

TERMS & CONDITIONS

IMPORTANCE NOTICE

It is a requirement of the Estate Agents Act 1979 that You understand and accept Our Terms and Conditions prior to instructing Us on the sale of your Property.

Please submit your Order, incorporating these Terms and Conditions, by completing and sending Us the Property Information Form and a signed and dated copy of these Terms and Conditions, either by email (in PDF or JPEG format) to miltonkeynes@homesonweb.co.uk, or by hand or first class post to Homes On Web Ltd, 3 Lodge Farm Business Centre, Castlethorpe, Milton Keynes, MK19 7ES.

1. INTERPRETATION

1.1 In these Terms and Conditions, the following definitions and rules of interpretation shall, unless the context otherwise requires, have the following meanings:

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

“**Completion Date**” means the date of on which sale of the Property is completed;

“**Completion Fee**” the Fee (if any) payable by You to Us on the Completion Date;

“**Contract for Sale**” means the unconditional contract for the sale of the Property;

“**Estate Agency Services**” means the anytime estate agency services to be provided by Us as set out in these Terms and Conditions on either a Sole Agency or Multiple Agency basis in accordance with Option selected by You;

“**Event outside Our Control**” is as defined in clause 9;

“**Exchange of Contract**” exchange of the Contract For Sale;

“**Fee**” means the Upfront Fee and or Completion Fee payable by You to Us in consideration of the Services provided by Us as calculated by reference to the Services and the Property Information Form, and where applicable the Selling Price;

“**Fee Option**” means the choice of an Upfront Fee or Completion Fee or combination of the both;

“**Multiple Agency**” is as defined in clause 5.3;

“**Option(s)**” means the options relating to the Services and Fees as selected by You and set out in the Property Information Form;

“**Order**” means your Order for the Services, as set out in the Property Information Form, to be provided in accordance with these Terms and Conditions;

“**Other Services**” means commissioning an energy performance certificate and/or a Rightmove Premium Listing in respect of the Property if selected by You as part of the Options;

“**Property**” means the freehold or leasehold property as set out in the Property Instruction Form;

“**Property Information Form**” means the property instruction form attached to these Terms and Conditions;

“**Purchaser**” means the Purchaser of the Property;

“Rightmove Premium Listing” the premium listing option offered by Rightmove from time to time;

“Sale Price” means the final agreed selling price of the Property, as set out in the Contract for Sale;

“Services” means the Estate Agency Services and if applicable the Option Services;

“Sole Agency” is as defined in clause 5.2;

“Term” means the date We accept your Order for a term of 12 weeks or such other period as is specified in the Property Information Form;

“Upfront Fee” means the non-refundable upfront fee to be paid by You to Us prior to the commencement of the Services (if any).

“We/Our/Us” means Homes On Web Limited Registered in England and Wales with company number 9059818 whose registered offices is at 3 Lodge Farm Business Centre, Castlethorpe, Milton Keynes, MK19 7ES trading as Homes On Web Ltd.

“You” means the beneficial owner(s) of the Property or person(s) with authority of the beneficial owner(s) of the Property to sell the Property whose name is listed in the Property Instruction Form;

1.2 Clause headings shall not affect the interpretation of this Agreement, and save where the context otherwise requires, references to sub-clauses and clauses are to sub-clauses and clauses of these Terms and Conditions.

1.3 Unless the context otherwise so requires, references to statutory provisions include those statutory provisions as amended or re-enacted and references to any gender includes all genders and the singular shall include the plural and vice versa.

1.4 When We use the words "writing" or "written" in these Terms and Conditions, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the Terms and Conditions on which We supply Services to you.

2.2 Please ensure that you read these Terms and Conditions carefully, and check that the details on the Property Information Form and in these Terms and Conditions are complete and accurate, before you sign and submit the Order and these Terms and Conditions. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Order.

2.4 These Terms and Conditions will become binding on you and Us when We contact you to tell you that We are able to provide you with the Services, which We will also confirm in writing to you, at which point a contract will come into existence between you and Us.

3. CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms and Conditions from time to time following changes in relevant laws and regulatory requirements.

