

NAME(s) OF 'THE SELLER'

1: Name Email
Tel Mob
2: Name Email
Tel Mob

ADDRESS OF PROPERTY TO BE SOLD

CONTACT ADDRESS (IF DIFFERENT FROM ABOVE)

'THE AGENT'

Trading Name Registered Company Name

ASKING PRICE & AGENCY FEES

The property will be placed on the market at an initial asking price of £..... Tenure.....
This is not a valuation as no survey was instructed. If the property sells at a higher or lower price than the initial asking price, the fee will vary.
The Sole Selling Rights will be for a minimum period of..... weeks
Sole Selling Rights agency fees £.....inc. VAT (£.....plus VAT)
or% inc. VAT of agreed sale price (.....% plus VAT of agreed sale price)
If sold at initial asking price the Agent's fees would be £.....inc. VAT Subject to a minimum fee of £.....inc. VAT

DO THE SELLER(S) HAVE ANY LINK OR PERSONAL INTEREST IN THIS AGENCY

ADDITIONAL FEES, OTHER AGREED CONDITIONS & SPECIAL REQUEST(S) FROM THE SELLER(S)

THE SELLER(S) AUTHORISATION

The Agent's Terms and Conditions are shown overleaf and will apply to the sale of the property listed above as the property to be sold. The Seller should read them carefully before signing this agreement. In signing this agreement the Seller is entering into a legally binding agreement, even if the Seller is not the owner of the property and the Seller will be responsible for the Agent's fees and any other payment due to the Agent. If the Seller has instructed another Agent on a Sole or Sole Selling Rights basis the Seller must check whether by instructing the Agent as the Seller's Agent as well, the Seller could be liable to pay both Agents' fees once the property has sold. The Seller has read and been given the opportunity to discuss any points arising in connection with this agreement. The Seller has understood the provisions of this contract including the amounts payable and any referral fees stated and the Seller agrees to its terms and conditions. The Seller hereby agrees that to the extent permitted by law, the Seller shall be jointly and severally liable for both the payment of all amounts due under this agreement, and the taking of any actions required by this agreement. The Seller acknowledges that the Seller has received a copy of the Property Information Questionnaire and confirms the Seller is the owner(s) of the property to be sold or is authorised by the owner(s) of the property to be sold to sign this agreement on their behalf and the Seller wishes the Agent to commence.

1: Signed Print..... Date.....

2: Signed Print..... Date.....

THE AGENT AUTHORISATION

Signed *S Hughes* Print..... Date.....

SOLE SELLING RIGHTS AGREEMENT

NOTICE OF THE RIGHT TO CANCEL

Notice of Right to Cancel - If the Seller is a consumer client and this contract was not agreed within one of the Agent's offices the Seller has the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day this contract was agreed. To exercise the right to cancel, the Seller must inform the Agent of the Seller's decision to cancel this contract by sending the Agent a clear statement in writing. The Seller may use the attached cancellation form, but it is not obligatory. To meet the cancellation deadline, it is enough for the Seller to send the Seller's cancellation communication before the cancellation period has expired.

Immediate Marketing - The Agent is not legally permitted to market the Seller's property until the cancellation period has expired, unless the Seller provides the Agent with specific written permission to do so. The Seller should indicate below when the Seller would like to start marketing.

If the Seller does request that the Agent begins immediate marketing of the Seller's property during the cancellation period and the Seller does exercise their right to cancel, the Seller will be required to pay the Agent an amount which is in proportion to what has been performed until the Seller communicated the Seller's cancellation of the contract. This will include the expenses incurred, plus any other reasonable costs, except where the Agent introduces or has negotiations with the ultimate buyer of the property before the Seller exercises the Seller's statutory right to cancel the contract. In such a case this contract will be deemed to have been fully performed and the agreed agency fee would be due, notwithstanding that cancellation took place.

1: Signed

Date to commence marketing

TERMS AND CONDITIONS

1. AGENTS CONTRACTUAL RESPONSIBILITY

The contractual responsibility of the Agent is confined to marketing the property and the other obligations set out in this Agreement, and any further assistance in relation to the purchase is entirely at the discretion of the Agent.

