



ASSURED SALE AGREEMENT

Between  
Comove Ltd  
(The First Party)

Full name(s) ..... and

Residing at .....

(The Second Party/Parties).

WHEREAS the parties have reached an agreement and have had the opportunity to take independent legal advice on certain matters regarding the sale of the second parties' property and are recording that agreement in writing:

THEREFORE, the parties HAVE AGREED and DO HEREBY AGREE as follows:

1. The First Party is the party being referred to whenever the terms "our", "we", "us" or "the Company" is used in this agreement.
2. The Second Party/Parties is the party/parties being referred to whenever the terms "you", "your" or "the Seller" is used in this agreement. Where there are two parties who have entered into this agreement with us these terms shall apply to all parties and shall be binding on you jointly and severally, or severally.
3. The Second Party is the seller and owner of the property situated at:  
.....  
..... which is the property being referred to whenever the term "the property" is used in this agreement.
4. You wish to engage and appoint us to assist in the sale by you of the property which appointment of us is being referred to whenever the term "our engagement" is used in this agreement.
5. You and the Company have agreed that the terms of this agreement contains the entire terms of our engagement and that neither you nor the Company have relied nor shall be entitled to rely on any other communications whatsoever between you and the Company (whether verbal or written).

6. The Company will: -

- a. Have the exclusive right(s) to procure the property for sale and arrange the marketing of the property for sale for a period of six (6) months from the date of this agreement (which period is the period being referred to whenever the term "the exclusivity period" is used in this agreement).
- b. Have the right and obligation following the first ninety (90) days of marketing to offer on the property at the agreed price and to retain the right to continue to market the property for sale up to and including the termination of this agreement. Throughout the duration of this agreement, exclusivity or otherwise, you will remain liable to the company for all necessary and reasonable costs incurred by the company in marketing for sale.
- c. have the exclusive right throughout the agreement period to nominate and appoint: -
  - I. An estate agency to undertake the marketing of the property on your behalf for the sale of the property, and
  - II. Appoint a qualified solicitor to undertake and carry out all reasonable legal work in relation to the sale of the property to any prospective purchaser.

7. Distribution of Sale Proceeds:

- a. Your share of the sale proceeds shall be no less than:

..... POUNDS (£ ..... ) STERLING (which sum is the sum being referred to whenever the term "your share of the sale proceeds" is used in this agreement).

- b. From your share of the sale proceeds there shall be deducted all applicable secured property debts (to include but not limited to any secured loan, inhibition, secured debt and/or mortgage over the property).

- c. The Company will be entitled to receive in return for their services the balance of the sale proceeds which exceeds your share of the sale proceeds (which sum is the sum being referred to whenever the term "our share of the sale proceeds" is used in this agreement).

- d. From our share of the sale proceeds there shall be deducted the sale costs to include (but not limited to) all marketing and solicitor conveyancing costs for a 'standard' conveyancing transaction relative to the sale of the property, to include all other necessary outlays incurred or to be incurred, estate agency fees, surveyor's costs, VAT, Home Report costs, registration dues and any other reasonably necessary costs and/or reasonably incurred administrative costs. Your solicitor will provide with a clear breakdown of their costs (which we will pay) at the beginning of your transaction. If for any reason your transaction is anything other than standard, then you will become liable for additional solicitor's fees. This will be made clear to you by your solicitor at the beginning of the transaction.

e. In accordance with clause 7d it is agreed that reasonable solicitor's fees shall include a Form 10/12 Search and updated Search, P16 Report, Property Enquiry Report, Coal Authority Report and the costs of discharging one Standard Security. Any further outlays incurred shall remain the responsibility of you. You authorize your solicitor to deduct any additional fees. VAT or outlays from your share of the sale proceeds referred to.

8. Period of agreement:

a. This agreement may NOT be terminated by you during the exclusivity period; and

b. This agreement will remain in full force and effect and be binding on you until terminated in accordance with the agreement (which period is the period being referred to whenever the term "the agreement period" is used in this agreement).