3.2 If We have to revise these Terms and Conditions under clause 3.1, We will give you at least one month's written notice of any changes to these Terms and Conditions before they take effect. You can choose to cancel the contract in accordance with clause 10.

3.3 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 10.

4. PROVIDING SERVICES

4.1 We will supply the Services to you from the date We accept your Order for the Term.

4.2 Subject to clause 4.3 We guarantee that the Property will be listed for sale on Our website which is www.homesonweb.co.uk. Third party website portals are subject to change, they may not be controlled by Us and We do not guarantee continued presence on these websites, although it is Our policy to continue to maintain, expand and improve Our property portal networks at all times.

4.3 We reserve the right to remove the Property details from Our website after the Term, or if We are unable to contact You for a period of 3 calendar months or if performance of the Services are suspended in accordance with these Terms and Conditions.

4.4 We shall notify You of all offers to purchase the Property in writing and verbally within a reasonable time.

4.5 We will make every effort to perform the Services promptly. However, there may be delays due to an Event Outside Our Control. See clause 9 for Our responsibilities when an Event Outside Our Control happens.

4.6 We will need certain information from you that is necessary for Us to provide the Services, for example, arrangements for access to the Property and the proposed Selling Price. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If We suspend the Services under this clause 4.6, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay the Upfront Fees.

4.7 We may have to suspend the Services if We have to deal with technical problems or to make improvements to our web-site. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency.

4.8 If you do not pay Us the Upfront Fees (if any) when you are supposed to, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts. We will contact you to tell you this. This does not affect Our right to charge you interest under clause 7.9.

5. SOLE OR MULTIPLE AGENCY

5.1 In accordance with the Option You selected, We will either provide the Services of a Sole Agency or a Multiple Agency, descriptions of which are set out at 5.2 and 5.3 below.

5.2 Sole Agency

- (a) All negotiations for the sale of the Property shall be carried out by Us.
- (b) You will be liable to pay the Completion Fee (if applicable) to Us if there is an Exchange of Contracts in accordance with clause 7.2:
 - (i) with a Purchaser introduced (as defined at 5.4 below) by Us during the Term; or
 - (ii) with a Purchaser with whom We had negotiations about the Property during the Term; or
 - (iii) with a Purchaser introduced by another agent or web-site/portal other than Our own during the Term.
- (c) The Sole Agency agreement shall run from the day the Services commence until terminated or varied by either party by giving 30 days notice in writing.
- (d) If the Property has not sold before the Term expires, the Term can be extended by You for an additional 6 months for £199 plus VAT (£238.80 in total). Such fee shall not include an additional fee payable in respect of a Rightmove Premium Listing.
- (e) You agree that in return for Us marketing the Property for Sale We shall be entitled to the Completion Fee on sale of the Property to a Purchaser we have introduced even where we are not the effective agent as sale.

5.3 Multiple Agency

- (a) You shall be free to instruct more than one estate agent to market the Property.
- (b) You will be liable to pay the Completion Fee to Us if there is an Exchange of Contracts in accordance with clause 7.2:
 - (i) with a Purchaser introduced (as defined at 5.4 below) by Us during the Term; or
 - (ii) with a Purchaser with whom We had negotiations about the Property during the Term.
- (c) If an Exchange of Contracts with a Purchaser introduced by Us (as defined at 5.4 below) or with whom We had negotiations about the Property during the Term, occurs within 6 calendar months of the expiry of the Term, the Completion Fee will become payable by You in full and this clause shall survive termination of the contract.
- (d) You shall notify Us if You instruct another estate agency to sell the Property. As soon as another estate agency is instructed to sell the Property during the Term, a Sole Agency contract shall become a Multiple Agency contract and in the event that You have chosen Sole Agency Option 3 the Completion Fee shall increase to the Multiple Agency Option 3 as specified in the Property Information Form.

(e) You confirm that another estate agent has not already introduced a prospective purchaser as at the date you place the Order.

(f) You acknowledge that if prior to placing your Order the Property was marketed by another agent or website/portal other than Our Own on a Sole Agency basis then you may be obliged to pay that agent/website as well as Us.

5.4 A Purchaser introduced by Us is anyone who has learned about the Property through Our activity either directly or through a third party. This can include, for example: advertisements, office displays, sales details, 'For Sale' boards (**Sale Boards**), internet advertising, leaflets and any other verbal or written activity. It is possible for Us to be the introducer even where there is another agent instructed.

5.5 In consideration of Us marketing the Property for Sale We shall be entitled to the Completion Fee on sale of the Property to a Purchaser we have introduced even where we are not the effective agent as sale.

6. IF THERE IS A PROBLEM WITH THE SERVICES

6.1 In the unlikely event that there is any defect with the Services:

- (a) please contact Us and tell Us as soon as reasonably possible;
- (b) please give Us a reasonable opportunity to repair or fix any defect; and
- (c) We will use every effort to repair or fix the defect within as soon as reasonably practicable.

You will not have to pay for Us to repair or fix a defect with the Services under this clause 6.1.

6.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms and Conditions will affect these legal rights.

7. FEES

7.1 You must select an Option as part of Your instruction to Us to act as Your agent. You must indicate your chosen Option on the attached Property Instruction Form. Our Fees may change at any time, but fee changes will not affect Orders that We have confirmed with You.

7.2 In the event that a Purchaser is introduced to You or the Property by Us or a Purchaser has entered negotiations about the Property with Us during the Term, and Exchange of Contracts happens, You will become liable for payment of our Completion Fee in accordance with the appropriate Option You have selected on Exchange of Contracts.

7.3 Subject to clause 7.6 below, settlement of the Completion Fees shall be made on Your behalf by Your conveyancer in preference to any other fees and disbursements, save for conveyancing fees, and Your acceptance of these Terms and Conditions shall act as authority for Your conveyancer to settle the Completion Fees in accordance with these Terms and Conditions.

7.4 Payment of the Completion Fee plus VAT shall be made out of the proceeds of sale, which shall be paid to Us within 3 Business Days of the Completion Date.

7.5 Payment of the Upfront Fee shall be made when you submit your Order. If your Order is rejected the Upfront Fee will be refunded in full within 3 Business Days of your Order being rejected.

7.6 Upfront Fees can be paid either:

- (i) by cheque which should be made payable to “Homes On Web Ltd”; or
- (ii) by payment directly into Our nominated bank account.

7.7 The Fees payable by You to Us in accordance with these Terms and Conditions are exclusive of any VAT which may be chargeable, and which will be payable where required in addition to the Fee at the rate for the time being prescribed by law.

7.8 In default of the appointment of a conveyancer, or where payment is not made by Your conveyancer in accordance with clauses 7.3, You agree to pay the Fee directly to Us within 3 Business Days of the Completion Date.

7.9 If You do not make any payment due to Us by the due date for payment, We may charge interest to You on the overdue amount at the rate of 3% a year above the base lending rate of National Westminster Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount. However, if You dispute an invoice in good faith and contact Us to let Us know promptly that You dispute it, this clause 7.9 will not apply for the period of the dispute.

8. OUR LIABILITY TO YOU

8.1 If We fail to comply with these Terms and Conditions, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms and Conditions or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time we entered into this contract.

8.2 We will make good any damage to the Property caused by Us in the course of performance of the Services. However, We are not responsible for the cost of repairing any pre-existing faults or damage to the Property that We discover in the course of performance by Us.

8.3 We shall not, to the extent permitted by law, be liable for any damages, loss or consequential loss arising (directly or indirectly) from viewings, inspections or other attendances at the Property, or inappropriate use of any Sale Board which may be erected at the Property.

8.4 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; or
- (b) fraud or fraudulent misrepresentation.

9. EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms and Conditions that is caused by an Event Outside Our Control.

9.2 An Event Outside Our Control means any act or event beyond Our reasonable control.

9.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms and Conditions:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

9.4 You may cancel the contract if an Event Outside Our Control takes place for longer than 2 weeks and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 10. We will only cancel the contract if the Event Outside Our Control continues for longer than 2 weeks in accordance with Our cancellation rights in clause 10.

10. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

10.1 You may cancel any Order by providing written notice:

- (a) at any time before We acknowledge receipt of your Order; OR
- (b) where the Order is made outside of Our business premises in the presence of one of our staff or where the Order is placed at Our business premises immediately following a meeting outside of Our business premises in the presence of one of our staff, within 14 days of placing the Order (**Cooling Off Period**);

You may exercise the right to cancel by sending us a cancellation notice in the form of the draft set out below.

10.2 If You cancel an Order in accordance with clause 10.1 and You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You;

10.3 However, if You cancel an Order under clause 10.1 in circumstances where You had requested that work commence immediately, and We have already commenced work on your Order at the date of receipt of your cancellation notice, You will pay Us any costs reasonably incurred by Us in starting to fulfil the Order, and this charge will be deducted from any refund that is due to You or, if no refund is

due to You, invoiced to You. You acknowledge and agree that in such circumstances you shall not be entitled to a refund of Upfront Fees paid for the EPC if the inspection of the Property has taken place or in relation to the Accompanied viewing option if we have already conducted viewings, Rightmove Premium Listing if instructions have been issued to Rightmove to list the Property or in relation to the Commission Fee if marketing of the Property has already commenced prior to receipt of your notice of cancellation. We will tell You what these costs are when You contact Us.

10.5 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

- (a) We break this contract in any material way and We do not correct or fix the situation within 5 Business Days of you asking Us to in writing;
- (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
- (c) We change these Terms and Conditions under clause 3.1 to your material disadvantage;
- (d) We are affected by an Event Outside Our Control for more than 2 weeks.

11. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

11.1 We may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control or the unavailability key personnel or key materials without which We cannot provide the Services. If this happens:

- (a) We will promptly contact you to let you know;
- (b) if you have made any Upfront Payment for Services that have not been provided to you, We will refund these amounts to you.
- (c) where We have already started work on your Order for Services, We will not charge you anything and you will not have to make any payment to Us.

11.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any Upfront Payment in advance for Services that have not been provided to you, We will refund these amounts to you.

11.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if you break the contract in any other material way and you do not correct or fix the situation within 5 Business Days of Us asking you to in writing.

12. GENERAL TERMS

12.1 We shall prepare a set of property particulars on Your behalf. All information on Our website and all information provided to Purchasers and You directly cannot be guaranteed as accurate and does not form part of any contract. You must approve your Property details before marketing of the Property can commence; this can be confirmed by signing a proof copy of the details of the Property.

12.2 We are members of The Property Ombudsman (TPO) and abide by TPO Code of Practice (a copy of the consumer guide can be provided on request). You agree that we may disclose your contact details to TPO if it asks for them, to assist in their monitoring of Our compliance with the Code of Practice.

12.3 We operate in accordance with and are registered under the Data Protection Act 1998.

12.4 We may offer You and prospective Purchasers additional services via our partners such as Mortgages, Insurances, Conveyancing services, Surveys and EPCs from which We may derive a commission. We are not obliged us to account to or share such commission with You.

13. INFORMATION ABOUT US AND HOW TO CONTACT US

13.1 We are a company registered in England and Wales. Our company registration number is 9059818 and Our registered office is at: 3 Lodge Farm Business Centre, Castlethorpe, Milton Keynes, MK19 7ES. Our registered VAT number is 189803069.

13.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Us at 01908 969091 or by e-mailing Us at miltonkeynes@homesonweb.co.uk.

13.3 If you wish to contact Us in writing, or if any clause in these Terms and Conditions requires you to give Us notice in writing (for example, to cancel the contract for services which We have started to provide), you can send this to Us, by hand, or by pre-paid post to Homes On Web at 3 Lodge Farm Business Centre, Castlethorpe, Milton Keynes, MK19 7ES or by e-mailing Us at miltonkeynes@homesonweb.co.uk. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

14. INDEMNITY

14.1 You shall indemnify, Us and ours directors, employees and agents, against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Us or ours directors, employees and agents arising out of or in connection with any claim made in respect of the Property or any mis-description thereof that arises wholly or partially out of any act or omission committed by You.

