



# Fortess Homes

ESTATE AGENTS

RESIDENTIAL SALES, LETTINGS AND PROPERTY MANAGEMENT

[www.fortesshomes.com](http://www.fortesshomes.com)

**Sales terms and  
conditions of business,  
fees and expenses**

Client: \_\_\_\_\_

Property address: \_\_\_\_\_  
\_\_\_\_\_

Contact address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Mobile: \_\_\_\_\_ Home: \_\_\_\_\_

Agency type: (tick Box)

Sole agency       Multiple agency       Open House  
1.8% Inc VAT      3% Inc VAT      2% Inc VAT  
(12 week minimum term)      (12 week minimum term)

Based on the agreed marketing price of £ \_\_\_\_\_ This would be £ \_\_\_\_\_ fee Inc VAT

Tenure:      Freehold      Leasehold

Expiry date: \_\_\_\_\_ + Share of Freehold (Y / N)

Other: \_\_\_\_\_ £ \_\_\_\_\_

sole agency or a sole selling rights basis; or

b) that seller instructs another agent during or after the period of Fortress Homes sole agency or joint sole agency.

#### Time and payment of fees

All Fortress Homes fees become due and payable upon exchange of contracts. However, and at the discretion of Fortress Homes, fees may be paid out of completion monies. On signing this document, you are hereby authorising your lawyers to pay our fees out of the sale proceeds.

#### Interest

We reserve the right to charge interest from the date of exchange of contracts on any amounts still outstanding 28 days after Fortress Homes fees are first demanded. The prescribed rate of interest shall be 2% above the Bank of England base rate as at the date they are first demanded and payable from that date.

#### Magazine/newspaper/publications

Most properties marketed by ourselves are included in the Fortress Homes Magazine. However, we reserve the right not to produce details of or include any property in our magazine or any other publication.

#### Connected persons

As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify Fortress Homes immediately.

#### Related services

A purchaser may wish to instruct us about a related service. Fortress Homes does offer such services to purchasers including the following: the sale or rental of this or another property; the provision of financial services. Where this occurs, Fortress Homes or its employees may receive a fee. Any commission or other income earned by Fortress Homes while carrying out our duties as agent for the sale of the property, for example by referrals to third party EPC suppliers or solicitors, will be retained by Fortress Homes

#### Keys

Where you provide us with a set of keys (or authorise us to use keys held by another agent), we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. We will not charge you for this service. Fortress Homes secure key tag system ensures that third parties cannot identify which property a set of keys belongs to, therefore, in the event that keys are lost or unaccounted for, Fortress Homes liability is strictly limited to the cost of cutting a new set of keys.

#### Complaints procedure

Should you have any problems with Fortress Homes service which you are unable to resolve with the Negotiator involved or the branch/department Manager, you should write to the Director for the area/department in question. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within 15 working days. If you remain dissatisfied, you should write to the Director of Customer Services and Compliance (DCSC). The same time limits will apply. Following the DCSC's investigation, a written statement expressing Fortress Homes final view will be sent to you and will include any offer made. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to the Property Redress Scheme (PRS) within 12 months for a review. For the avoidance of doubt, PRS will only review complaints made by consumers.

#### Anti-Money Laundering Regulations (AML)

Fortress Homes is subject to the Money Laundering Regulations. As a result we will need to obtain and hold evidence confirming your identity and proof of your address. We will be unable to proceed with any work on your behalf until we obtain this from you. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property and confirmation of the source or destination of funds may also be requested.

#### Data protection and privacy policy

Fortress Homes is registered under the Data Protection legislation and we undertake to comply with the Act in all our dealings with your personal data. In the provision of our services, we may instruct other organisations to process personal data on our behalf and/or share personal data with law enforcement agencies, which may also involve the transfer of data outside the European Economic Area. We are committed to ensuring that your personal data is always dealt with securely and in strict compliance with the Act. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: The Manager of New Business, Hesham Karim & Co Limited T/A Fortress Homes, 164 Malden Road, Belsize Park, London NW5 4BS

#### 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 Fortress Homes the identity of the purchaser prior to exchange of contracts.

