



Solicitors and Estate Agents

Agency Agreement

Clients:

Property:

Greenfox: Greenfox Estate Agents is a division of Greenfox Solicitors of 17 Francis Street, Wick

1. Clients' warranty and undertaking

The Clients instruct Greenfox to sell the Property and warrant that they are entitled either as owners of the Property or otherwise to instruct Greenfox to sell.

The Clients undertake on a joint and several basis to pay the fees and marketing expenses due to Greenfox.

2. Estate Agency Fee

Greenfox does **not** charge commission on sale being a percentage of the price achieved on sale and does **not** operate on the basis of "no sale, no fee". Instead, Greenfox charges a fixed fee which becomes due and payable on the date when this agency agreement is terminated. The fee is £500. The fee assumes that the Clients will (a) arrange their own appointments to view, and (b) accompany prospective purchasers during their inspection of the Property. Where Greenfox is required to (a) accompany prospective purchasers, or (b) arrange appointments to view, then the fixed fee will be £600.

3. Marketing Expenses

The Clients will be responsible for paying all marketing expenses in advance. Typical marketing expenses will be press advertising.

4. Travelling and Viewing Expenses

The Clients will be responsible for paying (a) travelling expenses for each visit to the Property at the rate of £1 per mile measured on the basis of a return trip to the Property from the Wick office, (b) £8 per quarter of an hour or part per visit where Greenfox is required to accompany prospective purchasers or surveyors timed on the basis of a return trip to the Property from the Wick office, and (c) £2 per posted Particulars of Sale.

5. Services provided by Greenfox

Greenfox will (a) agree with the Clients an upset price, (b) prepare Particulars of Sale on A4 duplex, (c) advertise the Particulars on the Greenfox website (www.greenfox.co.uk), (d) place adverts in the local press, and (e) negotiate a sale or arrange for a closing date if a competition with sealed bids can be achieved. The Clients must instruct Greenfox Solicitors to deal with the conveyancing on sale. If Greenfox Solicitors are not instructed to deal with the conveyancing on sale the fixed fee shall be £1000.

6. Termination

This agency agreement shall be terminated

1. by the Clients (or any one of them) at any time.
2. when missives of sale have been concluded for the sale of the Property.
3. on the first anniversary of the date of the agency agreement.

6. Termination (cont.)

On termination, the fees and marketing expenses payable to Greenfox shall immediately become due. For the avoidance of doubt, fees shall be payable in the event that (1) Greenfox has had no opportunity to render services because the Property has been sold or the agency agreement terminated shortly after the agency agreement has been signed, or (2) Greenfox has not provided such services as are agreed with the Clients, such services being found unnecessary by the Clients or by the particular circumstances of the sale, or (3) the Property has not been sold.

7. VAT

All fees and marketing expenses are quoted exclusive of value added tax and value added tax is payable in addition.

8. Property Misdescriptions Act 1991

It is an offence in terms of this Act to provide false or misleading information about a Property exposed for sale. The Clients undertake to ensure that all information provided to Greenfox is accurate. The Clients must inform Greenfox if they become aware that Greenfox is providing false or misleading information about the Property in the course of exposing the Property for sale.

9. Disclosable Interests

Greenfox shall be entitled to act for a purchaser or prospective purchaser of the Property but only in relation to estate agency business in connection with the sale of their Property. Greenfox will not act for a purchaser or prospective purchaser in connection with an offer for the Property or subsequent conveyancing.

10. Discounts and Commissions

In the event that any discount or commission is payable to Greenfox as a result of placing press adverts relating to the sale of the Property then the discount or commission shall belong to Greenfox.

11. Fee Mandate

The Clients irrevocably mandate and agree that all fees and marketing expenses due to Greenfox at the termination of this agreement shall be deducted from the proceeds of sale received by the legal agents acting for the Clients and remitted directly to Greenfox.

Signed

Signed

Place Date

Signed

for Greenfox Estate Agents

Place Date