Richmond Holmes Estates

ESTATE AGENT

Sole Agency Sales Agreement

Residential estate agency appointment 0.9% commission

V.1 - England and Wales

Seller appointment schedule

Complete every relevant field before the seller signs. Every legal owner should sign, or the signatory should provide evidence of authority.

SELLER / LEGAL OWNER	ADDITIONAL SELLER
EMAIL ADDRESS	TELEPHONE
PROPERTY ADDRESS	TITLE NUMBER (IF KNOWN)
ASKING PRICE	AGREEMENT DATE
APPOINTMENT	COMMISSION
MINIMUM PERIOD	NOTICE
PREVIOUS AGENTS / BUYERS INTRODUCED	CONVEYANCER (IF KNOWN)

Commission example: at a final sale price of £250,000, 0.9% is £2,250. The fee increases or decreases with the actual sale price. Commission becomes due on unconditional exchange and is payable on completion.

The Richmond Holmes Estates selling journey

A defined process helps the seller, buyer, advisers and any related chain work towards the same milestones.

01 Valuation & strategy Comparable evidence, timing, asking price and method of sale.	**02 Instruction & checks** Agency terms, ownership, authority, identity and AML checks.	**03 Sale ready** EPC, material information and early conveyancing documents.
04 Presentation Particulars, photographs, measurements and floorplan approval.	**05 Marketing** Launch through the agreed channels and buyer matching.	**06 Viewings** Appointments, attendance records and useful feedback.
07 Offers Prompt reporting, buyer funding and chain qualification.	**08 Sale agreed** Seller instruction and memorandum of sale.	**09 Legal & survey** Contract papers, searches, enquiries, finance and survey.
10 Progression Chain, mortgage and legal milestone monitoring.	**11 Exchange & completion** Binding exchange, transfer of funds and key release.	

Richmond Holmes Estates can arrange legal, surveying, mortgage and tax-related services through suitably qualified independent providers. Any separate cost or fee will be disclosed and agreed with the customer before the service is instructed. The parties remain free to choose their own provider.

Prominent sole-agency explanation

SOLE AGENCY. 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:
(a) with a purchaser introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period; or
(b) with a purchaser introduced by another agent during that period.

During the initial 16-week sole-agency period, the seller must not instruct another estate agent. After week 16 the appointment automatically becomes non-exclusive, but Richmond Holmes Estates' commission remains 0.9%. The seller must disclose every prior agency agreement and previous buyer introduction before signing.

Terms of Business

1. Parties, property and authority

1.1 The seller appoints RH Estates & Solutions Ltd trading as Richmond Holmes Estates (the agent) to market the property in the appointment schedule on an RH Sole Agency basis.

1.2 Each seller confirms that they are a legal owner or are authorised by every owner, trustee, attorney, personal representative, mortgagee or other person whose consent is required. The seller must disclose any restriction affecting the sale.

1.3 The agent will act with reasonable care and skill but cannot guarantee a buyer, price, timescale, mortgage offer, survey result, exchange or completion.

2. Commission, duration and payment

2.1 Commission is 0.9% of the final sale price. At £250,000 the illustrative fee is £2,250; a higher or lower final price changes the fee proportionately.

2.2 The initial minimum sole-agency period is 16 weeks from the agreement date. During that period the seller must not instruct another estate agent. At the end of week 16 the appointment automatically continues on a non-exclusive basis, allowing the seller to instruct other agents, but Richmond Holmes Estates' commission remains 0.9% because the appointment began with first sole-agency rights. The seller may terminate after the initial period by giving at least 21 days' written notice.

2.3 Commission becomes due when unconditional contracts are exchanged and is payable on completion. The seller authorises their conveyancer to pay properly due commission from completion monies.

2.4 If the transaction ends before unconditional exchange, no commission is payable. A separately itemised third-party cost remains payable only if its amount and purpose were agreed in writing before it was incurred.

3. Agency basis and fee trigger

3.1 The prescribed sole-agency explanation above forms part of this agreement. A private buyer not introduced by an estate agent is not treated as a buyer introduced by another agent solely because the seller found them, but the seller must notify Richmond Holmes Estates immediately so the circumstances can be recorded. Once the initial 16-week sole period expires, the seller may appoint other agents and Richmond Holmes Estates' commission remains 0.9%.

4. Continuing liability and dual fees

4.1 If another agent later issues a memorandum of sale to a buyer effectively introduced by Richmond Holmes Estates and exchange follows, Richmond Holmes Estates may claim commission only where that memorandum is issued within six months after this appointment ends. If no other estate agent is involved, the period extends to two years.

4.2 On termination Richmond Holmes Estates will confirm the termination date, properly due costs and a list of parties it introduced. The seller must give that list to a later agent and notify Richmond Holmes Estates of a sale involving a listed party.

4.3 The seller must disclose previous agency agreements and previous viewers or prospective buyers before signing. Overlapping introductions or agency appointments may result in more than one commission.

