



Property Sales Agreement

Seller Details:

First Person
Second Person

Present Address

Contact Details

Home
Mobile
Email

Property Details

Address of Property

Sellers Expectation

Details of any present Occupier

Solicitor Details

Name and Address of company

Contact Name
Telephone number
Email

The seller confirms that:

- The Seller is the owner of the Property for sale.
- The Seller is not aware of any prospective purchasers of the Property who have expressed an interest in buying the property.



Contract Conditions

The Seller acknowledges that the terms detailed in all pages shall have the meanings set respectively. The Seller warrants that the Seller has authority to enter into this Contract and that the information provided is accurate. The Seller instructs Comove Ltd hereinafter known as COMOVE to market the property for sale.

SOLE AGENCY: The Seller agrees that COMOVE act as Sole Agent for a minimum term of 6 months from the date of this agreement. The Seller will pay the Agreed Fee (below) to COMOVE, in addition to any other costs or charges agreed, if at anytime missives for the sale of the property are completed with a purchaser who was introduced by COMOVE during the period of COMOVE Sole Agency or with whom COMOVE had negotiations about the Property during that period, or with a purchaser introduced by another agent during that time.

FEES:

You as the client agree to pay our fees which will be applied are as follows;

Initial marketing & listings costs: £ _____

AND

Percentage Fee: ____% of selling price OR Fixed Fee: £ ____

ESTIMATED VALUE AND PROPERTY DETAILS: The Estimated Value does not represent a formal valuation of the Property and may change during the period of this contract. Such change of the Estimated Value shall not affect the terms of this contract whether as to the calculation of Agreed Fee or otherwise. COMOVE has not carried out a structural examination of the Property and has assumed that there are no defects. Under the terms of the Property Mis-descriptions Act 1991 it is essential that all information incorporated in the particulars of sale is factually accurate. The Seller is therefore required to check and confirm the accuracy of any particulars prepared by COMOVE.

HOME REPORTS: COMOVE will not begin marketing until a valid Home Report is in its possession. It is the Seller's responsibility to ensure that COMOVE are given all the necessary powers in respect of the Home Report to meet their obligations under The Housing (Scotland) Act 2006 as modified. COMOVE shall not be obliged to provide hard copies of Home Reports. In the event that COMOVE are required by the Seller to use a Home Report that has been supplied by a Third Party, COMOVE may at their discretion submit the Home Report for validation.

SUB-INSTRUCTION: The Seller agrees that COMOVE have the right to sub-instruct other agencies to assist with the marketing of the property at no additional cost. COMOVE will coordinate all viewings/negotiations arising from such sub-instruction.

DISCLOSURE OF OFFERS: COMOVE require details of any offer agreed either privately or via another agent. The Seller must confirm to COMOVE the full name of the purchaser prior to exchange of contracts. Any offer where the buyer has proven able to purchase the property, has proof of funds and can discharge all associated fees and disbursements relative to the purchase will forward promptly to the Seller.



MARKETING: The seller accepts that COMOVE have the right to produce details and include information on any property on their or any other website or publication and to instruct other agencies to do the same so as to assist in the marketing of the property. COMOVE retains the right to use any of its photographs of the Property for its own future marketing purpose even if those purposes are unconnected with the sale of the property.

The seller authorise COMOVE to sell this property by “conditional auction”. If the property is sold in a conditional auction or online auction or pre or post auction, no deposit will be collected from the successful bidder, a reservation fee will be paid by the buyer which will not form part of the consideration of the property price and a standard offer will be provided to the seller by the buyer’s solicitor.

PAYMENT OF PROFESSIONAL FEES:

This will be due on the date of entry. An invoice will be submitted to your solicitor for payment and as per the terms of this contract you will be required to authorise your solicitor by mandate to settle the account for our charges from the proceeds of sale. Payment in respect of our fees is due within seven days of the date of entry. In the event that you terminate this agreement prior to any sale by signing this contract you agree to pay us our charges relating to the brochure fee, administration fee, any accompanied viewings and press advertising undertaken on your behalf. Payment must be made within seven days of any such invoice. We reserve the right to charge interest on any sum outstanding for more than 28 days and 5% over the base rate of the Royal Bank of Scotland plc from the date payment is due until payment is received in full.

