

**Client name (s)**

**Property to be sold**



**Terms & Conditions**

Terms of Business.

We shall act as sole selling agents from the date of this agreement and will do so until terminated by either party. 28 days written notice of termination will be required and notwithstanding this the sole agency will continue for as long as there are sums due to us or third parties instructed and paid on your behalf.

You will be liable to pay commission and any other costs agreed if at any time during our sole agency missives are concluded. This liability will arise whether or not your buyer is found by us or not. In the event that missives are concluded after expiry of our agency but with a buyer introduced by us or with whom we negotiated prior to termination of this agreement, then our fee and all outlays will be payable by you.

We will fully observe the provisions of the Consumer Protection from Unfair Trading

Regulations 2008 and any other relevant legislation.

# Clients Address

**Email Address Asking Price % or FP**

**Charges**

Marketing Fee £

Sales Fee £\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Viewing Fee £\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Report Fee £

**Additional Notes:**

­­­­­­­­­­­­­­­­­­­­­­­­­

### Our Charges

Commission will be calculated in accordance with the charges opposite.

Should your property not sell you will be responsible for payment of our Marketing Fee, all advertising costs and any other authorised outlays. These will require to be paid within 14 days of receipt of our account.

Any sums outstanding after 14 days will be liable to interest at 5% above The Bank of Scotland interest rate until paid in full.

### Marketing Plan

The Marketing Fee covers the cost of preparation and production of Sales Schedules plus pdfs and the erection of a For Sale board.

We will carry out advertising/ marketing of the property as agreed and these costs will be payable by you whether or not the property sells.

We shall be entitled to erect a For Sale board and add a "SOLD" sticker

### Unoccupied Property

We are not responsible for the maintenance (including draining, plumbing and central heating systems during cold periods), upkeep, repair or insurance of the property if left unoccupied while this agreement is in force.

Our duty in terms of security extends only so far as ensuring that the property is lockfast upon leaving after viewings etc.

### Additional Information



Should you decided to carry out part exchange with a third party we still require our agreed sales fee.

Should you withdraw from the open market we require a fee of £299.00 and 28(twenty eight days) written notice.

It is a legal requirement to have a home report in place or commissioned before a property can be marketed.



this will run from the date which you have signed our contract.



with Forth Valley Homes to begin immediately (DATE) ,

thus wavering my “14 day notice right to cancel” period.

### The Property Ombudsman

We are governed by The Property Ombudsman and as such are governed by their Code of Practice. Access to all relevant information can be found at: www.tpos.co.uk

***You should not sign this agreement unless you agree to these Terms and Conditions***

When you instruct Forth Valley Homes you are contracting on behalf of the owners of the property.

**Signed Name Date**

For and on behalf of seller (Please print)

**Signed Name Date**

For and on behalf of seller (Please print)

**Signed Name Date**

For and on behalf of Forth Valley Homes (Please print)