

Terms & Conditions

Residential Sales

Sole and Multiple Agency



1. Sole agency

Where Rubicon act on your behalf as your sole agent, 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 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 with a purchaser introduced by another agent during that period. Sole agency instructions, including Open House which is only available on a sole agency basis, are subject to a minimum contract period of 12 weeks. Either party may terminate such a contract by giving four weeks notice in writing. Such notice cannot be serviced prior to the eighth week of instruction due to this minimum period.

2. Multiple agency

When Rubicon Estate Agents is appointed together with a number of other agents to market your property our period of agency will continue until such time as the property is sold either party may terminate this contract by giving 4 weeks notice.

You will be liable to pay the agreed commission to Rubicon in addition to any other costs or charges agreed, if, at any time or within 6 months of termination by you of this agreement in writing another agent is instructed and unconditional contacts for the sale of the property are unconditional contacts for the sale of the property are exchanged in the following circumstances:

- A buyer who was introduced by Rubicon during the period of our multiple agency;
- A buyer with whom we had negotiations about the property during that period.

Our multiple agency fee plus VAT is specified in the confirmation of our terms and conditions.

3. Sub instruction

Rubicon reserves the right to sub-instruct other agencies at any time during our agency if we consider that this would be in your best interests. This will not involve any extra costs and all viewings and negotiations will be co-ordinated by Rubicon.

4. Payment of fees

Rubicon fees are calculated as a percentage of the sale price achieved plus VAT. The sale price will deemed included all any extra prices for fixture fittings, carpets, furnitures, curtains and other related items.

By signing this agreement you give Rubicon 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 price on that date and provided there is sufficient balance of the proceeds of sale to settle Rubicon fees in full. If any of our fees remain outstanding you must pay us direct. At our discretion payment can be delayed until the completion date. However if for any reason completion is delayed or does not take place within thirty days of exchange, our fees become payable with immediate effect. If the rate of VAT should change, the rate charged will be that applicable on the date of the invoice.

If the property is part-exchanged with other premises our fees will be calculated on the full market value of the property with vacant possession on the day that the exchange takes place.

If a sale 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 our fees will become due upon exchange of contracts and payable upon completion or within thirty days of exchange whichever is the earlier.

If more than one person signs this agreement liability for payment of our fees will be joint and several which means that we may apply to either person to pay the full sum owing in fees, costs and any agreed expenses.

5. Interest on late payment

Should all or any part of the fees and agreed costs due to Rubicon remain outstanding for more than 21 days after the completion date or more than thirty days from the date of exchange whichever is the earlier Rubicon reserves the right to charge interest at an annual rate of 3% above base rate of HSBC, from the date fees first became due on the exchange of contracts.

6. For sale board

Subject to your consent and subject to any local authority restrictions, bye-laws, conservation areas or other covenants relating to the property, Rubicon will erect a For Sale board. You must inform us in writing if current bye-laws or any restrictions placed on your property forbid the erection of a board.

To ensure compliance with the town and country planning (control of advertisements) Regulations 1987, you, agree not to allow the display of any other estate agents board whilst our board is displayed. You also give us authority to arrange the removal of any other agent's board currently or subsequently displayed without our consent at your property. If there is a current board from another agent displayed at the property you must arrange removal before our board can be displayed.

Signature _____ Date _____

Signature _____ Date _____

7. Energy Performance Certificates (EPCs)

It is a legal requirement to have commissioned an EPC before marketing can commence on your property. Rubicon can arrange this for you at a cost of £114 inc VAT.

8. Disclosure

It is a requirement of this agreement that should an offer be agreed privately, or via another estate agent, the seller must disclose to Rubicon the identity of the purchaser prior to exchange of contracts.

9. Keys

Where you provided us with a set of keys, we may make further copy to facilitate viewing for the instructed office and other offices.

Rubicon offer a secure key tag system that ensures that third parties cannot identify which property a key belongs to, therefore in the unlikely event that keys are lost or unaccounted for, Rubicon's liability is limited to the cost of cutting new keys. Rubicon's liability is limited to the cost of cutting new keys.

