

# Terms & Conditions –

LT010/Jan 2018

## Terms and Conditions

Pursuant to the Estate Agents Act 1979 it is a requirement that you understand and accept our terms and conditions when instructing Hall & Thompson Ltd as selling or letting agents for your property. Please read the terms set out below.

If you wish to question anything about these terms please do not hesitate to contact us

## Information about Hall & Thompson Ltd

The Website is owned by Hall & Thompson Ltd, a company registered in England and Wales with the company registration number 10084778 and having its registered address at 22 Tamar Road, Hockley, Tamworth, B77 5QQ

## Terms of this agreement:

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

“Property” The property address for which you have instructed us to sell as stated at the end of this agreement under the term “Selling address”

“Sale Price” The price agreed with your buyer for the sale of the property

“Buyer” The person buying your property

“Seller” The owner of the property or the person given the benefit to, or who is entitled to sell, the property

“You” The owner of the property or the person given the benefit to, or who is entitled to sell, the property

“Exchange date” The date of which contracts of the sale of the property are legally exchanged and are legally binding

“Completion Date” The date agreed by both buyer and seller that is the completion of the sale/purchase

“Commission” The amount payable to Hall & Thompson in respect of our fees due from the introduction of a buyer who legally completed on the purchase of your property

“Hall & Thompson or We” Means Hall & Thompson Ltd, a company registered in England, company registration number, 10084778

“On the market” This means that your property is being listed on the Hall & Thompson website and/or our partner sites.

## Fee / Commission / Terms

2. All fees are to be paid in accordance with the sales agreed price and does not include for an Energy Performance Certificate. Should we arrange an EPC there will be an additional cost of £100.00 + Vat (if applicable) This will be payable prior to Hall and Thompson advertising the property for sale.

Package - which covers the valuation of your property, unlimited maximum number of professional photographs, a For Sale Board, floor plan, unassisted viewings, the chain fully managed to completion and includes a Rightmove or Zoopla listing ADVERTISED THROUGH ONE OF OUR PARTNERS WHO ARE BASED IN NUNEATON OR LEICESTER **all for just 1% of final selling price + Vat (if applicable)**

The total amount you must pay is payable upon your property sale completion. If the payment due date falls on a weekend or a bank holiday, then your payment will be due on the previous working day. Your agreement will be with Hall & Thompson Ltd. If you choose to cancel, any fees owing will be due immediately.

If within your 6 months agreement period you have sold your property by other means, Hall & Thompson have the right to ask for full disclosure of the purchaser's details.

When your property is sold/exchanged, your property will be taken off all portals.

**Important:** Hall & Thompson can suggest a panel of conveyancers to help you with the smooth sale of your property

2.1 Lettings: Your tenant find letting fee of £475 + VAT, plus a monthly management fee of 10% + VAT will allow your listing to show on our portal network. Once we have found our landlord a tenant that landlord must let us reference the tenant(s) and produce their tenancy agreement. Hall & Thompson will ensure the tenants deposit money is held by DPS, and it will be solely their responsibility. If the results of the tenants referencing comes back negative, the final decision whether to allow the tenants a tenancy agreement will be that of our Landlord. Should they wish for us to not proceed with this agreement the tenants will receive no refund. This is due to the expense of the referencing and the extra administration involved. If you (landlord) wish to perform your own referencing and write your own tenancy agreements there will be an administration charge of £220 paid for by the landlord to Hall & Thompson Ltd. In these circumstances Hall & Thompson's sole job will be to provide viewings while marketing the property for rent.

2.2 All prices listed on the Hall & Thompson property website are listed at the correct price at the time, changes to the prices can take place at any time.

2.3 If your property is being advertised by another agent, it is your responsibility to ensure you are allowed to advertise with us at the same time. If you advertise with us and you are not allowed to within your other agents terms of contract then we can stop your listing with us within 24 hours, and you may still be liable for fees as per the terms and conditions of your

contract. While you are advertising with more than one agent, you will be subject to our fees and if the other agent sells your property they will be entitled to their fee under their contract.

2.4 Your fee paid is for listing one property per fee.

3. Your listing is with Hall & Thompson and portal partners (which can change without notice). We confirm that the point of instruction we are a Member of the DPS scheme, and subscribe to its Code of Practice. Please ask us for a copy if you require one. By law you must comply with the Consumer Protection from Unfair Trading Regulations 2008 which prohibits businesses from engaging in unfair commercial practices. The Consumer Protection from Unfair Trading Regulations 2008 requires you to disclose any information of which you are aware in relation to the property in a clear, intelligible and timely fashion. Taking all reasonable steps to ensure that, all statements that you make about a property, whether oral, pictorial or written, are accurate and are not misleading and where information is given to potential buyers or their representatives, it is accurate and not misleading and that no material facts have been hidden or in any other way omitted. Answers to questions about the property must be truthful, materially complete and not misleading.