5. Marketing and seller approval

5.1 Subject to the seller’s approval, the agent may prepare and publish photographs, descriptions, measurements, floorplans, video, boards and advertising through the agreed portals and channels. Marketing will not begin until authorised and a valid EPC is available or has been commissioned where required.

5.2 Property particulars will be submitted for approval. The seller must check them promptly and report any error or change; this does not remove the agent’s duty to take reasonable care.

5.3 No withdrawal fee or marketing cost is charged unless a specific amount and purpose are inserted in the appointment schedule before work begins.

6. Material information and seller cooperation

6.1 The seller must provide complete and accurate material information, including tenure, title restrictions, boundaries, services, building safety, lease details, charges, occupiers, disputes, flooding, defects and planning matters.

6.2 The seller must notify the agent promptly if information changes. The agent may pause or amend marketing where information is missing, doubtful, misleading or legally required.

6.3 The seller should instruct a conveyancer and assemble title, leasehold, planning, warranty and property-information documents as early as possible.

7. Viewings, keys and access

7.1 The seller's viewing and access instructions will be recorded. Keys will be coded, kept securely and released only under reasonable identification and authority procedures. The seller must ensure safe access and disclose any occupier, alarm, pet or hazard affecting a visit.

8. Offers, buyer checks and negotiation

8.1 All offers received before exchange will be passed to the seller as soon as reasonably possible unless the seller has given a lawful written instruction not to receive a stated type or level of offer. Offers and responses will be confirmed and recorded.

8.2 The agent will take reasonable steps to establish the buyer's funding, mortgage requirement, related sale and chain position. An offer will not be withheld because a buyer declines a referred service.

8.3 The seller decides whether to accept an offer and whether marketing continues after acceptance, subject to accurate disclosure that an offer has been accepted subject to contract.

9. Sale agreed and progression

9.1 After acceptance, the agent may issue a memorandum of sale, communicate with the parties and advisers, monitor funding and conveyancing milestones and help address delays. Authority to exchange or complete remains with the seller and their conveyancer.

10. Identity, anti-money laundering and sanctions

10.1 The seller must provide identity, address, ownership, source-of-funds or wealth and other information reasonably required for due diligence. The agent may use an electronic verification provider, retain required records, pause work or decline or terminate where checks cannot be completed or law requires it.

11. Referrals, connected services and conflicts

11.1 At the seller's or buyer's request, Richmond Holmes Estates can arrange legal, conveyancing, surveying, mortgage, tax-related or other connected services through suitably qualified independent providers. Any separate cost or fee, referral benefit, connected service or conflict will be disclosed in writing before the service is instructed. The parties remain free to choose their own provider. A personal interest of the agent, an employee or a connected person in the purchase will be disclosed before negotiations.

12. Cancellation and early start

12.1 Where a consumer seller signs online or away from the agent's business premises, they normally have 14 days beginning the day after agreement to cancel. Cancellation may be sent using the form below or by a clear statement to info@richmondholmes.com.

12.2 The agent will not begin marketing during that period unless the seller expressly requests an early start. If the seller then cancels, they pay only a proportionate amount for services actually supplied and any specific third-party cost agreed in advance. Commission remains subject to unconditional exchange.

12.3 If the service has been fully performed within the cancellation period following the seller's express request and acknowledgement, the cancellation right may be lost to the extent permitted by law.

13. Termination and handover

13.1 The seller may give 21 days' written notice during or after the initial 16-week sole period, but termination cannot take effect before the end of week 16. If not terminated, the appointment automatically continues after week 16 on a non-exclusive basis at the unchanged 0.9% commission rate.

13.2 The agent may terminate on 21 days' notice or immediately for material breach, illegality, abusive conduct, conflict, non-cooperation with required checks or serious safety risk.

13.3 Termination does not remove accrued rights, authorised costs or continuing commission liability. Any pursuit of fees must be proportionate and reasonable.

14. Data, communications and complaints

14.1 Personal data will be used for agency services, marketing administration, due diligence, fraud prevention and legal compliance under the agent's privacy notice. It may be shared where necessary with buyers, advisers, contractors, portals, verification providers, regulators and authorities.

14.2 Notices may be delivered by hand, prepaid post or email to the latest notified address. Changes to fees, appointment type or material terms must be mutually agreed in writing.

14.3 Complaints should first follow Richmond Holmes Estates' written complaints procedure. The final response will identify the current approved property redress scheme and the time limit for referral.

15. Liability and general terms

15.1 Nothing excludes liability that cannot lawfully be excluded. The agent is not responsible for indirect loss or delay caused by another party outside its reasonable control, but this does not limit liability for negligence, fraud or breach of contract.

15.2 English law applies and the courts of England and Wales have jurisdiction, subject to mandatory consumer rights. If a provision is unenforceable, the remaining terms continue.

15.3 Typing a name, drawing a signature or applying a recognised electronic signature is intended to authenticate this agreement. The electronic signing system will retain the document version, date, time, signatory details and consent audit record and give copies to both parties.

