



# Greenfields

RESIDENTIAL SALES

## Sales Terms of Business

**DA Residential Ltd t/a Greenfields**

115 Victoria Road

Ruislip HA4 9BN

01895 628560

[info@greenfieldsproperty.co.uk](mailto:info@greenfieldsproperty.co.uk)





# Guide to Your Agreement

These Terms of Business and the signed Sales Appointment Form together record your agreement with DA Residential Ltd t/a Greenfields. Use the Individual or Ltd / LLP Appointment Form appropriate to the seller.

## Fees and instructions

The following page summarises the agreed charging basis. The Appointment Form records the property, asking price, start date, access arrangements and any expressly agreed amendments.

## Detailed terms

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## Cancellation form

At the end of this document. Use only where a statutory cancellation right applies. You may instead send a clear cancellation statement by email or post.



## Agency Basis and Fees

| Item                               | Agreed basis                                                                                                                                              |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agency basis                       | Select Sole, Dual or Multi agency in the Appointment Form                                                                                                 |
| Initial agency period              | 10 weeks from the Agency start date                                                                                                                       |
| Notice                             | At least one week in writing; cannot expire before the initial period ends                                                                                |
| Sole agency commission             | 0.75% plus VAT (0.9% including VAT)                                                                                                                       |
| Dual agency commission             | 1.25% plus VAT (1.5% including VAT)                                                                                                                       |
| Multi agency commission            | 2% plus VAT (2.4% including VAT)                                                                                                                          |
| When earned and payable            | Earned on unconditional exchange; payable on completion.<br>If the sale fails after exchange, payable immediately upon confirmation it will not complete. |
| Standard photography and marketing | No separate upfront charge                                                                                                                                |
| AML / identity checks              | No separate charge                                                                                                                                        |
| EPC, if instructed                 | £54 plus VAT (£64.80 including VAT)<br>Payable when commissioned, subject to statutory cancellation rights                                                |

### When commission may remain payable

The Sole agency explanation is in clause 1.2. Dual and Multi agency are explained in clause 1.4. Commission is calculated on the final sale price. After termination, clause 5.3.2 limits entitlement to exchange within six months where another agent is involved, or within two years where no other agent is involved. A fee may also be due to a previous agent. Disclose previous instructions and record agreed excluded buyers before marketing.

### No exchange

No Commission is payable if the sale does not reach unconditional exchange, subject to clause 4.12, lawful statutory-cancellation payments and separately agreed additional charges.



# Sales Terms of Business

## 1 Definitions and Agency Options

**1.1** “Agent” means DA Residential Ltd trading as Greenfields, registered in England and Wales under company number 14992643, with its registered office at 115 Victoria Road, Ruislip HA4 9BN.

“Agency Period” means the period beginning on the Agency start date stated in the Appointment Form and continuing until this Agreement ends in accordance with clause 5.

“Appointment Form” means the Individual or Ltd / LLP Sales Appointment Form signed by the Owner and the Agent, including any expressly agreed amendments.

“Commission” means the percentage of the final sale price applicable to the agency basis selected in the Appointment Form: Sole agency, 0.75% plus VAT (0.9% including VAT); Dual agency, 1.25% plus VAT (1.5% including VAT); or Multi agency, 2% plus VAT (2.4% including VAT), at the current VAT rate.

“Owner” means the seller identified in the Appointment Form, acting personally or through an authorised representative. “Property” means the property identified in that form.

### 1.2 Sole agency (only if selected):

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.

In this explanation, “you” means the Owner, “us” means the Agent and remuneration means the agreed Commission. Entitlement following termination is subject to the time limits in clause 5.3.2; statutory cancellation is governed by clauses 5.6 and 5.7.

**1.3** References to writing include email. References to legislation include amendments and replacements in force at the relevant time. Headings assist navigation and do not change the meaning of the Agreement.

**1.4** Dual agency means Greenfields and one other estate agent are instructed independently. Multi agency means Greenfields and other estate agents are instructed independently. There is no shared-fee arrangement. Under either basis, Greenfields earns Commission only where its introduction or negotiations are the effective cause of the sale and unconditional contracts are exchanged. No Commission is payable to Greenfields solely because another agent sells the Property. Any entitlement following termination is subject to clause 5.3.2.