VACANT PROPERTY:

We do not accept any responsibility for the maintenance, repair, insurance or damage to a property whilst it is vacant. The property remains your responsibility and it is your responsibility to ensure arrangements are made in respect of these factors.

SALES PARTICULARS:

The Property Misdescriptions Act 1991 makes it a criminal offence to give false and misleading information about a property in matters relating to its sale or disposal. Draft particulars will be sent to you for verification and approval - your assistance is essential to ensure that any information we provide is factually accurate in every respect. If you are in any doubt about any information relating to title, property description, planning items included in the sale of any other matters you must tell us. We strongly recommend that in the event that there are any such issues or areas of concern that these are referred to your legal representative.

DUAL FEE LIABILITY: If another agent is instructed to act for the Seller now or in the future, the Seller may become liable to pay for their fee as well as the Agreed Fee and Disbursements due to COMOVE. Therefore the Seller should consult any terms of business entered into with the other agents.

MEANING OF INTRODUCTION: An introduction of a purchaser to the property merely requires the marketing of the Property for sale to have been brought to the purchaser’s attention, whether by advertising or by providing sales particulars or otherwise. An introduction of a



purchaser to the Property shall include not only a direct introduction of a purchaser to the Property by COMOVE but also an indirect introduction. An indirect introduction will arise if a third party is introduced to the Property by COMOVE and that third party introduces the purchaser to the property. If a purchaser of the Property is a company, then the purchaser will be deemed to BE a relevant person is anyone who is in control of or is a director or shareholder or beneficial owner or employee of the purchaser company.

SALE PRICE: The sale price is the price at which the purchaser contracts to purchase the property including any amount the purchaser agrees to pay for fixtures, fittings, goods, chattels, carpets, curtains and other such related items. In the event of a part exchange, the sale price will be deemed to be the full amount of the Estimated Value. In the event that the Property is owned by a company and there is a sale of shares in the company then that sale shall be treated for the purposes if this Contract and for the purposes of liability to COMOVE for the Agreed Fee as if it were a sale of the Property. Save that Sale Price shall be deemed to be the Estimated Value.

TERMINATION OF AGREEMENT:

This agreement may only be terminated by payment to us of all sums outstanding together with 28 days written notice intimated by recorded delivery mail. We reserve the right to terminate this agreement at our discretion on giving 28 days' notice in writing by recorded delivery but without prejudice to our rights to recover any monies due to us within terms of this agreement. In the event that an offer for the Property is received and verbally accepted prior to the withdrawal instruction or the expiry of the notice and missives are subsequently concluded, COMOVE shall be entitled to render a fee to the Seller of £1500+ VAT for costs and disbursements. Should the property be purchased by any party introduced by COMOVE within twelve months of withdrawal instruction being received the seller shall pay to COMOVE a sales fee of £1500+VAT.

OTHER SERVICES: COMOVE may offer, whether directly or via third parties, additional services to clients including prospective purchaser from which COMOVE may earn a fee. These services include the sale or rental of the Property or another property, arranging financial services from third parties, lettings and property management, valuation or surveys, removals, buildings maintenance and solicitor referral.

CONNECTED PERSONS: In pursuance of Section 21 of the Estate Agents Act 1979, unless specifically stated, COMOVE are not aware of any personal interest existing between COMOVE or anyone in COMOVE employment or any connected persons and the Seller. If the Seller is or becomes aware of such an interest, then COMOVE should be notified immediately.

LIMITATION OF LIABILITY: Nothing in this contract shall exclude or in any way limit COMOVE' liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law. Subject to this, COMOVE' maximum aggregate liability under or in connection with this contract, delict, breach of fiduciary or other duty, or otherwise will in no circumstances exceed £10,000. The Seller consents to COMOVE passing the Seller's personal data to the Seller's Solicitor or for any other purpose provided by Law.



SEVERANCE: If any provision of this contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of the Contract which shall remain in full force and effect.

