

TERMS OF BUSINESS FOR RESIDENTIAL SALES

Terms & Conditions

Please read the terms set out below and confirm your acceptance of these terms and conditions and as confirmation that we have correctly interpreted your instructions by signing at the bottom of the end page as stated.

Terms of this agreement

1. Definitions and Interpretation of Words and Phrases used in these Terms

1.1. Within this agreement the following words or phrases shall, unless the context otherwise requires, have the following meanings:

“Buyer”	The person(s) buying the Property.
“Completion Date”	The date of the completion of the sale and purchase of the Property.
“EPC”	Energy performance certificate.
“Exchange date”	The date of which contracts of the sale of the Property are legally exchanged and are legally binding.
“Sale Price”	The amount you agree to sell your property for
“Sold” or “We”	Sold.co.uk is a trading style of Sold Estate Agency Services Ltd a company registered in England, company registration number 09650244, with its registered office being 10 Queen Street Place, London, EC4R 1AG.
“On the market”	This means that your Property is being listed on our chosen property portals
“Property”	The property you have instructed us to sell.
“Seller” or “You”	The person or persons who have instructed us to sell the Property.
“Welcome Email”	The email sent to you on or around the date of this contract.

Prince Frederick House,
35-39 Maddox Street
London
W1S 2PP

T: 0203 651 8305
W: www.sold.co.uk

1.2. If the Seller is more than one person, each person shall have joint and several liability under this contract, which means each person who is a Seller is responsible for fulfilling his or her obligations under this contract individually and together.

1.3. When we use the words "writing" or "written" in this contract, this includes emails and messages sent to you.

2. Information about us and how to contact us

2.1. Sold.co.uk is a trading style of Sold Estate Agency Services Ltd a company registered in England, company registration number 09650244, with its registered office being 10 Queen Street Place, London, EC4R 1AG.

2.2. You can contact us by telephoning on 0203 651 8305 or by writing to us at our address above or via email at info@sold.co.uk.

2.3. Calls to Sold.co.uk on 0203 651 8305 will be charged at the geographic rate charged by your telecoms provider.

3. Sale Price

3.1 You are agreeing to sell your property for **[AMOUNT]**

3.2 You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the Property are exchanged:

3.2.1; with a Buyer introduced by another agent during that period (**Sole Selling Agents**) (A minimum fee of £3,000 or 1.5% on properties over £170,000 will apply)

3.2.2; and if you attempt to sell directly to any buyer introduced by us (you will be liable to pay the fee we would have received)

3.3 You have the right to reject any offer.

3.4 It is our policy to be paid any Fee due directly from your solicitor no later than 10 days after the Completion Date. If payment is not received, we will contact you for payment directly and you agree to pay the Fee no later than 10 days after we contact you.

3.5 You appoint us as sole selling agents in respect of the Property for a period of **28** marketing days. This will roll into a further 28 marketing days each month if notice is not given by the 21st day of each month

4. Services provided by Sold

4.1 We are **not** agreeing to purchase your home but will promote your property to our investor database and our chosen property portals. We take our fee from the buyers.

5. Describing the Property and Marketing

5.1 You agree to cooperate with us in connection with the sale of your Property and to provide such information as we may reasonably request in connection with the Property within a reasonable time of us asking for it.

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- 5.2 Any information you supply about the Property shall be accurate and not misleading.
- 5.3 At our absolute discretion we may choose not to publish information you provide to us about the Property. We will usually only do this if we think the information may be inaccurate or misleading and may not comply with the law.
- 5.4 You may be liable for losses we suffer as a result of you providing information to us that is false or misleading. You may also be directly liable. Therefore, you must use all reasonable efforts to ensure that all information you provide to us or add to any marketing listing is accurate and not misleading.

6 Offers received for your Property and sales notification

- 6.1 Sold confirms that (unless instructed to the contrary in writing by you, the seller) it will forward to you promptly and accurately in writing (which includes email correspondence), all offers from prospective Buyers.
- 6.2 Sold will prepare and send out sales memorandum letters or emails on your behalf and on behalf of the prospective Buyer(s) of your Property, these letters shall be sent to both sets of solicitors involved and a copy shall also be sent to you and your prospective Buyer. This may be sent via email if an email address is supplied.

7 Your obligations as the Seller(s)

- 7.1 Each Seller hereby warrants and covenants that the following statements are correct:
- 7.1.1 each Seller has the necessary authority, power and capacity to enter into this agreement (including the consent of the other legal owners of the Property); and
- 7.1.2 each Seller is the legal and beneficial owner of the Property or has the authority from the beneficial owner to sell the Property on the above terms.

8 For Sale Boards

- 8.1 Sold will install a 'for board' within 5-10 working days of the agent's visit to the Property. After your Property is under offer the board will be changed to Sold (subject to contract)
- 8.2 Town & Country planning Act 1990 (As Amended). Each Borough Council will have their own rules and regulations, which you must adhere to. Due to our National operation and coverage we cannot be held responsible for each council's rules and regulations. Any breach of council regulations will be your responsibility so we advise that if you are unsure as to whether you can display a for sale board that you seek advice of the local council.

9 Unoccupied property

- 9.1 Sold does not accept responsibility for the maintenance or repair of unoccupied property.

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10 Energy Performance Certificate (EPC's)

10.1 An EPC must be commissioned prior to the marketing of your Property commencing. Sold will market your home as soon as the EPC or evidence that one has been commissioned has been received.

11 Anti-Money laundering

11.1 Under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 the estate agent must carry out identity checks on both the Buyer and the Seller. We may ask you for additional information such as your passport or driving license number, which you agree to promptly provide.

General Terms

12 Exercising your right to change your mind (Consumer Contracts Regulations 2013)

12.1 For most services bought over the telephone or the internet you have a legal right to change your mind within 14 days. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in this contract.

12.2 You have 14 days after we confirm we accept your order, which in the case of a contract entered into by telephone or using our website is the day this contract is emailed to you. However, once we have completed the services you cannot change your mind, even if the period is still running.

12.3 To end the contract with us please let us know by contacting us (as described in clause 2.2)

13 Our Rights to End the Contract

13.1 We may end the contract at any time by writing to you if you do not:

13.1.1 within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services or comply with our legal obligations;

13.1.2 within a reasonable time, allow us access to the Property to supply the services.

14 Our responsibility for loss or damage suffered by you

14.1 If we fail to comply with this contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

14.2 We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal right for our services to be supplied with reasonable skill and care.

15 How we may use your personal information

15.1 We will use the personal information you provide to us:

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- 15.1.1 to supply our services to you;
- 15.1.2 to process your payment for the services;
- 15.1.3 to comply with our legal obligations, including but not limited to those referred to in clause 11; and
- 15.1.4 to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us or [by clicking the 'unsubscribe' link at the bottom of any promotional email communication from us.]

15.2 We will only give your personal information to third parties in order to provide the services under this contract or where the law either requires or allows us to do so.

16 Other important terms

- 16.1 We may transfer our rights and obligations under this contract to another organisation.
- 16.2 You may only transfer your rights or your obligations under this contract to another person if we agree to this in writing.
- 16.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to this contract.
- 16.4 Each of the paragraphs of this contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5 Sold shall not be in breach of this contract nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. These include, but are not limited to: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority; collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action or lockouts; interruption or failure of utility service.
- 16.6 If we do not insist immediately that you do anything you are required to do under this contract, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 16.7 This contract is governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

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CONFIRMATION OF INSTRUCTIONS		
Address of Property to be marketed:		Postcode:
Seller(s) Full Name(s)		
Seller(s) Address:		Postcode:
Mobile:	Home:	Work:
Email Address:		

I hereby give my full consent to SOLD.co.uk to market the property for sale.

I authorise all third party professional advisors acting on my behalf to disclose relevant details of the transaction to Sold.co.uk. That authority will extend to Mortgage Brokers, Solicitors, Estate Agents, Surveyors and Mortgage Lenders, together with any other relevant parties. But it is acknowledged that any matters of a confidential matter will be excluded from this authority.

Signed by legal owner

Signed on behalf of SOLD.co.uk

Izzy Lodge

Date:

Date: