



Residential Sales Marketing Agreement



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MARKETING AGREEMENT

NAMES OF SELLERS OR BENEFICIAL OWNERS

1: Name Mr Mark Russel
Tel mark@magdevelopmentsw.co.uk Mobile 07971 199909
Email mark@magdevelopmentsw.co.uk

2: Name
Tel Mobile
Email

ADDRESS OF PROPERTY TO SELL

8 Pentyre Terrace
Plymouth
Devon
PL4 8RW

CORRESPONDENCE ADDRESS

MARKETING / ASKING PRICE (not a valuation)

£ 240,000 Offers Over

AGENCY TERMS

You will be liable to pay our fee, along with any other costs or charges: (i) if at any time unconditional contracts for the sale of the property are exchanged with a purchaser introduced to you by us or with whom we had negotiations about your property during our agency period. (ii) if a purchaser first introduced to you by us goes on to buy the property after this agreement ends you may have an Ongoing Liability. (iii) if Sole Selling Rights are selected and contracts are exchanged with a purchaser introduced by any other agent or by any other person, including yourself.

SOLE SELLING RIGHTS WITH NO EXCLUSIVE PERIOD

We are committed to building lasting and valuable relationships that are founded on good advice and honest service. We are confident in the quality of our work. To that end we do not feel the need to be defensive and tie our clients into an extended exclusive period - so, we will act as your Sole Selling Rights Agent until the property is sold unless you give us 28 days written notice. No other Agent may be appointed.

MULTIPLE AGENCY

Where we act on your behalf as Multiple Agent, you may appoint other agents to market the property. We will act as your Agent unless you give us 28 days written notice.

SELLERS LEGAL REPRESENTATIVE, IF KNOWN

Contact Mrs Carys Bookless-Browne
Firm Bright LLP
Address Studio 5-11, 5 Millbay Road, Plymouth, PL1 3LF
Tel 01752 910557
Email carys.bookless-browne@brightllp.co.uk
All Inclusive Service no

CUSTOMISED MARKETING PLAN

If agreed, we will fund the production costs (or you may choose to prepay) of professional photography ☒ floor plans ☒ a luxury brochure ☒ Video ☐ Drone ☐. If you withdraw your instructions to sell the property you agree to reimburse us these marketing costs up to a value of:

£ 0 ☐ Signed Mark Russell

INTERESTED PARTIES

Have any individuals or parties shown interest in purchasing the property prior to this agreement, privately or through another agent? Please see detailed terms overleaf. Are there any interested parties? no

SPECIAL ARRANGEMENTS

For Sale Sign yes
Alarm Code Key #

ENERGY PERFORMANCE CERTIFICATE

In signing this agreement you acknowledge that you are required to provide an up to date EPC for your property. Your options are as follows:

- ☐ I have an up to date EPC and will provide a copy.
☐ I will order an EPC within 7 days, provide evidence that an order has been placed and provide a copy of the EPC within 21 days.
☒ I will pay you £ 0 inc VAT to prepare an EPC for me.

NOTES

none

NOTICE OF THE RIGHT TO CANCEL

If you are a Consumer AND this agreement is concluded in a place which is not the business premises of the Agent you have the right to cancel within 14 days without giving any reason. This right can be exercised by sending us a clear statement, by email, post or durable medium, before the cooling off period has expired. You may use the Cancellation Notice overleaf but it is not obligatory.

- ☐ The Agreement is being signed in the Agents premises, the cooling off period does NOT apply and marketing will begin immediately.
☐ The Agreement is being signed away from the Agents premises, the 14 day cooling off period DOES apply. You instruct us to begin marketing immediately on the understanding that withdrawal fees may apply if you cancel the contract.
☒ The Agreement is being signed away from the Agents premises, the 14 day cooling off period DOES apply. You instruct us to wait 14 days to begin marketing. Any Exclusive Period will start when marketing begins.

AGENCY RATE +VAT			
	☒ Sole Selling Rights	☐ Multi Agency	
Percentage ☒	1 % +VAT	3.5 % +VAT	
	2,400 +VAT	8,400 +VAT	
	£ 2,880 inc VAT	£ 10,080 inc VAT	
Where our fees are shown as a percentage, the examples are calculated using the initial Marketing Price. If the property is sold for a higher or lower figure the fee will vary accordingly.			
Fixed Fee ☐	£ +VAT	£ +VAT	
	£ inc VAT	£ inc VAT	

PROPERTY DESCRIPTION

PART A

Council Tax Band Amount £

Freehold ☒ Leasehold ☐ Freeholder

Length of Lease..... Years Left

Ground Rent £..... When is it payable?

Expected to increase?.... Increase Amount £ ...

Service Charges? Service Charge £.....

For leasehold, commonhold and freehold properties where the owner has a legal obligation to contribute towards the maintenance costs of a shared amenity please provide the details in writing or by email.

Additional info.....

