

Agency Sales Agreement

NAME:..... DATE:.....

ADDRESS:.....

.....

.....

.....postcode:.....

PROPERTY TO BE SOLD:

.....

.....postcode:.....

We are pleased to accept your instructions to offer the above property for sale at an asking price of £..... Any variation in the price of the property will not affect the terms of this agreement.

1. TYPE OF AGENCY

The Vendor appoints Charles Sinclair & Co to provide a Sole Agency Service for a period of from the date of signing this agreement.

The Vendor agrees that he/she will not:

- i) If there is a Sole Agency Service, instruct any other agent to sell the property.
- ii) If there is a Multi-Agency Service, instruct any other agent to sell the property without informing Charles Sinclair & Co.

2. REMUNERATION

Our Agency fee of 1.5 % (plus VAT) of the agreed sale price of the property is payable on completion – in the case of Sole Agency

Our Agency fee of 2.5% (plus VAT) of the agreed sale price of the property is payable on completion – in the case of Multiple Agency.

Sole Agency Service

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are completed:

- i) With a purchaser introduced by us during the period of our agency or with whom we have had negotiations about the property during that period; or
- ii) With a purchaser introduced by another agent during the period of the Sole Agency Agreement.

Multiple Agency Service

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are completed with a purchaser introduced by us during the period of our agreement or with whom we had negotiations about the property during that period.

3. PROPERTY TO BE SOLD:

We are hereby irrevocably authorised to submit our account to your solicitor for payment on the due date, that date being the exchange date. Should payment in full not be made on the due date, then any outstanding balance will attract interest at 4% over the base rate then current with Lloyds Bank Plc.

Where there are insufficient proceeds from the sale of the property, the Vendor agrees to place with his/her solicitor, before exchange of contracts on the property, sufficient moneys to enable the solicitor to pay in full all fees due to CHARLES SINCLAIR & Co.

4. THE AGENCY PERIOD

The initial agency period will be 10 weeks and will continue thereafter until this contract is terminated with fourteen days written notice to Charles Sinclair & Co.

5. VAT

Our remuneration is subject to VAT at the prevailing rate.

6. GENERAL PROVISIONS

Where the property is left vacant during the agency period, it is the Vendor's responsibility to ensure that the plumbing and heating systems for the property are drained down and the water supply is turned off.

7. ESTATE AGENCY BOARDS

Unless instructed in writing otherwise, Charles Sinclair & Co will erect an agency board on the property. The Vendor agrees not to instruct any other agent to place a board on the property without prior notification to Charles Sinclair & Co. The Vendor agrees to notify Charles Sinclair & Co immediately should the Charles Sinclair board erected be incorrect in any way.

8. ESTATE AGENTS ACT 1979

The Act requires Charles Sinclair & Co to disclose any interest that they, their employees, or their relatives may have in your property. If the need arises we shall give you details of any such relationship to comply with this requirement:

In accordance with the Estate Agents (Provision of Information) Regulations 1991, we are obliged to inform you that we intend offering to prospective purchasers insurance, financial services, estate agency services, and any other special offers which may be available from time to time and for which we may earn commission. We undertake to comply with this also if we intend to offer prospective purchasers mortgage and financial services through any of our associated firms.

9. CLIENT'S SOLICITOR

Charles Sinclair recommend that your solicitor be asked to obtain and hold the Title Deeds and Leasehold Management Accounts (where applicable) in readiness to prepare a draft Contract of Sale and apply for a Local Authority search in order that there should be no delay in effecting an exchange of contracts once a purchaser has been found.

10. VIEWING

Strictly by appointment through CHARLES SINCLAIR & CO.

We confirm that we will accompany all viewing appointments, showing the property to prospective purchasers on your behalf. Viewings will be made by prior appointment with the vendor/tenant as necessary.

We look forward to helping you achieve a successful sale and trust that matters will run smoothly for you. Please do not hesitate to let us know of any concerns you may have at any time.

AGENT'S SIGNATURE REQUIRED

Signed (Agent)

.....

Name Date

VENDOR'S SIGNATURE REQUIRED

I/We confirm having read and now accept your terms above and look forward to receiving particulars of the property

Signed (Vendor)

.....

Name Date:.....