

## SOLE AGENCY AGREEMENT

### PLEASE COMPLETE IN BLOCK CAPITALS

Address of property to be sold:

Address:

Postcode:

Full name of seller(s):

Address of seller(s) (if different):

Address:

Postcode:

Work Tel:

Home Tel:

### 1. SOLE AGENCY (FOR SALE BY PRIVATE TREATY, AUCTION OR TENDER):

BOK Estate Agents are appointed as Sole Agent and the Agency will continue unless terminated by not less than 14 days written notice by either the Seller or the Agent. Until this Agreement is ended the Seller will not instruct any other Agent to sell the property.

The property will be placed on the market at an initial price of offers around: £

### 2. SALE BOARD

The Agent will erect a sale board at the property as soon as possible, pursuant to the Planning (Control of Advertisements) Regulations (Northern Ireland) 1973 or such other statutory provisions as may apply from time to time and the seller will not permit the display of more than one sale board during the currency of this agreement.

### 3. SOLE AGENCY FEES

The Seller agrees to pay fees of % of the sale price plus agreed promotional costs plus VAT

(subject to a minimum fee of £ plus VAT, excluding promotional costs).

The Seller will be liable to pay fees to the Agent, in addition to any other costs or charges agreed, if after the agent has introduced a purchaser who is ready willing and able to buy and or who signs a contract to purchase the property, whether conditional or otherwise, and the property is subsequently withdrawn by the Seller, or if at any time a contract for the sale of the property is accepted with a purchaser introduced by the Agent during the period of the Agents Sole Agency, or with whom the Agent had negotiations about the property during that period, or with a purchaser introduced by another Agent during that period. In the event of a sale taking place after termination of the agency to a party introduced during the period of agency the full fee is payable.

The seller hereby gives an irrevocable authority to the solicitor/legal representative acting in the sale to pay the fee due promptly on completion out of the proceeds of the sale. Interest may be charged at 4% above current Bank base rates in force on any account which remains unpaid for more than 10 days after the date due for payment. It is agreed that no party is currently negotiating to purchase the property and that no introduction has already been made by any party. The marketing of the property will commence with the photographs being taken for the office display.

#### 4. JOINT AGENCY FEES

In the event of a joint agent being introduced to sell/promote the property, the seller agrees to pay fees of 1.5% of the sale price, split on a 50/50 basis between the agents, plus any promotional costs plus VAT.

(subject to a minimum fee of £ \_\_\_\_\_ plus VAT, excluding promotional costs).

The Seller will be liable to pay fees to the Agent, in addition to any other costs or charges agreed, if after the agent has introduced a purchaser who is ready willing and able to buy and or who signs a contract to purchase the property, whether conditional or otherwise, and the property is subsequently withdrawn by the Seller, or if at any time a contract for the sale of the property is accepted with a purchaser introduced by the Agent during the period of the Agents Joint Agency, or with whom the Agent had negotiations about the property during that period, or with a purchaser introduced by another Agent during that period. In the event of a private sale during the agency agreement the agent is entitled to half of the agreed fee of the sale price and any advertising fees. In the event of a sale taking place after termination of the agency to a party introduced during the period of agency the full fee is payable. The seller hereby gives an irrevocable authority to the solicitor/legal representative acting in the sale to pay the fee due promptly on completion out of the proceeds of the sale. Interest may be charged at 4% above current Bank base rates in force on any account which remains unpaid for more than 10 days after the date due for payment. It is agreed that no party is currently negotiating to purchase the property and that no introduction has already been made by any party. The marketing of the property will commence with the photographs being taken for the office display.

#### 5. WITHDRAWAL CHARGES

If this agreement is terminated, unless the Agent is entitled to charge fees in accordance with paragraph 3 above, the Seller agrees to pay a withdrawal charge of £375.00 plus VAT plus the advertising costs for the For Sale Board, photograph and brochures plus any press or magazine advertising plus VAT

#### 6. ADVERTISING COSTS

The seller agrees to pay advertising costs, as authorised below:

<input type="checkbox"/> SALE BOARD		£
<input type="checkbox"/> DIRECTION ARROW		£
<input type="checkbox"/> PHOTOGRAPHS & BROCHURES	£ _____ for 100 copies	£
<input type="checkbox"/> EXTRA PHOTOGRAPHS	£ _____ per shot for 100 copies	£
<input type="checkbox"/> ACCOMPANIED VIEWING		£

Initial Budget: £ \_\_\_\_\_ VAT will be charged at the appropriate rate.

In the event of further advertising being necessary, an additional budget will be agreed with the Seller. The Agent reserves the right to retain any discounts provided through the bulk purchase of media advertising and also to furnish interim accounts in respect of promotional costs which must be paid within 10 days of receipt of same or in any event upon completion in accordance with the authority of the Seller in clause 3.

#### 7. UNOCCUPIED PROPERTY

The Agent is not responsible for the maintenance or repair of the property if it is unoccupied, unless by specific written agreement. It is the Sellers responsibility to ensure that mains services are turned off, water and heating systems professionally drained, and the insurers of the property notified.

#### 8. MORTGAGES AND RELATED SERVICES

The Agent will offer all potential purchasers a full range of Estate Agency Services, including arranging mortgages, insurance and the sale of the purchasers' property.

#### 9. SALE PARTICULARS

The Agent must ensure that all publication representing the property are accurate and do not mislead. Therefore the Agent will submit copies of the sales particulars to the Seller to ensure that they are accurate and confirm in all aspects.

#### 10. PERSONAL INTERESTS

The Estate Agency Act 1979 requires the Agent to disclose to any prospective buyer, any business or family relationship which the Seller may have with the Agents, employee of the Agent or any associated company. The Seller should indicate below if he/she is aware of any such relationship or association.

Yes  No

Property Link NI Ltd is the Data Controller under the General Data Protection Regulation (GDPR) for the personal data it gathers for the purposes of managing your tenancy/ or tenancy you are guarantor for. The personal data may be shared internally within Property Link NI Ltd internal departments with the purpose of providing an efficient service. It may also be shared with our contractors for the purposes of managing repairs within your property. Your personal data will not be shared or disclosed to any other organisation without your consent, unless the law permits or places an obligation on Property Link NI Ltd to do so. The personal data is held and stored by Property Link NI Ltd in a safe and secure manner and in compliance with Data Protection Legislation.

Name of Employee:

Relationship / Association:

Special Provisions:

**I ACKNOWLEDGE & AGREE TO THE ABOVE**

Signature of Seller:

Date:

Valuer's Signature:

Date: