

Seller Name(s):	Telephone Number:
Property Address:	Date:

Fee Options* (Please select)		Sole Agency (If you are marketing your property with us only)
Bronze Pack	<input type="checkbox"/> (Tick)	£395 upfront, £0 Completion Fee
Silver Pack	<input type="checkbox"/> (Tick)	£195 upfront, £500 Completion Fee
Gold Pack	<input type="checkbox"/> (Tick)	£95 upfront, £900 Completion Fee
		Multiple Agency (If you are marketing your property with another agent)
Bronze Pack	<input type="checkbox"/> (Tick)	£395 upfront, £200 Completion Fee
Silver Pack	<input type="checkbox"/> (Tick)	£195 upfront, £700 Completion Fee
Gold Pack	<input type="checkbox"/> (Tick)	£95 upfront, £1,100 Completion Fee
Additional Requirements		
Energy Performance Certificate (£69 + vat)	<input type="checkbox"/> (Tick)	<input type="checkbox"/> Not Required
Scottish Home Report	<input type="checkbox"/> (Tick)	<input type="checkbox"/> Not Required
Solicitors Quote	<input type="checkbox"/> (Tick)	Quote for a Sale
	<input type="checkbox"/> (Tick)	Quote for a Purchase
Independent Financial Advice	<input type="checkbox"/> (Tick)	Sale or Purchase Financial Advice
Branding Requirements		
Erected For Sale Board	<input type="checkbox"/> (Tick)	£55 + vat
Rightmove Premium Listing	<input type="checkbox"/> (Tick)	£69 + vat
Featured Property (per week)	<input type="checkbox"/> (Tick)	£99 + vat
360 Virtual Tour	<input type="checkbox"/> (Tick)	£79 + vat
Money Laundering Regulations		
Money Laundering Regulations	<input type="checkbox"/> (Tick)	Copy of Passport / Drivers Licence
To be collected at the home visit, please have them ready as proof of ID	<input type="checkbox"/> (Tick)	Copy of Bank Statement or Utility Bill dated within the last 3 months

I / We confirm that I / We have read and understood the Terms of Engagement and by signing this document, I / We confirm that Surf4aProperty.com are instructed to act as an agent on my / our behalf.

Seller:

Full Name (s):	Date:
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*All pricing excludes VAT at 20%

It is a requirement of the Estate Agents Act 1979 that You understand and accept Our Terms and Conditions prior to instructing Surf4aProperty.com on the sale of your Property. Please note that You confirm Your acceptance of these Terms and Conditions either by filling in the details above, signing the last page, and handing the document to the visiting agent, returning the signed document to Us by email in PDF or JPEG format or by mail to the address below OR by ticking the accept terms and conditions box on Our website and then clicking the submit button.

Recital

The Seller has agreed to appoint and Surf4aProperty.com has agreed to act as the Sellers' estate agent to sell the Property subject to the terms and conditions below:

1. Definitions

1.1 In these Terms and Conditions the following words and phrases shall, unless the context otherwise requires, have the following meanings:-

"**Completion Date**" means the date of the completion of the sale of the Property between the Seller and a Purchaser;

"**Exchange Date**" means the date at which there is an exchange of binding contracts for the sale of the Property between the Seller and a Purchaser;

"**Fee**" means the commission or remuneration payable by the Seller in consideration of the Services provided by Surf4aProperty.com in accordance with Clause 3 below;

"**Surf4aProperty.com**" means Surf4aProperty.com, the online estate agency website, a trading brand of PropMedia Ltd, Suite 2 Welch House, 90 High Street, Henley in Arden, Warwickshire, B95 5BW

"**Property**" means the freehold or leasehold property whose address is set out above;

"**Purchaser**" means the purchaser of the Property;

"**Sale Price**" means the final agreed selling price of the Property;

"**Seller**" or "**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 as such above;

"**Services**" means the estate agent services to be provided by Surf4aProperty.com as set out in these Terms and Conditions;

"**Term**" shall run from the day marketing commences until it is terminated in accordance with Clause 9.

1.2 The headings in these Terms and Conditions do not affect its interpretation, save where the context otherwise requires, references to sub-clauses, clauses and schedules are to sub-clauses, clauses and schedules 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.

2. Negotiations

2.1 Surf4aProperty.com will conduct all negotiations on a "subject to contract" basis.

2.2 You authorise Surf4aProperty.com to act as selling agents on Your behalf during the Term.

3. Fees

3.1 You must nominate a Fee Option as part of Your instruction to Surf4aProperty.com to act as Your agent. In the event that You wish to change Your agreed Fee Option there will be a 7 day "notice period" required, which will run from the day Surf4aProperty.com receives written confirmation from You stating that You wish to change the Fee Option.