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PART B

Detached ☐ Semi ☐ Terraced ☒ Bungalow ☐ Flat ☐ Studio ☐

Physical Characteristics.....

Construction type

Receptions .. Bedrooms ...

Bathrooms ... Kitchen

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.....

.....

Parking: Garage ☐ Off Street ☐ On Street ☐

EV Charger

Any permit details.....

Mobile Signal: Great ☐ Okay ☐ Poor ☐

Are the following services connected to the property?

Electricity

Renewables / Batteries.....

Gas

Water

Telephone

Broadband / Fibre

Drainage / sewerage

Does the property have Central Heating?

What fuel does it use?.....

PART C

Are there any known safety issues.....

If yes, please tell us separately

Has the property been adapted for accessibility.....

Is the property in a conservation area?.....

Is the property a listed building?

Are you aware of any planning applications in the locality which if approved would affect the property?..... Yes / No

Is the access road made up and adopted?

Is the property affected by rights of way?

Are there any proposals or disputes which affect the property - either with an individual or any public body?

Are there any shared or communal facilities? (eg. Gardens)

Are there any covenants affecting the property?

Are there any tree preservation orders affecting the property?

Has the property been extended?

Was planning permission granted?

Did it comply with building regulations?

Are copies of planning permission available?

What was the date of the extension?

Have you carried out any alterations to the property?

Has the property ever flooded?.....

Are there any flooding risks..... no

Is there any coastal erosion risk?..... no

Has there been any mining in the area?

Has Japanese Knotweed ever been identified at the property or adjoining land?

Has any spray-applied polyurethane foam insulation (SPF) been installed to the roof structure, loft, rafters or underside of the roof covering at the Property?..... no

OTHER

To your knowledge is there anything else that has occurred at the property that would affect the transactional decision of the average buyer?

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Are there any other material issues with the property that any potential purchaser should be aware of?

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CLIENT IDENTITY

We are required by law to conduct anti-money laundering checks on all those selling or buying a property. Whilst we retain responsibility for ensuring checks and any ongoing monitoring are carried out correctly, the initial checks are carried out on our behalf by Lifetime Legal who will contact you once you have agreed to instruct us in your sale or had an offer accepted on a property you wish to buy. The cost of these checks is £60 inc VAT, which covers the cost of obtaining relevant data and any manual checks and monitoring which might be required. This fee will need to be paid by you in advance of us publishing your property (in the case of a vendor) or issuing a memorandum of sale (in the case of a buyer), directly to Lifetime Legal, and is non-refundable.

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AUTHORISATION

This is a legal document. Before signing and accepting the terms of this agreement please take the time to read it carefully, along with the Terms and Conditions overleaf. Where more than one person is responsible for the payment of our fees their liability is joint and several.

CLIENT AUTHORISATION

I am entitled to sell the property and have read, understood and agree to the terms of this agreement. I confirm that to the best of my knowledge the information regarding the property is accurate, and that I have not withheld any materially significant information regarding the property.

[via Browser] [via Browser]

1: Signed Mark.Russell 2: Signed

Print Mark Russel Print

Date 2/9/2026 Date

AGENT AUTHORISATION

I have verified the identity of the Seller(s) by checking the original documentation listed above. Signed on behalf of the Agent

Signed Matthew Sumner Position Branch Manager

Print Matthew Sumner Tel 01752 9820783

Date 2/9/2026 Office Plymouth

TERMS AND CONDITIONS

CONSUMER

A 'Consumer' acts mainly outside a business or profession. If you're a Solicitor, Landlord, or Developer, you are not a Consumer - no 14 day Cooling Off period or Ombudsman appeal applies.

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

OMBUDSMAN SCHEME

We belong to a property ombudsman scheme, see www.tpos.co.uk. If you're a Consumer and a complaint can't be resolved with us, you may refer it to them.

Estate Agents Act 1979; Redress Scheme Guidance

PEP POLITICALLY EXPOSED PERSON

You must tell us if you, a family member, or close associate is or was in a senior public or political role, a PEP.

The Money Laundering Regulations 2017; HMRC Guidance on PEPs

GENERAL DATA PROTECTION

You consent to us using and sharing your data for this service (e.g. with solicitors or signboard firms). You can withdraw consent and request deletion after our work ends.

UK GDPR; Data Protection Act 2018

CONNECTED PERSONS

You must inform us if you're related to or connected with anyone in the Agency or its associates, so we can comply with disclosure rules.

Estate Agents Act 1979

MARKETING / ASKING PRICE

The asking price is not a formal valuation and may change. This does not alter the contract.

National Trading Standards Guidance

IMMEDIATE START, WITHDRAWAL CHARGES AND CESSATION

If you start marketing immediately then cancel within 14 days (if Cooling Off applies), a withdrawal fee based on work done or a fixed charge where stated may apply. If a buyer introduced in that time proceeds to purchase, our full fee is due.

After day 15, you may cancel by giving notice once the Exclusive Period ends, see overleaf.

