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Seymours Estate Agents Agency Agreement

Seymours

Address of property to be sold

66 Dairymans Walk

Guildford, Surrey

Postcode: GU4 7FF

Seller(s): Max Harvey

Correspondence address

Postcode:

Primary contact

Phone: 07470 096326

Mobile:

Other:

Email: maxharvey71@gmail.com

Secondary contact

Acting as	X	**Sole agent for**	16	**weeks**	(	Fixed fee £4,000 + VAT %)	calculated to **TOTAL**	£ 4,800 (inc. VAT)
		Multiple			(	%)	calculated to **TOTAL**	£ (inc. VAT)

The actual cost of our commission payable by you will be calculated as a percentage of the **achieved sale price** which will not necessarily be what the property is marketed at.

Our advice on price from £ **to** £

Agreed marketing price £ 180,000 **Date agreement to commence** 09 / 10 / 2026

Special terms / other changes agreed:

Do you currently have any parties interested in purchasing your property or has viewed your property through a previous estate agent? Yes X No

Energy Performance Certificate (EPC)

In accordance with the Housing Act 2004, no properties can be marketed without having fully compliant Energy Performance Certificate (EPC). The cost for us to provide an EPC is _____ + VAT (_____).

I/we confirm that I/we am/are authorised to instruct Seymours Estate Agents to proceed with the marketing of the property stated above on my/our behalf and any co-owners of the property and/or any parties who receive rights by sale or transfer including my/our estate(s). I/we accept that my/our responsibility to pay commission at the agreed rate arises on exchange of contracts and I/we will authorise my/our conveyancer to settle this immediately from the completion funds. I/we confirm that I/we have read and agree to the terms of business as laid out on the facing page of this document.

Signed on behalf of the seller

Signed by: Max Harvey
93EF5F4B055C435...

Date: 21-Oct-2026

Max Harvey

Signed on behalf of Seymours Estate Agents

Signed by: Becca Thurley
599DDC38C72A492...

Date: 21-Oct-2026

Becca Thurley

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Seymours Estate Agents Terms of Business

In accordance with section 18 of the Estate Agents Act of 1979 (and in accordance with the code of Practice laid down by the Ombudsman for Estate Agents Oct. 2006)

The Client ("you") instructs Seymours Estate Agents ("us") to offer the property described overleaf ("property") for sale on the following terms.

Please be aware that marketing of the property cannot begin until the seller has agreed the Terms of Business. By signing the agency agreement overleaf you confirm that you have read and fully understand these terms of business.

(1) Initial Marketing Price

This is the price Seymours Estate Agents will commence marketing at. The figure does not constitute a formal valuation and will be reviewed with you as part of our ongoing marketing programme.

(2) Sole Selling Rights

You will be liable to pay the commission fee 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:

(i) With a purchaser introduced by us during the period of our Sole Selling Rights or the notice period referred to in clause 5,

or

(ii) With a purchaser with whom we had negotiations about the property during the period of our Sole Selling Rights or the Notice Period referred to in clause 5,

or

(iii) With a purchaser introduced by other estate agents during the period of our Sole Selling Rights or during the Notice Period referred to in clause 5.

or

(iv) With a private purchaser introduced during the period of our Sole Selling Rights or during the Notice Period referred to in clause 5. If it arises that during our Sole Selling Rights period or the Notice Period referred to in clause 5, your property is marketed by any other agent or party, including internet sites or other electronic media, then our fees will revert to our standard (Multiple Agency) fee. All other terms of our Sole Selling Rights will still apply. You may be liable to pay two fees if you have instructed another agent or party to sell your property whilst you are still bound by this Agency Agreement.

(3) Minimum Period

Minimum Period for a Sole Selling Rights agreement is 16 weeks from the date this Agency Agreement commences.

(4) Multiple Agency

Whilst we are instructed at the same time as any other agent you will be liable to pay the commission fee 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:

(i) With a purchaser introduced by us during the period of our Multiple Agency or the Notice Period referred to in clause 5,

or

(ii) With a purchaser with whom we had negotiations about the property during the period of our Multiple Agency or within the Notice Period referred to in clause 5.

(5) Notice Period

Either the agreed Sole Selling Rights or Multiple Agency will continue until 14 days written notice of termination is served by either party. For Sole Selling Rights this cannot be given until fourteen days prior to the end of the minimum period, referred to in clause 3. If we are instructed by you to cease marketing the property, this will not constitute termination of this agreement.

(6) Effective Introduction

An effective introduction referred to in clauses 2, 4, 7 and 8 includes but is not limited to introductions by way of:

(i) Electronic media

(ii) Verbal communication

(iii) For Sale board

(iv) Word of mouth

(7) Exchange of Property

In the event that you purchase a property and the owner of that property, whether private purchaser or company, agrees to buy your property or take it in part exchange during our agency period, this will constitute an Effective Introduction. We will therefore be entitled to seek the standard agency commission fee which will be calculated on the last marketing price at which your property was marketed by us, unless otherwise agreed by us in writing.

(8) One-off introductions

In the event that you allow us to introduce specific one-off purchaser(s) to your property, these will be deemed as an Effective Introduction under the terms of this Agency Agreement and our standard commission fees will apply.

(9) Services offered to Purchasers and Vendors

Seymours and other associated companies may offer prospective purchasers and vendors services from which we or they may earn commission. These services may include estate agency; arranging mortgages; general insurances or life insurance; conveyancing services; surveys and valuations; lettings and property management; removals; Energy Performance Certificates. We confirm that we will forward to you promptly and accurately in writing all offers from prospective purchasers and we will not prefer one purchaser to another solely because he or she has agreed to engage us in the provision of such services described above.