10. Related services

A buyer may wish to instruct us about a related service. Rubicon does offer such services, including the following:

- The sale and letting of residential and commercial property;
- The provision of financial services;
- Conveyancing;
- Refurbishment;
- Lettings and Property Management.

Where a buyer uses other services, Rubicon or its employees may receive a fee or commission while acting on your behalf. Any monies received will be retained by us and will not be off-set against any fees, commission or other charges that are payable to you.

11. Connected persons

The Estate Agents Act 1979 requires that we declare to prospective purchasers if you or any of your relations work for, or are associated in business with Rubicon or any of its employees.

Unless specifically stated in our covering instruction letter, we are not aware of any personal interest existing between ourselves or anyone in our employment or any connected person(s) and you. If you are or become aware of such interest you should notify Rubicon immediately.

Are you aware of any such relationship? Yes No

The nature of the relationship is

12. Data protection

By signing this agreement, you consent to the lawful processing of personal data by Rubicon for the purpose of providing the services under this agreement. We comply with the data protection act 1998 and take all reasonable steps to prevent any unauthorised access to personal data. The information held by us is confidential and will only be used for the following reasons:

- To disclose details of your property in marketing literature if we or any sub-agent instructed on our behalf; successfully arranges the sale of your property;
- To offer products and services or to disclose information obtained from you to carefully selected companies with who Rubicon is connected to enable them to notify you of products and services that may be of interest;
- To comply with statute;
- To comply with a request from a government or law enforcement agency
- To refer your details to a debt collection agency or legal adviser if your commission, expenses and other agreed costs are unpaid 14 days after legal completion;
- To provide personal details to utility suppliers and the local authority upon completion unless requested not to do so by you in writing.

If you do not wish your information or your property details to be used after the marketing of products or services or in our advertising literature after completion of a sale, you must write to us.

13. Complaints procedure

Should you have any problems with the service received from Rubicon which you are unable to solve with the Office Manager you should write to the Director.

The complaint will be acknowledged within two working days of receipt and an investigation undertaken. A formal written outcome will be sent to you within 14 working days.

14. Ombudsman for Estate Agents

Rubicon is a member of the Ombudsman for Estate Agents scheme and abides by their code of practice. By signing this agreement you confirm that we can provide any information relating to the sale of your property and how you can be contacted if requested by the Ombudsman. Contact details for the Ombudsman are available upon request.

Signature _____ Date _____

Signature _____ Date _____

15. Discrimination

Rubicon does not discriminate against any person for any reason.

16. Direct approached and personal safety

We will always inform you of an appointment for any prospective buyer to view your property. If, at any time, you are approached directly by any person, who has been introduced by us to your property directly or indirectly as a result of our promotion of it, you should inform us immediately and not allow access at that time to that person unless we have contacted you and arranged a mutually convenient appointment. If not we will endeavour to check that person is genuine and arrange an appointment if a viewing is required by that person.

Promotion includes advertising, our agency board, our brochures and websites and spoken or written advice and information given to any person. Within our sole agency period if a buyer is introduced by a vendor directly and this transaction leads to a successful exchange of contracts, our full sole agency commission will be payable.

17. Anti-Money laundering Regulations

The money laundering regulations 2007 requires us to obtain proof of identity and residence in the form of a passport and a utility bill addressed to you at your current address in the last three months prior to marketing the property on your behalf. We also require proof of ownership in the form of a current mortgage statement, title deeds or a current service charge statement. You can either send us original documents which will be copied and then returned to you, or copies of the documents which have been certified by a solicitor as genuine. Should Rubicon be unable to obtain the above information, we will not be able to work on your behalf.

Current legislation may also require us to make a disclosure of information about you to the relevant government authorities or

18. Assignment

We may assign the rights and obligations under the agreement providing the rights of the seller are not affected.

19. Acts of third parties

We are not responsible or liable for the acts, omissions or failures of third parties unless it is due to the negligence or breach of contract or omissions of Rubicon or their employees.

20. Entire agreement and variations

This contract constitutes the entire agreement between Rubicon and the seller and supersedes all prior agreements, understanding, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing by a Direct of Rubicon.