We may stop marketing without notice if we believe it's no longer appropriate.

If any service charges (e.g. photos, floorplans) remain unpaid, you stay under contract until settled. Instructing another agent before then creates Dual Fee Liability.

Consumer Contracts Regulations 2013; Estate Agents Act 1979

FOR SALE SIGN

Only one board may be erected, either ours or back-to-back with another. You confirm this. A For Sale board placed by us counts as an 'introduction' even if you knew the buyer. We'll erect a sign unless told not to. Any damage claims are the subcontractor's responsibility.

Town and Country Planning (Control of Advertisements) Regulations 2007

ENERGY PERFORMANCE CERTIFICATES

An EPC is legally required within 28 days of

marketing. You may supply your own or ask us to arrange one. If none is received, we must suspend marketing. This pause extends any Exclusive Period, as it is a Marketing Hiatus. *Energy Performance of Buildings (England and Wales) Regulations 2012*

PROPERTY DESCRIPTION

You must ensure all property information you provide is accurate and not misleading, and that no Material Information is omitted which may affect a buyer's decision - this includes facts required by law. You agree to check all sales particulars, correct any errors, and supply documentary evidence where needed.

Consumer Protection from Unfair Trading Regulations 2008; DMCC Act 2024

UNOCCUPIED PROPERTY

We act as sales agents only and are not responsible for the management or supervision of an unoccupied property. We recommend that you arrange regular inspections to help prevent deterioration.

Common Law Duty of Care

ACCESS TO PREMISES

We will accompany viewings unless agreed otherwise. For professionals (e.g. surveyors), we may grant key access after confirming ID. Tell us if this is not acceptable. We'll seek your permission for access by tradespeople or utility reps.

Estate Agents Act 1979; Common Law Duty

PUBLIC LIABILITY

You must ensure your property is safe for visitors. Tell us of any hazards. You indemnify us against injury claims on your property.

Occupiers' Liability Acts 1957 and 1984

COPYRIGHT

We retain copyright in all advertising materials and may reuse them for marketing.

Copyright, Designs and Patents Act 1988

FINAL SELLING PRICE

The Final Sale Price includes property price, fixtures, fittings, and agreed incentives, before discounts.

Estate Agents Act 1979; Redress Scheme Guidance

SUB - AGENT AND OTHER SERVICES

We may use sub-agents and offer other services from which we earn fees. Where required, these will be disclosed in writing.

Consumer Protection from Unfair Trading Regulations 2008; Redress Scheme Guidance

DISCRIMINATION

We do not and will not discriminate for any reason.

Equality Act 2010

DEFINITION OF INTRODUCTION

An 'Introduction' means we advertise or promote your property publicly (e.g. online, in print, or by signboard) at our expense and risk, and a person first becomes aware of you or the property by that means.

By signing this Agreement, you agree that such exposure constitutes an 'Introduction' by us, whether or not we meet the purchaser or are involved in the sale.

For the avoidance of doubt, 'Introduction' does not mean that we will introduce the purchaser to the sale, but that we will introduce them to you and your property. This position is consistent with the judgment in:

Foxtons Ltd v Pelkey Bicknell & Anr [2008]

FEE ENTITLEMENT - SOLE SELLING RIGHTS

Our fee is due if the property is sold during the term of this agreement - regardless of who introduces the buyer, including yourself. This includes family, friends, colleagues or developers, including part exchange. Additionally, if our marketing is used to establish a price - for example, where one co-owner buys out the other - our full fee is still payable. We are also entitled to our fee if contracts are exchanged and you later withdraw.

Estate Agents Act 1979; Provision of Information Regulations 1991

ONGOING FEE LIABILITY

If this Agreement ends, but the buyer was first introduced by us:

- If another agent resells to them within six months, our fee still applies.
- If you sell privately to them within two years, our fee still applies.

Redress Scheme Guidance; Common Law on Effective Cause

INTERESTED PARTIES

Tell us now if anyone has shown prior interest. If we re-engage their interest - even indirectly - we're due our fee.

Redress Scheme Guidance; Estate Agents Act 1979

PAYMENT

Fees are due on Completion or 4 weeks after Exchange, whichever comes first. We may, at our exclusive discretion, extend this. You authorise your solicitor to pay us in full.

Estate Agents Act 1979; Redress Scheme Guidance

DUAL FEE WARNING

If another agent has or gets Sole Agency rights, you could owe them and us. If a multiple agency arises you may be liable to pay a higher fee and another fee.

Estate Agents Act 1979; Redress Scheme Guidance

CANCELLATION NOTICE

Only complete, detach and return this section of the form if you wish to cancel the contract within the 14 day Cooling Off Period, if it is applicable. This is not a dis - instruction form.

I/We hereby give notice that I/We wish to cancel my/our contract

Sellers
Address.....
Signed.....
Print.....
Date.....

V6 SMA SSR July 2026