9. Notwithstanding the exclusivity period referred to in Clause 6, this agreement can only be terminated by either party beyond the exclusivity period by providing 30 calendar days' notice all in accordance with Clause 11.

10. Any breach of the agreement by you will result in the immediate termination of this agreement whether during the exclusivity period or not, without notice of such termination being required.

11. Any termination of this agreement by you must be in writing and sent by first class recorded delivery or registered post. Any notice to us shall be sent to our registered office and also to our business address situated at:

Comove Ltd  
68 Kyle Street  
Ayr  
KA7 2RZ

or such other business address as is intimated to you as being our business address from time to time.

12. Any notice to you shall be sent to the property or to such other address as is intimated to us as being your residential address in the UK.

13. The parties agree the following on termination of this agreement:

a. Notwithstanding the following clauses, should you/us elect to terminate this agreement at any time during the exclusivity period you will be liable to pay to us the sum of £3000. From said £3000 we shall meet all marketing and other costs incurred to the point of your termination.

b. In addition to clause 13a and in circumstances where we have identified and introduced you to a potential buyer of your property and you thereafter terminate this agreement for any reason then you will also be liable to pay to us the sum

difference between any verbal or written offer made by the 'potential buyer' and your 'share of the sale proceeds' as agreed; and

c. In addition to clause 13a & 13b you will be liable to pay to us all other reasonably incurred expenses paid by us.

d. In addition to clause 13a & 13b it is your responsibility to pay directly to the solicitor appointed by us all reasonably incurred fees, outlays and VAT irrespective whether or not missives have been concluded.

14. You hereby agree and undertake to sign an irrevocable mandate instructing the solicitor engaged by us on your behalf to make and pay over to you and us the sums respectively due to you and us in terms of Clause 7 above.

15. You warrant that:

a. you are the heritable proprietor(s) of the property;

b. you undertake NOT to apply for nor obtain any mortgage or loan secured or to be secured against the property during the agreement period.

c. you undertake that you WILL disclose: -

a) any mortgage or loan obtained by you which is currently secured or which is in the course of being secured against the property, and

b) any inhibition or other entry, deed or diligence registered against you or which is in the course of being registered against you in the Personal Registers; and

c) any court actions or any other actions pending against you in relation to any debts due by you (whether in relation to the property or otherwise).

d) In the event of any breach by you of this clause we shall be entitled (but not bound) to terminate this agreement by giving to you written notice of termination. In such event only this agreement will terminate with immediate effect but that without prejudice to your liability to pay to us, and our entitlement to receive from you the sums due in terms of your liabilities referred to herein.

e) You accept that you will be liable to us for, and shall indemnify and keep us indemnified against, all and any losses, costs, charges expenses, actions, claims and any other sums incurred by us (whether directly or indirectly) arising whether directly or indirectly from your breach of this clause (including all sums that would have been due to us in terms of Clause 13 of this agreement).

16. Any specific sums of money quoted in this agreement shall (notwithstanding any present or future statutory provision to the contrary) be exclusive of Value Added Tax (at the prevailing rates) and where under this agreement there is provision for you to pay any charges, costs, expenses outlays or other sums whatsoever, you shall also be responsible for payment of any Value Added Tax so chargeable in respect thereof.

17. By your signature(s) of this agreement, you confirm
- a. that you are aware and accept that this agreement will have legal consequences once validly signed by you; and
  - b. you have been advised that you should take independent legal advice on the terms hereof before signing this agreement.
18. You and the Company agree that you and the Company rely entirely on this document as evidence of the full agreement between you and the Company relative to the marketing and sale of the property.
19. Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.
20. And the parties consent to the registration of this agreement hereof for preservation and execution.
21. This agreement shall be governed in accordance with the laws of Scotland and the Scottish courts shall have exclusive jurisdiction.

IN WITNESS WHEREOF these presents are subscribed by the parties as follows: -

For and on behalf of the First Party	Witness Signature
Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Address:	Witness Address:
Date:	Date:

Second Party / Parties Signature(s)	Witness Signature
Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Address:	Witness Address:
Date:	Date: