



Estate Agents

SOLE AGENCY AGREEMENT

BY THIS AGREEMENT THE VENDOR CLIENT APPOINTS THE AGENT TO USE ITS BEST ENDEAVOURS TO SELL THE PROPERTY ON BEHALF OF THE VENDOR CLIENT ON THE TERMS SET OUT BELOW:

1. THE VENDOR(S) Name(s).....MR O'GORMAN
Address.....FLAT 5, 45 MARINE PARADE.....
.....BRIGHTON.....
.....EAST SUSSEX.....Post Code.....

2. THE AGENT Name: Daniels Residential
19 St Georges Road
Kempton
Brighton
BN2 1EB

3. THE PROPERTY Address.....FLAT 5.....
.....45 MARINE PARADE.....
.....BRIGHTON.....
.....EAST SUSSEX.....
ASKING PRICE £49,950.....
The price includes.....
.....
.....

4. APPOINTMENT
I. Natures of Appointment: SOLE AGENT
II. Duration:

This Sole Agency Agreement is for a period of ~~THREE~~ months from the date of this Agreement and will continue thereafter subject to conversion or termination. After the expiry of this period, it may be converted upon 7 days written notice into a Multiple Agency Agreement;

OR terminated upon 7 days written by either party. In the event of this Agreement being converted into a Multiple Agency Agreement it will continue until terminated upon 7 days written notice by either party.

5. 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 introduced by us 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'



SOLE AGENCY AGREEMENT..2

6. FEEES

- A. As the Sole Agent, in the event of a sale the fees will be 1.5% of the contract sale price plus V.A.T at 17.5%

Please note that the fees are subject to a minimum charge of £850.00. + VAT @ 17.5%.

If this exclusive Sole Agency Agreement is infringed by instructions to another agent or agents then the right is specifically reserved to charge fees at a multiple agency rate as set out below if the purchaser is effectively introduced by Daniels Residential directly or indirectly.

- B. If this Agreement becomes a Multiple Agency Agreement the fees will be 2.5% of the contract sale price plus V.A.T at 17.5%.

Please note that the fees are subject to a minimum charge of £1250.00. + VAT @ 17.5%.

Under a Multiple Agency Agreement the fees arise and are payable by the vendor if Daniels Residential make the effective initial introduction of a purchaser directly or indirectly even if the matter ultimately proceeds through another agent or privately.

- C. The fees arise upon the exchange of contract and are payable on completion.
- D. Irrevocable authority is given by this Agreement to the Solicitor/Conveyancer acting for the Vendor to pay the fees upon completion.
- E. Interest will be charged at 2% over Barclays Bank plc base rate from time to time, upon fees outstanding for more than five working days after completion.

7. VENDOR ACKNOWLEDGEMENT

The vendor acknowledges receipt of the Compliance Statement of Services, and receipt of Daniels Residential Sales Particulars and acknowledges that they are an accurate description of the property from information provided.

SIGNED:
(Vendor)

SIGNED:
(For and on behalf of Daniels Residential)

DATED 3 June 1995