

TERMS AND CONDITIONS

FOR THE SALE OF RESIDENTIAL PROPERTY

Howard Cundey are Chartered Surveyors and follow a strict Code of Professional Conduct.

Howard Cundey Live is a trading name of Howard Cundey Property Limited

The Estate Agents Act, 1979, and subordinate Legislation, 1991 requires all agents to set out their terms of business in writing. HOWARD CUNDEY LIVE'S fees and terms of business are set out below. No variation to these Terms of Business shall be binding unless agreed in writing between Howard Cundey Live and the vendor.

1. AGENCY

This agreement commences from the date of signing and Howard Cundey Live shall be the estate agent for the marketing of the above property and this may be terminated by you on giving fourteen days' notice in writing.

2. INSTRUCTING HOWARD CUNDEY LIVE

Full details of the products and services we offer, including pricing and what is included, is detailed on our website, www.howardcundeylive.com on this service agreement. When you instruct Howard Cundey Live, you confirm you do so with the consent, agreement and knowledge of each and all of the legal owners and occupiers, and those who have an interest in the marketing and/or sale of the property. You also confirm that you have all the relevant authorities and authorisations as are necessary or required to enable you to take advantage of the products and services.

2. OFFERS

Howard Cundey Live will report all offers to purchase the property, through an online personal property hub to you in a fair and unbiased way, unless you agree in writing that you do not wish to be informed of offers below a predetermined figure, or offers that are subject to certain conditions. The nature, extent, desire to proceed and position of the potential purchaser will be requested and provided to you exactly how it is provided by the potential purchaser, as the offer is made. We will make such reasonable checks as are possible to ensure the offer made meets our criteria for a sale to proceed. You will have a choice to accept the offer, reject the offer, reject and negotiate the offer. All negotiations are to be conducted through Howard Cundey Live through a personal property hub.

We will guarantee no conflict of interest when acting on your behalf and will negotiate the best possible offer for your property.

When an offer has been accepted, subject to contract, we will normally withdraw the property from the market unless, after consultation with you, it is decided to continue with marketing. In this case, we must advise the prospective purchaser *in writing*.

If, after an offer has been accepted, your legal representatives are instructed to send a sale contract to an alternative purchaser, we are obliged to inform the initial prospective purchaser *in writing*.

3. PAYMENT OF FEES

Our fees are payable upfront. We will only charge you the advertised rates for the products and services. We reserve the right to change these at any time. Any additional services added are payable at the time they are requested.

4. MARKETING

Howard Cundey Live will use its discretion to advertise your property in the way it feels is most effective, through various different mediums for example; website, publications and property portals.

You will be able to control many aspects of the marketing of your property via your own personal property hub assigned to you by Howard Cundey Live. You are responsible, whatever the nature of the products and services you use, to ensure that all descriptions, photographs, floor plans and information uploaded and/or used in any advertising and marketing are accurate, current and are not misleading. If any of the information you provide or approve is found to be in breach of these terms, it will be removed immediately. There will be no full or partial credit in respect of advertised rates under these circumstances.

5. 'FOR SALE' BOARDS

The Town and Country Planning (Control of Advertisement) Regulations 1992, requires the display of only one 'for sale' board of limited size, and you agree not to allow the display of any other 'for sale' board while the Howard Cundey Live board is displayed. There is no charge for displaying a 'for sale' board. The board is the property of Howard Cundey Live and it is your responsibility to ensure that it is safe and secure and preserved for collection once the property is sold or is withdrawn from the market. If the board is not returned in a condition that we are able to use it again, or not returned at all, we will charge you to replace the board at the rates in force at that time.

6. OPEN HOUSE VIEWINGS SERVICE & KEYS

All viewings will be arranged and recorded through your property hub. Howard Cundey Live will provide you with the name of any persons wishing to view and the proposed appointment date and time.

If you opt to use our open house viewings service, Howard Cundey Live will conduct the viewings on your behalf. You will be notified of dates, times and names through your property hub. If Howard Cundey Live are managing your viewings, we require your cooperation to ensure that the property is ready and prepared for viewings, in a safe condition and that our staff member has access to the property at the date and time of the viewing. You should be aware of the above points and we require that you check with your insurers that you have public liability included, which is usual with most home owner policies.

Viewing Feedback: We will request feedback from every person who has viewed or was due to view your property. The feedback (if given) will be available to view in your property hub.

Keys: If you have taken up the Open House Viewings service, and you will not be in attendance to provide access to your property, then it will be necessary to provide Howard Cundey Live with keys for the specific date. Howard Cundey Live will not hold keys on your behalf, and they will be handed back on the day that the open house viewing is concluded.

8. ADDITIONAL SERVICES

We offer various additional services for an extra fee associated with each item. You agree to be bound by the terms associated with that additional service, if applicable.

Local advertising, preparation and distribution of standard sale particulars, at Howard Cundey Live's discretion, is included in the fee. Special national and regional advertising, colour illustrated brochures, professional photography etc., shall be charged separately. You will only be liable for such charges if you have agreed in writing in advance and you will be obliged to pay upfront prior to Howard Cundey Live undertaking the additional service(s).

