



Terms of Business - Bayzos Estate Agents

Contractual Agreement

This document forms part of the contract between **Bayzos Estate Agents and our clients**, as required under the **Estate Agents Act 1979**. By signing this agreement, you confirm that:

- You are entitled to sell the property.
- You have read, understood, and accepted these terms.
- To the best of your knowledge, the information provided about the property is accurate and no material facts have been withheld.

The information you provide may be used at our discretion in connection with the sale of the property, shared with potential buyers, and you indemnify us against any issues arising from inaccuracies. If any information changes, you agree to notify us in writing.

Marketing Agreement & Payment Terms

You will be liable to pay our fixed fee of **£2,340 (inclusive of VAT)**, plus any additional agreed costs, if contracts for the property are exchanged with a buyer we introduced during our agency period, or a buyer with whom we have had negotiations about your property.

Payment Details

- Fees are payable on completion or 4 weeks after exchange of contracts, whichever occurs first.
- Our services, including a marketing appraisal, for sale/sold boards, viewings, and sales negotiations, are included in the fee.
- **If the property is withdrawn from the market, a marketing fee of £240 (inclusive of VAT) will become payable within 5 working days.** This covers the cost of professional photography and the floorplan. We'll provide you with a link to download the photos and floorplan, should you wish to keep a copy. If the property is later re-marketed, this fee will be deducted from the final sales fee.

By signing this agreement, you authorise us to instruct your solicitor or conveyancer to discharge our fees on completion without deductions. Payments not made within 7 days of completion will void any discounts, and interest at 2% PCM above the Clearing Bank base rate will be applied.

Retakes or Additional Photos

Any requests for additional or retake photography will be charged directly to you by the photographer, who is self-employed. Please ensure your property is prepared according to our photography guide ([link here](#)).

Recommendation of Another Estate Agent

At Bayzos, our clients' best interests are always our top priority. If we recommend switching to another estate agent because your property has been stagnant on Rightmove, **our marketing fee of £240 (inclusive of VAT) will still be payable**—even if you choose an estate agent that we suggest.

Optional Extras

Additional services to enhance the marketing of your property can be selected and paid for separately such as: drone photography, boundary photo etc

Resource Hub Terms

Bayzos does not provide financial or legal advice. The information and opinions included in our guides are intended for informational purposes only and should not be relied upon to make financial decisions. We strongly recommend seeking guidance from a qualified and regulated adviser.

Dual Fee Warning

If you have instructed another estate agent under a sole agency or sole selling rights agreement, you may be liable to pay fees to both agents. Where the Property has previously been marketed by another estate agent or agents, the Seller agrees to provide Bayzos with a full and accurate written list of all viewers, applicants, purchasers or parties who have previously been introduced to the Property ("Introduced Parties") prior to the commencement of our instruction.

The Seller acknowledges that failure to disclose such Introduced Parties may result in liability for more than one estate agency fee.

Bayzos shall not be liable for any fees, commissions, costs or charges claimed by any previous agent in respect of any Introduced Parties, and the Seller agrees to indemnify Bayzos against any such claims.

For the avoidance of doubt, no fee shall be payable to Bayzos where a sale is agreed solely as a result of a previous agent's introduction, provided that such introduction has been disclosed in writing prior to instruction.

Notice Period To Cancel

- Either party may terminate this agreement with 2 working days' notice, during which we will continue to market your property.
- To cancel, email info@bayzos.co.uk with the subject "Notice to Cancel" and include your full name, property address, and signature. The email must come from the address we have on file.

Fall Through – Relisting to Portals

If a property sale has fallen through, **it will be relisted within 48 hours**. This timeframe allows us to reassess the marketing strategy, including pricing and potentially showing the property to our exclusive buyer group again, as well as ensuring it is accurately relisted on Rightmove.

Energy Performance Certificate (EPC)

An up-to-date EPC is legally required to market your property. If you do not have an EPC, you need to order one within 7 days of signing this agreement and provide a copy within 21 days. Marketing will be suspended if an EPC is not provided.

Identification Verification

To comply with anti-money laundering regulations, we are legally required to verify your identity. You agree to provide the necessary identification documents via Bayzos Estate Agents online process, before we begin marketing your property. Please note, this process is not a credit check.

By agreeing to these terms of business, you confirm that you have provided us with the **full names of all legal owners of the property or, if applicable, the executors responsible for the property.**

Complaints Procedure

Bayzos Estate Agents is a member of The Property Ombudsman scheme and abides by their Code of Practice (www.tpos.co.uk). Should any disputes arise, initially contact a director of Bayzos Estate Agents. If unresolved, you may refer your complaint to The Property Ombudsman.

Politically Exposed Persons (PEP)

If you or any close associates are politically exposed persons (e.g., senior government officials or their relatives), you are required to disclose this information when signing this agreement.

Data Protection

By signing, you consent to the processing of personal data provided in this agreement. This includes sharing necessary data with third parties involved in marketing or sale processes, such as solicitors or contractors. You may withdraw consent at any time and request the removal of your data after our business relationship ends.

Connected Persons

You must disclose if you are related or connected in a business capacity to any employee of Bayzos or its affiliates.

Marketing and Asking Price

The agreed marketing/asking price is not a formal valuation and may change during the term of the agreement without affecting this contract's validity.

