



## AGENCY AGREEMENT

OWNER(S) –  
PROPERTY TO BE SOLD -  
CONTACT ADDRESS -  
TELEPHONE HOME:.....WORK:.....MOBILE:  
EMAIL ADDRESS:

We are pleased to accept your instructions to offer the above property for sale at an asking price of £270,000 (Any variation in the price of the property will not affect the terms of the agreement).

### **1. Type of Agency**

The Vendor appoints PropertyLine as ..... agent for the duration of this agreement.

The Vendor agrees that he/she will not (during the Agency period):

- a) In the event of sole agency, instruct any other agent to sell the property.
- b) In the event of joint agency, instruct any other agent to sell the property with the exception of  
.....

### **2. Definition of Type of Agency**

The types of Agency referred to in Clause 1 above and some terms, which may be used during negotiations, are defined on page 3 of the document. Please read them carefully, before signing this agreement.

### **3. Remuneration**

Remuneration of £.....or ..... per cent of the agreed sale price of the property (whichever is the higher) will be charged, these are the only charges that we will charge during your sale process:

a) If this agency is a sole agency then such remuneration will be payable if at any time unconditional contracts for the sale of the property are exchanged as described overleaf, but in particular:

With a Purchaser introduced by PropertyLine 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 that period.

75 Broadway  
Peterborough PE1 1SY  
**01733 777788**

b) If this agency is a joint agency then remuneration will be payable if, at any time, unconditional contracts for the sale of the property are exchanged with a Purchaser introduced during the Agency Period by PropertyLine such other agent as is referred to in Clause 1(b) hereof.

A Purchaser is any person or company introduced directly or indirectly by PropertyLine (or any joint agent referred to in Clause 1(b) hereof).

Our remuneration is due and our account will be submitted on exchange of contracts for payment not later than the date of completion of the sale and we are hereby authorised to submit our account to your solicitor for payment on the due date. You agree that your solicitor is hereby authorised and requested to pay our account on completion, out of the sale monies, and to disclose your address.

#### **4. The Agency Period**

The initial Agency Period will be .....

Thereafter it will continue unless either party terminates the Agreement by giving the other 14 days written notice to this effect.

If, on termination of the agency, you instruct us on a multiple agency basis, our remuneration will then be £.....Or % of the agreed sale price of the Property (whichever is the higher) plus VAT in each case. Clause 3 above will be varied accordingly and, with the exception of Clause 1 above, all other terms of this Agreement will continue to apply.

#### **5. Sub Agents**

The Vendor hereby authorises PropertyLine (or any other agent referred to in Clause 1(b) hereof to appoint one or more subagents (at no extra cost to the Vendor) at the sole discretion of PropertyLine to assist in the marketing of the property unless the Vendor specifically instructs in writing to the contrary.

#### **6. General Provisions**

PropertyLine has no responsibility for repair or maintenance of any property which is left vacant during the Agency Period and the repair and maintenance of such property will remain the Vendor's responsibility.

#### **7. Vendor's Warranties**

The Vendor warrants to PropertyLine that he/she is entitled to sell the property without the consent of any third party and has authority to enter into and abide by the terms of this Agreement.

#### **8. Estate Agents Act 1979**

This Act requires PropertyLine to disclose any interest which the Vendors or their relatives may have in PropertyLine Estate Agency or any of its subsidiary companies.

## 9. Consent

Following recent introduction of the General Data Protection Regulation (GDPR), we require your consent to pass on your contact details to a third party. This will include Vebra our sales portal, solicitors, all parties involved in the sale, financial advisors, surveyors, other agents and management companies, accountants, Peterborough City Council.

Yes/No

## VENDOR'S SIGNATURE

Vendor confirms that he/she has read and understood and accepts the terms herein set out. The Vendor hereby authorises PropertyLine and no other agent to erect a 'For Sale' board at the above property.

Full Name(s).....Signed.....Date.....

.....

## AGENT'S SIGNATURE

Signed.....Date.....

In accordance with the Estate Agents (Provision of Information) Regulations 1991, we are obliged to inform you that we intend offering to prospective purchasers our estate agency service and any other special offers which may be available from time to time.

## DEFINITION OF TERMS

### SOLE AGENCY

You will be liable to pay remuneration to PropertyLine, 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 introduced by PropertyLine 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 that period.

### MULTIPLE AGENCY

When entering a Multiple Agency Agreement you have the right to instruct other agents in addition to PropertyLine without our consent.

### JOINT AGENCY

A Joint Agency is an agreement between two agents, jointly operating with your consent to sell your property.

## **SOLE SELLING RIGHTS**

You will be liable to pay remuneration to PropertyLine, in addition to any other costs or charges agreed, in each of the following circumstances:

If unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but another agent or by any other person, including yourself:

If unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during the period or with whom we had negotiations about the property during that period.

We reserve the right to offer the services of our mortgage and insurance services to all prospective buyers and sellers and may earn a commission therefore. We may also sell properties on behalf of prospective buyers of your property.

We need to ensure that the sale particulars of your property are correct and do not contain any mistake or misdescription. You must check, sign and date the draft sale particulars we will send you to check, correct and return to us. You must immediately notify us in writing if any changes to or problems with your property occur.

## **PROPERTYLINE ACT ON A NO SALE NO FEE BASIS**