



AGENCY AGREEMENT

SOLE JOINT MULTI

Other Agents:.....

Address:

.....

Vendor/s:

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

- 1. **Marketing of property.** The property will be marketed at £.....
- 2. **Amount of Fees.** The Property Cafes fees are Plus VAT. Calculated on the eventual sale price of the property. 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 by you in writing.
- 3. **Sole Agency.** The Property Café will be a sole agent for a period of 12 weeks from the date of this agreement. The 12-week period commences from the date of signing this 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 14 days' written notice. During the period of sole agency the vendor will not instruct any other agent to sell the property.
- 3a. **Marketing Review.** As your selling agent and part of our ongoing service we offer you a formal six-week marketing review to reassess all aspects of our service and your response to marketing this far. In order to achieve this we would like to diarize a date for the/2011
- 4. **Multiple Agencies.** The Property Café will be selling agents from the date of this agreement. The agency may be terminated by either party giving 14 days' written notice. During the period of agency, the vendors may instruct any other agents to sell the property.
- 5. **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 relative or associate of a purchaser introduced by us either directly or indirectly, during the period of our sole/multiple agency or with whom we had negotiations about the property during that period; or with a purchaser introduced by another agent, if on a sole agency basis, 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.
- 6. **Payment of Fees.** Fees are due for payment on completion 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 The Property Café's agreed charges plus VAT in accordance with the conditions agreed herein. The vendor also gives authority to their solicitors to pass on their forwarding address to The Property Café.

If during the period of a sole agency any other agent introduces a buyer, or you accept a part exchange offer from any third party, these fees are still payable to The Property Café. It is confirmed that no introduction of a prospective buyer for the property has been made already. No charge, other than any special expenditure which is specifically and separately agreed by you in writing will be made unless a buyer is introduced before termination of the agreement and that buyer eventually exchanges contracts on the property.

7. Unoccupied Property. The Property Café cannot accept responsibility for the maintenance or repair of unoccupied property for sale unless so appointed to manage the property.

8. Access. If The Property Café holds 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.

9. Sale Boards. The Property Café 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 Country 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 Property Café board is displayed.

I would like The Property Café to erect a 'For Sale' board

Y	N
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10. The Estate Agents Act 1979. This Act requires The Property Café 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 The Property Café. Any such relationship must be disclosed here:

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I would like The Property Café to arrange an E.P.C on my property at a cost of £75 plus v.a.t.

Y	N
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I would like The Property Café to arrange a quote from their preferred solicitors.

Y	N
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I would like The Property Café to arrange for their preferred mortgage advisor to call them to discuss their mortgage needs.

Y	N
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The property Café is required to advise you that a referral fee of £150.00 will be received for the introduction of your work to our recommended solicitors. This is in accordance with the Law Society's Introduction and Referral Code and in no way limits the solicitor's ability to advise you and does not compromise their duty to you under the Society's Practice Laws.

To abide to the Distance Selling Regulations, there is a 7-day cooling off period from the signing date of this agreement.

Marketing and Agency Agreement will commence from: / 2011

Signed:..... Signed:.....

The Property Café: Vendor/s:.....

Date:.....