

DAVID L EDWARDS

Spanish Property Exchange

REGISTRATION FORM

NAME:	TEL: MOBILE:
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Type of Property You Wish to Sell/Exchange. Please furnish us with digital photos of your property that you are happy with. Also other details inc. <ul style="list-style-type: none">• Location• Type of View	Villa <input type="checkbox"/> Detached House <input type="checkbox"/> Flat/Apartment <input type="checkbox"/> Finca <input type="checkbox"/> Town House <input type="checkbox"/> Terraced <input type="checkbox"/>
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Is your property registered with “Finding Spanish Property” or with David L Edwards? Please tick here <input type="checkbox"/>	<input type="checkbox"/>
If not, and you would like to be entered (free of charge) Please tick here <input type="checkbox"/>	<input type="checkbox"/>

Where and what do you wish to exchange to, price, location and property type.

Signed: _____ Signed: _____

DAVID L. EDWARDS
Spanish Property Exchange

AGENCY CONTRACT/AGREEMENT

Conditions under which Spanish Property Exchange will act for you in the sale of your property.
Please read the whole of this Agreement (person acting on your behalf) as Seller of the Property and by one of our representatives.

PROPERTY ADDRESS: _____

FREEHOLD/LEASEHOLD (delete as appropriate)

SELLERS DETAILS

(In case of joint ownership give both parties)

Surname _____ **First Name(s)** _____

Tel: _____ **Mobile:** _____

Email: _____

Surname _____ **First Name(s)** _____

Tel: _____ **Mobile:** _____

Email: _____

PRICE OF PROPERTY:

TERMS & CONDITIONS:

1. This Contract is based on a Sole Exchange Agency whereby no commission will be shared with any other agency in the event that we introduce the eventual purchaser/exchange. In the event that a purchaser is found by any other agency no commission is due to Spanish Property Exchange.
2. The Agency agrees there will be no charges for extra disbursements, advertising, Agency costs other than the registration and commission fees stated.
3. The Agency will charge an initial fee in relation to its marketing of the property (registration fee). The Agency will earn the commission fee if during the period of this Agreement he introduces a purchaser/exchange to the property being marketed or enters into negotiations with the person who later contacts to purchase/exchange the property.
4. The commission fee will be payable whether the introduction is a direct or indirect introduction (with a person introduced to the property through it being advertised by the Agency). Once a purchaser/exchange has been introduced the Agency may assist the seller in various aspects of the sale, but it is under no obligation to do so.
5. The commission fee is calculated on the price of the property including any contents, carpets, curtains or fixtures and fitting.

Signed: _____

Signed: _____

6. The commission fee as specified in the Agreement will become due on exchange of unconditional contracts for the sale of the property and payable on completion or on a date sixty days (60 days) after exchange of contracts whichever is earlier. The seller agrees that the Agency may carry out a credit search on the seller at any time after the commission fee is due.
7. The seller agrees to authorise its legal representative to give an undertaking (no later than the exchange of) (unconditional contracts) for the sale/exchange of the property to pay from the sellers lawyers account the commission fee when it becomes payable on completion. The Agency may send its invoice to the seller's lawyer direct.
8. **Interest for late payment.** If the commission fee or other monies due are not paid within seven working days of the completion or any other alternative payment due, interest will become payable on any outstanding sums. The interest will be 4% above the National Westminster Bank PLC Base Rate then in force.
9. Initial marketing price does not represent a formal valuation of the property and may change during the period of the Agreement, but this shall not affect the terms of this Agreement. The initial marketing price may be varied upon the written instructions of the seller, but this does not of itself affect the Agreement. The Agency has discussed the initial marketing price with the seller, but has not carried out a structural examination of the property and assume that there are no defect, covenants and conditions and vacate possession is given on completion.
10. The initial marketing price has been set at a level decided upon by the seller for marketing purposes and is not indicative of the best market price for the property. The seller agrees that the Agency is under no obligation to disclose to the seller comparable pricing information, confidential information or marketing strategies relating to other properties. If at any time the information on the property ceases to be valid or is found to be invalid in respect of the Housing Act 2004 (UK property only) we shall immediately cease marketing the property until such time as valid information is in our possession. The period for which marketing has ceased because of the absence of valid information, shall not count towards the Agency period.
11. If the property is sold through another Agent the seller agrees to advise the Agency of the name and address of the purchase, the sale price, date of exchange of contracts and the name and address of the selling agent.
12. **Property Misdescriptions Act 1991.** Under this Act it is a criminal offence for Estate Agents to give false or misleading information in relation to the description of the property. The seller agrees to provide the Agency with accurate information about the property, so that the Agency is able to comply with this provision. If the seller becomes aware of any matters that may affect the accuracy of the sales particulars, the seller agrees to advise the Agency in writing immediately.
13. The Housing Act 2004 prohibits us from marketing your property until a valid Home Information Pack (UK only) is in our possession, a valid copy of which must be sent with this Agreement/Contract.
14. **Fixtures and Fittings:** To comply with the requirements of the Property Misdescriptions Act 1991, all fixtures and fittings that are mentioned in the sale particular will be deemed to be included in the sale unless otherwise specified in writing.
15. **Advertising:** The seller agrees that the Agency may mention the property (but not the sellers name or identity) in general advertising following the sale.

N.B: Signatures are required by all owners.

SIGNED _____

SIGNED _____

Name: _____

Name: _____

DATE: _____

DATE: _____

Please sign at the bottom of each page of this Contract.