

Confirmation of Sole Selling Rights Agreement

Address of property (THE PROPERTY): 9 KINGS PARK
TORRANCE G64 4DX

Vendor (THE VENDOR) 1. Mr. / Mrs. / Miss / Ms. Name: JAMES Surname: CULLEY

2. Mr. / Mrs. / Miss / Ms. Name: _____ Surname: _____

Contact details: Home: _____ Mob. 07739832659

E-mail: JAMESCULLEY@HOTMAIL.COM

Forwarding Address: _____

Solicitor: Firm _____ Office _____ Partner: _____

1. SOLE SELLING RIGHTS

THE VENDOR will be liable to pay remuneration to THE AGENT, in each of the following circumstances:
a) If missives for the sale of the Property are concluded in the period during which THE AGENT has sole selling rights, even if the purchaser not found by THE AGENT but by another agent or by any other person, including THE VENDOR.
Or
b) If missives for the sale of the property are concluded after the expiry of the period during which THE AGENT has sole selling rights but to purchaser who was introduced to THE VENDOR during that period or with whom THE AGENT has negotiations about the property during the period.

THE AGENT will have sole selling rights for a minimum period of twenty six weeks from the date of the sole selling rights agreement. The agree will continue after this period until such times as the property is sold. In the event of the THE VENDOR wishing to terminate the agreement a fee of ~~£799~~ plus vat shall be payable before the property can be removed from sale.

2. MARKETING FEE

A marketing fee of plus VAT will be charged and payable for a successful date of entry.

3. SALE FEE

The sale fee will be charged at
a) A fixed fee of £ _____ plus VAT or b) A fixed percentage fee of 0.69 % plus VAT or c) A scale fee of: _____ % plus VA upto _____, or _____ % plus VAT if the sale price is between £ _____ and £ _____, or _____ % plus VAT if the sale price equals or exceeds £ _____

(Options (a), (b) & (c) VAT charged at prevailing rate. The percentage fee due is payable on the total price achieved).
The sale fee charged is based on the price at which missives are concluded, and becomes payable on date of entry.
THE VENDOR confirms that authority is hereby irrevocably given to the solicitor or other legal representative of the vendor to pay the sale fee of the proceeds of sale upon completion. Any unpaid amounts shall be charged at interest of 3% above Bank of Scotland base rate from 5 days the sale fee monies are due.

THE VENDOR confirms that at the date of this agreement, no introduction of a prospective purchaser has been made. When there is more than one vendor, they are jointly and severally liable to pay the fee.

4. ESTATE AGENTS ACT 1979

Under the Estate Agents Act 1979, THE AGENT is required to disclose to prospective purchasers of the property whether THE VENDOR or relative or an associate of the vendor is an estate agent. THE VENDOR should indicate below if aware of any such relationship or association. YES NO If yes, name the person(s) involved and nature of involvement in estate agency: _____

5. ASKING PRICE

In accordance with THE VENDOR's instruction, the property will be offered for sale at Offers Over / Fixed Price TBC (which do not represent a valuation). Fixtures and fittings to be included in the price will be described in the sale particulars. The asking price may be varied at any time upon instructions from THE VENDOR.

Vendor 1 JAMES CULLEY Signature 1 [Signature] Date 16/11

Vendor 2 _____ Signature 2 _____ Date _____

Estate Agent TOWN & COUNTRY Signature [Signature] Date 16/11

(GLASGOW) LTD