

Date:

Property Address:

Vendor(s) Names:

Marketing Price:

Sole Agency / Multi Agency

Duration of Sole Agency Rights**:**

Agency Fee:

Signatures:

Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Agency Agreement**

Katie Homes, is a trading name of Katie Homes Limited which is a limited company registered in England and Wales. Registered office: 76 Derby Road, Nottingham, NG1 5FD. Company number: 06828566

Terms & Conditions

**1. DEFINITIONS 1.1.**

We, us or our means Katie Homes Ltd.

**1.2.** You or your means the person(s) identified in the Agreement as the authorised vendor(s) of the Property.

**1.3**. Agreement means the agreement reached by us and you on basis of the information and terms set out in (a) the Agency Agreement signed by you and (b) these terms and conditions.

**1.4**. The Property means the property detailed in the Agency Agreement and which you have asked us to market and sell as your agent.

**1.5**. Sale means the transfer of the Property to new ownership in which whole or in part whether or not any consideration passes and includes whole or part-exchange of the Property.

**2. SOLE AGENCY RIGHTS**

**2.1.** Sole Agency Rights means that we have exclusive rights to market and sell the Property for you as your agent for the term of our appointment, all negotiations are to be carried out by us and you are not allowed to market or seek to sell the Property yourself or appoint any other agent or person to market, sell or part exchange the Property.

**3. APPOINTMENT AS AGENT**

3.1. On entering into the agreement, you appoint us as your agent for the sale and marketing of the Property with Sole Agency Rights set out in the Agency Agreement and continuing until terminated or varied.

**4. SOLE AGENCY AND OUR SOLE AGENCY FEE**

**4.1**. You will be liable to pay the Sole Agency Fee as set out in the Agency Agreement to us, in addition to any to any other costs or charges agreed, if contracts for the sale of the Property are exchanged, with a minimum fee of £1000 + vat.

**4.1.1**. In the period during which we have Sole Agency Rights, even if the purchaser was not found by us but by another agent or by another person, including yourself; or

**4.1.2.** after the expiry of the period during which we have Sole Agency Rights but to a purchaser who was introduced to you during that period or with whom we had negotiations about the Property during that period.

**4.2**. You will also be obliged to pay the Agency Fee if:

**4.2.1**. You sell the Property through a different agent to a purchaser introduced during our appointment as Sole Agency within six months of the termination or withdrawal of this Agreement;

**4.2.2**. You sell the Property privately to a purchaser introduced during our appointment as Sole Agency within two years of the termination of this agreement or with whom we had negotiations about the Property during that period.

**4.3**. If you appoint another agent to sell the Property during the period of our Sole Agency Rights you will be in breach of our Sole Agency Rights. If you breach our Sole Agency Rights we will be entitled to charge you our higher Multi Agency Fee of 3%, instead of Our Agency Fee as a Sole Agency.

**4.4**. If you appoint another agent during our appointment as Sole Agency and you become liable to pay that agent a fee for the sale of the Property you will still be liable to pay our fee and will be at risk of paying two agency fees for the sale of the Property.

**5. MULTI AGENCY AND OUR MULTI AGENCY FEE**

**5.1**. You are not permitted to instruct another agent as well as us without our prior agreement.

**5.2**. If you would like to change the Agreement to a Multi-Agency you will need to notify us in writing.

**5.3**. If we agree to change to a Multi-Agency Agreement the agency fee payable will no longer be our Sole Agency Fee, but will be our Multi Agency Fee of 3%, no other terms of this Agreement will change other than those set out in clause 5.4 below.

**5.4.** If we agree in writing to change the Sole Agency Agreement to a Multi-Agency Agreement, you have to pay us the Multi Agency Fee in addition to any to any other costs or charges agreed, if contracts for the sale of the Property are exchanged:

**5.4.1.** With a party who we have introduced to you during the period in which we have Sole Agency Rights. **5.4.2.** With a party who we were the first agent to introduce to you during the term of our Multi Agency Agreement.

**5.4.3.** With a party who we introduced to you during the term of our Multi Agency Agreement and in respect of whom we were the effective introducing agent: or

**5.4.4.** With a party who was introduced to you as a result of an introduction we made to another potential purchaser.

**6. INTRODUCTION**

**6.1**. A purchaser we have introduced is any party who has learned about the Property through our activity either directly or through another person (e.g. wife, husband, family member, partner, business partner, or search agent).

**6.2.** In order to avoid confusion over which potential purchasers of the Property we have introduced (to avoid both we and another agent claiming an agency fee from you for the same introduction) you must advise us in writing, within seven days of the date of this agreement of any potential purchaser(s) of the Property:

**6.2.1**. previously introduced to you by any other agent; or

**6.2.2.** whom/which have previously contacted you in relation to a possible purchase of the property.

**7. WHEN OUR CHARGES ARE PAYABLE**

**7.1**. Our agency fee and other charges are due and payable on Exchange of Contracts. We accept a delay in this payment until completion if the agency fee is being paid from the proceeds of the sale of the Property. If completion has not taken place three months after Exchange of Contracts we reserve the right to request immediate payment.

**7.2**. If you fail to make payment of our agency fee or any other charges on the due date for payment we reserve the right to charge daily interest on the outstanding balance at the rate of 3% above the base rate of the Royal Bank of Scotland from the date payment was due until payment.

**8. DURATION OF AGREEMENT AND TERMINATION**

**8.1**. The Agreement will last for not less than the duration of the Initial Period and will continue automatically after expiry of the Initial Period until terminated in accordance with clauses 8.2 and 8.3 below.

**8.2**. You or we are entitled to terminate the Agreement by giving fourteen days prior written notice of termination and the Agreement will end at the close of business on the fourteenth day, provided always that termination by such notice cannot take effect until expiry of the Initial Period.

**8.3**. If we have a fundamental disagreement with you about how the property should be marketed by us we may give you notice to terminate at any time with immediate effect .

**8.4**. You are not entitled to terminate the Agreement: before the Initial Period has expired; when you know that we have arranged a purchaser; when you know that Exchange of Contracts is about to take place; or in the period between Exchange of Contracts and the sale of the Property formally completing.

**9. NOTICES**

**9.1.** You can send formal notices to us by e-mail to the following address, ‘info@katiehomes.co.uk’. Please ensure you include the address of the Property and the nature of the e-mail in the subject heading. Deemed delivery date if the e-mail is sent on a Business Day before 16.30, on that day; or in any other case, on the next Business Day.

**9.2**. We can send you formal notices to you by e-mail to your e-mail address shown on the Agency Agreement.

**9.3**. If you don’t have access to e-mail please send any correspondence to our office at, Katie Homes, 76 Derby Road, Nottingham, NG1 5FD, clearly stating which property the letter relates to. We will send any letters or notices to your postal address shown on the Agency Agreement. If your address changes please ensure you notify us. Deemed delivery date for First-class Post is the second Business Day after posting, for second class post the third Business Day after posting.