

Confirmation of Marketing Agreement

This document is a legal binding document

In accordance with section 18 of the Agents Act 1979, as amended we are required to set out 'terms of business' and the circumstances in which payment for our estate agency services become due and the amount and method of calculations of such payments.

Once this agreement is signed **Right Homes** will act as your Agents and will market your property.

Providing this agreement is not breached, **Right Homes** will operate on a 'no sale, no fee' basis and a fee will be charged only if contracts are exchanged with a buyer or lease holder introduced by **Right Homes**, or with whom **Right Homes**, negotiated regarding your property; or (if a sole agency is given) with a buyer or new lease holder introduced by another agent or from whatever source or means during the period of sole agency. The fee is to be paid on completion out of the proceeds out of the sale by the solicitor/conveyance. It should be noted that this is a formal agreement and if any part is broken, a claim may be made of costs incurred. Please ensure that any other agreements you may have entered into do not conflict with this agreement.

This Agency Agreement must include a **minimum time period**. The start date is the date of this agreement. After the minimum period has passed, it can be cancelled in writing to us giving us fourteen days written notice. This agreement will continue indefinitely if it is not cancelled in writing.

A choice between Sole and Multi Agency must be made. If **Sole Agency** is chosen, a minimum period of Sole Agency must be agreed. The start date is the date of this agreement. After the period has transpired Sole Agency agreement can be terminated in writing by giving fourteen days' notice. If not cancelled in writing the Sole Agency is deemed to continue indefinitely. It would be a breach of this agreement to allow other agents to introduce potential buyers to the property during the Sole Agency period. It is also that if sale is conducted from whatever source or means (including a part exchange transaction) during the period of sole agency. **Right Homes** will be entitled to charge the fee agreed. To avoid any possible confusion, interested parties that have been introduced to the property prior to this agreement should be named overleaf; otherwise it shall be assumed that their introduction occurred after the date of this agreement. If at any time during the market period we have an offer for the property and the seller wishes not to sell his/her property there will be an admin fee of **£295**. During a Sole Agency period you may become liable for more than one fee if you allow another agent to introduce a buyer. If Multi Agency is chosen, you are free to instruct two other Estate Agents to act alongside ourselves. If during a Multi-Agency agreement, contracts are exchanged with a buyer introduced through another agent and with whom we had not negotiated about the property, the period of agency shall be brought to an immediate end and no fee will be charged.