

# www.PropertyEagle.co.uk Terms & Conditions

This is a Conditional Agreement ("the Agreement") and is made between propertyeagle.co.uk ("We") and the selling party ("You"). Conditional means this agreement can only be applied if you are taking on or other of our services. THIS OFFER CANNOT BE TAKEN IN ISOLATION except with our express consent.

### 1. Your Responsibilities

- 1.1 By instructing us you are confirming you have read these Terms and Conditions and agree to them.
- 1.2 You must have the legal right to market and sell the property being offered for sale with us.
- 1.3 Information you supply to us is true and accurate and not misleading. We do not take any responsibility for the accuracy of the information supplied and cannot be held liable.

## 2. Our responsibilities

- 2.1 We will commission and obtain a valid Energy Performance Certificate (EPC) for you property.
- 2.2 We reserve the right to reject your instructions or cancel this offer at any time without notice and give a refund.
- 2.3 We aim to ensure that the EPC is obtained within a reasonable time however we give no guarantee to timescale.

#### **Data Protection Act**

We are regulated under the Data Protection Act 1998 and will process your data in accordance with the legal requirements of the Act. Any information supplied to us by you will be used solely by us for internal administrative purposes. All data is treated in confidence and is not disclosed to any third parties, other than when we are required to by law, or when you have given consent.

#### You understand and are aware that:

Our fees of £40+VAT are paid upfront and this fee is non-refundable unless the agreement is terminated by us.

Should you wish to cancel your EPC appointment you must request this by email. This should be sent to <a href="mailto:info@propertyeagle.co.uk">info@propertyeagle.co.uk</a>. Upon receipt of this email we will cancel the appointment. If the cancellation is received with two or more (full) calendar working (Mon-Fri) days remaining before the appointment then we will refund the £40+vat. For example if the appointment was booked for 12noon on a Thursday, a cancellation email would need to be received before midnight on a Monday

You agree that any photos provided or taken by us of your property may be used by us on our website as well as external websites or in future advertising material.

The seller is aware that we do not carry appointment ourselves but instruct a third party to do so. Therefore, we cannot take any responsibility for any incidents that may occur directly or indirectly as a result of viewings.

By instructing us to produce an EPC you are confirming that you agree to these terms and conditions and we recommend that you save a copy of these for your own records.

