



## **WPG SALES AND LETTINGS – TERMS AND CONDITIONS**

### **TERMS OF BUSINESS – THE FOLLOWING TERMS AND CONDITIONS ARE IMPLEMENTED INTO THE RELATIONSHIP BETWEEN US.**

The following terminology applies to these Terms and Conditions:

- "Seller", "You" and "Your" refers to You, the Landlord.
- "WPG Sales and Lettings", "Ourselves", "We" and "Us", refers to our Company.
- "Party", "Parties", or "Us", refers to both the Seller and WPG Sales and Lettings, or either the Landlord or WPG Sales and Lettings.
- "Property" refers to the Property that You wish WPG Sales and Lettings to act on.
- "Terms and Conditions" or "Agreement" refers to the terms and conditions set out in the below document.

#### **1. GENERAL AUTHORITY**

- 1.1** The Vendor confirms that they are the sole or joint owner of the property as per The Land Registry and have the right to sell the property.
- 1.2** WPG Sales and Lettings reserves the right to request sight of the property's title documentation at any point prior to the acceptance of instructions and any time thereafter up to the completion of the sale.
- 1.3** Where necessary, the Vendor confirms that permission to sell has been granted by the mortgage provider and/or freeholder (if applicable).

#### **2. VERIFICATION OF IDENTITY**

- 2.1** In compliance with the Proceeds of Crime Act 2002 and Money Laundering Regulations 2017, WPG Sales and Lettings requires proof of identity and address from all named owners.
- 2.2** If adequate identification is not provided, WPG Sales and Lettings may be restricted by law from fully implementing instructions.

#### **3. MARKETING THE PROPERTY**

- 3.1** WPG Sales and Lettings will undertake property valuation and market the property at an agreed price.
- 3.2** Marketing will include professional photography, floorplans, property listings on online platforms, and accompanied viewings.
- 3.3** The Vendor must ensure that the property is presented in a clean and presentable condition for marketing and viewings.

#### **4. SALES PROCESS**

- 4.1** WPG Sales and Lettings will negotiate offers on behalf of the Vendor and communicate all offers received in a timely manner.
- 4.2** Once an offer is accepted, WPG Sales and Lettings will liaise with solicitors, buyers, and relevant third parties to progress the sale to completion.
- 4.3** The Vendor agrees to disclose any material facts about the property that may affect the sale.
- 4.4** WPG Sales and Lettings does not provide legal advice and recommends that the Vendor seeks independent legal representation.

## **5. SERVICE FEES**

- 5.1** The Vendor agrees to pay WPG Sales and Lettings a selling fee of **£1000 + VAT** upon completion of the sale.
- 5.2** Fees are payable on completion and will be deducted from the sale proceeds by the Vendor's solicitor before final payment is made to the Vendor.
- 5.3** If the Vendor withdraws from the sale after accepting an offer, WPG Sales and Lettings reserves the right to charge an administrative fee to cover incurred marketing costs.

## **6. ENERGY PERFORMANCE CERTIFICATES (EPC)**

- 6.1** It is a legal requirement that the property has a valid Energy Performance Certificate (EPC) before it can be marketed for sale.
- 6.2** WPG Sales and Lettings can arrange for an EPC to be carried out at an additional cost if required by the Vendor.

## **7. OFFERS AND EXCLUSIVITY**

- 7.1** The Vendor agrees that all offers received will be communicated to them promptly in writing.
- 7.2** Unless a sole agency agreement is in place, the Vendor reserves the right to sell the property independently or through another agent.
- 7.3** If WPG Sales and Lettings is appointed as the sole agent, the Vendor agrees not to instruct another estate agent for the agreed exclusivity period of **six weeks**.

## **8. COMPLETION OF SALE**

- 8.1** WPG Sales and Lettings will work to facilitate a smooth transaction, but completion dates will be subject to legal processes and agreements between the Vendor and the buyer.
- 8.2** The Vendor agrees to provide access to the property for surveys, valuations, and other necessary inspections required as part of the sales process.
- 8.3** The sale is legally binding upon the exchange of contracts, and WPG Sales and Lettings holds no liability for failed transactions due to buyer withdrawal, mortgage issues, or other unforeseen circumstances.

## **9. TERMINATION OF AGREEMENT**

- 9.1** The Vendor may terminate the agreement by providing **14 days' written notice** unless a sole agency agreement with a fixed term is in place.
- 9.2** If the property is sold to a buyer introduced by WPG Sales and Lettings within **two months** of termination, the agreed selling fee will still be payable.
- 9.3** WPG Sales and Lettings reserves the right to terminate this agreement if the Vendor does not provide necessary documentation or if the property is withdrawn from the market repeatedly.

## **10. LIABILITY**

- 10.1** WPG Sales and Lettings is not liable for any loss suffered due to delays, buyer withdrawal, or legal issues beyond our control.
- 10.2** Any disputes arising from this agreement shall be governed by the laws of England and Wales.

## **11. CONFIRMATION OF AGREEMENT**

By signing this agreement, the Vendor acknowledges they have read and understood these Terms and Conditions and agree to be bound by them.

**Vendor Details:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Vendor Details:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Agent Details:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_