2. SOLE SELLING RIGHTS

~~By giving the Agent Sole Selling Rights, the Seller will be liable to pay remuneration to the Agent, in addition to any other costs or charges agreed, if unconditional contracts for the sale of the property are exchanged during the period of the agreement, even if the purchaser was not found by the Agent but by another Estate Agent or by any other person including the Seller, or if a sale is agreed within 6 months of the expiry of the period during which the Agent had sole selling rights to a purchaser who was introduced to the Seller, the property or the purchase during that period. An introduction shall be deemed to have occurred if the Agent initiates a person's reaction to the property. This would generally be where the Agent arranges a viewing but an introduction is not limited to just arranging a viewing, or to a person with whom the Agent had negotiations about the property during that period. Or if the property is sold by part exchange, the sale will be deemed as a normal sale under the terms of this agreement and the Commission Fee agreed overleaf will be applied on the full sale price of the property. This is different to the terms under a sole agency agreement.~~

~~However, the Seller will not be liable to pay the remuneration under Sole Selling Rights if the sale of the property is agreed more than six months after the expiry of the period during which the agreement is in force and where the Seller has appointed another Estate Agent whose activities have resulted in the sale of the property, or more than 2 years after the expiry of the agreement in all other circumstances.~~

2.1 READY WILLING AND ABLE

The Seller will be liable to pay the Agent remuneration equivalent to one half of the Agent's agreed fee in addition to any other charges or expenses agreed, if a ready, willing and able purchaser is introduced by the Agent and terms are agreed for the sale of the property in accordance with the Seller's instructions but the Seller subsequently withdraws for whatever reason and unconditional contracts are not exchanged. A purchaser is

a ready, willing and able purchaser if they are prepared and are able to exchange unconditional contracts for the purchase of the property.

2.2 STANDARD SELLING FEE

The Agent's standard selling fee is 2.4% inc. VAT of the agreed selling price and the Agent's standard minimum fee is £3,000 inc. VAT. The fee noted overleaf as the Agency Fee supersedes the standard selling fee.

3. WITHDRAWAL INSTRUCTIONS

~~Once the sole selling rights minimum period has ended this agreement will continue until the agreement is terminated. Either party can terminate the agreement by providing the other party with 28 days' written notice to end not earlier than the end of the minimum period. At the date of receipt of such notice of withdrawal the Agent reserves the right to charge the Seller a fee of £300 inc. VAT towards reasonable marketing expenses incurred by the Agent.~~

4. DUAL LIABILITY WARNING

If the Seller has previously instructed another Estate Agent to act for the Seller, or if in the future the Seller instructs another Estate Agent, the Seller may become liable to pay the other Estate Agent a fee as well as any fee due to the Agent under the terms of this Agreement. The Seller should therefore consult the terms of business of any agreement the Seller has entered into with the other Estate Agent to avoid this situation arising.

5. EXCLUSIONS/INTERESTED PARTIES

If the Seller has previously instructed another Estate Agent for the sale of the Seller's property the Seller may still be liable to pay remuneration to them if a sale is made to a person introduced to the Seller by them. The Seller must list any previous estate agent(s) in the box below and where possible provide the Agent a copy of their agency agreement. In that event if there are any persons the Seller wishes to exclude from this agreement the Seller must let the Agent have a note of their name/s and address/es by entering them into the box below.

6. REFERRAL FEES

The Agent reserves the right to offer all existing and prospective clients additional services and the Agent will retain any commissions or discounts generated from any such services normally given to estate agents. Examples may include mortgages, insurances, conveyancing, professional services, property sales and property lettings etc, see referral fees stated below. The Agent also offers these services to prospective purchasers.

The Agent refers to

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and receives a referral fee of

The Agent refers to

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The Agent:

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If the Seller has requested that the Agent begins immediate marketing of the Seller's property during the cancellation period and the Seller does exercise the Seller's right to cancel, the Seller will be required to pay the Agent an amount which is in proportion to what has been performed until the Seller communicated the Seller's cancellation of the contract. This will include the expenses incurred, plus any other reasonable costs, except where the Agent introduces or has negotiations with the ultimate buyer of the property before the Seller exercises the Seller's statutory right to cancel the contract. In such a case this contract will be deemed to have been fully performed and the agreed agency fee would be due, notwithstanding that cancellation took place.

CANCELLATION FORM

To:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the following Property.

Property Address:.....

Name of consumer(s):.....

Address of consumer(s) if different to above:.....

Signature of consumers(s) (only if this form is notified on paper):.....

Date:.....