



These terms of business apply to properties listed for sale with Murcia Golf Properties Ltd.

1. The agency commission will be 5% of the eventual sale price. This is subject to a minimum fee of €10,000. (VAT/IVA will be added where applicable).
2. Murcia Golf Properties Ltd will be Sole selling agents for the period of **16 weeks** from the date of this agreement. The agreement will continue after this period unless terminated by either party giving four weeks written notice. The vendor agrees not to instruct any other agent to sell the property during the agreed period and agrees not to put up any additional for sale boards – private or otherwise.
3. You will be liable to make payment to us, in addition to any costs or charges agreed, if at any time the sale of the property takes place with a purchaser introduced by us during the period of our agency, or with whom we had negotiations about the property during that period, or with a purchaser introduced by another agent during our sole agency period. The commission will be due on signing of a private purchase agreement by both parties, however MGP Ltd are normally happy to wait until completion of the transaction provided that you instruct your solicitor to pay our fees out of the proceeds of sale and that completion take place within a reasonable amount of time from signing the purchase agreement. Our commission charge is inclusive of all fees and expenses except where you specifically authorise us to carry out expenditure in respect of, for example, national advertising. If this payment is not received within seven working days from legal completion, we reserve the right to charge interest at 3% above the prevailing HSBC Bank base rate due from completion. In addition should our fee require collection proceedings, legal costs may be added.
4. We will erect a 'Se Vende' board at the property (where possible). The seller agrees that **no other For sale / Se Vende or similar boards can be displayed** whilst Murcia golf Properties remain agents.
5. We intend to offer prospective purchasers mortgage and financial advice. A commission may be earned from these services.
6. Murcia Golf Properties Ltd cannot accept responsibility for the maintenance or repairs of unoccupied properties for sale unless also appointed to manage the property.
7. The property will be marketed at the agreed price plus taxes. The agreed price does not represent a valuation. We will endeavour to ensure that the vendor receives the best price possible. Details of the property contents included in the sale will be included in the property particulars.
8. If there is any breach of these terms of business by the vendor the property will be withdrawn from sale and the vendor may be charged for administration expenses.
9. When a sale is agreed on the property a non re-fundable deposit will be taken by us from the proposed purchaser. Should the purchasers withdraw from the sale the seller will receive €3,000 and the selling agent will retain €2,000 for expenses incurred.