

F.P.L.

*Residential Sales , Lettings &
Property Consultant*

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INSTRUCTION AGREEMENT

This is an agreement between Finabury Properties Limited (F.P.L), 6 Addison Avenue, Holland Park, London W11 4QR and the Vendor.

Property:

Date:

Vendor:

Address

Asking Price:

Freehold/Leasehold Interest:

Sole Agency/ Multiple Agency:

Commission @ % + VAT:

- 1) The Vendor instructs and appoints F.P.L to act as Sole Agents with sole selling rights in relation to the sale of the above property upon the terms of this document
- 2) Sole Agency: the F.P.L fees are 2 ½ % plus VAT of the sale price agreed. Our fees are inclusive of all normal advertising, printing, boards, photography and postage and are payable by your solicitor upon completion of the sale. Our fees will be due if at any time contracts for the sale of your property are exchanged with a purchaser introduced by us during the period of our sole agency or with whom we had negotiations about that property during that period

Fees @ 2 ½ % plus VAT will also be due on the sale price of any items of furniture, furnishings, carpets, curtains, fixtures and fittings etc. within the property

- 3) Multiple Agency – If you instruct other agents in addition to F.P.L our fees will be 3% plus VAT should we introduce a purchaser who proceeds to exchange contracts. Our fees are inclusive of all normal advertising, printing, boards, photography and postage and are payable by your solicitor upon completion of the sale

Fees @ 3% plus VAT will also be due on the sale price of any items of furniture, furnishings, carpets, curtains, fixtures and fittings etc. within the property

- 4) On instructing F.P.L as sole selling agents, all offers and private approaches must be referred to them and if the person making the offer or approach to the client thereafter proceeds to exchange of contracts, F.P.L will still be entitled to their full remuneration
- 5) F.P.L reserves the right to instruct Sub Agents on behalf of the Vendor where they consider such a step to be in the Client's best interest
- 6) If either party should wish to terminate this agreement then fourteen days notice, in writing, is required on expiry of the initial sole agency period of three months
- 7) The vendors agree to inform F.P.L immediately in writing if they are aware of any connection (personal or business) between any employee of F.P.L and this property or any property involved in a related sale
- 8) I hereby give my irrevocable authority for my Solicitor to pay F.P.L the fees as set out above out of the sale proceeds
- 9) Fees will also be due as above if at a later date F.P.L should sell the property

I agree to the above Terms and Conditions. In the event that the property is in co-ownership, I warrant that all and any such co-owners have given me the authority to sign this document. I also acknowledge receipt of a duplicate of this agreement.

Signed.....

Dated.....