3.2 In the event that a Purchaser is introduced to the Property by Surf4aProperty.com, or a Purchaser has entered negotiations about the Property with Surf4aProperty.com, during the Term and subsequently contracts for sale of the Property are exchanged with the Purchaser, Surf4aProperty.com shall be paid in accordance with the appropriate Fee Option.

3.3 All Fees shall be paid to Surf4aProperty.com within 10 days of the Completion Date.

3.4 Payment may be made either: (i) over the phone by calling Surf4aProperty.com on 08445 67 68 68; or (ii) by using the online payment system which can be found at www.Surf4aProperty.com; or (iii) by cheque which should be made payable to 'Prop Media Ltd'.

3.5 The Fees payable by You to Surf4aProperty.com under these Terms and Conditions are stated exclusive of any VAT which may be chargeable, and which will be payable where required in addition to the sum in question at the rate for the time being prescribed by law.

The home visit signifies the commencement of our services and the standard cooling-off period does not apply as per clause 8(3) of the Regulations.

3.6 The Fee is to be paid out of the completion monies relating to the Property prior to any other disbursements, save those of the solicitor's or conveyancer's fees.

Settlement of Surf4aProperty.com's account shall be made on Your behalf by Your solicitor or conveyancer and Surf4aProperty.com shall be entitled to seek such settlement from them. Your acceptance of these Terms and Conditions authorises Your solicitor or conveyancer to settle Surf4aProperty.com's account in accordance with these Terms & Conditions.

3.7 In default of the appointment of a solicitor or conveyancer, or the payment of the Fee by the solicitor or conveyancer to Surf4aProperty.com under Clause 3.6, You agree to pay the Fee directly to Surf4aProperty.com on the Completion Date.

3.8 Surf4aProperty.com retains the right to charge interest on any amounts remaining unpaid for more than 10 days after the Completion Date at a rate of 3% (three percent) per annum above the base rate of Barclays Bank PLC, until payment is made in full, both before and after any judgment.

3.9 Surf4aProperty.com retains the right to charge a cancellation fee of £100 in the event of a cancellation if an agent has already travelled any distance to the said property on the date booked for the property to be visited.

4. Seller's Enquiry Form

4.1 You agree to provide such information as required in the Register to Sell Form and will use Your best endeavours to help verify any of the information given. In order to ensure that neither Surf4aProperty.com nor You become involved in any legal action under the Property Misdescriptions Act 1991 or otherwise Surf4aProperty.com reserves the right not to publish any information provided by You.

4.2 Surf4aProperty.com shall prepare a set of property particulars on your behalf, however Surf4aProperty.com are not responsible for any data that it provides to buyers and sellers. All information on our website and all information provided to buyers and sellers directly, cannot be guaranteed and they do not form part of any contract. You must approve your property details before marketing of the property can commence, this can be confirmed in writing, or by logging on to www.Surf4aProperty.com where you will be given a chance to review your details prior to upload onto the property portals.

4.3 You shall inform Surf4aProperty.com immediately of any material changes in information provided on the Seller's Enquiry Form.

5. Indemnity

5.1 You shall indemnify Surf4aProperty.com, its directors, employees and agents, against any claim made in respect of the Property or any misdescription thereof that arises wholly or partially out of any act or omission committed by You.

6. Offers

6.1 Surf4aProperty.com shall notify You of all offers it receives to purchase the Property.

7. Warranties

7.1 You hereby warrant and covenant that:

7.1.1 You have the necessary authority, power and capacity to enter into these Terms and Conditions; and

7.1.2 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.

8. Money Laundering

8.1 You agree to provide Surf4aProperty.com with all information as may be required by Surf4aProperty.com in order to comply with any money laundering regulations as may be in force from time to time, we may require you to provide information such as your passport or driving license number. Thank you for your co-operation in this matter.

9. Agency

9.1 In accordance with Your choice of Fee Option Surf4aProperty.com will either provide the Services of a Sole Agency or a Multiple Agency.

9.1.2 The upfront fee required under fee option Bronze and Silver and Gold, and the multiple agent option is a **non-refundable**, one-off charge that shall be paid before Services commence.

9.1.3 Receipt of the Upfront Fee by Surf4aProperty.com signifies the Seller is instructing Surf4aProperty.com to sell their Property in accordance with these Terms and Conditions.

For these options to be applicable payment must be made before marketing can commence.

9.2 Sole Agency

9.2.1 All negotiations for the sale of the Property shall be carried out by Surf4aProperty.com.

9.2.2 You will be liable to pay the Fee to Surf4aProperty.com, in addition to any other expenses or charges agreed (eg. EPC etc), if there is an exchange of contracts for the sale of the Property. In accordance with clause 3.2: (i) with a Purchaser introduced by us during the period of Surf4aProperty.com's sole agency; or (ii) with whom Surf4aProperty.com had negotiations about the Property during that period; or (iii) with a Purchaser introduced by another agent during the period of Surf4aProperty.com's sole agency.

