



CONFIRMATION OF MARKETING AGREEMENT

Address of property to be sold: .....  
.....  
Full name of vendors: .....  
Correspondence address (if different from above): .....  
.....  
Work Tel. Number: ..... Home Tel. Number: .....  
Email address: ..... Mob. Tel. Number: .....

Terms and Conditions

Our responsibility

SpaceConstruct ("SC") will promote your property in such a manner as to use all reasonable endeavours to achieve a sale. In order to achieve this, the company may advertise the property in newspapers and magazines, on the internet, prepare sales particulars or brochures, arrange viewing for prospective purchasers and erect a for sale/sold board.

Sales particulars

A copy of the sales particulars were appropriate will be provided to the vendor on their authorised agent to check that details are correct. Whilst SC will take reasonable care in the preparation of same, the vendor hereby undertakes to check these sales particulars and inform SC promptly of any factual inaccuracies in order to avoid misleading a purchaser.

Unoccupied property

It is the vendor's responsibility to ensure that mains services are turned off and water and heating systems professionally drained and the insurers of the property notified if the property is unoccupied. SC accepts no liability for any damage or loss pertaining to the property being vacant.

Additional services which may be provided to a purchaser

Prospective purchasers may be offered estate agency services including marketing of their own property incl. Circumstances were the purchaser's property or your property is dependent on the sale of a another purchaser's property and or provision of banking and insurance services and financial assistance particularly for securing of mortgage facilities.

Initial asking price.....

NB.: This is not a valuation

A) Sole selling agency ..... (tick if applicable)

Marketing is to commence on the property from the date of SC's signature on this form for a period of 12 weeks and thereafter until notice is given under the terms of this agreement. You will be liable to pay our fee of 0.5% + VAT subject to a minimum fee of £1000 + VAT. Our fees (in addition to any other costs and charges that might be agreed from time to time) are to be paid in each of the following circumstances:

- 1. if unconditional contracts for the sale of the property are exchanged in the period during which we have a sole agency, even if the purchaser was not introduced by us but by another agent or by any other person or body including yourself.
- 2. if unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have a sole selling agency to a purchaser who was introduced to the property during that period even if the purchaser was neither found or introduced by us but by another agent or by any other person or body including yourself.

If conditional contracts are exchanged in the circumstances set out in sub clauses 1 or 2 above and the condition contained has been met, then for the purposes of this clause, unconditional contracts are deemed to have been exchanges when the condition is met and the contracts are unconditional.

Were an additional agent(s) is/are appointed after the end of our sole selling period and if we remain instructed then in the event of circumstances contained in paragraphs 1 and 2 on the multiple agency agreement taking place the multiple agency clause will apply.

B) Dual selling agency .....(tick if applicable)

Marketing is to commence on the property from the date of SC's signature on this form for a period of 12 weeks and thereafter until notice is given under the terms of this agreement. You will be liable to pay our fee of 0.5% + VAT subject to a minimum fee of £1500 + VAT. Our fees (in addition to any other costs and charges that might be agreed from time to time) are to be paid in each of the following circumstances:

- 1. if unconditional contracts for the sale of the property are exchanged in the period of this dual agency to a purchaser who we have introduced to the property either directly or indirectly of with whom we have had negotiations about the property during this agency period.
- 2. If unconditional contracts are exchanged after the expiry of the period of this dual agency with a person or body who was introduced to the property by us either directly or indirectly in this period or with whom we had negotiations about the property either in or after this period.

If conditional contracts are exchanged as set out in sub sections 1 or 2 above and the condition has been met, then for the purposes of this clause unconditional contract are deemed to be exchanged when the condition is met and the contracts are unconditional.

**C) Joint sole selling agency ..... (tick if applicable)**

Marketing is to commence on the property from the date of SC's signature on this form for a period of 12 weeks and thereafter until notice is given under the terms of this agreement. You will be liable to pay our fee of 0.5% + VAT subject to a minimum fee of £2000 + VAT to be split between .....and SC on the basis of .....% in favour of the successful agent and .....% in favour of the unsuccessful agent.

Our fees (in addition to any other costs and charges that might be agreed from time to time) are to be paid in each of the following circumstances:

1. if unconditional contract for the sale of the property are exchanged in the period during which we have a joint sole selling agency even if the purchaser was not found by us or our joint sole selling agent but by another agent or by any other person or body including yourself.
2. if unconditional contract for the sale of the property are exchanged after the expiry of the period during which we have a joint sole selling agency to a purchaser who was introduced to the property during that period even if the purchaser was not found by us or our joint sole selling agent but by another agent or by any other person or body including yourself or with whom we have had negotiations about the property.

