



Sole Agency Agreement

PROPERTY ADDRESS.....

VENDOR'S FULL NAMES.....

Ashtron Property Solutions will act as Selling Agents for the property above in accordance with the Estate Agents Act 1979, on the terms below.

- 1. Marketing the property** – The property will be marketed at £..... This does not represent a valuation.
- 2. Amount of Fees** – Ashtron Property Solutions fees are..... Should you decide to change this agreement to a multiple agency agreement at the end of the 16 week period or later from the date of this agreement, by giving 28 days written notice, our multiple agency commission will be due , calculated on the final sale price of the property. VAT will be added to the fee. To comply with the estate agents act 1979, this fee covers all charges including advertising and promotional costs, other than any special expenditure which is specifically and separately agreed with you in writing.
- 3. Sole Agency** will be sole agents for a period of 16 weeks from the date of this agreement. This 16 week period commences from the date of signing the agreement, is suspended as soon as solicitors are instructed and restarts in the event of the sale falling through. The sole agency will continue after this period unless terminated by either party giving 28 days written notice. During the period of sole agency the vendor will not instruct any other agent to sell the property.
- 4. Terms of business** 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 exchanged with a purchaser or the a relative or associate of a purchaser introduced by Morgan Randall either directly or indirectly, during the period of our sole agency or with whom we had negotiations about the property during that period; or with a purchaser introduced by another agent during this period. In the event that you sell the property privately during this period you agree to supply us with the name and address of the purchaser
- 5. Payment of fees** Fees are due for payment on exchange of contracts. The vendor will give his/her authority to the solicitors appointed at the time of the sale to pay out of the proceeds of the sale to Ashtron Property Solutions charges plus VAT in accordance with the conditions agreed herein. The vendor also gives authority to their solicitors to pass on their forwarding address. Interest may be charged at 3% per annum above Barclays bank rate if the account remains unpaid for more than 10 days after completion. If during a sole agency period another purchaser is introduced by another agent, these fees will be still payable to Ashtron Property Solutions. It is confirmed that no introduction of a prospective buyer for the property has already been made. No charge will be made unless a buyer introduced before termination of the agreement and that the buyer eventually exchanges contracts on the property
- 6. Service to purchasers** Ashtron Property Solutions may offer to arrange insurance or other financial services and/or mortgages or prospective purchasers through mortgage advisors they work in conjunction with. Where any prospective purchaser making an offer has a property to sell Ashtron Property Solutions or any other members of its subsidiary or associated companies, may offer to supply them with estate agency services hoping to earn further commission. Ashtron Property Solutions confirm that they will forward to the vendor promptly and accurately all offers from prospective purchasers and will not in any way discriminate between purchasers because one or another has agreed to take any other services from Ashtron Property Solutions the vendor will immediately be notified in writing.
- 7. Surveying Services** Ashtron Property Solutions may refer any of its clients to a third party surveying company, the company would have no business association and is only considered a referral and Ashtron Property Solutions hold no responsibility for results or repercussions of their services.
- 8. Unoccupied Property** Ashtron Property Solutions cannot hold any responsibility for the maintenance or repair of unoccupied property for sale unless so appointed to manage the property.
- 9. Access** If Ashtron Property Solutions hold the keys to the property, authority will be deemed to be given to release these to surveyors and other known professional companies to facilitate the sale.

10. Sale Boards Ashtron Property Solutions will erect a 'For Sale' board at the property as soon as possible from the date of this agreement. In order to meet the requirements of the town and planning regulations, which permit the display of only one 'for sale' board, the vendor agrees not to allow the display of any other 'for sale' board whilst the Ashtron Property Solutions board is displayed.

11. The estate agents act 1979 This Act requires Ashtron Property Solutions to disclose any personal relationship which may exist and accordingly, vendors are asked to inform the agency of any personal interest which they or their relatives may have with Ashtron Property Solutions or any of its associated companies. Any such relationship must be disclosed here:

Applicable in this transaction YES / NO
If yes, details of disclosure

Marketing and Agency agreement will commence from:

Signed..... Signed.....

Date..... Date.....

On behalf of Ashtron Property Solution..... Vendor(s).....