



Terms and Conditions of www.PropertyEagle.co.uk

By instructing us to sell your home 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.

This is a flexible Agency Agreement ("the Agreement") and is made between the Agent propertyeagle.co.uk ("We"/ "Us") and the selling party ("You"). Flexible meaning you have the option to instruct another agent without that changing the terms of this agreement.

Your Responsibilities

By instructing us you are confirming you have read these Terms and Conditions and agree to them.

You must have the legal right to market and sell the property being offered for sale with us.

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.

+You will provide, on request, a valid EPC for the property being offered for sale and proof of identity in relation to Money Laundering Legislation. This agreement is covered by the laws of England and Wales. Failure to provide either could delay the marketing of your property.

Our responsibilities

Although it is our policy to continue our presence, as well as expand and improve our external property portal network, this is subject to change and we cannot guarantee continued presence.

We reserve the right to reject or cancel any property marketing at any time and without notice in extreme circumstances.

We aim to ensure that our web site is available at all times, however we reserve the right to take the site 'off-line' without prior notice for essential maintenance and upgrades.

Data Protection & Privacy

We comply with the General Data Protection Regulations 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 confidentially and is not disclosed to any third parties, other than when we are required to by law, or when you have given consent.

I, the seller, give consent for you, the Agent, to process my/our personal data noted on this agreement and transmitted to you in future messages for the purpose of marketing the property. I additionally authorise you to communicate my/our personal data to third parties who are a necessary party to the marketing/sale process such as (not limited to) Solicitors, Financial Services providers, surveyors. I understand that I may withdraw consent at any time and once our business relationship is at an end I may request you delete it.

Signed.....

Ombudsman Scheme

We are members of a Property Ombudsman scheme and follow their Code of Practice which is available at www.tpos.co.uk.

In the event that you have a complaint, please follow our complaints procedure which is available at <https://www.propertyeagle.co.uk/complaints-procedure/>

Referral fees

As well as your obligation to pay our commission or fees we may also receive a commission, payment, fee, or other reward or other benefit (known as a Referral Fee) from ancillary service providers for recommending their service to you.

We believe you may benefit from using the services of Eric Robinson Solicitors, or Formby Law, "the Provider", who are both solicitors.

We recommend sellers and/or potential buyers use the services of "the Provider". Should you decide to use the services of "the Provider" you should know that we would expect to receive a referral fee of up to £200+VAT from each recommendation.

We believe you may benefit from using the services of Mortgage Chain and Chartwell Funding, the Provider, who are both financial advisors.

We recommend sellers and/or potential buyers use the services of the Provider. Should you decide to use the services of the Provider you should know that we would expect to receive a referral fee from them for each recommendation. Our fee would vary and represents a percentage of the fee which "the Provider" receive.

Connected Persons

The law requires us to declare to prospective purchasers if you are related or connected in business to any member of staff in the Agency or an associated company. In signing this agreement, you agree to inform us of any such relationship.

Marketing Agreement

Names of sellers or beneficial owners:

Name (1).....

Telephone.....

Email.....

Name (2).....

Telephone.....

Email.....

Address of property to sell:

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Correspondence address (if different to sale address)

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Marketing Price

£.....

This price does not represent a formal valuation of the property and may change during the terms of the agreement but does not affect the agreement itself.

Payment options

Option 1 – Upfront payment of £399+VAT

You understand and are aware that:

Our fees of £399+VAT (total of £478.80) are paid upfront and this fee is non-refundable unless the agreement is terminated by us.

Any additional fees paid, (for example premium listing, EPC etc) are also non-refundable unless the agreement is terminated by us.

Should you wish for your property to be removed from all marketing then you must request this by email. This should be sent to info@propertyeagle.co.uk. Upon receipt of this email we will remove your property from the

market within 48 hours. We will however make every effort for this to be done at the earliest possible stage.

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.

Our staff will not conduct or accompany any viewings, unless specified, and it will be the seller's responsibility to conduct all viewings. When showing prospective buyers your property, you should take all necessary security precautions.

Viewings are made by members of the public enquiring directly from marketing and no security or background information is checked. Therefore, we cannot take any responsibility for any incidents that may occur directly or indirectly as a result of viewings.

Instructing us may affect an agency agreement that you are already committed to and therefore potentially make you liable for dual fees.

The service applies for a six-month marketing period. If you would like to extend the marketing period for a further six months, there is a charge of £99+VAT payable.

Option 2 – Payment on completion of £999+VAT

You understand and are aware that:

Our fees of £999+VAT (total of £1,198.80) are paid upon completion of sale.

This contract is for a minimum period of 16 weeks, with sole selling rights. If the property is removed within this time then you will be liable to pay an admin fee of £399+VAT.

