

## AGREEMENT TO SELL PROPERTY

2016/8

**Address of Property:** Calle Martos 1187 (C16)

Rebecca

**Name of Vendor:** Lee & Nicola Irving

**Address of Vendor:**  
 18 Latchford Street  
 Warrington  
 WA4 1PG

**Nationality:** British

**Passport:** GBR 532371445

**Mobile:** 0044 7918776581

**E-mail:** Nicola.irving4@ntlworld.com

**Legal Representative:** P.A.L.S

1. In accordance with the attached Terms and Conditions, the Vendor or their legal representative, authorizes Mercers Spain SL to market and sell the above referenced property, on a sole agency basis, at a price of:

PRICE	€ 69,000
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2. At the completion of the sale, the Vendor will pay a commission of 4% + IVA of the agreed sale price with a minimum of €3,000 + IVA
3. Both parties sign this agreement in:

.....Camposol Office.....

NICOLA & LEE IRVING

Name of Vendor



Signature

11/04/19

Date

MERCERS SPAIN, S.L.

Agent of Mercers Spain SL

C. Comercial El Saladiillo

30875 Mazarrón (Murcia)



Signature

11-04-2019

Date



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**OUR PASSION IS PROPERTY  
TERMS AND CONDITIONS**

Mercers Spain SL

Urb. Camposol, Mazarrón, 30875 Murcia  
tel (+34) 968 199 188 fax (+34) 968 199 155  
email [sales@spanishproperty.co.uk](mailto:sales@spanishproperty.co.uk)  
cif B73110181

1. **Authorization.** The Vendor authorizes Mercers Spain SL to promote and sell the property referenced according to the terms and conditions detailed as follows.
2. **Characteristics.** The Vendor confirms that the characteristics and details indicated here and in the Listing Document attached are correct. The Vendor agrees to immediately inform Mercers Spain SL in the event of any change in the characteristics and/or price of the property.
3. **"For Sale" Sign.** In accordance with the policies of Mercers Spain SL, a "For Sale" sign will be placed on the property
4. **Commission.** At the point of receiving final payment and completion of sale, the Vendor agrees to pay the commission, as stated in the previous page. The final sale shall be understood to be complete at the signing of a contract, either the private contract between Purchaser and Vendor or at the signing of the public deeds in the absence of a private contract. A monthly interest rate of Euribor plus 4% will be charged in the case that the commission is not received within 7 days of the finalization of the sale.
5. **Deposit.** The reservation deposit received from the purchaser of this property shall be €3,000 and shall be deposited in the bank account of Mercers Spain SL, until the completion of stated sale. The buyers have a period of 21 days from the date of this contract to pay the balance amount up to 10% deposit to his Solicitors bank account. If applicable, at the point of signing of the public deeds, the Vendor will be presented with an invoice for the stated commission minus the €3,000 reservation deposit already received.
6. **Breach of Agreement:** the vendor agrees that **Mercers Spain SL** receives a deposit on their behalf from the purchaser party. The vendor accepts the deposit as "arras penitenciales" (Article 1454 Civil Code). If the sale is not performed because the vendor withdraws, then the deposit will be made via a transfer refund to the purchaser. The vendor shall indemnify an equal amount to the deposit, namely amount €3,000, to the purchaser in compensation. If the purchaser withdraws from the sale and they forfeit the initial deposit of 3,000 euros, this will be split 50/50 with the vendor, subject to any pending legal action. If the vendor withdraws from the sale, the vendor, will indemnify **Mercers Spain SL**, with the sum of: 3,000 euros to compensate for loss of fees from the sale or purchase of the property by way of costs due to lost profit.
7. **Price of Sale.** The Vendor expressly agrees by signing this agreement that, no other selling agency shall be appointed and that Mercers (Spain) SL are appointed as the sole selling agents.
8. **Ownership.** The Vendor declares that they are the owner of the property and have a sufficient legal right to transfer ownership of the property.
9. **Expenses.** All of the expenses associated with the sale of the property, including all taxes (IVA, ITP and AJD), expenses associated with registration of deeds and notary expenses, will be paid by the Purchaser except the capital gains taxes (Plus Valía), expenses associated with satisfying debts attached to the property or paying off any existing mortgage, which will be paid by the Vendor.
10. **Exclusions.** The Vendor agrees to not hold Mercers Spain SL and all employees working on behalf or Mercers Spain SL responsible, in the event that any consequence between the Vendor and the Purchaser prevents this agreement from being satisfied.
11. **Power of Attorney.** In the case that this agreement is signed by a legal representative of the Vendor, through a power-of-attorney or verbal mandate, the Vendor's representative will be equally responsible for the obligations of this agreement. The Vendor's representative declares the fact that they have total permission to act on the Vendor's behalf, and that the Vendor is fully aware of this agreement and its contents.
12. **Notification to Remove Property from Market.** The Vendor reserves the right to remove the property from the market with prior written notification of not less than 30 days.
13. **Direct sale.** In the event that a Mercers Spain SL introduced client approaches the vendor directly and a sale is agreed. The vendor agrees to pay Mercers, as the originating agent, commission at the agreed rate shown on page 1 of this agreement. Should the property be sold via another agent who has not listed the property, the commission (as shown on page 1 of this agreement, will be paid to Mercers, on completion of the sale).
14. **Prevalence.** This agreement shall prevail over any other contract or agreement previously signed.
15. **Default.** By signing this agreement, the Vendor and Mercers Spain SL agree that in the case of any default either party shall be entitled to seek any available legal remedies.
16. **Text.** Although this agreement appears in various languages, in the case of any dispute between these translations, the Spanish translation shall prevail as the superior representation of the agreement between the Vendor and Mercers Spain SL. The English translation is provided only for guidance purposes, and in all instances, only the Spanish original will form the basis of the legal agreement.

NICOLAS

Name of Vendor

WTW

Signature

11/4/19

Date



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