



Thank you for choosing us!

Please complete this Agreement by clicking on the grey side bar menus to enter the necessary data we need to process your Agreement.

Here is a menu for you to try...

Once you have completed all the information, click the Finish Editing button to complete the Agreement.

## Residential Sales Marketing Agreement

# Dourish & Day

## MARKETING AGREEMENT

### NAMES OF SELLERS OR BENEFICIAL OWNERS

1: Name Mr Jonathan Jarvis  
Tel ..... Mobile 07941 868567  
Email jonjarvis71@gmail.com

2: Name Mr Robert Jarvis  
Tel ..... Mobile 07984 130608  
Email rob.jarvis1968@gmail.com

### ADDRESS OF PROPERTY TO SELL

2, Parsons Drive, Gnosall, Staffordshire, ST20 0QS

### CORRESPONDENCE ADDRESS

.....  
.....  
.....  
.....

### MARKETING / ASKING PRICE (not a valuation)

£ 355,000

### AGENCY TERMS

You will be liable to pay our fee, in addition to any other costs or charges agreed, if at any time contracts for the sale of the property are exchanged with a purchaser introduced to you by us during our agency period, or with whom we have had negotiations about your property, or by any direct approach to you if prompted by our sign or promotion. Or, if Sole Agency is selected, with a purchaser introduced by any other Agent, or person.

In the unlikely event that a sale is agreed and then falls through or the property is unavailable for viewings, the inactive period will be a Marketing Hiatus. Our Exclusive Period will go on hold and resume when active marketing restarts.

**SOLE AGENCY** We will act as your Sole Agent for a minimum Exclusive Period of 12 weeks and will continue thereafter unless you give 14 days written notice after it has elapsed. No other Agent may be appointed, but if one is you will create a dual fee liability. Our fee will increase to our multi agency rate. If we sell the property we will be due a Multi Agency fee, if they sell it we will still be due a Sole Agency fee.

**MULTI AGENCY** We will act as your Agent unless you give us 14 days written notice.

For fees based on a percentage basis, the examples are calculated using the initial Marketing Price. If the property is sold for a higher or lower figure the fee will vary accordingly.

|                                                  |                                                |                                    |
|--------------------------------------------------|------------------------------------------------|------------------------------------|
| Agency Rate                                      | Percentage <input checked="" type="checkbox"/> | Fixed Fee <input type="checkbox"/> |
| Sole Agency <input type="checkbox"/>             | %                                              | £                                  |
| Calculated Fee                                   | £                                              |                                    |
| +VAT @ 20%                                       | £                                              | £                                  |
| Total Fee                                        | £                                              | £                                  |
|                                                  | Percentage <input checked="" type="checkbox"/> | Fixed Fee <input type="checkbox"/> |
| Multi Agency <input checked="" type="checkbox"/> | % <u>1</u>                                     | £                                  |
| Calculated Fee                                   | £ <u>3,550</u>                                 |                                    |
| +VAT @ 20%                                       | £ <u>710</u>                                   | £                                  |
| Total Fee                                        | £ <u>4,260</u>                                 | £                                  |

### EXECUTORSHIP / PERSONAL REPRESENTATIVE

Is the sale of the property subject to Grant of Probate ..... **yes**  
If yes, has probate been applied for ..... **yes**  
If yes, has probate been granted .....  
If you are acting in the capacity of a Personal Representative, Executor or have Power of Attorney, documentation should be provided to us .....  
..... ☐ attached ☒ to follow

Once probate has been granted, a copy should be forwarded to your Legal Representative and our office

### INTERESTED PARTIES

Have any individuals or parties shown interest in purchasing the property prior to this agreement, privately or through another agent? Please see detailed terms overleaf. Are there any interested parties? .....  
.....

### SPECIAL ARRANGEMENTS

Appointment with FA ..... **no**  
For Sale Sign ..... **yes**  
Alarm Code .....  
Number of Keys.....

