

TERMS OF ESTATE AGENCY AGREEMENT

FULL NAME AND ADDRESS (1)

FULL NAME AND ADDRESS (2)

ADDRESS OF PROPERTY TO BE SOLD:

.....

ASKING PRICE.....

This agreement sets out the terms and conditions under which iestateagency ("the Agent") will act for you in the sale of your property. The minimum period of agency this agreement covers is four months. Please read the whole of this agreement and ensure you understand it before signing. This agreement must be signed by all legal owners of the property and one of the Agent's representatives.

Agency Fee

In addition to any outlays incurred by the Agent (e.g. Home Reports), you will be liable to pay the Agent an Agency Fee (inc VAT) of:

- Sale Price under £100,000 - **£595.00**
- Sale Price between £100,000 - £200,000 - **£695.00**
- Sale Price above £200,000 - **£795.00**

Outlays

You will be required to pay to the cost of all outlays when these costs are incurred. This includes the cost of Homes Reports and Home Report Updates which will be paid by you at the time they are instructed.

Viewings

The Agent will not carry out viewings of the property on your behalf. If you wish the Agent to carry out viewings, please inform them before signing this agreement. An additional charge of £200 (inc VAT) will apply.

When you will become liable

The Agency Fee will become payable in the event the Agent introduces a purchaser, whether directly or indirectly, who then enters into a binding contract to purchase the property. Introduction may be made by means of sales particulars, the internet, newspaper or other advertisement sign, board, letter or personal enquiry via the Agent. You will be liable for the Agency Fee upon conclusion of missives for the property with payment due from your Solicitor immediately upon settlement of the sale of the property.

In the event you withdraw the property from the market, rescind this contract or accept an offer via private sale you will be liable to pay the full Agency fee within seven days of such event occurring. By signing this agreement, you confirm you are not currently in negotiations to sell the property with any party. You will inform the Agent of any offers you receive for the property directly.

Interest at the rate of 5% above the Bank of Scotland base rate may be charged until payment is made on accounts not settled within seven days of settlement.

Termination

The Agent reserves the right to rescind this contract at any time without reason. You may rescind this contract by giving 14 days' notice in writing. You will be liable to pay the full Agency fee within twenty-one days of such termination.

Money Laundering

The Agent is required by law to be able to verify your identity and so by signing this Agreement you authorize the Agent to pass your personal information to Smart Search for the purposes of carrying out an Anti-Money Laundering



Home Report

It is a legal requirement that you provide potential purchasers with a Home Report and so marketing of the property will not commence until the Agent is in receipt of same.

Property Details

A copy of the property details will be forwarded to you. Anything the Agent publishes about your property must be accurate and therefore you must ensure you read the details about the property and inform the Agent immediately if anything is incorrect.

Declaration of Interest

The Agent is obliged to declare if they have any personal interest in the sale of the property. If you are, or think you may be, a close relative or friend or have any business interest with anyone involved with the Agent, please inform them immediately.

Commission

Where the Agent refers you to other professionals (e.g a surveyor) or arranges any external services or insurance cover, they may earn commission or a referral fee. It is your decision whether you choose to deal with those professionals. As well as your obligation to pay our commission or fees we may also receive a commission, payment, fee, or other reward or other benefit (known as a Referral Fee) from ancillary service providers for recommending their service to you.

Right to Cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the right to cancel this agreement within 14 days.

By signing this agreement you are agreeing to waive your right to cancel this agreement and requesting the Agent begins actively marketing the property immediately.

Signed.....

Date.....

Signed.....

Date.....

Search.