

RICHARDSON & SMITH

Chartered Surveyors

Estate Agents

Auctioneers

Valuers

ESTATE AGENCY AGREEMENT – SOLE AGENCY

PLEASE READ THIS AGREEMENT CAREFULLY AND ONLY SIGN IT IF YOU UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS CONTAINED WITHIN IT.

Between

Richardson and Smith, Estate Agents of 8 Victoria Square, Whitby, North Yorks. YO21 1EA
and

Vendors: Guy Bentley Limited c/o Mrs Rachel Bentley

Address of property for sale: Pond Farm House, 1 Runswick Lane, Hinderwell, Saltburn-by-the-sea,
Cleveland. Postcode: TS13 5HW

Address of seller(s) if different: Brooklands, Glaisdale, Whitby, North Yorkshire.
..... Postcode: YO21 2PX

The property will be offered for sale quoting **Offers On £325,000** however, this does not represent a formal valuation.

In this agreement words such as we, us, our, refer to Richardson and Smith and words such as you, your, refer to the seller.

Richardson and Smith will be the **AGENTS WITH SOLE SELLING RIGHTS** for selling the property under the terms of this agreement, which commences from the date that you sign below.

AGENCY WITH SOLE SELLING RIGHTS

As your agents with sole selling rights, you will be liable to pay commission/fees to us and any other costs or charges agreed in each of the following circumstances:

- If unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us, but by another agent or by any other person including yourself;
- If unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom we had negotiations about the property at that time.

email@richardsonandsmith.co.uk

www.richardsonandsmith.co.uk



8 Victoria Square, Whitby, North Yorkshire. YO21 1EA

Tel: (01947) 602298 Fax: (01947) 820594



Partners: Robert C Smith Ian K Halley FRICS James EJ Smith MRICS FNAEA

As Agents with Sole Selling Rights: You agree to pay our fees of 1.0% plus VAT of the selling price as negotiated by Richardson and Smith (or based on the total value of the transaction in the event of a part sale) including any amounts apportioned for fixtures and fittings. Assuming that the property sells at a price of £325,000, this would mean that our commission would be £3,250 plus VAT, being £3,900 (including VAT @ 20%). Any variation in the sale price, higher or lower, would produce a corresponding variation in our commission. Any agreed expenses being chargeable in addition to the fee as set out above. Any sale being subject to a minimum fee of £ NA plus VAT, being £ NA (including VAT @ 20%).

MARKETING COSTS

In addition to our commission/fees you will in any event, unless agreed otherwise in writing, be liable to pay the following sums which we will incur on your behalf (e.g. charges for advertising the property). The initial budget will cover:

<u>Adverts</u>	Publication	No. of ads	Charge	Charge inc. VAT
	Social Media		Included	Included
<u>Brochures</u>	Brochure style			
	4 Page brochure		None	None
<u>EPC</u>	EPC to be provided		£75	£90
<u>Sale Boards</u>	None		None	None
<u>Other Charges</u>	e.g Accompanied viewings, etc		None	None
			Total:	£75 £90

If the above schedule indicates your agreement to the erection of a for sale board, you authorise us to erect the same, exercising due care, at the property.

If further advertising is necessary we will agree an additional budget with you in writing. The above charges for advertising may include an element of discount we receive from various media publications. We reserve the right with your consent (such consent being given by you in signing this agreement) to retain these discounts.

OMBUDSMAN FOR ESTATE AGENTS

Richardson and Smith are members of The Property Ombudsman's scheme for estate agents confirming our continuing commitment to estate agency of the highest professional standards. This scheme also offers an arbitration service for any complaints in relation to the business' performance as estate agents once in-house complaint procedures have been exhausted. Please ask for further details if necessary or try www.tpos.co.uk

DUAL FEES AND TERMINATION

This agreement gives us the right of Agency as indicated in relation to the property for an initial period of 12 weeks, after which this agreement will continue, unless terminated in writing, giving the other party at least 10 working days notice. By signing this agreement you also confirm that you are not aware of any other party having an interest in the ownership of the property other than yourself or yourselves. Please clarify to us in writing if anyone is currently negotiating to buy your property or if you have already appointed an estate agent.

You should be aware that Richardson and Smith may be entitled to claim a fee if you sell your property within 6 months of the period for which we were instructed as selling agents, to someone whom we introduced or with whom we had negotiations at that time. You should also be aware that you may have a dual fee liability where you have previously instructed a selling agent, or where you instruct another agent during or after the period of our sole agency. If our instruction is terminated, we will clarify the circumstances under which we would potentially seek to claim commission.

WITHDRAWAL CHARGES

In the event that we are dis-instructed as your selling agent you will be liable to any agreed expenses, as stated above. If in addition to these expenses a withdrawal fee would be levied, it will be detailed below:

Withdrawal Fee: £ none

UNOCCUPIED PROPERTY

We are not responsible for the maintenance and repair of your property if it is unoccupied unless we have agreed otherwise in writing. It is your responsibility to ensure that mains services are turned off, water and heating systems professionally drained down and the insurers notified.

NOTICE OF RIGHTS TO CANCEL

Where this contract is signed by a consumer client within the home or within their place of work the client has the right to cancel the contract. Cancellation will be accepted if it is sent or delivered, in writing, to Richardson and Smith within seven days of the date of this contract.

PAYMENT OF FEES / DISCLOSURE

By agreement to these terms you agree to our fees as set out in this contract being paid by your solicitor out of the completion monies from the sale, at the time of completion. By signing this document you also permit your solicitor to disclose to Richardson and Smith details of your onward address should we require it.

I / We agree to the above terms

Signature(s) of the vendor(s) : Date:

Signed for Richardson and Smith: ...  Date: ... 4 / 6 / 2024

View all of our residential properties for sale on the internet website: www.rightmove.co.uk



*Call us for a free appraisal of your
property if you are considering selling*



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