



Hendricks

MOVING PROPERTY
YOUR WAY

1. Selling Rights

You will be liable to pay our agency fee if, within six months of the termination of this agreement, a buyer introduced by Hendricks Estate Agents completes the purchase of the property—regardless of whether a different agent issues the memorandum of sale. If no other agent is involved, this liability extends for two years. A purchaser is deemed introduced if they have been made aware of the property via our marketing, either directly or indirectly (e.g., through word of mouth).

2. Agency Duration & Termination

This agreement remains in effect for a fixed term as agreed in your contract. The minimum term is 4 weeks from the date of instruction. After this period, the agreement continues on a rolling basis unless terminated by either party. You may terminate the agreement after the initial term by providing 28 days' written notice.

3. Statutory Right to Cancel (Cooling-Off Period)

You have the right to cancel this agreement within 14 calendar days from the date of signature, in accordance with the Consumer Contracts Regulations 2013. Cancellation must be submitted in writing or via email to Alfie.Hall@Hendricksestateagents.co.uk. After the 14-day period, 28 days' written notice will be required for cancellation.

4. Multiple Agency

During the sole agency period, you agree not to appoint any other agent without our prior written consent. Should another agent be appointed and a sale occurs during our sole agency term, our fee will remain payable and will include an additional £500 + VAT surcharge upon completion.

5. Sale Definition

Any transaction or transfer of ownership or control of the property is regarded as a sale for the purposes of this agreement.

6. Disclosure Obligation

If the property is sold privately or through another estate agent, you must disclose the identity of the purchaser prior to the exchange of contracts.

7. Our Fees

- A non-refundable upfront payment (plus VAT) is required for your selected marketing package at the start of the agreement. Once marketing has commenced, this fee is non-refundable. All packages include professional photography, a bespoke floorplan, and an EPC where applicable. Your property will be listed across major portals including Rightmove, Zoopla, and OnTheMarket. Optional add-ons for enhanced marketing visibility are available upon request.
- Our listing fee is 0.75% of the final sale price (plus VAT), agreed at instruction. This is calculated on the gross sale value, inclusive of any amount attributed to fixtures and fittings. The listing fee is only payable upon successful completion of the sale.
- Optional add-ons—such as enhanced marketing, assisted viewings, or sales progression support—are selected at the beginning of your agreement and charged upon completion of sale (plus VAT).

8. When Fees Are Payable & Interest

- All agency fees are payable within 14 days of exchange of contracts, unless the completion date is more than 14 days after the date of exchange.
- In such cases, alternative payment terms must be pre-agreed in writing with Hendricks Estate Agents at the point of exchange.
- Payment must be made via your instructed solicitor from the sale proceeds. If not paid via the solicitor, the outstanding balance must be settled within the agreed payment window.
- We reserve the right to charge interest at a rate of 5% on any fees not paid within the specified timeframe.

9. Dual Fee Risk

You may be liable for multiple fees if:

- You have instructed another agent previously under a different type of agreement.
- You appoint another agent during our sole agency period without our prior written consent.

10. Responsibility for Fees

The individual(s) signing this agreement are responsible for the payment of all agency fees. Hendricks Estate Agents may receive and retain referral fees or commissions for additional services arranged on your behalf.

11. Privacy

We comply fully with the UK GDPR and all applicable data protection laws. Your information will be handled securely and confidentially.

12. Anti-Money Laundering (AML)

We are legally obligated to carry out identity verification for both sellers and buyers. We may share your identification details with approved third-party verification providers.

13. Security & Keys

We are not liable for the security of the property or its contents, even when accompanied viewings are conducted. Keys will be securely held and used only for authorized purposes.

14. Marketing Rights

Unless otherwise instructed in writing, your property will be marketed on the following platforms: Rightmove, Zoopla, On The Market, Prime Location, Our Company Website, and may also be promoted via our official social media channels. All marketing content (photos, videos, etc.) remains the property of Hendricks Estate Agents or our service providers unless agreed otherwise in writing.

15. Full Information

You are responsible for providing accurate and complete information about the property. You agree to review all marketing materials and notify us of any corrections required. You indemnify us against any claims resulting from misdescriptions or omissions.

16. Telephone Call Recording

We reserve the right to record telephone calls for quality control, training, complaint resolution, regulatory compliance, or evidentiary purposes.

17. Code of Practice, Complaints & Statutory Rights

We are members of The Property Ombudsman Scheme (TPO) and follow the TPO Code of Practice. You can access complaint procedures and your statutory rights at www.tpos.co.uk.

18. Entire Agreement, Variation & Jurisdiction

This agreement represents the entire understanding between you and Hendricks Estate Agents, replacing all prior agreements or communications. Changes must be made in writing and signed by a director. This contract is governed by the laws of England and Wales.