Our fee becomes due if: 1) You agree a sale within sixteen weeks of the start date of this agreement which subsequently goes on to Exchange of contracts to any party at any time. 2) You subsequently go on to agree a sale resulting in the Exchange of contracts with any party introduced by ourselves.

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.

Instructing us may affect an agency agreement that you are already committed to and therefore potentially make you liable for dual fees.

Additional Options

Energy Performance Certificate ("EPC")

This is a Conditional Agreement ("the Agreement") and is made between the Agent propertyeagle.co.uk ("We"/"Us") 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.

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. Please note that it is a legal requirement for all properties listed for sale to have a valid EPC in place.

Your Responsibilities

By instructing us, you are confirming that you have read these Terms and Conditions and agree to them.

You must have the legal right to market and sell the property being offered for sale with us.

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.

Our responsibilities

We will commission and obtain a valid Energy Performance Certificate (EPC) for your property.

We reserve the right to reject your instructions or cancel this offer at any time without notice and give a refund.

We aim to ensure that the EPC is obtained within a reasonable time, however we give no guaranteed timescale.

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 with a minimum 48-hour notice. This should be sent to info@propertyeagle.co.uk. 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 before the appointment, you will be refunded for monies paid for the EPC.

Notice of Right to Cancel

In accordance with the Consumer Contracts Regulations 2013, from the date of acceptance of these terms you are entitled to a 14 (fourteen) day cooling-off period during which you may cancel the Services and (subject to the below, and section on EPC) receive a full refund for any fees and charges paid.

Please tick one of the following:

- ☐ You instruct us to begin marketing immediately on the understanding that withdrawal fees may apply if you cancel the contract.
- ☐ You instruct us to wait 14 days to begin marketing. Any sole agency period will start when marketing begins.

To exercise the right to cancel, you must inform us by either:

Email: info@propertyeagle.co.uk or

Post: Aztec House, 137A Molesey Avenue, West Molesey, KT8 2RY

In the event that Property Eagle have provided you with Services (at your request), any refund will be adjusted to reflect the cost of Services provided up until cancellation and where applicable include the following

EPC - £48 (inc. VAT)

Property photographs and floorplan £96 (inc. VAT)

Board - £20 (inc. VAT)

Following the cooling off period, you are entitled to cancel the Service at any time, but will not be entitled to any refund, irrespective of whether the Services orders have been performed. Any cancellation will be subject to the fees noted in the rest of The Agreement.

Marketing Options

Please tick the relevant options:

- ☐ Option 1 - £399+VAT upfront
- ☐ Option 2 - £999+VAT on completion
- ☐ EPC - £40+VAT
- ☐ Rightmove premium listing - £50+VAT
- ☐ Board and brochures - £15+VAT

By signing these Terms and Conditions, you confirm that you have read and understood them.

Additionally, you are confirming that you consent for the details of the property we have produced to be listed and have agreed the photos, description and any other relevant information to be shown on the relevant portals (for example Rightmove, Zoopla)

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Signed

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Print name

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Date

Property Description

It is a legal requirement that the property is presented accurately and in a way that will not mislead. Please answer the questions below to the best of your knowledge.

Property Type (e.g. detached, flat etc)

Number of bedrooms

Number of bathrooms

Parking arrangements

- ☐ Allocated
- ☐ Unallocated
- ☐ None

Tenure

- ☐ Freehold
- ☐ Leasehold

If applicable:

Length of lease remaining.....

Service charge/maintenance.....

Ground
rent.....

When was the property built?.....

When did you purchase the property?.....

What Council Tax Band is the property in?.....

Planning matters

- ☐ Is the property in a conservation area?
- ☐ Is the property a listed building? If yes, please provide details below.
- ☐ Is the access road made up and adopted?
- ☐ Is the property affected by rights of way? If yes, please provide details below.
- ☐ Are there any shared or communal facilities (e.g. gardens). If yes, please provide details below.
- ☐ Are there any covenants affecting the property? If yes, please provide details below.
- ☐ Has the property been extended? If yes, please provide details below.
 - ☐ Was planning permission granted?
 - ☐ Did it comply with building regulations?

Please provide further details to any questions above here. Are there any other material issues that a potential buyer should be aware of?

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Client Identity

We are required to prove the identity of clients selling their property prior to the commencement of marketing. We may use an online service to check identity, this is not a credit check. If we are not able to satisfy our requirements through this online check, we may ask for documents such as passport, resident permit or UK Driving Licence for identity.

For proof of address, we may ask for a document dated within the last three months, including utility bill, mortgage statement, Council Tax Bill or other similar documents.

Seller (1).....

Date of birth.....

Seller (2).....

Date of birth.....