If conditional contracts are exchanged in the circumstances set out in subclauses 1 or 2 above and the condition has been met then for the purposes of this clause unconditional contracts are deemed to have been exchanged when the condition is met and the contracts are unconditional.

**D) Multiple agency.....(tick if applicable)**

Marketing is to commence on the property from the date of SC's signature on this form for a period of 12 weeks and thereafter until notice is given under the terms of this agreement. You will be liable to pay our fee of 1.0% + VAT subject to a minimum fee of £1000 + VAT.

Our fees (in addition to any other costs and charges that might be agreed from time to time) are to be paid in each of the following circumstances:

1. if unconditional contract for the sale of the property are exchanged in the period during which we have a joint sole selling agency even if the purchaser was not found by us or our joint sole selling agent but by another agent or by any other person or body including yourself.
2. if unconditional contract for the sale of the property are exchanged after the expiry of the period during which we have a joint sole selling agency to a purchaser who was introduced to the property during that period even if the purchaser was not found by us or our joint sole selling agent but by another agent or by any other person or body including yourself or with whom we have had negotiations about the property.

If conditional contracts are exchanged in the circumstances set out in subclauses 1 or 2 above and the condition has been met then for the purposes of this clause unconditional contracts are deemed to have been exchanged when the condition is met and the contracts are unconditional.

**Home information**

From the 1st August 2007 some homeowners are required by law to provide a Home Information Pack. SpaceConstruct will be pleased to organise a Home Information Pack (HIP) for which the homeowner will be responsible for any associated and pre-agreed costs and charges +VAT. SpaceConstruct may in certain circumstances provide a free HIP to the homeowner on the following conditions:

1. SpaceConstruct will be instructed on a sole selling agency basis as per the terms contained in this agreement
2. in the event of the property being withdrawn from the books of SC or sold through another estate agent or any other entity including yourselves, SC will invoice the seller for the cost of the HIP. Full payment of this invoice will be due within 7 days.

**Payment of fees**

Fees are due for payment on exchange of contract but deferred until completion. The vendor hereby gives irrevocable authority to the solicitors acting on completion of the sale to pay out of the proceeds of the sale SC's agreed charges + VAT on the day of completion in accordance with the conditions agreed herein. Interest may be charged at 8% above HSBC bank rate if the account remains unpaid for more than 10 days after completion. (In the event of the property being withdrawn from the books of SC it reserves the right to make a nominal charge of 0.5% of the agreed asking price to contribute towards the company's marketing costs). We wish to make the seller aware there may be a dual fee liability if:

1. the seller has previously instructed another agent to sell the same property on a sole agency, joint agency or a sole selling rights basis; or
2. If the seller instructs another agent during or after the period of our sole selling agency, joint selling agency or a sole selling rights basis

**Services offered to purchasers**

As a result of general policy SC will and intends to offer certain services and products to any and all prospective purchasers of the property. SpaceConstruct will be entitled to receive remuneration/fees in addition to the fees payable by Seller in relation to the property if services and products are actually provided to the prospective purchasers. SpaceConstruct intends to offer the following:

1. **Purchase Sale.** Should a prospective purchaser have a property to sell within an area covered by SC, we may wish to act on their behalf in the sale of the property and, accordingly, we hope that this would have the effect of expediting your own sale. Should the purchaser be a developer or investor, SC may offer advice and assistance in the future marketing of the property.
2. **Property Letting and Management.** Should a prospective purchaser wish to acquire a property for investment purposes, SC would offer advice and assistance through or Letting and Property Management staff.
3. **Financial Services.** Advice of mortgage and insurance products may be offered to prospective purchasers via our recommended financial services companies. These will help ensure that prospective buyers are genuinely in a position to proceed and may result in SC receiving a fee.

**Disclosure**

It is a requirement that should an offer be agreed privately, or via another estate agent, the seller must disclose to SC the identity of the purchaser prior to exchange of contracts.

**Once you accept viewings on your property and this form has been dispatched to you, you are bound by its terms. I acknowledge, understand and agree to the above terms and conditions, as varied.**

Name of vendor ..... Signature of vendor.....

Date.....

Signature for SpaceConstruct.....

Date.....