## 2 Appointment and Marketing

**2.1** The Owner appoints the Agent to market the Property on the Sole, Dual or Multi agency basis selected in the Appointment Form and carry out the services in section 3.

**2.2** Under Sole agency, the Owner shall not appoint another estate agent to market the Property during the Agency Period. Under Dual agency, the Owner may appoint one other independent estate agent. Under Multi agency, the Owner may appoint other independent estate agents. Any change to the selected agency basis or Commission rate must be expressly agreed in writing by both parties, including its effective date and application to buyers already introduced or in negotiations. No change applies retrospectively to Commission already earned.



**2.3** The Agent shall prepare marketing particulars, including standard photography, for the Owner's approval before publication. No separate charge is payable for standard photography.

**2.4** This Agreement is entered into when the Agent and all required owners or their authorised representatives have signed it. Record that date as the Agreement date in the Appointment Form. The Agency start date is the agreed start of the marketing appointment and may be different. An applicable statutory cancellation period runs from when the Agreement is entered into, not a later marketing start date.

### **3 The Agent's Services**

**3.1** The Agent shall market the Property for sale on the open market.

**3.2** The Agent shall prepare particulars, including a written description and photographs. Once approved by the Owner, the Agent shall publish the particulars through its agreed marketing channels, including its website.

**3.3** The Agent shall advise the Owner on the Property's value. The initial asking price shall be recorded in the Appointment Form. Changes require the Owner's written approval. The Agent may negotiate offers but shall not accept an offer or bind the Owner to a sale without express authority.

**3.4** Unless a lawful exemption applies, the Owner shall provide a valid EPC or instruct the Agent to arrange one at an agreed cost. Before marketing begins, the Agent shall confirm that a valid EPC is available or has been commissioned. The parties shall cooperate to ensure that the EPC is obtained and made available within the applicable legal requirements. Where arranged by the Agent, the EPC charge is £54 plus VAT (£64.80 including VAT). The EPC charge becomes payable when the EPC is commissioned, subject to any applicable statutory cancellation rights.

**3.5** With the Owner's consent, the Agent may erect and maintain a for-sale or sold board at the Property, subject to applicable legal requirements and any necessary permissions. The Owner shall tell the Agent about any relevant restrictions. The Agent shall arrange removal when required by law and promptly following termination of its instruction.

**3.6** The Agent shall deal with enquiries, arrange and accompany viewings as agreed with the Owner, and provide relevant feedback. The Agent shall promptly report all offers accurately and in writing, including offers received after another offer has been accepted and before exchange of contracts, unless the Owner has given lawful written instructions that offers of a specified description need not be reported. The Agent shall keep records of offers and the Owner's instructions.

**3.7** The Agent shall take reasonable steps to establish a prospective buyer's purchasing position, including any related sale, proposed funding and available evidence of funds or mortgage arrangements. The Agent shall report relevant findings and material changes to the Owner. These enquiries do not guarantee the buyer's financial position or that the sale will proceed. The Agent remains responsible for carrying out its agreed enquiries with reasonable care and skill.

**3.8** The Agent shall make a member of staff available at reasonable times and on reasonable notice during the Agency Period for consultation and advice relating to the Property.

**3.9** The Agent shall maintain the registrations, permissions and approvals required for its services and comply with applicable legislation.

**3.10** The Agent shall perform its services with reasonable care, skill and diligence.

**3.11** Subject to this Agreement, applicable law and the Owner's lawful instructions, the Agent may determine how its services are carried out.

**3.12** While the agency appointment remains in force, after an offer is accepted the Agent shall prepare and circulate a memorandum of sale, liaise with the parties and their conveyancers, monitor progress and keep the Owner informed of material developments until completion or the transaction ends. The Owner shall appoint a conveyancer and respond promptly to reasonable requests. The Agent does not provide legal advice, control the conveyancing process or guarantee exchange, completion or any proposed timescale.