### ENERGY PERFORMANCE CERTIFICATE

In signing this agreement you acknowledge that you are required to provide an up to date EPC for your property. Your options are as follows:

- ☐ I have an up to date EPC and will provide a copy.  
☒ I confirm that an EPC has been commissioned and will provide evidence. I understand it must be obtained within 7 days of marketing, with a 21-day extension only if reasonable efforts are made.  
☐ I will pay you £ ..... inc VAT to prepare an EPC for me.

# Residential Sales Marketing Agreement

## SELLERS LEGAL REPRESENTATIVE, IF KNOWN

Contact .....  
Firm .....  
Address.....  
Tel ..... Email.....  
Would you like a no obligation quotation .....

## INTERNAL SURVEILLANCE CAMERAS

Video of individuals, is considered sensitive information. Laws govern the use of video, including observing visitors to your home. When using cameras you must comply with Data Protection laws. We strongly recommend that you switch off any internal cameras whilst we visit.

## NOTICE OF THE RIGHT TO CANCEL

If you are a Consumer AND this agreement is concluded in a place which is not the business premises of the Agent you have the right to cancel within 14 days without giving any reason. This right can be exercised by sending us a clear statement, by email, post or durable medium, before the cooling off period has expired. You may use the Cancellation Notice overleaf but it is not obligatory.

- ☐ The Agreement is being signed in the Agents premises, the cooling off period does NOT apply and marketing will begin immediately
- ☒ The Agreement is being signed away from the Agents premises, the 14 day cooling off period DOES apply. You instruct us to begin marketing immediately on the understanding that withdrawal fees may apply if you cancel the contract
- ☐ The Agreement is being signed away from the Agents premises, the 14 day cooling off period DOES apply. You instruct us to wait 14 days to begin marketing. Any Exclusive Period will start when marketing begins.

## PROPERTY INFORMATION AND THIRD-PARTY QUESTIONNAIRE SERVICE

In accordance with consumer protection law, we are required to verify key information about your property before we begin marketing. This includes ensuring that all material information - meaning any fact likely to influence the average consumer's decision to view, offer on, or purchase the property - is disclosed accurately and clearly.

To support this process, you will be asked to complete a Property Information Questionnaire (PIQ) via a digital form provided by our software partner, Street, who act as a trusted subcontractor on our behalf. You will receive an email with instructions and a secure link to complete the questionnaire. If you require any assistance, we are happy to help.

The responses you provide will form part of the legal compliance process and may be used in the marketing of your property. You agree that this information is accurate to the best of your knowledge at the time of completion, but you also agree to inform us of any such fact or information at any stage during the marketing period.

Once the PIQ has been completed and verified, we will send you a draft property listing to approve before launching your property to market.

## CLIENT IDENTITY

To comply with UK Anti Money Laundering legislation, we are required to complete ID verification checks on all sellers and buyers and to apply ongoing monitoring until the transaction ends. Whilst this is the responsibility of Dourish & Day we may use the services of MoveButler/ Guild 365 or another firm, to verify Clients' identity that is not a credit check so it will have no effect on your credit history. By signing the agreement, you agree for us to complete these checks and add a fee of £60 inc VAT (£50 +VAT) which contributes towards confirming and verifying ID and any other AML related checks and ongoing monitoring required. The amount will be added to your final account at the point of exchange of contracts, or an invoice will be raised if the property is withdrawn from the market. The charge will be applicable for each beneficial owner, identified either through HM Land Registry or another method. A record of this search will be retained by the Agents.

## AUTHORISATION

This is a legal document. Before signing and accepting the terms of this agreement please take the time to read it carefully, along with the Terms and Conditions overleaf. Where more than one person is responsible for the payment of our fees their liability is joint and several.

## CLIENT AUTHORISATION

*I/we are entitled to sell the property and have read, understood and agree to the terms of this agreement. I/we confirm that to the best of my knowledge the information regarding the property is accurate, and that I/we have not withheld any materially significant information regarding the property. The information provided may be used at the Agents discretion in connection with the proposed sale of the property, released to any prospective purchaser and I/we hereby indemnify the Agent accordingly. Should there be any changes I/we will notify the Agent in writing. I/we confirm that we have read the terms and conditions overleaf.*

[via Browser]

[via Browser]

1: Signed ..... 2: Signed .....