(10) Payment of Fees

By signing this Agency Agreement you further accept that if our commission fees plus any other costs or charges agreed are not paid in cleared funds within seven days of completion, interest will be charged at the rate of 8% per annum on such fees, both before and after any judgement, from the date upon which the fees are first demanded (i.e. upon exchange of contracts) until payment is made in full. We will send a copy of this Agency Agreement to your legal representative and request them to pay our commission fee plus any other charges agreed directly from completion monies as you have authorised us to do so in the Agency Agreement overleaf. Should you wish to pay our commission fee plus any other costs or charges agreed with us directly, you agree to give us 14 days notice of this fact in writing prior to completion. The commission fee is calculated as a percentage of the achieved sale price.

(11) Disclosure

You agree to inform us and disclose the purchaser's identity if a sale is agreed privately or via another agent, both during this Agency Agreement and for six months after it ends, in line with transparency obligations under the DMCC Act 2024.

(12) For Sale Board

By authorising us to erect a 'for sale' or 'sold subject to contract' board at your property, you also give us authority to take down any other agents boards which are erected to avoid

contravention of the Town & Country Planning Act, which allows only one agents board at each property. You also undertake not to allow other agents to erect boards in addition to Seymours without advising us beforehand.

(13) Withdrawal Contribution

Should you decide to cease marketing and withdraw your property during the Sole Selling Rights or Multiple Agency period, you agree to make a fair and reasonable cost contribution associated with the creation, production and distribution of marketing materials. Such cost contribution shall be determined in good faith by us to a maximum of £300 which will be provided to you in writing, payment of which would be due within 14 days thereafter.

(14) Connected Persons

In accordance with section 21 of the amended Estate Agents Act, 1979, we are not aware of any personal interest existing between ourselves or anyone in our employment or any connected person(s) and yourself(ves). If you are or become aware of an interest you agree to notify Seymours immediately.

(15) Keys

Seymours 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 damaged or unaccounted for, Seymours liability is strictly limited to the cost of replacement keys.

(16) Unoccupied Property

We cannot accept responsibility for vacant properties. Please ensure that if your property is vacant, the central heating and water systems are drained in cold weather. Please ensure that the electricity supply is left on for evening appointments.

(17) Entire Agreement

This contract constitutes the Entire Agreement between the parties. No amendments or variations are to be made to this Agency Agreement (including the percentage commission set out overleaf) unless expressly agreed in writing and signed by a Director of Seymours. Nothing in this Agreement shall exclude or limit your statutory rights under the Digital Markets, Competition and Consumers Act 2024.

(18) English Law

This Agency Agreement shall be governed by the English Law and both parties agree to the exclusive jurisdiction of the English courts.

(19) Customer Services

Any issue arising from service standards should be sent in writing to The Partner(s) of the individual Seymours branch. Further details can be found on our website. www.seymours-estates.co.uk

(20) Ombudsman Scheme

We are a member of The Property Ombudsman (TPO) and comply with the latest edition of the TPO Code of Practice and complaints procedure. Details are available from your local branch, on our website, or online at www.tpos.co.uk. You agree we may disclose information relating to your property sale to the Ombudsman to assist their oversight of our compliance. Our membership does not affect your statutory rights under the Digital Markets, Competition and Consumers Act 2024 or other applicable law.

(21) Description of the Property

Under the Digital Markets, Competition and Consumers Act 2024, it is an offence to make a false or misleading statement or omission about your property. You understand that anything said, written or shown in respect of the property must be factually correct and the information provided by you is accurate and true. We will prepare 'For Sale' particulars which will be sent to you with a letter asking that you read the details and, if approved, sign the 'draft' details to confirm that they are correct, accurately describe the property and are not misleading. You agree that you will advise us immediately if any statements or any aspect of the sales particulars is, or later becomes, inaccurate or misleading.

(22) Address for Service of Notices

Any notice required to be given under or in connection with this agreement by Seymours to you shall be effective if delivered to the address of the property (both before and after completion) unless we are notified in writing by you of a different address.

(23) Data Protection

The details of the property and any personal details you supply will be recorded and retained, in accordance with Data Protection Legislation, on computer and ancillary devices for use in the administration and promotion of the sale of the property. You consent to information regarding the property being accessed via the internet.

(24) Money Laundering Regulations

Under the Money Laundering Regulations 2017 we are obliged to carry out due diligence against money laundering. You confirm that you are legal owner(s) of the property and agree to produce two forms of identification for each owner.

(25) Notice of the Right to Cancel

Where this agreement is signed at your home or office, you have a right under the Digital Markets, Competition and Consumers Act 2024 to cancel it within 14 days from the day you received this notice. You may do so by writing to the Seymours Estate Agents branch where the agreement was initiated; see the address at the bottom of this form. A cancellation form is provided. Any notice is deemed given when posted or, if emailed, on the day it is sent.

(26) Signature(s)

By signing the agreement opposite you hereby authorise us to immediately begin marketing the property prior to the expiry of the 14 day cancellation period. This is conditional upon the production of an Energy Performance Certificate for this property.

The seller should sign on behalf of all co-sellers. If for any reason the co-seller may not give consent to the sale of the property (e.g. a sale arising from a matrimonial settlement), this agreement should be signed by the co-seller as well.

Date of preparation of these terms of business:

July 2025