#### Jurisdiction

The High Court and the County Courts of England and Wales shall have jurisdiction over this agreement. Entire agreement and variations This contract constitutes the entire agreement between Fortress Homes and the seller and supersedes all prior agreements, understandings, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing by a Director of Fortress Homes. We are members of The Property Redress Scheme and abide by The Property Redress Scheme Code of Practice. You agree that we may disclose information relating to the sale of your property to The Property Redress Scheme, if you or the applicant have registered a complaint and The Property Redress Scheme asks for it. You also agree that we may disclose your contact details to The Property Redress Scheme if they ask for them, to assist in their monitoring of our compliance with the Code of Practice. Karim & Co Limited T/A Fortress Homes, 164 Malden Road, Belsize Park, London NW5 4BS Registration No 15000710 (England) LONDON  
Property Redress Scheme Membership Number: PRS041728 [www.theprs.co.uk](http://www.theprs.co.uk)

#### Notice of the Right to Cancel

You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed. Notice of Cancellation MUST BE IN WRITING and should be delivered or sent by post to the Cancellations Department, Fortress Homes, 164 Malden Road, Belsize Park, London NW5 4BS; or by email to [info@fortresshomes.com](mailto:info@fortresshomes.com). Any Notice of Cancellation is deemed served on the day that it is delivered, posted or sent. If you have given us your written agreement to market your property within the cancellation period you may be required to pay our commission fees if we have introduced a tenant to your property prior to your serving a Notice of Cancellation.

#### Notice of Cancellation

If you wish to cancel this contract, you MUST DO SO IN WRITING and you may complete, detach and use this section to do so. Please ensure that it is delivered or sent by post to the address given above, or emailed to [info@fortresshomes.com](mailto:info@fortresshomes.com)

I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our property (delete as appropriate) the address of which is:

Signed: \_\_\_\_\_

Name and address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Fortress Homes to commence marketing the property immediately. I accept that in signing this document I am bound by its entire contents.

Signed \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

#### Sole agency

Where Fortress Homes 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 served prior to the eighth week of instruction due to this minimum period.

#### Multiple agency

Where Fortress Homes is instructed along with other agents, 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; or with a purchaser to whose attention we brought the availability of the property. A multiple agency instruction can be terminated at any time by either party by giving four weeks' notice in writing

#### Asset Transfer

For the avoidance of doubt and without prejudice to the above it is the intention of the parties to this agreement that any purchase by way of asset transfer will be effected to maximise efficiencies and that such a transfer will be treated as if it was a sale of property for the purposes of this agreement.

#### Energy Performance Certificates (EPCs)

It is a legal requirement to have commissioned an EPC before marketing can commence on your property. Fortress Homes can arrange this for you at a cost of £120.00 inc VAT.

#### Sub instruction

Fortress Homes 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 Fortress Homes.

#### Fees payable

Fortress Homes fees are calculated as a percentage (%) of the sale price achieved inclusive. As Fortress Homes fees are based on a percentage of the price achieved, should this be higher or lower than the asking price, Fortress Homes fees will be correspondingly higher or lower. For all sole agency instructions, this percentage is at a rate of 1.8% (inc VAT). For all multiple agency instructions, this percentage is at a rate of 3% (inc VAT). For example, on a sole agency instruction our fees of 1.8% for a £400,000 property would be £7,200 (inc VAT). On a multiple agency instruction our fees of 3% for a £400,000 property would be £12,000 (inc VAT). All agency commissions are subject to a minimum fee of £3,000 (inc VAT). The sale price will be deemed to include any extra prices for fixtures, fittings, goods, chattels, carpets, curtains and other such related items.

#### Responsibility of fees

The responsibility for the payment of fees remains with the party(ies) named on this document and you hereby confirm that you have obtained all necessary consents to allow you to instruct Fortress Homes to sell the property. Fortress Homes will be entitled to a commission fee if you terminate this contract and go on to sell the property to a purchaser that Fortress Homes has introduced within six months of the date Fortress Homes instruction ended. However, Fortress Homes will give up its rights to any commission fee if a purchaser first introduced by Fortress Homes goes on to buy the property through another estate agent in circumstances where that purchaser was introduced by the other estate agent more than six months after Fortress Homes instruction ended. If no other estate agent is introduced, this time limit will not apply. There may be a dual fee liability if:  
a) the seller has previously instructed another agent to sell the same property on a sole agency, joint