ENTIRE AGREEMENT: This contract constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Contract. The parties agree that neither of them have been induced to enter into this Contract in reliance upon any warranty, representation, statement, agreement, or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in this Contract. Nothing in this clause shall however, operate to limit or exclude any liability for fraud. No variation of this Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.

SCOTTISH LAW: This contract is governed by the law of Scotland and is subject to the non-exclusive jurisdiction of the Scottish Courts.

COMPLAINTS PROCEDURE: Should the Seller be unhappy with the service received and are unable to resolve with the Manager, the Seller should contact Comove – sales@Comove.co.uk outlining the nature of the complaint.

REDRESS SCHEME: We are members of The Property Ombudsman and as such we subscribe to the Code of Practice for Sales, for more information visit <https://www.tpos.co.uk/>.

Seller (first person) Signature:	
Seller (Second person) Signature:	
Date:	
Cancellation Rights: I acknowledge that I have a 14 day period in which I may cancel this contract without penalty.	
Waiver of Cancellation I wish to waive my right to the 14-day period so as to allow Comove to immediately commence their services. (Please tick box)	<input type="checkbox"/>

Authorised
COMOVE
Signature

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Date

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MANDATE INSTRUCTION

Full name(s).....

Residing at.....

.....

.....

Solicitors Details

.....

.....

Dear Sirs

Sale of

We refer to the above transaction in relation to which you are acting on our behalf.

We hereby authorise you to make payment of all sums due in terms of the agreement between us and COMOVE as per invoice which will be forwarded to you. This fee should be made directly by electronic transfer of funds on the day of settlement.

We hereby declare this agreement to be irrevocable without the express written consent of COMOVE

Yours Faithfully

Signed.....

Signed.....



Date.....

Solicitor Info

1	<p>What is your current address? * If your address is not the address of the property being sold then we will require proof of address for both properties</p> <p>*the solicitors will be unable to commence any work on your behalf until they receive up to date proof of identity</p>		
2	<p>Is the title of the property you are selling in your name?</p> <p>If not, please confirm whose name the title is registered under:</p> <div data-bbox="1129 949 1311 1021"> <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> </table> </div>	Yes	No
Yes	No		
3	<p>Are you acting as executor?</p> <div data-bbox="1129 1093 1311 1164"> <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> </table> </div> <p>If so, do you have confirmation and the details of the solicitor who acted / is acting for you regarding same?</p>	Yes	No
Yes	No		
4	<p>Are you separating?</p> <div data-bbox="1129 1473 1311 1545"> <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> </table> </div> <p>If so, do you have a separation agreement and can you confirm the details of the solicitor who acted / is acting for you regarding same:</p>	Yes	No
Yes	No		
5	<p>Do you have a mortgage?</p> <div data-bbox="1129 1854 1311 1926"> <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> </table> </div> <p>If so, can you confirm the name of your lender and your mortgage account number:</p>	Yes	No
Yes	No		

6	Do you have any other secured loans / trust deeds / Inhibitions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If so, please provide full details to include: reference / account number and the relative company / individuals name		
7	If you do have a mortgage can you confirm where the title deeds to the property are?		
8	Are you acting under a Power of Attorney or guardianship?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If so, please provide the solicitor with the principle document confirming same		
9	Have any alterations been carried out to the property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If so, please provide the building warrant (consent), planning permission, completion certificate and approved plans for same		
10	Have any specialist reports been carried out on the property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If so, please provide us with a copy of same		

11	<p>Are there any guarantees for any works that have been carried out to the property?</p> <p>If so, please provide solicitor with originals</p>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> </table>	Yes	No
Yes	No			
12	<p>Does the property have recognized factors?</p> <p>If so, please provide the solicitor with their details and confirm if there is a common building's insurance policy in place</p>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> </table>	Yes	No
Yes	No			
13	<p>Are you married or in a civil relationship?</p> <p>If so, please provide the solicitor with details.</p>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> </table>	Yes	No
Yes	No			

Please give this form to your client to complete and attach to the file so that it can be sent to the solicitors. Please also make sure that you have booked an appointment for the solicitors.