15. ADVERTISING

15.1 You authorise Us to advertise details including, without limitation, the address of the Property, its asking price, photographs and plans of the Property on our website, other websites advertising the sale of properties, magazines and newspapers and in any other such media as We deem in our sole discretion reasonable in order to achieve a sale of the Property.

16. ENERGY PERFORMANCE CERTIFICATE (EPC)

16.1 An EPC must be ordered in respect of the Property before it can be offered for sale. We can only market your Property after the EPC has been ordered. The cost of the EPC is non refundable once ordered unless you Order is cancelled in accordance with clause.

17. SALE BOARDS/ ADDITIONAL SERVICES

17.1 Only one Sale Board may be displayed at the Property at one time. We request that You do not erect or display any other estate agents' Sale Board for the duration of the Term. Sale Boards supplied by Us remain Our property at all times.

17.2 You are responsible for the Sale Board whilst it is situated on your Property. You must notify Us if the Sale Board needs to be re erected for any reason.

17.3 You must notify Us as soon as reasonably practical when the Sale Board needs to be collected.

18. WARRANTIES

18.1 You hereby warrant and covenant that:

- (a) You have the necessary authority, power and capacity to enter into this Agreement; and
- (b) You are either (i) the beneficial owner of the Property, or (ii) have the authority from the beneficial owner to sell the Property on these terms.

19. MONEY LAUNDERING

You agree to provide Us with all the information as may be required by Us in order to comply with the current Money Laundering Regulations in force. From time to time

20. JURISDICTION

20.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

21. Third party companies

We will introduce to you, the buyer / tenant or any prospective buyer / tenant (where we deem appropriate and / or necessary) third party services ("the services") such as mortgages, insurance, letting services and conveyancing but only where we reasonably believe that the services being provided are in the best interests of you, the buyer / tenant or prospective buyer / tenant and further that the third party companies are capable and required to, provide an exceptional service.

21.1

We may receive commission for introducing you but only when you agree to take advantage of such products or services. You may decide of your own free will and we will never pressurise or require you to use such products or services. You hereby expressly agree and accept that in the event that we introduce a product or service from a third party company that we may accept a payment or commission as a result of that introduction.

Please tick this box [] if You agree for Services to commence immediately. You acknowledge that You have read and understood clause 10.3, and may be liable to pay for any Services provided during the Cooling Off Period. In particular if you tick this box during the Cooling Off Period You will still be liable to pay for the Energy Performance Certificate if the inspection of the Property has taken place, the Accompanied viewing option if we have carried out viewing appointments, the Rightmove Premium Listing if instructions have been issued to Rightmove to list the Property and will not be entitled to a refund of any Upfront Fees including but not limited to the Commission Fee if marketing of the Property has already commenced prior to receipt of your notice of cancellation.

I/We confirm that I/We have read and understood and agree and accept the Terms and Conditions:

Signed..... Name..... Date..... (Client) (Please print)

Signed..... Name..... Date..... (Client) (Please print)

Signed..... Name..... Date..... (Homes On Web)

Right to Cancel

You have the right to cancel the contract made between us within 14 days of receiving our acceptance of Your Order (“Cooling Off Period”). This right may be exercised by sending us a cancellation notice within the Cooling Off Period.

If you elected for us to start work immediately, you will not be entitled to a refund of any Upfront Fees for the EPC if the inspection of the Property has taken place or in relation to the Accompanied Viewings if we have carried out viewing appointments, Rightmove Premium Listing if instructions have been issued to Rightmove to list the Property or in relation to the Commission Fee if marketing of the Property has already commenced prior to receipt of your notice of cancellation.

The notice of cancellation must be in writing can be sent to us by hand, or by pre-paid post to Homes On Web at 3 Lodge Farm Business Centre, Castlethorpe, Milton Keynes, MK19 7ES or by e-mailing Us at miltonkeynes@homesonweb.co.uk.

You can but are not obliged to use the following form to cancel the contract.

Re [Insert address of property to be sold].....

I/We hereby give notice that we wish to cancel the contract relating to the above Property as follows (delete as appropriate)

Sole Agency/Multiple Agency

EPC

Rightmove Premium Listing.

Accompanied Viewings

Signed

Date