Print ..... [Jonathan Jarvis](#) ..... Print ..... [Robert Jarvis](#) .....

Date ..... Date .....

## AGENT AUTHORISATION

Signed on behalf of the Agent

Signed ..... [Steve Ratcliffe](#) ..... Position .....

Print ..... Tel ..... [01785 223344](#) .....

Date ..... [7/10/2025](#) .....

|                          |                       |                                                       |                |                                                                                                      |
|--------------------------|-----------------------|-------------------------------------------------------|----------------|------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Market Drayton</b> | 28/29 High Street, Market Drayton, Shropshire TF9 1QF | T 01630 658888 | E <a href="mailto:hellomarketdrayton@dourishandday.co.uk">hellomarketdrayton@dourishandday.co.uk</a> |
| <input type="checkbox"/> | <b>Stafford</b>       | 14 Salter Street, Stafford ST16 2JU                   | T 01785 223344 | E <a href="mailto:hello@dourishandday.co.uk">hello@dourishandday.co.uk</a>                           |
| <input type="checkbox"/> | <b>Penkridge</b>      | 4 Crown Bridge, Penkridge ST19 5AA                    | T 01785 715555 | E <a href="mailto:hellopenkridge@dourishandday.co.uk">hellopenkridge@dourishandday.co.uk</a>         |
| <input type="checkbox"/> | <b>Whitchurch</b>     | 23 Green End, Whitchurch SY13 1AD                     | T 01948 665566 | E <a href="mailto:hellowhitchurch@dourishandday.co.uk">hellowhitchurch@dourishandday.co.uk</a>       |

TERMS AND CONDITIONS

CONSUMER

A 'Consumer' acts mainly outside a business or profession. If you're a Solicitor, Landlord, or Developer, you are not a Consumer - no 14 day Cooling Off period or Ombudsman appeal applies.

*Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*

OMBUDSMAN SCHEME

We belong to a property ombudsman scheme, see [www.tpos.co.uk](http://www.tpos.co.uk). If you're a Consumer and a complaint can't be resolved with us, you may refer it to them.

*Estate Agents Act 1979; TPOS Code of Practice*

PEP POLITICALLY EXPOSED PERSON

You must tell us if you, a family member, or close associate is or was in a senior public or political role, a PEP.

*The Money Laundering Regulations 2017; HMRC Guidance on PEPs*

GENERAL DATA PROTECTION

You consent to us using and sharing your data for this service (e.g. with solicitors or signboard firms). You can withdraw consent and request deletion after our work ends.

*UK GDPR; Data Protection Act 2018*

CONNECTED PERSONS

You must inform us if you're related to or connected with anyone in the Agency or its associates, so we can comply with disclosure rules.

*Estate Agents Act 1979*

MARKETING / ASKING PRICE

The asking price is not a formal valuation and may change. This does not alter the contract.

*National Trading Standards Guidance*

IMMEDIATE START, WITHDRAWAL CHARGES AND CESSATION

If you start marketing immediately then cancel within 14 days (if Cooling Off applies), a withdrawal fee based on work done or a fixed charge where stated may apply. If a buyer introduced in that time proceeds to purchase, our full fee is due.

After day 15, you may cancel by giving notice once the Exclusive Period ends, see overleaf.

We may stop marketing without notice if we believe it's no longer appropriate.

If any service charges (e.g. photos, floorplans) remain unpaid, you stay under contract until settled. Instructing another agent before then creates Dual Fee Liability.

*Consumer Contracts Regulations 2013; Estate Agents Act 1979*

FOR SALE SIGN

Only one board may be erected, either ours or back-to-back with another. You confirm this. A For Sale board placed by us counts as an 'introduction' even if you knew the buyer. We'll erect a sign unless told not to. Any damage

claims are the subcontractor's responsibility.  
*Town and Country Planning (Control of Advertisements) Regulations 2007*

ENERGY PERFORMANCE CERTIFICATES

An EPC is legally required within 28 days of marketing. You may supply your own or ask us to arrange one. If none is received, we must suspend marketing. This pause extends any Exclusive Period, as it is a Marketing Hiatus.  
*Energy Performance of Buildings (England and Wales) Regulations 2012*

PROPERTY DESCRIPTION

You must ensure all property information you provide is accurate and not misleading, and that no Material Information is omitted which may affect a buyer's decision - this includes facts required by law. You agree to check all sales particulars, correct any errors, and supply documentary evidence where needed.

*Consumer Protection from Unfair Trading Regulations 2008; DMCC Act 2024*

UNOCCUPIED PROPERTY

We are sales agents only and not responsible for unoccupied properties. Arrange regular checks to prevent deterioration.

*Common Law Duty of Care*

ACCESS TO PREMISES

We will accompany viewings unless agreed otherwise. For professionals (e.g. surveyors), we may grant key access after confirming ID. Tell us if this is not acceptable. We'll seek your permission for access by tradespeople or utility reps.

*Estate Agents Act 1979; Common Law Duty*

PUBLIC LIABILITY

You must ensure your property is safe for visitors. Tell us of any hazards. You indemnify us against injury claims on your property.

*Occupiers' Liability Acts 1957 and 1984*

COPYRIGHT

We retain copyright in all advertising materials and may reuse them for marketing.

*Copyright, Designs and Patents Act 1988*

FINAL SELLING PRICE

The Final Sale Price includes property price, fixtures, fittings, and agreed incentives, before discounts.

*Estate Agents Act 1979; TPOS Guidance*

SUB - AGENT AND OTHER SERVICES

We may use sub-agents and offer other services from which we earn fees. Where required, these will be disclosed in writing.

*Consumer Protection from Unfair Trading Regulations 2008; TPOS Guidance*

DISCRIMINATION

We do not and will not discriminate for any reason.

*Equality Act 2010*

DEFINITION OF INTRODUCTION

An 'Introduction' means we advertise or promote your property publicly (e.g. online, in print, or by signboard) at our expense and risk, and a person becomes aware of you or the property by that means.

By signing this Agreement, you agree that such exposure constitutes an 'Introduction' by us, whether or not we meet the purchaser or are involved in the sale.

For the avoidance of doubt, 'Introduction' does not mean that we will introduce the purchaser to the sale, but that we will introduce them to you and your property. This position is consistent with the judgment in:

*Foxtons Ltd v Pelkey Bicknell & Anr [2008]*

FEE ENTITLEMENT - SOLE AGENCY

Our fee is earned if we introduce a buyer who goes on to exchange contracts. This includes family, friends, colleagues, developers, or a spouse in separation IF the introduction is effected by our promotion - even if we are not physically present - our fee still applies. If our service is used as a Price Discovery method (e.g. one co-owned buys out the other at a price we helped establish), our full fee is due. We are also entitled to our fee if contracts are exchanged and you later withdraw.

*Estate Agents Act 1979; Provision of Information Regulations 1991*

ONGOING FEE LIABILITY

If this Agreement ends, but the buyer was first introduced by us:

- If another agent resells to them within six months, our fee still applies.
- If you sell privately to them within two years, our fee still applies.

*TPOS Guidance; Common Law on Effective Cause*

INTERESTED PARTIES

Tell us now if anyone has shown prior interest. If we re-engage their interest - even indirectly - we're due our fee.

*TPOS Guidance; Estate Agents Act 1979*

PAYMENT

Fees are due on Completion or 4 weeks after Exchange, whichever comes first. You authorise your solicitor to pay us in full.

*Estate Agents Act 1979; TPOS Guidance*

DUAL FEE WARNING

If another agent has or gets Sole Agency rights, you could owe them and us. If a multiple agency arises you may be liable to pay a higher fee and another fee.

*Estate Agents Act 1979; TPOS Guidance*

CANCELLATION NOTICE

Only complete, detach and return this section of the form if you wish to cancel the contract within the 14 day Cooling Off Period, if it is applicable. This is not a dis - instruction form.

*I/We hereby give notice that I/We wish to cancel my/our contract*

Sellers .....  
Address.....  
Signed.....  
Print.....  
Date.....

SMA Sole July 2025