



SOLE AGENCY AGREEMENT

Address of property

Address Seller

Full name of seller(s)

Contact

Home:

Work:

Estate agents must by law give sellers written details of the payments they will have to make for estate agency services and explain how payments will be calculated and when they will be due. These details are set out in this agreement.
You as seller(s) agree to appoint us (MacIntosh International Limited and anyone taking over it's rights under this agreements) to sell your property on the following terms:

<p>1. Sole agency appointment We will be your sole agent from the date of this agreement for a minimum period of 52 weeks. After that period, the agreement will continue unless you, or we, give 14 days written notice to end it. The earliest you, or we, can give notice 14 days before the end of the minimum period. We will market your property at an initial asking price of _____ The asking price is not a valuation of your property but a figure for marketing purposes.</p> <p>2. Sale Board/Posters We will erect a board/poster as soon as possible. The law allows the display of one board at the property and you agree to this requirement.</p> <p>3. Sales Details We must by law ensure that all information supplied about your property is accurate and is not misleading. We will ask you to confirm that everything in the sales details is correct. It is essential that you tell us if the sales details are incorrect or if any changes take place later, which may require the sales details to be amended.</p> <p>4. Services to prospective buyers We or any part of the MacIntosh International group may offer prospective buyers services related to the buying of your property. Services may include mortgage advice or the arrangement of mortgages, insurance, surveys, valuations or property sales.</p> <p>5. Sole Agency You will be liable to pay fees to us in addition to any other costs or changes agreed if at any time unconditional contracts for the property are exchanged: - - With a buyer introduced by us during the period of our sole agency or with whom we had negotiations about your property during that period, or - With a buyer introduced by another agent during that period. In this agreement, references to "another agent" includes any person operating an internet site or using other electronic media to advertise properties for sale whether or not they do so with the authority of the owner of the property; "introduced by us" includes any person introduced by us to your property through browsing on an internet site or viewing other electronic media used by us to advertise your property for sale.</p> <p>6. Sole agency fees You agree to pay MacIntosh International Ltd immediately our Marketing and Advertising Package fees of £500 for marketing and advertising your property for 1 year, and a further 5% of the sale price + VAT minus £500 already paid once the property is sold. You confirm that no one is currently interested in your property or negotiating to buy it.</p>	<p>Our fees are payable in full if contracts are exchanged after this agreement has been brought to an end and we directly or indirectly introduced the buyer or had negotiations with the buyer during the period of this agreement.</p> <p>7. Withdrawal charge (delete as appropriate) If this agreement is brought to an end and we are not entitled to charge fees in accordance with paragraphs 5, 6 and 8 of this agreement, you agree and accept that no refund plus VAT initially taken for marketing and advertising your property will be due.</p> <p>8. In the event that you withdraw your instruction or in any other way this agreement is terminated and we have introduced a ready and willing buyer from who you have accepted an offer. We reserve the right to charge an amount equal to one half of the agreed agents percentage fee.</p> <p>9. Marketing and Advertising Service Our Marketing and Advertising package fees* cover advertising and promotional costs including boards, photography , sales details, property guide, local advertising, mailing and any internet or other electronic media we use including posting your property on a number of overseas property portals / websites. In addition to our fees you will be charged for any special advertising or promotional costs, which we agree with you in writing. We will keep any discounts we may obtain through the bulk buying of advertising media. *subject to variation in local practise.</p> <p>10. Payment of accounts Your obligation to pay your sale fees arises on exchange of contracts for the sale of your property. Our fees must be paid on or before completion of the sale of the property unless we agree otherwise in writing. In signing this agreement you authorise your solicitor or Lawyer acting for you to pay our fees on completion out of the sale proceeds. You agree to pay all accounts promptly. Interest may be charged at 2% above the HBOS plc base rate then in force on any account unpaid for more than 28 days after the date due for payment.</p> <p>11. Unoccupied property We are not responsible for the maintenance or repair of your property if it is unoccupied unless we have agreed otherwise in writing. It is your responsibility to ensure that mains services are turned off, water and heating systems professionally drained and insurers notified.</p> <p>12. Multiple Agency Agreements Our multiple agency rate of 0% plus VAT will apply if your property has not been sold at the end of the sole agency period and you then appoint another agent to sell your property in addition to us. You will be liable to pay fees in full to the agent who has introduced the buyer or who has had negotiations with the buyer. If your property is sold through another agent you agree to tell us the name and address of the buyer, the sale price and the name and address of the selling agent.</p> <p>13. MacIntosh International Ltd agree to view the property to potential buyers on behalf of the property owner in their absence.</p>
---	---

I/We agree to the above terms:

Signature of seller:

Print Name:

Date:



MacIntosh International
Overseas Properties

Signature of seller:

Print Name:

Tel: Freephone 0800 0664652
Int: +359 (0)878 374 424

Date:

Please complete and fax this form to **0870 490 1040**
Send signed agreement to

MacIntosh International Ltd
27 Lauriston Street
Edinburgh
EH3 9DQ
United Kingdom

Payment should be made immediately to the following account:

**Bank of Scotland
600 Gorgie Road
Edinburgh
EH11 3XP**

**Account Name: MacIntosh International Ltd
Sort Code: 80-22-60
Account Number: 06443635**