

AUKTORISOITUJEN KÄÄNTÄJIEN TUTKINTOLAUTAKUNTA  
EXAMENSNÄMNDEN FÖR AUKTORISERADE TRANSLATORER

ENGLANTI 13.12.2008  
ENGELSKA

LAKI JA HALLINTO  
LAG OCH FÖRVALTNING

Laadi käännös kantajan pyynnöstä Suomessa tapahtuvan käräjäoikeuden siviilijuttua varten todistusaineistoksi sopimusrikkomusoikeudenkäynnissä

Översätts på innehavarens begäran för användning som bevismaterial i ett civilmål gällande ett avtalsbrott som ska behandlas i en tingsrätt

# ANTI-GAZUMPING AGREEMENT

## (an Exclusivity Contract between the Buyer & Seller of Property)

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_

**BETWEEN** (1) \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the "Seller");  
and  
(2) \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the "Buyer").

### BACKGROUND

- A The parties have, subject to contract, agreed to a transaction ("the Sale") in which the Seller will sell and the Buyer will buy the property described in the First Schedule ("the Property") at the price of \_\_\_\_\_  
\_\_\_\_\_ (£ \_\_\_\_\_).
- B The solicitors specified in the Second Schedule ("the Seller's Solicitors") will act for the Seller on the Sale.
- C The solicitors specified in the Third Schedule ("the Buyer's Solicitors") will act for the Buyer on the Sale.

**NOW IT IS HEREBY AGREED** as follows:

#### 1. Exclusivity Period

- 1.1 The Exclusivity Period shall begin on the exchange of this Agreement and shall end (subject to Clause 5.1 below) at 5 pm on the \_\_\_\_\_ day after the Buyer's Solicitors receive the draft contract from the Seller's Solicitors pursuant to Clause 2(b) below.
- 1.2 If and for as long as the Buyer complies with his obligations under this Agreement, the Seller agrees that during the Exclusivity Period neither the Seller nor anyone acting on the Seller's behalf will:
  - (a) seek purchasers for the Property;
  - (b) allow any prospective purchaser or mortgagee or any surveyor, valuer or other person acting on his or their behalf to enter the Property (other than under clause 4.3 below);
  - (c) provide a draft contract or property information concerning the Property to anyone other than the Buyer's Solicitors;
  - (d) negotiate or agree with anyone other than the Buyer or the Buyer's Solicitors any terms for the sale of the Property;
  - (e) enter into a commitment to proceed with any other purchaser immediately after the expiry of the Exclusivity Period.

#### 2. Seller's instructions to solicitors

The Seller will immediately:

- (a) appoint the Seller's Solicitors to act for him on the Sale; and
- (b) instruct them to send to the Buyer's Solicitors as soon as practicable a draft contract for the Sale and such information about the Property as accords with good conveyancing practice and to deal promptly and reasonably with any enquiries asked by the Buyer's Solicitors and with any amendments to the draft contract proposed by the Buyer's Solicitors.

#### 3. Buyer's instructions to solicitors

The Buyer will immediately:

- (a) appoint the Buyer's Solicitors to act for him on the Sale; and
- (b) instruct them to make all necessary searches and enquiries as soon as practicable and to deal promptly and in accordance with good conveyancing practice with the draft contract for the Sale and such title and other

information about the Property as they receive from the Seller's Solicitors and to negotiate with the Seller's Solicitors promptly and reasonably any amendments to the draft contract which the Buyer's Solicitors propose.

LOPETA TÀ HÂN  
SLUTA WÀR.

**4. Surveys, mortgages, etc.**

**4.1** If the Buyer requires a mortgage loan in connection with the purchase of the Property, the Buyer shall within [one week] from the date of this Agreement apply to such building society, bank or other prospective lender ("the Mortgagee") as may reasonably be expected to lend the required amount to the Buyer and the Buyer shall complete such application forms and pay such fees as the Mortgagee shall require in order to process the Buyer's application as quickly as possible.

**4.2** If the Buyer or the Mortgagee require the Property to be surveyed and/or valued, the Buyer will use all reasonable endeavours to arrange for the survey and/or valuation inspection to take place within \_\_\_\_\_ days of the date of this Agreement.

**4.3** The Seller will give such access to the Property as is reasonably required by any surveyor or valuer appointed by the Buyer or the Mortgagee for the purpose of surveying and/or valuing the Property.

**5. Good faith and withdrawal**

**5.1** During the Exclusivity Period the Seller and the Buyer will deal with each other in good faith and in particular (but without limiting the above):

- (a) if during the Exclusivity Period the Buyer decides not to buy the Property or becomes unable to buy the Property, he will immediately give written notice to that effect to the Seller and the Exclusivity Period will then cease;
- (b) if during the Exclusivity Period the Seller decides not to proceed with the Sale or becomes unable to sell the Property, he will immediately give written notice to that effect to the Buyer and the Buyer's obligations under this Agreement will cease but the restrictions imposed on the Seller by Clause 1.2 above shall continue until the expiry of the Exclusivity Period.

**5.2** Nothing in Clause 5.1 above or elsewhere in this Agreement will impose on the Seller any greater duty to disclose matters affecting the Property than are imposed by statute or common law.

**6. Miscellaneous**

**6.1** This Agreement does not bind the parties to the Sale.

**6.2** This Agreement does not form part of any other contract.

**6.3** In this Agreement the expression "property information" includes title details and any other information about the Property which a prudent prospective buyer or his solicitors would require the seller or his solicitors to provide.

**6.4** The headings shall not affect the interpretation of this Agreement.

**THE FIRST SCHEDULE**  
**The Property**

**THE SECOND SCHEDULE**  
**The Seller's Solicitors**

**THE THIRD SCHEDULE**  
**The Buyer's Solicitors**


**SIGNED** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

by or on behalf of the Seller

by or on behalf of the Buyer