

[] 2020

[Customer address]

Dear [Mr/Mrs/Ms]

[] (the "Property")
Swann Property Services ("We"/"Our"/"Us")
[Mr/Mrs/Ms] ("You")

Thank you for your instructions to act as your sole agent in connection with the sale of the Property.

We confirm the terms and conditions of our appointment are as follows:

1. You grant Us exclusive rights to sell the Property for the period of 9 months from the date of this agreement.
2. You will provide Us with all relevant information necessary for the Property to be sold.
3. Any and all offers and negotiations in regards to the Property shall be conducted by Us.
4. In the instance You should receive notification or any form of offer you will provide Us with them.
5. We will do everything possible to entertain and vet offers made. It is Our sole purpose to sell the Property and so will be permitted to employ additional brokers (at Our cost) to assist in the seller and advertising process.
6. Any offers considered valid should be reported to You within 2 days and will be at your discretion to accept or decline.
7. You have agreed to pay us a flat commission of [£] of the final sale price.
8. We shall for the term of this agreement be responsible for all personal and travel expenses incurred for the term of this agreement.
9. We shall for the term of this agreement be considered an independent contractor and this agreement does not serve as employment of Us by You.
10. We shall be responsible for any taxes due on the commission.
11. This agreement is non assignable without prior written consent between Us and You.
12. We agree to keep all information deemed confidential and not necessary for the sale of the Property private.
13. Upon the conclusion or termination of this agreement without a sale, We will return the keys to you as well as any additional property obtained from You for the property.

14. Any and all notification in regards to this agreement may be delivered in person, by e-mail or via letter to the addresses below:

You: []

Us: Room 1.4, 32 The Broadway, Rainham, Essex

15. This agreement shall constitute the entire agreement between the parties and shall overrule any previous agreements either verbal or written between the parties prior to entering into this agreement.

16. In the instance of any provisions of this agreement being found unenforceable or illegal the parties will work together to agree on a similar enforceable term. If any provisions are involved in the above actions all remaining provisions will remain in full effect and shall not be altered or removed.

17. We shall for the term of this agreement keep Your best interest at the highest priority. We shall not partake in any actions for personal gain or that are deemed harmful to You.

18. This agreement shall remain under the jurisdiction of England. Any and all legal proceeds occurring from this agreement shall be conducted under this jurisdiction.

Our signatures below serve as acknowledgement and agreement by the corresponding parties.

Yours sincerely

Samuel Swann
Director