

All agents displaying The Property Ombudsman logo will be following a comprehensive set of standards laid down in the TPO Code of Practice, a copy of which can be obtained from any member agent or from the website at www.tpos.co.uk. It can also be obtained from the Ombudsman's office (telephone 01722 333306) where further assistance can be given if you feel you have been disadvantaged by an agent.

A general guide for consumers (Consumer Guide) is also available from the same sources.

You should also understand that there may be several different people with whom you will have contact during the sale of your property, each with different responsibilities. They are:

- **The Estate Agent** – he works for you as your agent and will market your property. He will show people round your house (unless you have agreed otherwise), advise you of any offers received and notify your legal representatives when you have accepted an offer and wish to proceed with the sale. The agent has no control over the legal process but will assist you in checking on progress of the sale and as agreed in handing keys over to the new owners.
- **The Energy Assessor** – he will draw up the Energy Performance Certificate which you are required to have by law before marketing your house.
- **The Surveyor** – he will be engaged by the prospective buyer or their mortgage provider. His report is private to the buyer and will not be disclosed to you.
- **The Legal Representative** – should you choose to use one will be either a Licensed Conveyancer or a Solicitor and will progress the

formalities of the sale and will determine with you the dates for exchanging contracts and for completion.

When dealing with the agent you should ensure that you understand:

- The basis of the agency being offered. This might be:
 - Sole agency which means that if contracts are exchanged with someone who your agent has introduced to the purchase the agent will be entitled to the fee.
 - Sole selling rights which means that if contracts are exchanged with someone who your agent has introduced or who was introduced by another agent or with someone you yourself introduced your agent will be entitled to a fee.
 - Multi agency which means that you have signed up with a number of agents and they will have agreed that the agent who introduces someone to the purchase will be the one who is entitled to the fee. Note that multi agency fees are generally higher than for a sole agency.

- Ready, willing and able which means that if someone is prepared and able to purchase your property (even if an exchange of contracts does not occur) then the agent will be entitled to a fee.

- The fee that will be charged and whether that is on a sliding scale according to the actual sale price or on a fixed basis which will not vary regardless of whether your house sells for less or more than the asking price.
- How long the agreement runs for and how you can terminate it and with what period of notice.

- Whether you will have any continuing liability to the agent if you do terminate the agreement.
- The options open to you regarding the preparation of the Energy Performance Certificate and who will supply it and the cost.
- What will happen about 'For Sale' boards and whether the agent will accompany all viewings or is expecting you to do them.

In particular you should:

- Realise that you when you sign the agreement you are entering into a legally binding agreement under which you will incur a financial commitment.
- Ensure that you have read and understood the terms of the agreement and the commitments you have entered into. Do not feel pressured into simply signing it and be aware that if you sign the document in your home or at your place of work you are entitled to cancel it within 7 days.
- Be aware that you are not required to use any associated service which is offered by the agent. You are perfectly entitled to use your own financial adviser, legal representative.
- Make sure that you receive copies of all relevant documents such as the agreement, any follow up confirmation of terms of business and the final sales particulars after you have approved them in draft form.