3.1 Hall & Thompson guarantees that your property is listed on the Hall & Thompson website which is [www.hall&thompson.co.uk](http://www.hall&thompson.co.uk) (I.T. problems not allowed for). Third party website portals are subject to change, they may or may not be controlled by Hall & Thompson and we do not guarantee continued presence on these websites, also sometimes these portals do encounter 'feed' issues with property listings and again, while they are correcting these feed issues Hall & Thompson is unable to offer any guarantee when the listing will be back up live and showing on that particular property portal although it is the policy of Hall & Thompson to upload all our property details on to our property portal networks at all times. Sometimes part of your listing may not entirely feed to our portal partners, it is your responsibility to check your listing and inform us of anything not showing correctly or any missing elements. **Rightmove or Zoopla listings are currently though one of our partner agents.** All listing are dependent on the timings and length of times the listing will run as set out in 3.2 below.

3.2 Your listing automatically receives **16** weeks of marketing during which time we will list your property on our website and all partner websites. The average time in the UK to sell a property is just over 2 months. If you do not wish to carry on marketing you do need to inform Hall & Thompson of this decision to ensure your property is de-listed.

3.3 Your initial listing with Hall & Thompson has a minimum listing of **16** weeks and will not be de-listed until you advise us otherwise. In the event we cannot contact you we will de-list your property and charges may be applied.

3.4 We will supply professional photographs and a description of your property. These will be accurate and uploaded onto our site. We will ask you to check these details and will be happy to accept any amendments you may wish to make. Once our agent has made a date to visit you, you are obliged to keep the appointment, any cancellations must have 1 working day notice, otherwise you will incur costs. If our agent arrives for his appointment and you are not at the property the agent will have to come back to verify your property again and this may incur an extra 'visit' charge of £100.00 if a photographer was booked and visited. If we have to cancel the visit due to you not wishing to continue your marketing, the allocated cost to us for our agents visit will not be refunded.

3.5 If you contact us to make a valuation of your property you should be contacted within 24/48 hours by our local agent to arrange a visit.

3.6 Our local agents currently cover the Tamworth area but can cover most of the UK with the exception of Southern Ireland. There are also areas of Wales (West and Central) and Scotland (North of Glasgow and Edinburgh) and Northern Ireland where coverage is minimal.

3.7 Regarding the price of your property, we can advise on valuations from the data we have which is pulled in from various sources such as Rightmove, Mouse Price and Land registry and takes into account national and regional trends in the housing market, however the price at which you decide to market your property will be solely down to your choice.

4. Rightmove Premium Listing and Rightmove featured properties may be available for an additional cost which you can discuss with a Hall & Thompson representative.

4.1 If you have or intend to order the Rightmove premium listing then it's important for you to know that this is a one-time activation that lasts for 6 months but only on a continued marketing basis. For example if you choose to de-list your property after 2 months of activation then your Rightmove premium listing will instantly come to an end. Premium listings do sometimes go live a number of days after your listing goes live. If you re-list the property at any time after this then you will no longer be able to use the premium credit unless you purchase another one. This is the way Rightmove operate the Premium option and not something we have control over.

4.2 Featured properties. If you order a featured property please allow up to 7 days for your featured property to appear.

## 5. Viewings / Offers received for your property

5.1 Once a viewing has been arranged, the confirmation email to the applicant will list the property address, the time of the viewing, and their respective contact details (name and phone numbers). If after confirmation has been sent, Hall & Thompson have no responsibility if the applicant does not show up for a viewing. Hall & Thompson will carry out viewings unless the vendor wishes to carry out all/some of the viewings.

5.2 Hall & Thompson confirms that (unless otherwise instructed in writing by you, the seller) pursuant to the Estate Agents Act 1979 we will forward to you accurately in writing (which includes email correspondence), all offers from prospective purchasers within 2 days.

5.3 Once a sale has been agreed, Hall & Thompson will prepare and send out a Memorandum of Sale by email or to you, and to both sets of solicitors involved and a copy shall be sent to your prospective purchaser.

5.4 Once you have an accepted offer we will forward your details to our recommended team of solicitors should you wish us to do so?

## 6. Your obligations as the Seller(s).

6.1 The Seller(s) hereby confirms and covenants that he/she/they have the necessary authority, power and capacity to enter into this agreement;

6.2 The Seller(s) hereby confirms and covenants that he/she/they are the beneficial owner(s) of the property; or have the authority from the beneficial owner to sell the property on the above terms.

6.3 Under the Money Laundering Regulations of 2003 we must carry out identity checks on both buyers and sellers of the properties that we market. Checks are completed using an electronic system and may require us to ask you for additional information such as your passport number or driving license number, which you must agree to provide on request.

6.4 The seller must provide an EPC or order an EPC for their property (and provide proof of their order if not done through us), if they order an EPC through Hall and Thompson and the assessor turns up to carry out the EPC and the seller then advises us they already have an EPC then there will be no refund for their ordered EPC. The cost of an EPC is £100 + Vat (if applicable)

## 7. Consumer Protection from Unfair Trading Regulations 2008

7.1 Your property details will be verified before marketing of the property can commence. Our local agent will approve your details.

7.2 To ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008 and to ensure that neither Hall & Thompson nor the seller becomes involved in any legal action, the Seller must inform Hall & Thompson immediately of any incorrect or materially incomplete information within the sales particulars from the outset or at any point during the marketing or sale.

7.3 Any amendments that you make to your property listing will be fully vetted by Hall & Thompson

7.4 Hall & Thompson reserve the right not to publish any information provided by the seller in order to comply with the Consumer Protection from Unfair Trading Regulations 2008. Also any other publication (our brochure for example); may be subject to change at any time.

7.5 The seller shall indemnify Hall & Thompson, its proprietors, directors, employees or agents against any claim made in respect of the Property or any misdescriptions herein that arises wholly or partially out of the act or default of the seller.

## 8. For Sale Boards

8.1 In order to meet the requirements of The Town & County Planning Regulations, which permit the display of only one For Sale board, we request that whilst a Hall & Thompson For Sale board is displayed, no other boards are erected. In most circumstances Hall & Thompson cannot state a definite date and time for the erection of your For Sale board.

## 9. Unoccupied property

9.1 Hall & Thompson cannot accept responsibility for the maintenance or repair of unoccupied properties during marketing or once a sale has been agreed.

## 10. Energy Performance Certificate (EPCs)

10.1 An EPC must be commissioned prior to marketing your property. Hall & Thompson will market your home as soon as the EPC or proof of order is available in full. If we provide your EPC then this is non-refundable once the home visit and EPC has taken place. The cost of an EPC is £100 + Vat (if applicable). To be paid by the seller to Hall and Thompson at the time of authorising Hall and Thompson to arrange an EPC to be carried out.

### Site Certification

11.1 Refunds may only be given as the discretion of the management. Where a refund is agreed, it will take into account all the costs already incurred by Hall & Thompson with regard to your marketing and including allowing a cost for the time spent as well as any external costs incurred for floor plans, EPC and brochures. Our current admin cost to set up a new vendor account is £250.00.

**11.2 At the end of the 16-week period contract the vendor/seller has the right to dispense with Hall & Thompson's services and instruct a new agent.**

12. Complaints. All complaints are to be made in writing and will be dealt with swiftly and professionally and in accordance to the guidelines set out by the property ombudsman. Your chosen conveyancer will work to a strict service level agreement. Hall & Thompson will always be available to assist you in any way to resolve any issues, but any complaints must be directed to your conveyancer.

### **Right to Cancel**

13. The Right to Cancel off-premises contracts is regulated by provisions contained in Part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

13.1 Contracts entered into off premises or at distance are all subject to a 14 day "cooling off period", **Where contracts are made off premises, you have the right to cancel the contract within a 14-day period**, starting the day after the day on which the contract was made, which is the date these terms and conditions are agreed. Where contracts are cancelled within the specified 14 day "cooling off period" no charges will be due.

13.2 In the event you wish to cancel the contract you must, within the 14 day "cooling off period", inform Hall & Thompson of your decision to cancel in writing or by email to [info@hallandthompson.co.uk](mailto:info@hallandthompson.co.uk)

### **Intellectual Property Rights**

14. You are expressly prohibited from:

14.1 Reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Service and the Website including without limitation, any information, articles, photographs, images or submissions in ups made available to you using the Services and the Website.

14.2 Removing, modifying, altering or using any registered or unregistered marks/logos/design owned by Hall & Thompson and/or its licensors, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of Hall & Thompson or could be considered an infringement of any of the rights in the intellectual property rights owned by and/or licensed to Hall & Thompson.

15 Referrals and introducer payments.

15.1 Referrals will have the right to opt-out of any future email campaigns upon receipt of their first email; or any subsequent ones.

15.2 Referral Incentive. Any member of Hall & Thompson can refer another person to Hall & Thompson, this can be done verbally, via email, internal messaging or via any referral scheme or competition that Hall & Thompson run. If in the event of a referral purchasing a package from Hall & Thompson, the member who passed on the referral may be entitled to an introducer or referral incentive. This may be in the form of money, vouchers or property marketing add-ons. This will be at the discretion and choice of Hall & Thompson.

15.3 Redemption of referrals. Where ever possible Hall & Thompson will have an audit trail of where the referral came from. Upon successful audits a referral fee will be authorised. In the event of Hall & Thompson's internal audit trail resulting in a dispute regarding the origination of the referral, proof may be required from the interested parties.

15.4 Upon authorised referrals, payments, vouchers, property add-ons will be dealt with within 14 days.

## **Photographs**

16. Photographs will be taken both externally and internally to be used to advertise the property for either sale or let.

Please confirm acceptance of our Terms & Conditions

**Print Name**

**Signature**

**Date**

**Time**