9. ENERGY PERFORMANCE CERTIFICATE (EPC)

It is a legal requirement for you to have an EPC in place, or to have a pending appointment to have an EPC carried out through Howard Cundey Live. Due to this legal requirement, we are unable to publish the advert for your house sale until you have either provided an EPC or arranged an appointment through us.

10. SERVICES TO PURCHASERS & VENDORS

To help buyers and Sellers with their move, Howard Cundey Live has teamed up with strategic partners to offer a range of useful services that will make the moving process easier and smoother. In return for these services, Howard Cundey Live will receive a fee

or commission. Examples include financial advice; the sale of a prospective purchaser's property, the sale of furniture and effects; conveyancing/legal advice; referral to contractors, architects, surveyor and property auctions etc.

11. IMPORTANT NOTICE

Whilst we will make all reasonable efforts to ensure that our services and products are available at all times, Howard Cundey Live does not guarantee that your access to any of the products will be uninterrupted or error free. We will make reasonable efforts to ensure that all content submitted by you to us will be secure. We cannot guarantee that your online portal, systems or the website will be free from loss, corruption, attack, viruses, 'worms', 'trojan horses' or other harmful security intrusions. you are responsible for backing up your own system periodically.

12. CONSUMER PROTECTION REGULATIONS 2008 & BUSINESS PROTECTION REGULATIONS 2008

These regulations impose a duty on all Estate Agents to give 'necessary information' to any consumer so that they can make an 'informed transactional decision' - even when a you might prefer us not to. Breaches can result in civil *and criminal* penalties. You need to be aware that there may be occasions when our obligations to you may be overridden by these regulations. Whilst as Agents we take every care in preparing property marketing, we rely on you for certain information. You should check the marketing information carefully and confirm to us that the information is correct.

You and Howard Cundey Live must use your best endeavours to ensure that all information about the property contained in any marketing is correct and free from any misrepresentation which could give rise to any action, claim, demand or prosecution by any person or statutory body. You hereby agree and undertake to indemnify Howard Cundey Live against all losses, costs, expenses, claims, commissions, settlements, fines, damages or other liabilities incurred by Howard Cundey Live arising out of or in connection with any breach by you of your obligations set out in this provision.

13. ESTATE AGENTS ACT, 1979

Under the Estate Agents Act, 1979, an agent is required to disclose to the prospective Purchaser(s) any personal interest that may exist between you and Howard Cundey Live. This includes any family or business relationship, or association, between you and any personnel of Howard Cundey Live. If there is any such relationship or association, please indicate below under '**MARKETING INSTRUCTIONS**' the nature and extent of it.

Notice of Right to Cancel:

You have the option to change your mind and cancel this agreement within 14 days unless you signed it on our business premises.

You can cancel the agreement by delivering or sending (by post or email) a written cancellation notice to the person indicated on the Cancellation Notice below at any time within 14 days of receipt of this notice, which is deemed to be delivered on signing this agency agreement

Similarly, when an appropriate stage is reached Howard Cundey Live must disclose any form of relationship or association (if known) regarding a prospective purchaser.

14. VAT

Value added tax is payable on all accounts rendered by Howard Cundey Live wherever you may live. The pricing with this service agreement is inclusive of VAT.

15. DATA PROTECTION ACT, 1998

Howard Cundey Live is a trading name of Howard Cundey LLP. Information about your property will appear on websites such as howardcundey.com, primelocation.com, rightmove.co.uk, etc. Your personal data may be provided to strategic partners to offer you a range of useful services that will make the moving process easier and smoother, for example; conveyancing, surveying and financial services.

16. COMPLAINTS

If you have a complaint please contact Howard Cundey Live for details of our Complaints Handling procedure. If complaints cannot be resolved by us they may be referred to the Ombudsman Services (Property).

17. MISCELLANEOUS

It is accepted that Howard Cundey Live will not be liable for any indirect or consequential loss, damage, cost or expense of any kind. It is accepted that Howard Cundey Live shall not be liable to you or be deemed to be in breach of this contract with you by reason of any delay of Howard Cundey Live performing any of its obligations under this contract if the delay or failure is due to any cause beyond Howard Cundey Live's reasonable control.

You acknowledge that in instructing Howard Cundey Live you have not done so on the basis of, and you do not rely on, any representation, warranty or other provision not expressly provided for in these terms of business.

If any provision of this Service Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the provisions of this Service Agreement and the remainder of the provision shall not be affected. This Service Agreement shall be governed and construed in accordance with English Law. You hereby give permission for Howard Cundey Live, at their discretion, to incorporate images and information relating to the sale of the property (excluding specific sale prices) in promotional material for Howard Cundey Live when produced and distributed during the sale of the property and after an unconditional exchange of contracts has taken place

Providing Services to you before expiry of Cancellation Period:

If you wish us to begin marketing your property and/or providing services to you before expiry of the cancellation period you must agree in writing.

If you then use your cooling off right to cancel this agreement you will be required to pay for our reasonable costs in providing the goods and services supplied to you ("cancellation costs").
