

# Agency Agreement

## 1. Agency Agreement – Introduction

This is an Agency Agreement between you (“the Vendor”) and Move-property.com Ltd, 3 Monkstown Village Centre, Newtownabbey, BT37 0HS (“the Agent”). Your details are set out below in the Sale Details section. **This is a legal document.** Please take time to read it carefully and ask any questions relating to these Terms and Conditions before signing the Schedule of Sale Details. Move prides itself on transparency and professionalism, so please bring to the Agent’s attention any matter about which you require clarification.

## 2. Type of Agency & Costs

The Agent acts on the Vendor’s behalf as their agent. The Vendor will be liable to pay the fixed cost of:

£ 500	for Property placed on the market priced up to	£ 85,000
£ 750	for Property placed on the market priced between	£ 85,000 and £ 125,000
£ 1,000	for Property placed on the market priced between	£ 125,000 and £ 225,000
£ 2,000	for Property placed on the market priced between	£ 225,000 and £ 325,000
£ _____	Property over £325k by separate negotiation.	

Or

£ 500	for <b>DIY</b> At Any Value (Take your own pictures, write your own summary, and we add your property and arrange the viewings as normal)	
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+ VAT, if any of the following events occur:-

- (1) an unconditional contract is entered into by the Vendor with a purchaser who is introduced by the Agent during the period of the agency; or
- (2) an unconditional contract is entered into by the Vendor with a purchaser with whom the Agent had negotiations about the property during that period; or

For the avoidance of doubt a purchaser will be deemed to be introduced by the Agent if his / her only knowledge of the property being on sale is through any of the marketing media employed by the Agent.

This Agreement will come to an end once any of the above events occur, or it can be cancelled by either party giving 14 days’ notice in writing to the other party. The Agent is under no obligation to give a reason for his / her cancellation of the Agreement.

Fees are due on the completion of the sale. Move will send a copy of their Invoice to the Vendor’s Solicitor who will discharge the fees on completion of the sale if authorised by the Vendor. Fees must be paid within 10 days of completion. In the event that the fees are not paid within this time, interest will be charged at a rate of 3% above the Bank of England base lending interest rate in force at that time.

Prior to the Vendor’s property being listed, the vendor shall pay a non-refundable upfront fee of £187.50 (+ VAT) to the Agent in respect of marketing fees and initial work to be undertaken.

## 3. Cancellation by Vendor

In the event that the Vendor cancels this Agreement and the Agent is not entitled to make a charge under the previous paragraph, the Agent will be entitled to retain the initial £187.50 + VAT payment referred to in 2 above, and the Vendor will in any event discharge all additional marketing fees in excess of that amount expended by the Agent on the Vendor’s behalf up to the date of the cancellation.

The Agent will be able to claim the fixed cost of either £500, £750, £ 1,000 or £ 2,000 (+ VAT) dependent on marketed value referred to in 2 above for a period of six months after expiry of this Agreement if a purchaser introduced during the period of the Agency Agreement goes on to purchase the property within six months of the expiry of the agreement.

## 4. Double Commission Warning

The Vendor should note that if any other agent introduces a purchaser to the Vendor during the period of the Agency Agreement, this will be regarded as an introduction by the Agent and the Vendor will have to pay the Agent’s agreed fee, as well as that of the other agent. Unless the Vendor was with this agent originally in which case no payment will be due.

## 5. “For Sale Boards”

The Agent will arrange for the erection of a display board advertising the property for sale. In doing so, the Agent will ensure compliance with the provision of Art. 87 of The Roads (Northern Ireland) Order 1993, and the requirements of the Planning (Control of Advertisements) Regulations (Northern Ireland) 1973 or such other statutory requirements in force at the time of this Agreement. The Vendor will not permit the display of any other “For Sale” board during the period of this Agreement.

## **6. Offers / Acceptance**

The Agent will promptly and accurately forward to the Vendor all offers received from potential purchasers at any time until a copy of a contract accepted by the Vendor has been forwarded by his Solicitor to a Purchaser's Solicitor. The Agent will keep a written or computerised record of all offers received (including date and time), and the Vendor's response. This record will be made available to the Vendor on request. The Agent will not pass on offers to the Vendor which are of an amount or type previously set by the Vendor in writing.

## **7. Access to the Property**

If the Agent holds the keys to the property, the Agent must accompany any viewings of that property, unless the Agent and Vendor agree otherwise in writing. If the Agent is arranging for someone to view an occupied property, the Agent must agree the arrangements with the occupier before any viewing takes place.

If access to the property is required by a person on behalf of a prospective purchaser (e.g. Surveyor, Builder etc.), and the Agent is unable to accompany that person, this will be made clear to the Vendor and his express permission will be obtained prior to any release of keys for this purpose. The Agent bears no responsibility for any damage caused to the property by any viewer or visitor to the property whether accompanied by the Agent or not, or by the failure of a prospective purchaser's representative properly to secure the property.

## **8. Disclosure Requirements**

Under the provisions of the Estate Agents Act 1979, the Agent has an obligation to disclose whether he / she or a connected person has a personal interest in the property. The Vendor should be aware that the definition of 'connected persons' is very wide. The word 'persons' itself has a wider meaning than one might think. Here, it includes partnerships, companies and unincorporated associations as well as individuals. The Agent will disclose any personal interests in the Sale Details section below.

