

SOLE AGENCY – VENDOR AGREEMENT

Full address and postcode of property to be sold

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Vendor(s) (Please include details of all parties named on Title Deeds)

Name	Telephone numbers
Correspondence address	Email
Name	Telephone numbers
Correspondence address	Email

****Please provide photo ID for all parties and a utility bill or something with names and address on****

Other details

Initial asking price (Subject to change)	£
For Sale board required (Recommended)	Yes No
EPC required	Yes (please provide payment) No (please provide EPC)

An Energy Performance Certificate is required prior to marketing. We can arrange for this to be carried out on your behalf for £65 inc VAT, payable on signing of this agreement. Your property cannot be marketed without an EPC.

Conflict of interest

We are obliged to disclose to prospective purchasers any family or business relationship between you and any director or member of our staff. If you are aware of any such link, please complete details below.

Name of staff member	Relationship

1. Sole Agency Agreement

By signing this agreement you agree to appoint us as the Sole Agent for the sale of the Property.

This agreement is for a minimum term of twelve (12) weeks, and will continue until such time as contracts have been exchanged and completion has taken place, or appropriate notice has been given by either party (see Section 7, Withdrawal). You must not appoint another agent to market the property until the notice period has expired.

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:

- (a) with a purchaser introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period; or
- (b) with a purchaser introduced by another agent during that period.

2. Sale Fee

Our fully inclusive Sale Fee will be 0.75% plus VAT (minimum fee £950.00).

The Sale Fee will become payable when unconditional contracts for sale have been exchanged.

By signing this agreement, you agree to our Sale Fee being settled in full, from the proceeds of the sale, by your solicitor/conveyancer on the date of completion, who we will instruct on your behalf on acceptance of an agreeable offer.

3. Inclusive Service

The Sale Fee includes:

- a) Erection of For Sale board (if required)
- b) Preparation and display of sales brochures, including floorplans
- c) Circulation of Sales Particulars to any interested parties
- d) Advertising on Rightmove, our own website, social media and any other property portals we deem to be appropriate and chosen by us
- e) Accompanied viewings, where required
- f) Feedback to you following viewings
- g) Negotiations with prospective purchasers, including financial checks
- h) Monitoring and progressing of the sale once an offer has been accepted, with regular feedback to you.

Should you require any additional advertising or special promotional activity there may be an extra charge, which we will discuss and agree with you at the relevant time.

4. Sales Particulars

We are legally obliged, under the Consumer Protection from Unfair Trading Regulations 2008, to ensure that we produce full and accurate details about your property, which should be factual and not misleading in any way. We will therefore prepare and forward draft Particulars for your approval which you will be asked to check carefully and point out any inaccuracies. Please be aware we will not provide sales details to any prospective viewer until they have been approved and signed by you. We will not accept responsibility for any errors following receipt of your signed approval.

5. Tenure

Please advise if your property is **Freehold** or **Leasehold** (delete as appropriate).

If Leasehold, how many years remain on the Lease?

6. Unoccupied Property

If your property is expected to be vacant, especially during winter months, you are strongly advised to have adequate insurance and to take all necessary precautions to protect from adverse weather conditions. Please discuss any concerns you may have with us. We will be happy to advise or to arrange for any necessary work to be carried out on your behalf to help to ensure the security of the property.

7. Withdrawal

Either party may terminate this agreement by giving 14 days' written notice to the other. The earliest date upon which such a notice period can expire is at the end of the twelve-week minimum term of this agreement (see Section 1, Sole Agency Agreement).

You do not have to give a reason for withdrawal but we will be happy to discuss any concerns if you are not happy with any part of the service you have received from us.

AGREEMENT FOR SOLE AGENCY

I/we hereby appoint SW Property Management Ltd to act as Sole Agent for the sale of the Property, in accordance with this agreement.

I/we confirm that, as at the date of this agreement, I/we have:

- * no knowledge of anyone with any interest in purchasing this property; *or*
- * passed details of any known prospective purchasers to SW Property Management Ltd.
- * *please delete as appropriate*

This agreement shall commence on the date of signature by all parties.

Vendors:

Signature
Name Date

Signature
Name Date

On behalf of SW Property Management Ltd:

Signature
Name Date