Supersession of previous terms. From the effective date of this agreement, these V.1 terms supersede and replace all previous estate agency terms, agreements and instructions between Richmond Holmes Estates and the Seller for the sale of the Property, except accrued rights, fees already earned, continuing introduction or commission rights and provisions expressly stated to continue.

Seller declarations and signature

Key commitment: I understand that I am appointing Richmond Holmes Estates on an RH Sole Agency basis at 0.9% of the final sale price for an initial 16-week exclusive period. After week 16 the appointment automatically continues non-exclusively at the same 0.9% rate, and termination requires 21 days' written notice. I have read the fee trigger and continuing-liability provisions and understand that overlapping agency appointments or introductions may result in more than one fee.

[ ] I confirm that I own the property or have authority from every legal owner to sign.

[ ] I will provide accurate material information and promptly report any change.

[ ] I accept the 0.9% commission and when it becomes due.

[ ] I accept the initial 16-week sole period, automatic non-exclusive continuation at 0.9% and 21-day written termination notice.

[ ] I understand the continuing-liability and possible dual-fee wording.

[ ] I have read and accept this agreement and intend my signature to authenticate it.

[ ] OPTIONAL: I permit a For Sale board, subject to legal and title restrictions.

SELLER NAME	ADDITIONAL SELLER
SIGNATURE	SIGNATURE
SIGNED FOR RICHMOND HOLMES ESTATES	DATE

Model cancellation form

Complete and return this form only if you wish to cancel a qualifying online or off-premises contract within the statutory cancellation period.

To: Richmond Holmes Estates, 5 The Lanes, Sutton Coldfield, B72 1YG / info@richmondholmes.com

I/We give notice that I/We cancel the contract for estate agency services relating to:

Property: _____
Seller name(s): _____
Seller address: _____
Signed (only if sent on paper): _____ **Date:** _____

Reference points

Estate Agents Act 1979; Estate Agents (Provision of Information) Regulations 1991; Consumer Rights Act 2015; Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; Money Laundering Regulations 2017; current residential estate agency code and government home-selling guidance.

Official sources: legislation.gov.uk / gov.uk / approved property redress scheme guidance.

Commencement of services

Residential sole agency sales

This provision forms part of the accompanying V.1 agreement when supplied and accepted with it. It clarifies service timing and preserves the other agreed terms. It does not retrospectively vary an existing signed agreement.

Richmond Holmes Estates will normally begin the agreed agency or management services immediately after the completed agreement has been signed by the customer and accepted by Richmond Holmes Estates, unless a different start date is recorded in the appointment schedule. Work remains subject to the agreed service scope, the customer's lawful instructions, necessary identity and ownership checks, access, funding and other required consents or information. This does not authorise physical works or a binding property transaction beyond the authority separately given in the agreement.

Marketing and publication of particulars remain subject to the Seller's or Owner's agreed approval procedure and any EPC or other legal requirement. Sales commission remains subject to the agreed exchange/completion trigger; signing or starting work does not itself earn that commission.

Where a statutory consumer cancellation period applies, services will begin during that period only after the customer's express request, recorded on paper, by email or another durable medium, and after the required cancellation information has been supplied. The general signature alone is not treated as that request. Without it, services under the new appointment will begin after the cancellation period ends, or on a later agreed date. If the customer validly cancels during that period, only the proportionate amount lawfully payable for services actually supplied may be charged. Starting work or finding a tenant or buyer does not by itself remove cancellation rights.

This provision does not create a new fee, accelerate an existing fee trigger or increase any agreed cancellation charge. Outside statutory cooling-off cancellation, only charges properly payable under the agreement and applicable law may be recovered, with no double recovery for the same work or loss. Statutory cancellation rights take precedence over conflicting fee, minimum-term and notice provisions.

RICHMOND HOLMES ESTATES

Completed details schedule

These particulars form part of the accompanying agreement. A printed field stating "See details schedule" refers to the matching label below. Blank entries do not add a fee, instruction or permission. The agreement terms and selected standard service remain applicable.

Agreement page 2 / ADDITIONAL SELLER

Agreement page 2 / SELLER / LEGAL OWNER

Agreement page 2 / EMAIL ADDRESS

Agreement page 2 / TELEPHONE

Agreement page 2 / TITLE NUMBER (IF KNOWN)

Agreement page 2 / PROPERTY ADDRESS

Agreement page 2 / ASKING PRICE

RICHMOND HOLMES ESTATES

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Agreement page 2 / AGREEMENT DATE

Agreement page 2 / COMMISSION

Agreement page 2 / APPOINTMENT

Agreement page 2 / MINIMUM PERIOD

Agreement page 2 / NOTICE

Agreement page 2 / CONVEYANCER (IF KNOWN)

Agreement page 2 / PREVIOUS AGENTS / BUYERS INTRODUCED

RICHMOND HOLMES ESTATES

Completed details schedule

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Agreement page 7 / Primary seller - full name

Agreement page 7 / Additional seller - full name