## **9. Property Miss-Description**

The Agent will take all reasonable steps to ensure that all statements, whether written or oral, are accurate and not misleading. For that reason, the Vendor is required formally to 'sign off' the draft sale brochure prior to release to the market, and the Vendor should ensure that the details are accurate.

## **10. Discrimination**

The Agent will not discriminate against any person on the basis of age, race, religious belief or political opinion, sex, sexual orientation or married status or disability, and will comply with all relevant Northern Ireland equality legislation then in force. The Agent will not discriminate or threaten to discriminate against any prospective purchaser of the property because that person refuses to agree that the Agent will (directly or indirectly) provide services to them.

## **11. Other Services**

The Agent can, at his/ her discretion offer to potential purchasers a full range of estate agency services, including but not limited to arranging mortgages, insurance and the sale of the purchaser's property, and may receive commission in respect of such services.

## **12. Unoccupied Property**

The Agent will not be responsible for the maintenance and / or repair of an unoccupied property unless specifically agreed in writing between the parties. It is the Vendor's responsibility to ensure that any risks associated with an unoccupied property are minimised. Any agreement for maintenance etc. is outside the terms of this Agreement, and may be negotiated between the parties separately.

## **13. "Sale Agreed"**

When a prospective purchaser makes an offer that is accepted by the Vendor, it is deemed that the property is "sale agreed". The Vendor will confirm acceptance of the offer in writing to the Agent. Once the property is "sale agreed", the Vendor will be given a choice as to how any further marketing of the property will be carried out. The options are:

- (i) The property remains on the market, and viewings are carried out as before, until such times as the Vendor's Solicitor forwards copy accepted contract to the Purchaser's Solicitors; OR
- (ii) The property remains on the market, but no further viewings are carried out. Offers or requests for viewings will still be communicated to the Vendor by the Agent, but no further action will be taken unless the Vendor directs this; OR
- (iii) The property is taken off the market. The Agent will accept no further offers.

The Vendor will communicate which option is preferred, in writing to the Agent.

## **14. Clients Account**

All monies received from the Vendor will be held in a separate Move Client Account, as set out in the Estate Agents (Account) Regulations 1999. Monies received will be used only for purposes agreed with the Vendor. The Vendor gives authority for the Agent to use any monies remaining in the Clients Account at the completion of the transaction for the partial or total discharge of the Agent's fees. The Agent will provide a statement showing any such deduction from the overall balance owing.

## **15. Complaints Procedure**

Move requires its agents to maintain the highest standards of conduct and professionalism. If a Vendor is unhappy with any level of service afforded by the Agent, he / she can contact the owner of the Agent's office, and ask him to investigate on the Vendor's behalf. Complainants are invited to contact in writing Moveproperty.com Ltd, 3 Monkstown Village Centre, Newtownabbey, BT37 0HS, marking the envelope "Private and Confidential".

**SALE DETAILS**

1. The Agent: Move-property.com Ltd, Central Office, Newtownabbey, Co Antrim. BT37 0HS
2. The Vendor(s): 1 \_\_\_\_\_ 2 \_\_\_\_\_
3. Address of Property to be sold \_\_\_\_\_ 4. Agreed Initial Asking Price:  
\_\_\_\_\_ £ \_\_\_\_\_  
\_\_\_\_\_
5. The Vendor's Address (if different from above) \_\_\_\_\_  
\_\_\_\_\_

6. **STANDARD MARKETING;** initially agreed to include: (tick boxes)

- |   |                          |                             |                              |                             |
|---|--------------------------|-----------------------------|------------------------------|-----------------------------|
| Property details on <i>Move</i> website     | <input type="checkbox"/> | Sale Board to be ordered    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Property details on <i>propertynews.com</i> | <input type="checkbox"/> | EPC to be ordered           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Property details on <i>propertypal.com</i>  | <input type="checkbox"/> | If no do we have EPC? _____ |                              |                             |
| Full colour brochures                       | <input type="checkbox"/> | _____                       |                              |                             |

**OPTIONAL ADDITIONAL MARKETING AT COST** (Cost to be confirmed as per size of advert etc)

- Advertisement in *Belfast Telegraph Homefinder*  Property News Paper Publication

7. Personal Interests of Agent (if any)	8. Special Conditions / Additional Comments

**Execution of Agreement**

**WARNING:** Before signing this Agreement the Vendor should read and fully understand the terms and conditions of this agreement. Nothing contained in this Agreement is intended to restrict the Vendor's rights under the general law.

The Vendor confirms that he / she has made full disclosure of all matters to the Agent which may affect the value or marketability of the property, and will continue to update the Agent if any further matters come to light during this Agreement and prior to completion of the sale.

**The Vendor hereby authorises their appointed solicitor to pay Move-property.com Ltd their said fee as agreed in this contract promptly on the day of completion of sale.**

Signed by the Vendor(s) 1. \_\_\_\_\_ 2. \_\_\_\_\_

Signed by the Agent: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Solicitor for Sale</b> Firm: _____ Address _____ _____ Post Code _____	Solicitor _____
<b>Financial Adviser Or Bank?</b> Firm: _____ Address _____ _____ Post Code _____	Adviser _____

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**Sum of £ 187.50 plus VAT initial non refundable received by means of Cheque/Cash. (*Rretain this document as your receipted proof of purchase, authorisation for sale, and payment of Fees*)**

**Please note it is a regulatory requirement that we obtain Proof of Name and Address for Money Laundering purposes.**