

SELLING AGENCY AGREEMENT

I/We hereby authorise you to market my property for sale at the agreed asking price, subject to the following terms and conditions:-

Special Offer Option: If you have chosen our "Special Offer" option, there is **no upfront or pay when sold selling fees** and you can freely market your property with another estate agent.

Option 1: Pay Upfront Option there is **no further sales commission** and you can freely market your property with another estate agent.

Option 2: Pay when Sold Option. You will be liable to pay our commission £975 (including vat) in addition to any costs incurred when missives for the sale of the subjects are concluded while we have sole selling rights and if the purchaser was introduced by us in any way to the property during the period in which Citylifelifehomes.co.uk had selling rights.

2. You instruct City Life Homes Ltd to advertise your property within the Citylifelifehomes.co.uk portal covering a 12 month period. Before expiry of the 12 month period you will be given an opportunity to purchase another 12 months marketing period for a price of £300 (including vat) If you do not wish an additional advertising period, or you cannot be contacted, your advertising will automatically come to an end and your property will be withdrawn from the market.

3. Your property shall be advertised on third party web portals, however, third party web portals are subject to change and may not be controlled by Citylifelifehomes.co.uk. Continued presence on other web portals cannot be guaranteed.

4. Your property will not be marketed for sale until Citylifelifehomes.co.uk has in our possession an up-to-date and valid copy of a home report for the property to be marketed for sale in conjunction with Scottish Law.

5. Due to Money Laundering Regulations we must carry out identity checks on any seller of a property we propose to market for sale. We therefore require from you additional information such as a photocopy of your passport and/or driving license as well as an up-to-date utility bill. Your property cannot be marketed for sale until we have this documentation in our possession.

6. I understand that this agreement may be terminated by giving Citylifelifehomes.co.uk 48 hours' notice in writing and making full payment of all outstanding sums. In the event a home visit has been carried out but you cancel before the property is listed on the portals a fee of £250 (including vat) will be retained by City Life Homes Ltd. Once your property is listed on the portals upfront fees are non-refundable.

7. Citylifelifehomes.co.uk reserves the right to terminate this agreement at any time without prior notice or warning.

8. Citylifelifehomes.co.uk will supply you with our basic "For Sale" window poster free of charge.

9. Citylifelifehomes.co.uk will, if instructed and paid for by you, supply you with a "V-Board" board at the property for sale at the cost of £30 + VAT. The "V-Board" supplied is deemed as your property and it is your responsibility to erect the "V-Board" and take it down once you sell or re-erect if affected by weather conditions. Citylifelifehomes.co.uk are not liable for any replacement board and do not take responsibility for any damage caused. If, for any reason, you wish/need a further "V-Board" a further cost will be incurred.

10. Citylifelifehomes.co.uk will, if instructed and paid for by you, supply you with a "For Sale" board at the property for sale. Citylifelifehomes.co.uk do not install the for sale board, we instruct a third party to install the for sale board at the cost of £50 + VAT. If, for any reason, you wish/need a further for sale board a further cost will be incurred.

11. Citylifelifehomes.co.uk will prepare a schedule of property particulars on your behalf, Information provided to buyers and sellers directly, cannot be guaranteed and they do not form part of any contract. You must approve your schedule of property particulars, within seven days, once your schedule of particulars has been written.

12. The seller shall indemnify City Life Homes Ltd, its proprietors, directors, employees or agents against any claim made in respect of the Property or any misdescriptions herein that arises wholly or partially out of the act or default of the seller.

13. Distance Selling Regulations of The Consumer Protection (Distance Selling) Regulations 2000 states that the statutory cancellation (cooling-off) period of seven working days for services, does not apply where performance of that service has already commenced with the customer's agreement.

Once upfront payment has been received we will be in touch with you to arrange your home visit. The home visit signifies the commencement of our services and that the standard cooling-off period does not apply as per clause 8(3) of the Regulations.

14. The upfront fee for option 1 is non-refundable in the event of the property remaining unsold, being withdrawn from the market or being sold by another agent, yourself or by any other means.

15. Viewings. If you carry out the viewings on your property there are no further fees to pay. Citylifelifehomes.co.uk offer an accompanied viewing service in certain areas, where our agent will host the viewing for you and this is a chargeable service. We will charge you a cost of £35 (including vat) per viewing hour. The maximum charge for viewings will be capped at £420 (including vat) throughout the sale. The viewing charges will be invoiced once the property sold.

16. I/We hereby appoint Citylifelifehomes.co.uk as selling agents. I have read the above terms and conditions and agree to abide by them. I hereby irrevocably authorise and instruct my Solicitor to deduct your commission (option 2 only) and outlays (viewing charges where applicable) from the sale price when received and to remit the full amount on or before the date of entry.

Option 1: £395.00 INC VAT upfront - No Completion Fee

Option 2: £0.00 upfront - Fixed Selling Fee When Sold £975 INC VAT

Solicitors Details:

Firm Name _____ Partner's Name _____

Address _____ Post Code _____

Phone Number _____ Email Address _____

Client Details:

Client Name _____

Address _____ Post Code _____

Home Phone No. _____ Mobile Phone No. _____ Email Address _____

Correspondence Address: (If different from above)

_____ Post Code _____

Seller 1: Signed _____ Name _____ Date _____

Seller 2: Signed _____ Name _____ Date _____