

TERMS AND CONDITIONS

OMBUDSMAN SCHEME

We are members of TPOS (The Property Ombudsman Scheme) and follow their Code of Practice. You agree that we may give information about the sale of the property to the Ombudsman if you register a complaint and they ask for it: And to help them monitor how we are following the Code. The Code and Consumer Guide are available from www.tpos.co.uk

In the event that you have a complaint please discuss it with the Branch Manager. In the unlikely event that it can not be resolved the seller has the right of referral to the TPO.

MARKETING/ASKING PRICE

The Marketing/Asking price does not represent a formal valuation of the property and may change during the term of the agency but this will not affect the agreement itself.

IMMEDIATE START, WITHDRAWAL CHARGES AND TERMINATION

0-14 days from instruction on any agency type
If you have instructed us to commence marketing immediately and then cancel the contract within the first 14 days (if the 'cooling off period' cancellation rules are applicable) you will be liable to a withdrawal fee. This fee will be calculated on the amount of work and the services which we have provided during the period up to the point of cancellation, typically £250. This would also include commission if a buyer introduced by us purchases your property as explained under Fee Entitlement.

From day 15 of the instruction with Sole Agency. You can cancel the contract by giving notice, the period of which is noted overleaf, with no penalty at any time after the exclusive period has elapsed

From day 15 of instruction on a Multi Agency. You can cancel the contract by giving notice, the period of which is noted overleaf, with no penalty

FOR SALE SIGN

Planning regulations permit the display of one advertisement, consisting of a single board or two boards joined back to back. You confirm that no other board other than ours will be erected, unless back to back as described. The legal responsibility that only one board is erected lies with both the seller and the Agent. It is important that you are aware that the provision by us of a For Sale board will be an introduction to a purchaser who subsequently exchanges contracts even if you were previously acquainted with that person. Please note the seller is not entitled to make a claim if there is any damage due to erecting a For Sale sign.

ENERGY PERFORMANCE CERTIFICATES

EPCs give information on how to make your home more energy efficient and reduce carbon dioxide emissions. An EPC is required by law when a building is built, sold or put up for rent. It is valid for ten years. The seller and a person acting on behalf of the seller must use all reasonable efforts to ensure that an EPC is obtained within 28 days of marketing beginning. We can arrange an EPC for you or you may wish to provide your own. In

the event that you supply your own we need a copy within 28 days from the start of this contract or we will be obliged to suspend marketing until it is made available to us.

PROPERTY DESCRIPTION

Both the seller and agent have a duty to ensure that any information provided about the property is accurate and not misleading. No information may be omitted which may impact on a prospective buyer's transactional decision. You will be asked to complete a property questionnaire and provide us with relevant information about your property both prior to and during marketing. You agree to check the sales particulars and advertising description and notify us immediately of any inaccuracies. You must also confirm any information provided by you is true and be able to supply documentary evidence to substantiate any claims made. We reserve the right to start marketing with draft particulars.

UNOCCUPIED PROPERTY

We act as sales agents only and under no circumstances do we take responsibility for unoccupied property. Unoccupied property can deteriorate quickly and we strongly advise clients to make arrangements for their property to be checked regularly by a competent person.

ACCESS TO PREMISES

If we hold a key to the Property, we will accompany any viewings, unless agreed otherwise. If we arrange for someone to view an unoccupied property, we will agree the arrangements with you beforehand. It is our usual practice to release the keys to professionals who require access, such as surveyors acting on behalf of purchasers. In order to avoid delaying the sale, once we have established their identity, they will be permitted unaccompanied access. Please advise us immediately if this is NOT acceptable. We will continue to seek the Client's permission to allow unaccompanied visits by any other third parties such as trades people or representatives or any utility companies.

COPYRIGHT

We retain the copyright to all advertising material used to market the property and reserve the right to use it for marketing initiatives following completion.

READY, WILLING AND ABLE BUYER

The law says a purchaser is a 'ready, willing and able' purchaser if they are prepared and are able to exchange unconditional contracts for the purchase of your property.

FINAL SELLING PRICE

The Final Sale Price includes the price the property is sold for, the value of the fixtures and fittings and any other fees or incentives, before discounts, agreed between the buyer and seller.

SUB-AGENT

We reserve the right to use sub Agents to assist in the marketing of the property.

OTHER SERVICES

We reserve the right to offer a full range of other services to prospective purchasers which may in-

clude estate agency, financial services, removals, surveys and conveyancing from which we may derive other commissions or fees.

DISCRIMINATION

We will not discriminate, or threaten to discriminate against any prospective Buyer of the Client's property because that person is, will not be, or is unlikely to be accepting services that we will directly or indirectly provide.

COMMISSION FEE ENTITLEMENT

The commission fee will be earned by us if we introduce, directly or indirectly a person who contracts to purchase the property during the period of the contract. We have a specific entitlement to a fee if: The property is sold to a family member; One of the owners buys another owners share (eg as part of a separation agreement); The property is sold to a Property Developer; The property is part exchanged; The property is sold at auction or is repossessed; If the seller withdraws for any reason after contracts are exchanged.

We will have a commission fee entitlement if you terminate our agreement and then sell your property to a buyer introduced by us within six months of the date our agreement ends. However we give up that right to a commission if a buyer introduced by us goes on to buy the property through another estate agent, where the buyer is introduced to you by the other estate agent more than six months after our agreement ended. If no other estate Agent is involved, this time limit will not apply.

INTERESTED PARTIES

If any individuals or parties have shown interest in purchasing the property prior to this agreement, privately or through another agent we will generally be entitled to our fees if we 'introduce' the buyers either directly or indirectly, eg after seeing a for sale board or identifying the property from published information on the internet. To avoid future disputes, it is therefore important that you tell us now. Even if you declare an 'interested party' it may be that the party has since lost interest. If we are able to revive that interest, we will be entitled to commission if it transpires we were the 'effective cause of sale'.

PAYMENT

Our fees along with the value added tax at the prevailing rate together with any additional costs agreed, must be discharged without deductions by the solicitor or conveyancer on or immediately after the date set for completion of the sale, and by signing this agreement you hereby irrevocably authorize the solicitor or conveyancer to do so. Should your account not be paid within 7 days of completion, any discount will become void. Interest will also be added at a rate of 3% above Clearing Bank base rate from the date of completion.

DUAL FEE WARNING

Please remember if you have instructed another Agent to sell your property on a sole agency/sole selling rights basis, you may be liable to pay their fee as well as ours. Please also remember that if a multiple agency arises you may be liable to pay a higher fee and another fee.

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