## 4 The Owner's Responsibilities and Payments

**4.1** The Owner confirms their entitlement to instruct the Agent in relation to the Property. Anyone instructing the Agent on behalf of an owner, company, LLP, estate or trust shall identify their capacity and provide evidence of their authority. The Owner shall promptly notify the Agent of any change affecting ownership or authority to sell.

**4.2** The Owner shall provide the keys, access devices and instructions reasonably needed for agreed viewings. The Agent shall keep keys secure and shall not attach identification showing the Property's full address. Viewings shall take place by prior arrangement with the Owner or another authorised occupier, unless alternative access arrangements have been agreed in writing. Where the Property is occupied by a tenant or another person, the Owner shall ensure that the necessary permissions and lawful access arrangements are in place. The Agent shall obtain the Owner's agreement before arranging additional key copies, with any charge agreed in advance. On termination, the Agent shall arrange the return of keys and access devices held by it.

**4.3** The Owner shall provide accurate and complete information reasonably required to market the Property, supply relevant supporting documents and promptly notify the Agent of any changes or errors. This includes information about ownership and tenure, lease terms and charges where applicable, restrictions, disputes, notices, alterations, known defects and other matters that may materially affect a prospective buyer's decision. The Owner shall review draft particulars and confirm their accuracy or identify corrections before publication. The Owner's approval does not remove the Agent's responsibility to exercise reasonable care and skill, make appropriate enquiries and comply with its own legal obligations. The Owner shall complete the property-information questionnaire provided separately through the Agent's designated system and supply any supporting information reasonably requested. Material information required for lawful marketing must be obtained before publication.

**4.4** During a Sole agency appointment, the Owner shall not authorise another estate agent to erect or maintain an advertising board at the Property. Under Dual or Multi agency, board arrangements remain subject to applicable legal requirements and any necessary permissions.

**4.5** The Owner shall inform the Agent of any offers received during the Agency Period from prospective buyers not introduced by the Agent.

**4.6** Where the conditions for Commission under the selected agency basis in clauses 1.2 or 1.4 are met, including clause 5.3.2 where applicable, Commission is earned on exchange of unconditional contracts and is payable on completion. If the sale does not complete following exchange, Commission becomes payable immediately upon confirmation that the sale will not complete. The Agent shall provide an invoice showing the amount payable. Applicable statutory cancellation rights under clauses 5.6 and 5.7 take priority.

**4.7** If Commission remains unpaid after its due date under clause 4.6, interest shall accrue on the outstanding amount at 3% per annum above Barclays Bank plc's base rate, calculated daily from the due date until payment.

**4.8** No upfront photography or standard marketing charge is payable. Any additional service carrying a separate charge must be identified and agreed with the Owner in writing before it is instructed.

**4.9** The Owner shall provide accurate and complete information and lawful instructions. The Owner shall be responsible for reasonable losses and costs directly caused by their breach of this Agreement, negligence or knowingly misleading information, except to the extent caused or contributed to by the Agent's breach or negligence. The Agent shall take reasonable steps to minimise any loss.

**4.10** The Owner shall provide information and documents reasonably required for identity, anti-money laundering and sanctions checks, including evidence of ownership and authority to sell. For a company, LLP, trust or other legal arrangement, this may include information about its representatives, beneficial owners and persons exercising control. The Agent may use electronic verification services and request further evidence where necessary. If legally required checks cannot be completed, the Agent may delay, suspend or terminate its services to the extent required by law. Information shall be handled in accordance with the Agent's privacy notice. The Agent may be legally restricted from explaining certain compliance decisions. No separate charge is payable for AML or identity checks.



**4.11** The Owner shall disclose any known personal or business connection with the Agent, its employees or any proposed buyer that may be relevant to the transaction. The Agent shall disclose any personal interest it or a connected person has in the transaction, promptly and in writing, before entering into negotiations where required by law.

**4.12** Subject to any lawful payment following statutory cancellation and separately agreed additional charges, no Commission is payable if the sale does not reach exchange of unconditional contracts. Any later sale remains subject to clause 5.3.2.

## **5 Duration, Termination and Cancellation**

**5.1** The Agent is appointed on the agency basis selected in the Appointment Form for an initial period of ten weeks from the Agency start date. The appointment continues after that period until terminated under clause 5.2.