9.2.3 The sole agency agreement shall run from the day that marketing commences until terminated or varied by either party by 7 days' notice in writing. **There is no minimum period for a sole or multiple agency agreement.**

9.3 Multiple Agency

9.3.1 You shall be free to enter separate negotiations with more than one estate agent.

9.3.2 You will be liable to pay the Fee to Surf4aProperty.com, in addition to any other expenses or charges agreed (eg. EPCs etc), if there is an exchange of contracts for the sale of the Property. In accordance with clause 3.2: (i) with a Purchaser introduced by us during the period of Surf4aProperty.com's multiple agency; or (ii) with whom Surf4aProperty.com had negotiations about the Property during that period;

9.3.3 Surf4aProperty.com reserves the right to remove a property's details from the website after the period of marketing has exceeded 12 months, or if the vendor of a property is uncontactable for a period of 3 months.

9.4 A Purchaser Surf4aProperty.com has introduced is anyone who has learned about the Property through Surf4aProperty.com's activity either directly or through another person. This can include, for example, advertisements, office displays, sales details, For Sale signs, 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.

9.5 If You exchange contracts with a Purchaser, introduced by Surf4aProperty.com, within 6 (six) months of the termination of these Terms and Conditions, the Fee will become payable by You in full.

9.6 You shall notify Us in each case you instruct another estate agency to sell the property that we have been instructed to sell.

As soon as another estate agency is instructed to sell the property at the same time as it is being sold by Surf4aProperty.com, the sole agency contract shall become a multiple agency contract and commission shall be automatically altered as follows:

Bronze – Commission alters to £955 + vat

Silver – Commission alters to £895 + vat

Gold – Commission alters to £1195 + vat

10 For Sale Boards

10.1 Town & Country Planning Regulations state that only one estate agent board may be displayed at any one time. We request that You do not erect or display any other estate agent's boards for the duration of the Term.

10.2 As part of the Surf4aProperty.com terms, once the board been delivered it becomes your own property, as such it is your responsibility to take it down and re-erect it if it's affected by weather conditions or by a third party.

Surf4aProperty.com is not liable for the loss of your board or any damage the board may cause, there is a charge of £35 for an additional For Sale board.

11 EPC (Energy Performance Certificate)

11.1 An Energy Performance Certificate must now be ordered for all properties to be marketed. Surf4aProperty.com can only market your home after the EPC has been ordered. The cost of the EPC is non-refundable once ordered verbally and/or electronically.

12 Sub Agency

12.1 Surf4aProperty.com may appoint a sub-agent and will do so at no extra cost to You. All Fees shall remain payable to Surf4aProperty.com as if Surf4aProperty.com had been the primary agent.

13 Advertising

13.1 You authorise Surf4aProperty.com to advertise details including, without limitation, the address of the Property, it's asking price, photographs and plans of the Property on the Surf4aProperty.com website, other websites advertising the sale of properties, magazines and newspapers and in any other such media as Surf4aProperty.com deems in its sole discretion reasonable in order to achieve a sale of the Property.

13.2 Surf4aProperty.com guarantees that your property is listed on the Surf4aProperty.com website which is www.Surf4aProperty.com. Third party website portals are subject to change, they may not be controlled by Surf4aProperty.com and we do not guarantee continued presence on these websites, although it is the policy of Surf4aProperty.com to continue to maintain, expand and improve our property portal networks at all times.

14 Notices

14.1 Any notice given in connection with these Terms and Conditions shall be in writing and may be delivered by hand, pre-paid first class post, special delivery post, facsimile or e-mail, to the relevant address as stated in these Terms and Conditions (or such other address, facsimile or e-mail as may be notified in writing from time to time).

15 Law and Jurisdiction

15.1 These Terms and Conditions shall be governed by and construed in accordance with English law and each party hereby submits to the exclusive jurisdiction of the English Courts.

16 Distance Selling Regulations

16.1 Clause 8(3) of The Consumer Protection (Distance Selling) Regulations 2000 states that the statutory cancellation (cooling-off) period of seven working days for services, does not apply where performance of that service has already commenced with the customer's agreement. Once upfront payment has been received we will be in touch with you to arrange a home visit. The home visit signifies the commencement of our services and that the standard cooling-off period does not apply as per clause 8(3) of the Regulations.

IMPORTANT NOTICE

Unless written notice to the contrary is received by Surf4aProperty.com within five working days of receipt of this document, and where Surf4aProperty.com continues to act on Your behalf, You will be deemed to have accepted these Terms and Conditions in full irrespective of whether a signed copy of this document has been returned to Surf4aProperty.com or not.

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

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Signed by seller:

Name:

Date: