

INTRODUCTION

Thank you for choosing Home Truths (Lancashire Limited) to sell your property for you. We recognise that this puts us in a position of trust which we will do our very best to honour in selling your home for the best price in a reasonable timescale, keeping you up to date and assisting you through the process.

Listed below are our terms and conditions which we invite you to read carefully. We have done our best to keep everything in plain English, however, do please give us a call if you have any questions on any aspect of our agreement.

TERMS & CONDITIONS

The Estate Agents Act 1979 (and the Orders and Regulations made under it) require agent's fees and terms of business to be confirmed in writing. Home Truths (Lancashire) Ltd terms of business are set out here, unless changed in writing.

"HOME TRUTHS", "We" or "Us" means Home Truths (Lancashire) Ltd registered number 5314619 whose trading address is 244, Spendmore Lane, Coppull, Chorley, Lancashire PR7 5DE.

"You" or "the Vendor" means the person(s) named in the Confirmation of Instruction form, his/her/their successors in the title or assigns or any person claiming through, or under the Vendor.

"The Property" means the Property specified in the Confirmation of Instruction form or any part thereof including any parking, fixtures and fittings and any furniture equipment or appliances belonging to the Vendor.

"Buyer" means a purchaser who is willing and in a position to proceed subject to the normal stages of the Conveyancing process

1. Types of Agency Disposals

- 1.1. Where We are instructed to act as Sole Agent, 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 (or conditional contracts that later become un-conditional) are exchanged with a purchaser introduced by Us during the period of our sole agency or with whom We had negotiations about the Property during that period, or with a purchaser introduced by another agent, full remuneration is still payable.
- 1.2. From time to time We are asked to act on a joint or multiple agency basis. Please discuss this with Us before proceeding in order to avoid double payment of fees. Where other agents have also been instructed with Us, a Multiple Agency Agreement, You will be liable to pay our fees (which may be greater with the exception of up front fees) and any other costs or charges agreed. If, at any time, unconditional contracts for the sale of the Property (or conditional contracts, that later become un-conditional contracts) are exchanged either with a purchaser introduced by Us or with whom We had negotiations about the Property during that period, full remuneration is still payable.
Home Truths reserves the right not to accept a joint agreement and, should You instruct another agent during the period of the agreement (including notice) without our agreement then an early termination fee of £500 will apply.
- 1.3. Fees are payable in full if the property is marketed by Us and You agree a private sale with a third party unless details of this party were given to us prior to entering in to the contract and we carry out no work on behalf of this private sale. Please note that this also includes part exchange schemes. If a private sale is agreed then our marketing fee of £300 is applicable.

2. Marketing & Promotion

2.1 Energy Performance Certificates (EPC)

An Energy Performance Certificate provides information on the energy efficiency of Your Property and is provided to potential purchasers. All properties offered for sale in England and Wales (subject to exemptions) require an EPC to be commissioned prior to the commencement of marketing. Please note that We must be in receipt of the EPC within 28 days of marketing in order to carry on with the marketing process.

2.2 Marketing and Advertising

Preliminary sales details as detailed in the Service Levels will be prepared to assist with the sale. Any additional marketing and/or advertising costs beyond our standard package are to be agreed and confirmed in writing between Home Truths (Lancashire) Ltd and You, the client. Where agreed, the cost and expenses of all additional promotional material will be borne by the client, and payable to Home Truths (Lancashire) Ltd upon receipt of an invoice.

2.3 Potential Purchaser Lists

We will use our Potential Purchaser lists and will ensure that appropriate parties are contacted as soon as reasonably practical after our instruction has been confirmed by You.

2.4 Sub-Agents

Home Truths (Lancashire) Ltd may sub-instruct one or more agent(s) or relocation agent(s), at no additional cost to You, unless otherwise agreed in writing.

2.5 'For Sale' Boards

Home Truths (Lancashire) Ltd will, where permitted, erect a 'For Sale' Board at the property. You should notify Us immediately if another board is displayed or is to be erected. Legally only one board per property is permitted and Home Truths' boards will comply with the Town and Country Planning (Control of Advertisements) Regulations 1987 as amended.

3. Payment of Professional Fees

3.1 With the exception of Up Front fees which are non-refundable, the full Fee is due on exchange of contracts, but by instructing Home Truths (Lancashire) Ltd We are willing to accept payment of the fee direct from Your solicitor on the legal completion date, from the proceeds of the sale, or within 12 Weeks of exchange of contracts if sooner. If a sale is agreed with a Buyer then, should You withdraw from the sale of Your property even prior to exchange of contracts, Home Truths reserves the right to charge a reasonable administration fee of £500 to cover costs of marketing.

3.2 The fee is payable upon the total sale price agreed for carpets, curtains, fixtures, fittings, furniture or equipment included within the sale not the initial marketing price.

3.3 Where additional marketing and advertising costs have been agreed in 2.2 We will issue an invoice and this will be payable by You immediately upon receipt of the invoice.

3.4 We reserve the right to charge You interest (both before and after any judgement) on any overdue fee invoices at the rate of 3% per annum above the base rate for the time being at HSBC Bank plc, from the date which is 28 days after the date of completion until payment is made, or, at the sole discretion of Home Truths (Lancashire) Ltd, any interest that may be due under the Late Payment Commercial Debts (Interest) Act 1998. Overdue marketing and advertising invoices payable under clause 2.2 will however attract interest from the date which is 28 days after the date of the invoice.

3.5 In the event that the Property is in, or is transferred into, the name of a company or joint venture and the entity is sold without the Property itself being sold, the Home Truths (Lancashire) Ltd reserves the right to charge a full fee which Home Truths (Lancashire) Ltd would otherwise have been entitled to as if the anticipated transaction had proceeded. The fee will be payable on completion of the sale of the shares in the entity.

4. The Property Misdescriptions Act 1991 Sales Particulars and Sales Information

4.1 A copy of the sales particulars will be sent to You by e-mail, post or by uploading to a national portal as agreed, for confirmation that all the facts and details relating to the Property are correctly stated. You must ensure that any information supplied to Us concerning the Property is accurate and not misleading. The Property Misdescriptions Act 1991 makes it an offence for both estate agents and property developers to make a false or misleading statement about a property, either verbally or in writing in sales material. This includes making statements that might give the wrong impression about a property, for example, the condition of the property and includes omitting facts, for example, noise levels and accessibility.

4.2 It is Your responsibility to ensure that all information You provide regarding the Property is complete and correct and that there are no other material facts known to You relating to the Property that may be relevant to Home Truths (Lancashire) Ltd in carrying out our instructions. You will reimburse Home Truths (Lancashire) Ltd for any losses arising under this paragraph.

5. Offers

5.1 Under The Estate Agent Act 1979, We are obliged to notify You in writing (this may be by email) of all offers received, together with any other relevant information about the offer. Unless You notify Us in writing to the contrary, We will assume that You are the only party to whom offers need to be submitted. A record of all offers made will be kept on our system and available for You to view on request.

6. Solicitor Appointment

6.1 Please contact Your solicitors to advise them that You are selling the Property and request that they obtain the title deeds and a draft sales contract in readiness for immediate dispatch once a sale has been agreed.

7. Money Laundering Regulations 2007

7.1 You agree to provide Us, upon request, identity verification information that We may require in accordance with the Money Laundering Regulations 2007 (for example, show Us the original, or forward a certified copy of Your passport/driving license and recent utility bill). We reserve the right to withdraw the property from the market and charge an administration fee of £300 should You not provide acceptable proof of identity.

8. Conflicts of Interest

8.1 The Estate Agents Act 1979 requires that Home Truths (Lancashire) Ltd should establish if clients or any potential buyers are related, however remotely, to any employee of Home Truths (Lancashire) Ltd. If this is the case, Home Truths (Lancashire) Ltd should notify the client immediately. In addition, You are also required to inform Us in writing immediately if You are aware that any such relationship exists.

9. Failed Completion

9.1 If after exchange of contracts You decide not to complete the sale, You will be liable to pay Home Truths (Lancashire) Ltd our full fee.

9.2 You undertake to notify Us of any exchange of contracts, where Home Truths (Lancashire) Ltd is entitled to a fee.

10. Termination

10.1 Our agency agreement is designed to be both fair and flexible in line with the guidelines issued by The Property Ombudsman. As We invest significantly in marketing Your property then We ask for a reasonable period in which to do so on a Sole Agency basis.

10.2 Either You or Home Truths (Lancashire) Ltd can terminate the agreement after 12 weeks from the date of this agreement on giving 4 weeks notice in writing to the other party i.e. 16 weeks minimum term. Should You unilaterally withdraw from the agreement at any time or instruct another agent We reserve the right to charge You £500 to cover marketing and administration costs. Should it become clear that during your contract with Us, You do not wish to, or are not in a position to sell your home by, for example, and including but not limited to, you take down your for sale board, do not accept viewings, offers, access for survey, refuse to set a date for exchange or completion etc then We reserve the right to charge you £500 termination costs.

11. Fees due

11.1 Our fee will still remain payable in full if contracts are exchanged during the period up to six months after this agreement has been brought to an end by either party and We introduced the buyer or had negotiations on Your behalf with the buyer during the period of this agreement. If You have decided to change Estate Agents then please make any new agent aware of any interest to avoid paying two sets of fees.

11.2 If no other Estate Agent is involved then the period in 11.1 increases to 2 years

12. Limitations on Liability

12.1 Home Truths (Lancashire) Ltd will not be liable for any acts or defaults committed by any other agent where We are instructed on a joint/multi agency basis.

12.2 If We hold keys to Your Property, Home Truths (Lancashire) Ltd may loan these keys to other estate agents, unless You instruct Us in writing to the contrary. Home Truths (Lancashire) Ltd will exercise reasonable care when loaning keys, but We have no liability arising from the actions of any third parties.

12.3 We will act with due care during viewings that We arrange. However, We are not responsible for the maintenance, repair or loss of any property or its contents. Where the property is vacant it is Your responsibility to ensure that mains services are turned off, water and heating systems professionally drained down and insurers notified.

13. Corporate Instructions

13.1 In the event that the owner of the Property is a corporation or trust, the individual who signs the Confirmation of Instruction on behalf of the corporation or trust, confirms that they have authority to do so and guarantees the payment of all sums due to Home Truths (Lancashire) Ltd under the sales agreement.

14. Complaints Procedure

14.1 Home Truths (Lancashire) Ltd operates a client redress scheme with The Ombudsman Service. Further details are available from www.tpos.co.uk

15. Governing Law

15.1 This Sales Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the High Court Justice in England.

