Fish for any death or any personal injury caused by Goodwin Fish’s negligence or for fraud.

**8.4** The provisions of this clause 8 shall survive the termination or expiry (for whatever reason) of this Agreement.





## 9. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999)

An entity which is not expressly a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be excluded.

## 10. DATA PROTECTION / GDPR

In addition to your signature of this Agreement, in order to comply with the General Data Privacy Regulations (GDPR), please review the attached GDPR notice and if You agree to its terms, please sign where indicated. The full details of Goodwin Fish's Privacy Policy can be found on our web site at [www.goodwinfish.com](http://www.goodwinfish.com). A written copy of its terms will be provided on request.

## 11. ENERGY PERFORMANCE CERTIFICATE ("EPC")

An EPC must be provided to all prospective purchasers when the Property is marketed prior to the first viewing and with any written details. You have confirmed in the Agreed Terms that you have either had an EPC prepared or that you would like Goodwin Fish to prepare an EPC.

## 12. MONEY LAUNDERING

**12.1** As with all Estate Agents, Goodwin Fish is required to comply with money laundering and terrorist financing regulations. This means that Goodwin Fish have to obtain and hold identification and proof of address for all customers. Additionally, we are also required to establish whether there are any beneficial owners of the Property on whose behalf the transaction or activity is taking place, hence, we would request You to identify anyone who You would consider to be a beneficial owner of the Property. Where appropriate, the source or destination of funds may also be requested. Without this information Goodwin Fish will be unable to proceed with any work on your behalf.

**12.2** Attached to this Agreement is a list of acceptable identity documents. Goodwin Fish require sight of all original or certified documents. Subject to your individual circumstances, Goodwin Fish may liaise with you for further/other documentation.

## 13. DISCLOSURE OF PERSONAL INTEREST

**13.1** Goodwin Fish & Co are required to disclose any interest that our employees, or their relatives may have in the Property. If the need arises we shall give You details of any such relationship to comply with this requirement.

**13.2** In accordance with the Estate Agents (Provision of Information Regulations 1991) (as may be amended from time to time), Goodwin Fish are obliged to inform You that we intend offering to prospective purchasers' insurance, financial services, estate agency services, and any other special offers which may be available from time to time and for which we may earn commission.

**13.3** Goodwin Fish undertake to comply with this also if we intend to offer prospective purchasers' mortgage and financial services through any of our associated firms.

## 14. COMPLAINTS PROCEDURE

**14.1** Should You have any problems with the service received from Goodwin Fish which You are unable to resolve with the member of staff who has been acting on your behalf You should write to Goodwin Fish at 261-263 Deansgate, Manchester, M3 4EW or email at [info@goodwinfish.com](mailto:info@goodwinfish.com).

**14.2** Any complaint received will be acknowledged within 7 working days of receipt and a full investigation undertaken. A formal written outcome will be sent to you within 14 working days of our acknowledgement to You. This reply will also confirm that You are entitled, if dissatisfied, to refer the matter to Ombudsman for Estate Agents to review (for further details see below).



## 15. OMBUDSMAN FOR ESTATE AGENTS

**15.1** Goodwin Fish are certain that 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 Ombudsman for Estate Agents Scheme, abide by its Code of Practice, and cooperate with and accept any decision of the Ombudsman in any investigation

**15.2** By signing this Agreement you give Goodwin Fish consent to provide any information regarding the sale of the Property and how You can be contacted if the Ombudsman asks us to do so. Full details of the Ombudsman Scheme are available upon request.

## 16. OTHER MONIES RECEIVED

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

## 17. APPOINTMENTS AND PERSONAL SAFETY

**17.1** All viewings of the Property are strictly by appointment through Goodwin Fish.

**17.2** Goodwin Fish confirm that we will accompany all viewing appointments, showing the Property to prospective purchasers on your behalf. Viewings will be made by prior appointment with the You / any tenant of the Property as necessary.

**17.3** Goodwin Fish will always inform You of an appointment for any prospective buyer to view the Property and will provide You with feedback following the viewing.

**17.4** If, at any time, You are approached directly by any person, who has been introduced by us to the Property directly or indirectly as a result of our promotion of it, You should inform us immediately. You should not allow that person access to the Property at that time unless we have contacted You and arranged a mutually convenient appointment.

**17.5** Goodwin Fish will try to check that all potential viewers are genuine and we will arrange an appointment if a viewing is required.

**17.6** The promotion of the Property includes advertising, websites, property portals and spoken advice and information given to any person.

## 18. TERMINATION

**18.1** Goodwin Fish may terminate this Agreement with immediate effect upon giving written notice to You if at any time You, (which includes your servants, agents, and any other authorised professional adviser acting on your behalf) provide instructions to Goodwin Fish; or you fail to provide instructions within a reasonable time of a written request from us; and the effect would be to place Goodwin Fish in breach of any obligations under various statutory legislation or Codes of Practice which may apply from time to time affecting our performance of our obligations under this Agreement; or lead to us or any of our employees discriminating against any party; or You discriminate against or abuse any employee or other person acting on our behalf.

## 19. VARIATION OF TERMS

Any variation of the Agreement will only be valid if confirmed to you in writing and signed by a director or Goodwin Fish.

## 20. ASSIGNMENT

Goodwin Fish may assign the rights and obligations under the Agreement providing the rights of the Seller(s) are not affected.





## 21. ACTS OF THIRD PARTIES

Goodwin Fish shall not be responsible or liable for the acts, omissions or failures of third parties (including any viewed of the Property unless it is due to the negligence or breach of contract or omissions of Goodwin Fish or its employees.

## 22. SERVICE OF NOTICES

**22.1** Notices may be served by hand delivery, post or by email to [sales@goodwinfish.com](mailto:sales@goodwinfish.com).

**22.2** Notices delivered by hand shall be deemed to have been delivered on the date on which they are delivered.

**22.3** Notices served by post 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.

**22.4** Notices served by email will be deemed delivered upon confirmation of a read receipt from the email address set out above

## 23. VACANT PROPERTY

Where the Property is left vacant during the Term, it is Your responsibility to ensure that the plumbing and heating systems for the Property are drained down and the water supply is turned off.

## 24. KEYS

If Goodwin Fish hold keys to the Property, authority will be deemed to be given to Goodwin Fish to release the keys to surveyors and other known professional companies to facilitate a sale of the Property. Goodwin Fish charge a £10 for our key holding services. You may collect the keys in person or we can arrange for delivery by courier at your cost.

## 25. INTELLECTUAL PROPERTY IN PHOTOGRAPHS

Goodwin Fish will own the copyright and all other intellectual property rights associated with any and all photographs taken of the Property (and the inside of the Property) by Goodwin Fish or on behalf of Goodwin Fish. If you wish to purchase any photographs taken of the Property (and/or the inside of the Property) by Goodwin Fish or on behalf of Goodwin Fish we would be happy to speak with you about the sale of such photographs but shall be under no legal obligation to sell you any such photographs.

## 26. CLIENT'S SOLICITOR

Goodwin Fish recommend that your Solicitor be asked to obtain and hold the title deeds to the Property and any leasehold management accounts (where applicable) and other documents relating to the Property in readiness to prepare a draft contract of sale and apply for a local authority search in order that there should be no delay in effecting an exchange of contracts once a purchaser for the Property has been found.

## 27. ENTIRE AGREEMENT

This Agreement represent the entire agreement between the parties relating to the sale of the Property and supersedes all prior agreements, arrangements and understandings relating to the same (whether oral or in writing).

## 28. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and the Seller agrees to submit to the exclusive jurisdiction of the England and Wales.