



Sales Agreement

Terms and Conditions of Business, Fees

1. THIS IS A SOLE AGENCY AGREEMENT BETWEEN:

Elliott Properties, 7a Gloucester Road, Malmesbury SN16 0AA

(the 'Agents') and

[Empty box for Agent details]

(the 'Seller')

The Property known as

[Empty box for Property name]

will be marketed at an initial asking price of

[Empty box for Asking price]

(The asking price is not a valuation but a figure for marketing purposes)

A commission of 1.25% + VAT will be charged by the Agents if earned under the terms of this contract.

Total amount due to Agents for a successful sale under this agreement will be

IMPORTANT NOTICE

This is a legal document. Please take time to read it carefully and ask any questions relating to the terms and conditions below before signing.

2. TYPE OF AGENCY

(a) Sole Agency

Where the Agents act on the Seller's behalf as sole agents, the Seller will be liable to pay remuneration to the Agents, in addition to any other costs or charges agreed, if at any time unconditional contracts for sale of the property are exchanged with a Buyer introduced by the Agents during the period of their sole agency or with whom the Agents had negotiations about the property during that period, or, with a Buyer introduced by another agent during that period. The Agents will be able to claim the agreed commission for a period of 6 months after expiry of the sole agency agreement, if a Buyer, introduced during the sole agency period goes on to purchase the property within 6 months of expiry of the agreement.

Termination of sole agency

Either party can terminate a sole agency at any time by giving 7 days notice, which should be confirmed in writing.

(b) Private Buyers

There is no fee payable if the Seller finds their own Buyer. However, please note that a Buyer will be deemed as introduced by the Agent if a Buyer finds out that the property is for sale by seeing the Agent's 'For Sale' board or any other form of advertising such as internet marketing or email notification that the property is for sale.

(c) Sub Agency Agreements

In circumstances where the Agents wish to enter into sub-agency agreements, the Seller must be notified in writing.

3. FOR SALE BOARDS

The Agents ask permission to erect display boards at the property to assist in the marketing of the property. Any such boards will comply with the Town and Country Planning (Control of Advertisements) Regulations 1987, as amended. The Seller consents that the Agents may erect a For Sale board at the property. The Agent accepts liability for any claim arising under these Regulations in connection with the board, unless the action arises as a result of a further board being put up by another agent.

4. FEES

(a) Fees Payable

Commission fees are payable as a result of the circumstances outlined in general condition 2 above. Fees are due at completion of the sale.

(b) Responsibility of Fees

The responsibility for the payment of these fees remains with the Sellers named above. Under the terms and conditions of this agreement, the Sellers are obliged to meet the payment schedule.



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