**5.2** Either party may terminate this Agreement by giving at least one week's written notice. Notice may be given during the initial ten-week period but cannot take effect before that period expires. Any applicable statutory cancellation rights are unaffected.

**5.3.1** On termination, the Agent shall cease promoting, marketing and advertising the Property and soliciting offers for it.

**5.3.2** Following termination, Commission remains payable where a buyer introduced by the Agent during the Agency Period, or with whom the Agent had negotiations about the Property during that period, exchanges unconditional contracts to purchase the Property:

(a) within six months of termination, where another estate agent is involved in the sale; or

(b) within two years of termination, where no other estate agent is involved.

These limits apply to all claims for Commission following termination under the agency provisions. For Dual and Multi agency, the Agent must also satisfy clause 1.4. Commission is earned and payable in accordance with clause 4.6.

**5.3.3** The Agent shall have no claim for compensation for loss of agency rights, goodwill or any similar loss, except Commission payable under this Agreement.

**5.3.4** On termination, the Agent shall provide the Owner with a written list of prospective buyers whom it considers were introduced by it, or with whom it had negotiations about the Property during the Agency Period. The Owner should provide this list to any subsequently appointed estate agent to help avoid disputes over commission.

**5.4** Termination does not affect either party's rights or remedies in respect of a breach of this Agreement.

**5.5** A change in the Agent's ownership does not affect this Agreement where DA Residential Ltd remains the contracting party. Transfers to another business are governed by clause 7.1.

**5.6** Where the Owner is a consumer and this Agreement is concluded at a distance or away from the Agent's business premises in circumstances giving rise to a statutory cancellation right, the Owner may cancel within 14 days after the Agreement is entered into, without giving a reason. The Owner may cancel by sending a clear statement to the Agent at the postal or email address shown in the Appointment Form. The cancellation form provided may be used but is not compulsory. Any applicable statutory cancellation right takes priority over the initial agency period and contractual notice requirements. Clause 5.3.2 does not create a separate entitlement to post-termination Commission following a valid exercise of statutory cancellation rights; any payment in that event is governed by applicable law and clause 5.7.



**5.7** The Agent shall begin services during an applicable cancellation period only at the Owner's express request. If the Owner subsequently cancels during that period, any payment shall be limited to the proportionate amount lawfully payable for services supplied before cancellation, subject to the statutory requirements. The calculation shall reflect the proportion of the agreed agency service actually supplied, using the estimated total Commission calculated from the selected rate and initial asking price in the Appointment Form as the starting point, or the market value of the services supplied where that total price is excessive. The Agent shall provide an itemised calculation; cancellation does not automatically make the full Commission payable. Any payment for a separately instructed EPC is also subject to applicable statutory cancellation rights. Starting work or agreeing a sale does not, by itself, remove the Owner's cancellation right. That right ends on full performance only where the required express consent and acknowledgement have been obtained.

## **6 Complaints and Independent Redress**

**6.1** The Agent maintains a written complaints procedure, available on request. Complaints may be sent to [info@greenfieldsproperty.co.uk](mailto:info@greenfieldsproperty.co.uk) or DA Residential Ltd t/a Greenfields, 115 Victoria Road, Ruislip HA4 9BN.

**6.2** The Agent is a member of Property Redress, membership number PRS040886.

**6.3** If the Owner remains dissatisfied after the Agent's final response, or the complaint remains unresolved eight weeks after it was first raised in writing, the Owner may refer it to Property Redress, subject to the scheme's eligibility requirements. Referral should be made within 12 months of the Owner's last communication with the Agent about the complaint.

**6.4** Information about independent redress is available at [www.propertyredress.co.uk](http://www.propertyredress.co.uk). Nothing in this section restricts the Owner's statutory rights.

## **7 General Terms and Business Transfer**

**7.1** The Agent may transfer this Agreement to a successor business that assumes its obligations without reducing the Owner's rights or increasing fees. The Agent shall give one month's written notice identifying the successor and its redress scheme. The Owner may terminate before the transfer without an additional charge, regardless of the initial agency period. Commission rights under clauses 4.6 and 5.3.2 remain unchanged. The Agent remains responsible for its acts and omissions before transfer.

**7.2** These Terms of Business and the Appointment Form contain the agreement between the parties. Changes must be expressly agreed in writing by both parties or their authorised representatives. A specific amendment so agreed takes priority over a conflicting standard term, subject to mandatory law.

**7.3** The Agent shall perform its services with reasonable care and skill. Nothing in this Agreement excludes or restricts liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any liability or statutory right that cannot lawfully be excluded or restricted.

**7.4** No failure or delay in exercising a right is a waiver of that right. A waiver of one breach does not waive a later breach.

**7.5** If any provision is held invalid or unenforceable, the remaining provisions shall continue to apply so far as they can do so lawfully.

## **8 Giving Notice**

**8.1** Notices under this Agreement shall be in writing and may be delivered by hand, sent by first-class post or sent by email.

**8.2** Notices to the Agent shall be addressed to DA Residential Ltd t/a Greenfields, 115 Victoria Road, Ruislip HA4 9BN, or [info@greenfieldsproperty.co.uk](mailto:info@greenfieldsproperty.co.uk). Notices to the Owner shall use the correspondence or email address specified in the Appointment Form, or a replacement notified in writing.



**8.3** A hand-delivered notice is received on delivery. A postal notice is deemed received two working days after posting. An email notice is deemed received on the next working day after sending, provided no delivery-failure notification is received. Evidence of sending should be retained. A working day means Monday to Friday, excluding bank holidays in England.

**8.4** These provisions do not override mandatory rules governing statutory notices or the exercise of statutory cancellation rights.

## **9 Referrals and Previous Agents**

**9.1** The Agent may recommend independent service providers and may receive a referral fee or other benefit. Where applicable, details of the arrangement, including the amount or basis of the benefit, will be disclosed separately in writing before the person referred decides whether to use the service. Use of any recommended provider is optional and does not affect the Agent's handling of offers.

**9.2** The Owner may be liable to pay another agent's commission as well as Greenfields' Commission if the Owner has previously instructed another agent, or appoints another agent during or after this Agency Period, and the relevant fee conditions are met.

**9.3** The Owner shall disclose any current or previous agency agreement that may give rise to commission, together with details of buyers already introduced or in negotiations. Any agreed exclusion from Greenfields' commission must be recorded in writing before marketing begins.

## **10 VAT**

**10.1** The Appointment Form states the Commission rate inclusive and exclusive of VAT. If the statutory VAT rate changes, the VAT charged and corresponding VAT-inclusive figures shall adjust accordingly from the date legally required; the underlying fee exclusive of VAT does not change automatically.

## **11 Relationship of the Parties**

**11.1** Nothing in this Agreement creates a partnership or an employer-and-employee relationship between the Owner and the Agent.

## **12 Governing Law and Jurisdiction**

**12.1** This Agreement is governed by the laws of England and Wales. The courts of England and Wales shall have jurisdiction, without restricting any mandatory rights a consumer has to bring proceedings in another competent court.

## **13 Privacy and Information Sharing**

**13.1** The Agent shall use personal information to administer this Agreement, market and progress the sale, carry out identity and compliance checks, and meet legal obligations.

**13.2** Information may be shared lawfully with relevant buyers, conveyancers, service providers, authorities and any successor agent. The Agent may use electronic systems, including Street.co.uk, to collect and manage information.

**13.3** The Agent's privacy notice explains how information is used, the lawful bases, retention periods and individuals' rights. A copy shall be provided when personal information is collected. Signing this Agreement does not constitute consent to unrelated marketing.



# Cancellation Form

Complete only if a statutory cancellation right applies. You may instead send any clear statement of cancellation. To meet the deadline, send your statement before the applicable cancellation period expires. See clauses 5.6 and 5.7.

To: DA Residential Ltd t/a Greenfields  
115 Victoria Road, Ruislip HA4 9BN  
info@greenfieldsproperty.co.uk

I/we give notice that I/we cancel the contract for sales agency services identified below.

Agreement date

Property address

Seller name(s)

Seller address

Signature(s)

Date

A signature is required only if this form is submitted on paper. Keep a copy of your cancellation statement.