For Sale Boards

- Per planning rules, only one For Sale board (or two back-to-back boards) is permitted. You must ensure compliance with these regulations.
- A subcontractor will erect the board. Any claims for damages are their responsibility. Boards are considered an introduction to potential buyers, even those already known to you.

Property Marketing

Your property will be marketed through the Bayzos Exclusive Buyer Group, matched to pre-registered buyers, and listed on Rightmove. While additional marketing methods may be considered, they are not guaranteed as part of this agreement.

Accurate Property Descriptions

All information regarding your property must be accurate and complete. You agree to review and approve sales particulars to ensure compliance with consumer protection laws.

Personalised Property Description

Please note that we do not provide personalised property descriptions for listings. All property descriptions follow a standardised format, developed based on extensive research to ensure maximum effectiveness in the marketplace.

Before proceeding with Bayzos, we highly recommend reviewing our guide, "[How We Build Your Listing](#)". This guide outlines the principles and methodology we use to build all property listings.

By agreeing to our terms of business, **you acknowledge that Bayzos is unable to accommodate requests to alter listings** in ways that differ from the guidelines outlined in the aforementioned guide.

Property Information Questionnaire (PIQ)

As part of the onboarding process, homeowners are required to complete the Property Information Questionnaire (PIQ). By submitting the PIQ, you confirm that you have answered all questions honestly and accurately. **If there is any additional important information not covered by the PIQ, please email us directly at info@bayzos.co.uk.**

Unoccupied Property

Bayzos acts solely as sales agents and is not responsible for the upkeep of unoccupied properties. We strongly advise arranging regular property checks during this time.

Access to Premises

- If Bayzos holds a key to the property, viewings will be accompanied unless otherwise agreed.
- Keys may be released to professionals (e.g., surveyors, tradespeople) with your prior consent. If this is not acceptable, please inform us immediately.

Surveyors

We'll share the homeowner's contact details with the surveyor so they can arrange access directly. If the property is empty, our team will ensure the surveyor collects the key(s). The keys will be signed out to the surveyor and returned once the visit is complete. Please note, the surveyor will attend the property unaccompanied.

Public Liability

It is your responsibility to ensure your property is safe for our staff and visitors to prevent any harm or injury. You must inform us of any potential hazards, such as (but not limited to) loose carpets, uneven stairs, or damaged or missing handrails. A key condition of this contract is that you agree to fully indemnify us against any claims made by visitors for injuries sustained on your property.

Copyright

We retain the copyright for all advertising materials used to market your property. We also reserve the right to use these materials in future marketing campaigns after the sale of the property is completed.

Final Selling Price

The Final Selling Price is the total value of the property sale. This includes the agreed sale price of the property, the value of any fixtures and fittings as outlined in the memorandum of sale, and any other fees or incentives agreed between the buyer and seller before applying discounts.

Sub-Agents

We reserve the right to partner with national and international sub-agents to assist in the marketing of your property.

Other Services

Bayzos offers a variety of additional services to both sellers and prospective buyers, including financial advice, legal assistance, and removals. If you choose to use these services, we may receive a referral fee.

Data Sharing

By agreeing to our terms of business, you consent to Dezrez Legal and Jigsaw Independent Mortgages accessing your data, when necessary. This allows them to provide accurate quotes, deliver progress updates, and ensure a smooth conveyancing process if you choose to work with them. This partnership is designed to make the entire process easier for you.

Discrimination Policy

We are committed to equal treatment and will not discriminate or threaten to discriminate against any individual for any reason.

Definition of Introduction

For the purposes of this Agreement, an 'Introduction' occurs when we, as the Agent, introduce a prospective buyer to you, the Seller. This could include promoting or advertising the property through publicly available media at our expense, even when we are not physically present. If our advertisements or materials enable a potential buyer to identify you or your property, this constitutes an 'Introduction'. For clarity, this does not imply that we will facilitate the sale itself, but rather that we are introducing the buyer to your property.

Fee Entitlement

Our commission is earned if we introduce (directly or indirectly) a person to you, the Seller, who subsequently enters into a contract to purchase the property during the contract period. For clarification, our fee entitlement applies under the following circumstances:

- If the property is sold to a family member, friend, acquaintance, or colleague.
- If one of the owners buys a share of the property from another owner (e.g., during a separation agreement).
- If the property is sold to a property developer.
- If the property is part-exchanged.
- If the property is sold at auction or repossessed.
- If you, the Seller, withdraw the property from sale after contracts have already been exchanged.

Ongoing Liability

If you withdraw your property from sale without it being sold, you may still owe us a fee. If you terminate our Agreement but later sell the property to a buyer introduced by us (directly or indirectly) within six months of the Agreement ending, the full fee is payable. If the introduction occurs after six months, no fee will be due. However, if you sell your property privately to a buyer initially introduced by us within two years of the Agreement ending, the full fee will still be payable.

Interested Parties

If any individuals or parties have previously expressed interest in buying your property—whether privately or through another agent—we will still be entitled to our fees if we reintroduce these buyers directly or indirectly (e.g., via a For Sale board or online property listing). To avoid disputes, please inform us of any such interested parties when entering this Agreement. If interest from these

parties has lapsed and we successfully revive it, our commission will apply.

If you have any questions or require further clarification, please don't hesitate to get in touch with our team.