



# Confirmation of Marketing Agreement - Sole Agency



Property Address (with Post Code):			
Sellers Full Names (with legal right to sell):			
Seller's address (if different):			
Contact No.:	Home:	Work (Mr.):	Work (Mrs.):
Mobile (Mr.):		Mobile (Mrs.):	
Email (Mr.):		Email (Mrs.):	
Price agreed to be asked £:		Our Advice on asking price £:	
<b>N.B. The above figures do not represent a formal valuation nor should they be considered as such</b>			
Requested keys: <input type="checkbox"/> Yes <input type="checkbox"/> No		Alarm Code:	For Sale Board: <input type="checkbox"/> Yes <input type="checkbox"/> No
Photographs:			
<p>To confirm instructions for us to proceed, please read the attached terms and conditions then sign and date and return this agreement to our office. This offer will remain valid for 2 calendar months from the date hereof after which this offer will be deemed to have lapsed. Please note that this is a Sole Agency Agreement. What this means is set out in paragraph 5 of the Conditions.</p>			
Prepared by: (print name):		Listed by: (print name):	Branch:
<b>Signature for and on behalf of owner:</b>			Date:
<p><b>Cooling off Period:</b> You have the right to cancel this agreement without notice within 7 days of signing. This right does not apply if you sign the agreement in our offices.</p> <p>The Estate Agents Act 1979 provides, amongst other matters, that anyone engaged in Estate Agency work or their relatives or associates must disclose their interest in any property with which they are dealing. Applicable in this transaction? Yes <input type="checkbox"/> No <input type="checkbox"/></p>			
<p><b>Client Identity Verification:</b></p> <p>Passport/Identity Card/Driving Licence (circle) - inspected <input type="checkbox"/> requested copy <input type="checkbox"/> obtained <input type="checkbox"/></p> <p>Utility Bill (sellers correspondence address) - inspected <input type="checkbox"/> requested copy <input type="checkbox"/> obtained <input type="checkbox"/></p> <p>(boxes to be initialled by lister)</p> <p style="text-align: center;"><b>Identity must be verified before instruction taken. Inspecting documents is sufficient for instruction, but ultimately we must obtain a copy.</b></p>			

## 1. Commission and Additional Charges

Date marketing to commence ..... and to continue thereafter until terminated by either party giving to the other not less than 28 days prior written notice. You will be liable to pay by way of commission to us a sum equal to ..... % of the agreed selling price, plus VAT, subject to a minimum fee of £ ..... plus VAT in addition to any other costs or charges agreed between us if at any time contracts for the sale of the property are exchanged on the basis of paragraph 5 below. (Continued overleaf. READ BEFORE SIGNING)

## 2. Special Terms

Special additional terms to this transaction only:

## 3. Cancellation

An administration charge of £ ..... plus VAT will be payable against submission of our invoice in the event that this Agreement is cancelled by either party in accordance with clause 1 at any time before exchange of contracts. In the event that we receive your instructions to re-market the property within six months of being withdrawn from the market, the administration charge will be deducted from our final commission account rendered before Completion. In the event that the property is withdrawn from the market and then let through The Manchester Estate Agent Residential Lettings, the administration charge will be waived in full.

#### 4. Introduction

- 4.1. We are pleased to confirm your kind instructions authorising us to act as your Sole Agents in the disposal of your property. Our marketing will commence as indicated in paragraph 1 above and we sincerely hope that a purchaser will be found to suit your requirements. We trust that any information already provided by us will be of assistance to you but should mention that such information has been based upon our knowledge of the market and prevailing market conditions. We should also mention that no structural examination has been undertaken by us of your property and our advice on the asking price is on the understanding that there are no onerous covenants or conditions attaching to the title to the property and/or any structural defects to the property which, in either case, could materially affect the selling price. All negotiations will, of course, be subject to contract and vacant possession being given on completion.

#### 5. Sole Agency

- 5.1. This is a Sole Agency Agreement. As such you will be liable to pay us, in addition to any extra costs or charges agreed between us, our commission (as set out in paragraph 1 above) if at any time unconditional contracts are exchanged for the sale of your property either with a purchaser introduced by us during the currency of this sole agency or with whom we had negotiations concerning your premises during that time or with a purchaser introduced by another agent to you during that time. Also, commission is payable (as set out in paragraph 1 above) if any Purchaser introduced by us or by another agent during that time exchanges unconditional contracts after expiry of that period or if any Purchaser you yourself had negotiations with during that period subsequently exchanges unconditional contracts with you. Please note that a Purchaser introduced by us shall also include the spouse, partner, relative or principal of the person introduced by us if that third party goes on to purchase the property. For the purpose of this clause "unconditional contract" means a contract that is not subject to a condition precedent in order for it to be legally binding on the parties.
- 5.2. The Vendor agrees to refer any enquiries that are generated privately to The Manchester Estate Agent as in accordance with 5.1 our fees are payable in full in the event of a private sale. To avoid this the vendor must notify us of names and addresses of any private buyers prior to any marketing commencing.

#### 6. Payment Terms

- 6.1. All commission fees (taking into account any promotional charges payable in accordance with clause 1.2) become due for payment on exchange of contracts. However payment will be accepted on Legal Completion of the transaction or within 4 weeks of unconditional exchange of contracts whichever is the sooner. Where completion takes place within 4 weeks of exchange, you hereby agree to irrevocably authorise your solicitor to discharge our account on the terms set out in this agreement within 7 days of completion from the proceeds of sale without further recourse to yourself. Where completion takes place more than 4 weeks after exchange you will be responsible for discharging our fee prior to completion, within 7 days of that date ie. no later than 35 days after exchange of contracts. If our account is not discharged within 7 days of Completion, interest will accrue at the rate equal to 2% per annum over the sterling base rate from time to time of the Royal Bank of Scotland plc on our commission fees from the due date calculated on a daily basis up to date of actual payment (both before as well as after judgement). Such interest will be compounded in the event of it not being punctually paid within monthly rests but without prejudice to our right to requirement payment of such interest when due. In circumstances where Completion does not for any reason take place after exchange of contracts and the contract is rescinded, our commission fees (taking into account any promotional charges payable in accordance with clause 1.2) will remain payable against our commission account and otherwise on our normal terms (7 days after the date of invoice) which we would render on or after the date of rescission. Any administration charge payable in accordance with paragraph 3 shall become due for payment on the day falling 7 days after the date of invoice.
- 6.2. In the event that the property has been marketed by another Agent at any time during the three months prior to our Agency commencing and a buyer introduced by any previous Agent contracts to purchase the property, our commission fees will remain payable although would be reduced by 25% if the previous Agent pursues the Vendor for their own commission fees. If this is not the case, we will be deemed to have introduced the buyer, persuaded them to buy and will be entitled to receive our commission fees in full together with any other additional charges payable in accordance with the terms of this Agreement.
- 6.3. In the event that the seller decides to part exchange the property, the buyer, whether they be a builder or individual, will be deemed to have been introduced by ourselves and our full commission fees together with any other additional charges incurred in accordance with the terms of this Agreement, remain payable, calculated on the selling price that your property is being taken in part exchange at, not the differential price between the two properties.

#### 7. Complaints/Redress

- 7.1. A copy of our complaints procedure is available on request. The Manchester Estate Agent are members of The Property Ombudsman Redress Scheme.