

Terms of Business (Sales)

SPARTAN PROPERTY

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1. Listing Authorisation

The Seller hereby grants the Agent the exclusive right to list, advertise, and market the above-mentioned property for sale for a period of 12 weeks (3 months), commencing from the date of signing this Contract. The Agent shall have the authority to determine the marketing strategy, including the choice of listing platforms, advertising channels, and promotional materials.

2. Property Information

The Seller shall provide accurate and up-to-date information regarding the property, including but not limited to property specifications, legal descriptions, title documents, property photographs, floor plans, any relevant planning permissions, and any other details required for marketing the property effectively. The Seller shall also promptly inform the Agent of any changes or updates to the property information during the listing period.

3. Marketing and Advertising

The Agent shall undertake all reasonable efforts to market and advertise the property, using various channels and techniques to attract potential buyers. This may include online listings on property portals, social media promotion, email marketing, print media advertising, open houses, signage, virtual tours, and any other appropriate means to maximise exposure. The Agent shall provide regular updates to the Seller regarding the marketing activities and any inquiries or feedback received.

4. Pricing

The Agent and the Seller shall mutually agree upon the listing price of the property. The Agent will provide guidance and market analysis to help determine a competitive and realistic listing price. The Agent may recommend adjustments to the price based on market conditions and buyer feedback, with the Seller's consent. The final decision on the listing price shall be made by the Seller, considering the Agent's professional advice.

5. Offers and Negotiations



The Agent shall present all offers received for the property to the Seller promptly. The Agent will assist the Seller in negotiating with potential buyers to achieve the best possible price and terms. The Seller acknowledges that the Agent may receive multiple offers and that the final decision to accept or reject any offer shall be made by the Seller. The Agent shall keep the Seller informed of all negotiations and provide guidance on counteroffers, contingencies, and any contractual terms related to the sale.

6a. Fees (Classic Package)

Upon the Agent receiving explicit authorisation from the Seller to list the property on the market, the Seller shall promptly make a payment of £995 + VAT for the services rendered. It is agreed that the fee is non-refundable.

6b. Fees (Professional Package)

In consideration of the services rendered, the Seller agrees to pay the Agent a fee of 0.8% + VAT upon successful completion of the sale. The fee shall be due and payable at the time of closing. The Seller authorises the Agent to deduct the fee from the proceeds of the sale and remit the net amount to the Seller after deducting any agreed-upon expenses or disbursements associated with the sale.

7. Sale Completion

The sale shall be considered complete upon the exchange of contracts between the Seller and the Buyer and the transfer of the agreed-upon purchase price. The Agent shall facilitate the necessary paperwork and processes to ensure a smooth and lawful transaction. The Seller agrees to cooperate with the Agent and provide any requested documentation or information required for the completion of the sale. The Seller shall also notify the Agent of any material changes to the property's status or legal matters that may affect the sale.

8. Termination

Either party may terminate this Contract with a written notice to the other party, subject to any obligations or rights accrued before the termination. If the Seller terminates the Contract within 12 weeks from the date of signing, the Seller agrees to pay a cancellation fee of £250 + VAT to the Agent. The cancellation fee is intended to cover the administrative and marketing expenses incurred by the Agent during the initial listing period.

9. Governing Law

This Contract shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from this Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.



10. Declaration

By signing this document you agree to the following:

- I/we confirm that I/we are the sole/joint owner(s) of the property.
- I/we the landlord(s) or authorised representative(s) warrant that I/we have the title and power to enter into a sales agreement and that all necessary licences and consents (if any) have been obtained and copies will be passed to Spartan Property before a sales agreement is agreed.
- I/we hereby authorise Spartan Property to act on my/our behalf in the sale of the property, during the sale period and to sign any sales agreements where required.
- I/we understand that the fees must be paid directly by me/us to Spartan Property or will be deducted by Spartan Property from the sales completion monies due to me/us.

The signing of this agreement represents the authorisation granted to Spartan Property for the purpose of marketing and facilitating the sale of the property on my/our behalf, in my/our capacity as the lawful proprietor(s).

X _____



Signature Certificate

Document name: Terms of Business (Sales)

🔒 Unique Document ID: 704E5B5FC65061EBA6DD63688592730A1289AB45

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

26 July 2023 11:56 PM BST

Audit

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admin@spartanproperty.co.uk IP 82.7.221.209



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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