

(Name)  
(Address)



**make***YOUR***move**  
estate agents

(Date)

**make***YOUR***move**  
Terms of Business:

Dear (Sir),

Thank you for your instructions in respect of your property at (the above address).

Please accept our apologies for the formality of our Terms; however we are bound by the Estate Agents Act 1979 to ensure that our clients receive certain, clear, written information.

The terms upon which we shall act will be as follows and will include the standard terms and conditions at the end of this letter:

This Agreement is made between:

- (1) **MAKE YOUR MOVE ESTATE AGENTS LIMITED** registered at 18 COYCHURCH ROAD, PENCOED, BRIDGEND, SOUTH WALES, CF35 5NG referred to in this Agreement with Particulars and Standard Terms and Conditions, as "we" and "us" and as "Make Your Move" and
- (2) the Client, whose name and address is set out above and in the Particulars overleaf (referred to as "you"):

1. We are to offer the property for sale, subject to contract, at an asking price of £.....
2. You confirm that the Particulars of the Property that you have supplied to us are accurate in all respects. You agree that when we send Sale Particulars to you for approval you will read them carefully and you will notify us immediately of any inaccuracies, or of any elements that might be construed in any way as misleading. We are unable to commence any promotional activity until the Sale Particulars have been entirely approved by you.
3. You wish us to market your property in the company showroom, in local press and on the internet at [www.mymea.co.uk](http://www.mymea.co.uk) and any other website or portal we deem appropriate.
- \*4.a You wish us to act as your sole agents [or have sole selling rights] for a minimum period of 1 month from today and accordingly you will not during that period revoke our authority or consent to the disposal of the property to anyone not introduced by us. In the event of termination, you agree to provide 14 days written or verbal notice.
- \*4.b You wish us to act as multiple agents for a minimum period of 1 month from today. In the event of termination, you agree to provide 14 days written or verbal notice.
- \*Delete as applicable**
5. You have authorised us to appoint a sub-agent if we think it desirable. References in this letter to results being achieved through our agency will include the case where the results have been achieved in whole or in part through any such sub-agent. We shall be liable for any commission payable to any such sub-agent.



**makeYOURmove**  
estate agents

**makeYOURmove**

Terms of Business:

---

6. Our commission will be calculated at:

The sum of £\_\_\_\_\_ or \_\_\_\_\_ % (+ VAT)

and will be payable on the basis set out in this letter.

7. We shall forward an Invoice for our commission and a copy of this agreement to the Solicitor acting for you in the sale, and this Agreement shall be your instruction and irrevocable authority to your Solicitor to pay our Invoice from the proceeds of the sale.

8. Our fee is based on a no-sale, no fee basis.

9. Explanation of certain terms:

#### SOLE SELLING RIGHTS

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances:

if unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself;

if unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom we had negotiations about the property during that period.

#### SOLE AGENCY

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged:

with a purchaser introduced by us during the period of our sole agency or

with whom we had negotiations about the property during that period or

with a purchaser introduced by another agent during that period.

#### READY, WILLING AND ABLE PURCHASER

A purchaser is a 'ready, willing and able purchaser' if he is prepared and is able to exchange unconditional contracts for the purchase of your property. You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if such a purchaser is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw and unconditional contracts for sale are not exchanged, irrespective of your reasons.



**makeYOURmove**  
estate agents

**makeYOURmove**  
Terms of Business:

---

### STANDARD TERMS AND CONDITIONS

In these Terms and Conditions (and in the Agreement which incorporates them):

- A. You agree to indemnify us, in respect of any loss, damage or expense we suffer as a result of any incorrect information supplied to us by you (or supplied on your behalf) and any inaccuracies in the sales details that you approve for us to use.
- B. "The Sale Price" means the total consideration payable (in cash, shares, money or otherwise) by the Purchaser for the Property. For the purpose of calculating the Sale Price this shall include any:
  - B.1. Property
  - B.2. Assets including fixtures, fittings, equipment, plant, machinery, furniture and furnishings stock or goods at valuation.Liabilities transferred to the Purchaser are excluded from the calculation of the Sale Price.
- C. We shall be entitled to our full commission on the date of completion of the sale notwithstanding that payment of the Sale Price is made by instalments or that any retention is made.
- D. References to VAT are to Value Added Tax at the rate applicable.
- E. Where the Client is a Limited Company or a Partnership, the signatories of this Agreement shall be deemed to personally guarantee payment of the commission. Where the Business and or Property is in multiple ownership, the signatories of this Agreement shall be deemed to sign as Agent(s) for the owners who have not signed and all the owners shall be jointly and severally liable for the commission.
- F. These Terms and Conditions (and any agreement which incorporates them) shall be subject to English Law and may not be varied except in writing, signed by both parties.
- G. The masculine shall include the feminine and neuter and the singular shall include the plural and vice versa.

We enclose a further copy of this letter. Would you please sign it in the place marked for your signature, date it and return it to us to signify your acceptance of our offer to act on the above terms and as confirmation that we have interpreted your instructions correctly.

Yours faithfully,

For and on behalf of  
**makeYOURmove estate agents**

Signed \_\_\_\_\_ (the client) on \_\_\_\_\_ (date)