

Agency Agreement

Between:

Rupert James Dearden, Property Search & Acquisition of Hazelhurst House, Hazelhurst Drive, Bollington, Cheshire, SK10 5QT

Hereinafter known as the Agent (including it's successors in title or assigns) and

Surname: Forename(s):
Surname: Forename(s):

Address:
.....

Tel: Daytime: Mobile:
Email:

Hereinafter known as the client(s)

1. How many properties do you wish to purchase?
2. Do you have a preferred area or town in which you wish to purchase?
.....
3. What is the maximum price you wish to invest in each property?
4. Do you have a preference for a particular type of property?
.....
5. Would you consider a property that requires refurbishment?
6. Do you require a mortgage to fund the purchase?
7. What percentage of the capital value (LTV) do you wish to borrow?
8. Do you wish to be introduced to any of the following:

Mortgage broker	YES/NO
Solicitor	YES/NO
Accountant	YES/NO
Surveyor	YES/NO
9. Please provide any further information which will assist in the property search:
.....
.....
.....

Terms and conditions:

1. *WHEN DOES THE SERVICE COMMENCE*

This agreement will come into full force upon the receipt by the agent of a Client(s) signed Agency agreement together with a non-refundable cheque made payable to Property Search & Acquisition for £250 for a single property instruction or £500 for a multiple property instruction

2. *THE SERVICE*

The Agent will provide the following:

- a. Actively seek properties to meet the criteria provided by the client
- b. Compile a report upon a maximum of five properties for each individual search, with rent range estimates, furnishing suggestions, refurbishment/improvement and purchase/letting related information
- c. Liase on your behalf with the vendor's agent to agree a price (subject to contract), liase with solicitors, mortgage lender or broker, building contractor and furnishing companies throughout the purchase process
- d. Arrange for keys to be collected on completion and forwarded, check the fixtures and fittings list (if supplied) and take meter readings where possible
Additional services:
If required, at an additional fee to be agreed
- e. Oversee refurbishment works
- f. Arrange for fixtures and fittings and furnishings to be delivered and fitted

3. *AGENTS FEES*

Single Property Instruction

A fee equal to 1.5% of the purchase price of the property subject to a minimum fee of £1800. £350 (non-refundable) is payable upon the signing of this agreement and the balance upon exchange of contracts

Multiple Property Instruction

A fee equal to 1.2% of the purchase price of each property subject to a minimum fee of £1500 each. £600 (non-refundable) is payable upon the signing of this agreement and the balances upon the exchange of each contract

4. *TERMINATION OF AGENCY*

- a. The Client may serve upon the Agent 7 days notice in writing to terminate this agreement provided that the client has not exchanged contracts upon a property/ properties introduced by the Agent
- b. Should the Client exchange contracts upon a property introduced by the agent within 6 months of the termination notice expiring, the fee shall become immediately payable
- c. The Agent may serve 7 days notice upon the Client to terminate this agreement if the Client does not fulfill the obligations set out in clause 6 of this agreement

5. *AGENTS LIABILITY*

Unless caused by the agent's negligence in providing the service no liability shall be attached to the Agent whether it be in contract, tort or otherwise for any damage, loss, injury, or legal or other expenses incurred as a result of:

- a. Any defect whether latent or apparent or failure to identify any defect in a property, appliances, furnishings, fixtures and fittings
- b. Any forecast by the Agent of market rents, or future income or expenditure
- c. The Agent having relied upon the client to provide all relevant information
- d. The omission, act or insolvency of any person other than the Agent

The Agent shall not be held liable to indemnify the client in respect of any claims made by a third party for any damages, loss, injury, or legal or other expenses as referred to in clauses 5a to d

The Agent shall in no circumstances be made liable for any damage or loss or consequence save where death or injury results from the Agent's negligence

The Agent shall not be held liable for any of the Client's costs in relation to the purchase

of the property such as fees for a solicitor, surveyor, mortgage, letting agent and refurbishment and furnishing costs

6. *CONTACT BETWEEN CLIENT AND AGENT*

- a. The Client agrees upon the signing of this agreement to liaise and instruct the Agent in a timely manner. Communications received out of office hours including weekends and bank holidays shall be dealt with in the next working day
- b. All instructions to the Agent by the Client must be confirmed in writing or if provided verbally confirmed in writing or by email within 3 working days of instruction
- c. The Client will immediately inform the Agent of any changes in circumstances which may effect the service provided

7. *AMENDMENTS*

These terms and conditions may be subject to change without notice, but where the Agent has received a signed instruction and initial payment the terms and conditions shall remain in full force until the service has been completed or the agency terminated by either party subject to clause 4

8. *IDENTITY PROTECTION*

Details of the Client provided to the Agent are strictly confidential. Details will only be forwarded to other parties at the Client's request. The Client agrees without prior notice to their details being provided to the selling agent/vendor upon an offer made for a property

I/we have read and agree to the terms and conditions of the search attached and enclose a cheque made payable to Property Search & Acquisition for £250 (£500 for multiple property instruction) which is non-refundable and agree to pay the balance upon exchange of contracts

SIGNED: DATE:

SIGNED: DATE:

Rupert Dearden, Property Search & Acquisition

**Hazelhurst House • Hazelhurst Drive • Bollington • Cheshire • SK10 5QT
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