21. Administrator Charges

Once an offer has been accepted orally or in writing by you and your solicitor is in receipt of the other party's solicitor details, and if you subsequently inform us that you do not wish to proceed with the sale you will be charged an administration charge of £3,000 plus VAT.

22. English law

This agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Court.

23. Liability and instructions

I/we agree by signing this contract to be personally liable to pay Rubicon's fees specified in this agreement; agree to accept all the terms and conditions contained in this agreement; and will advise you immediately if any aspect of the sales particulars is or becomes incorrect at any point in the future. I/We also authorise our solicitor to forward to you any information required to enable Rubicon to act on your behalf that is held by the solicitor.

24. Ownership and Authority

By signing this agreement you confirm that you are the sole or joint owner of the above property and you confirm that you are authorised by any co-owner to instruct us to sell the property and to give us instructions in order to progress a sale.

By signing this contract the signatories confirm that if this agreement is not signed by all the owners or trustees, of the property to be sold then the signatories are authorised to sign the agreement on behalf of such persons and will take full liability for any breach of this condition and reimburse Rubicon for any losses suffered due to such breach.

Definitions

"client" "seller" "you" or "yours" means the person or legal entity named in the particulars at the top of the agreement or their successors in title.

"Rubicon" "Agent" "us" "our" or "we" means Rubicon Estate agents which is a limited company and the registered office is 65 Narrow Street Limehouse E14 8DP.

Signature _____ Date _____

Signature _____ Date _____

Confirmation of Instruction and Terms and Conditions of business, fees and expenses

In accordance with the Estate Agents Act 1979, to be read in conjunction with the Rubicon terms and conditions which will apply to this agreement.

Address of property to be sold:
..... Postcode:

Vendor 1

Title: Name:
Phone number: Work number:
Mobile number: Email:

Vendor 2

Title: Name:
Phone number: Work number:
Mobile number: Email:

Correspondence address:
..... Postcode:

Tenure of property Leasehold Freehold Share of freehold

Asking Price: £

Unexpired term: Annual ground rent: £ Annual service charge: £

Service

Sole agency basis

Sole agency: % + vat

Minimum fee: £ + vat

Initial sole agency period: weeks. Date of commencement: / /

Multi agency basis

Multi agency: % + vat

Minimum fee: £ + vat

I/We instruct the agent to commission the EPC at a cost of: £95 plus VAT

I/We can confirm that an EPC has been commissioned and will be provided to the agent within 28 days of marketing commencing.

Consumer Protection Regulations:

I/We are not aware of any information concerning the above mentioned property which I/we believe an average consumer would wish to be aware of before deciding whether to buy the property. However, should we become aware of any further information we will pass this information on to Rubicon Estate Agents Limited.

Vendor (1) Signature: Date: Vendor (2) Signature: Date:

Notice of Right to Cancel:

You have the right to cancel this Agreement if you wish. This right can be exercised by confirming in writing to us of your wish to cancel at any time within the period of 14 days starting from the date shown on this Confirmation of Marketing. Any written notice of exercise of this right is deemed to have been served either on delivery (where had delivered), on posting (where posting) or on sending (where sent electronically). If work under the Agreement has, with written agreements, commenced prior to exercise of the right to cancel, you may be required to pay for any goods and services supplied to you.

If you wish to cancel this Agreement pursuant to the above right you may (but do not have to) use the form below:

To; Rubicon Estate Agents Limited, 65 Narrow Street, Limehouse, London, E14 8DP

I hereby give notice that I/we wish to cancel my/our contract.

Address of the property(s):.....

Signed: Date:.....

I confirm that the above information is accurate and that I have read and understood the terms and conditions contained within this document. I understand that I may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed and confirm that I wish Rubicon to commence marketing the property immediately. I accept that in signing this document I am bound by its entire contents.

This document forms a contract between us so please read its contents carefully before signing. Do not sign until you have completely read and understood all parts of the document.





Vendor 1	Vendor 2	Rubicon
Signature:	Signature:	on behalf of Rubicon:
Print name:	Print name:	Print name:
Date:	Date:	Branch:
		Date:



We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the Letting of your property to The Property Ombudsman. If you or the applicant have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they for them, to assist in their monitoring of our compliance with the Code of Practise.



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