

Primary Authority Partnership

Warwickshire County Council Trading Standards

Old Budbrooke Road, Warwick, CV35 7DP

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National Federation of Property Professionals

Arbon House, 6 Tournament Court, Edgehill Drive, Warwick, CV34 6LG

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The Property Ombudsman

Milford House, 43 - 55 Milford Street, Salisbury, Wiltshire, SP1 2BP

Primary Authority Advice

This advice is applicable to all member businesses. If you are contacted by a local authority enforcement body, please ensure that you inform them that you are a member of the scheme.

Advice requested:

Two agents (A & B) are instructed on a joint agency agreement to sell a property. The 'For Sale' board outside the property has Agent A's details on one side and Agent B's details on the other. Both agents market the property on their websites, in local newspapers and in the window of their premises.

Agent A secures an offer on the property that is accepted by the vendor (however the vendor wants both agents to continue to market the property).

1) 'A' places a 'SOLD subject to contract' sign on his side of the 'For Sale' board. What should Agent B do to comply with the CPRs, in regard to the 'For Sale' board?

2) What other action should Agent B take regarding the marketing material in newspapers / his website and in the window display at his premises?

Legislation considered:

Consumer Protection from Unfair Trading Regulations 2008 ("CPRs")

Other Material considered:

National Trading Standards Guidance on Property Sales [September 2015] ("*NTS Guidance*")

TPOS Code of Practice for Residential Estate Agents [1st October 2016] ("*Code of Practice*")

Assured Advice Issued:

1) It is important to consider the instructions from the vendor at this point. If the vendor informs both agents that the property is to be removed from the market, then Agent B should take down their 'For Sale' board and cease marketing.

If the vendor decides that marketing of the property should continue after accepting an offer subject to contract, then Agent B should also make it clear on his 'For Sale' board and marketing materials that the property is sold, subject to contract.

Agent B should not use any terms that would be misleading, for example 'another property sold by us' as this is incorrect and misleading. If Agent B is asked if they have sold the property, then they should clearly state no.

Only Agent A who has secured the sale can use additional advertising in his marketing material, such as 'Another property sold subject to contract by Agent A' as this is factually correct.

Any information relating to sale that is placed onto a 'For Sale' board should comply with the requirements set out in Schedule 3 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

2) As above if the vendor requests for marketing to continue, then Agent B should update all his marketing material to make it clear to prospective buyers that the property is sold subject to contract, thus enabling those buyers to make an informed decision to enquire / view the property.

Date Advice is Effective from:

13 11 2017

Reference and renewal:

The reference for this advice is: WTS/NFOPP/TPOS/8

This advice will be reviewed annually; however it will remain valid until it is marked 'obsolete' on the Primary Authority Register. If any part of this document requires amendment following a review, a completely new version will be added to the database and the previous version shall be marked 'obsolete'.