

4

SALE By Owner

TERMS AND CONDITIONS

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Client Name :

Asking Price:

Property Address:

Package Option :	<input type="checkbox"/> Package 1	£250.00
	<input type="checkbox"/> Package 2	£550.00
	<input type="checkbox"/> Package 3	£950.00

HIP fees :	<input type="checkbox"/> Standard HIP	£281.00
	<input type="checkbox"/> Exchange Ready HIP	£320.00

Optional Extras:	<input type="checkbox"/> Upgrade to exchange Ready HIP	£40.00
	<input type="checkbox"/> Home Staging Advice	£200.00
	<input type="checkbox"/> Home Staging Hands-on	£450.00
	<input type="checkbox"/> Outdoor Space	£325.00
	<input type="checkbox"/> Floor Plans Classic	£30.00
	<input type="checkbox"/> Floor Plans 3D	£50.00
	<input type="checkbox"/> Floor Plans 2D	£40.00
	<input type="checkbox"/> Particulars 4 Pages x 50 Copies	£25.00
	<input type="checkbox"/> PDF Particulars	£50.00
	<input type="checkbox"/> Press Ad 1/2 Page	£40.00
	<input type="checkbox"/> Press Ad 1/4 Page	£30.00
	<input type="checkbox"/> Press Ad 1/8 Page	£20.00
	<input type="checkbox"/> Hit Counter	£40.00
	<input type="checkbox"/> Out of Hours e-mail	£35.00
	<input type="checkbox"/> For Sale Board	£35.00
	<input type="checkbox"/> Link to own web site	£25.00

Copy of Passport or driving licence:

Copy of Utility Bill

Date:

It is a requirement of the Estate Agents Act 1979 that You understand and accept Our Terms and Conditions prior to instructing 4 Sale by Owner 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 returning the signed document to Us by email in PDF 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.



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Recital

The Seller has agreed to appoint and 4 Sale by Owner 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 remuneration payable by the Seller in consideration of the Services provided by 4 Sale by Owner in accordance with Clause 3 below;

"4 Sale by Owner" is a Trading name of Vision Counsultancy Ltd, Company Registration Number 06872055

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"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 4 Sale by Owner 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 4 Sale by Owner will conduct all negotiations on a "subject to contract" basis.

2.2 You authorise 4 Sale by Owner to act as selling agents on Your behalf during the Term.

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3. Fees

- 3.1 You must nominate a Fee Option as part of Your instruction to 4 Sale by Owner to act as Your agent.
- 3.2 All Fees shall be paid to 4 Sale by Owner prior to commencement of marketing
- 3.3 Payment may be made either: (i) over the phone by calling 4 Sale by Owner on 01580 712 465 ; or (ii) by cheque which should be made payable to 'Vision Counsultancy Ltd'

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 4 Sale by Owner nor You become involved in any legal action under the Property Misdescriptions Act 1991 or otherwise 4 Sale by Owner reserves the right not to publish any information provided by You.
- 4 Sale by Owner shall prepare a set of property particulars on your behalf, however 4 Sale by Owner are not responsible for any of the 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.

- 4.3 You shall inform 4 Sale by Owner immediately of any material changes in information provided on the Seller's Enquiry Form.

5. Indemnity

- 5.1 You shall indemnify 4 Sale by Owner, 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 4 Sale by Owner 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 4 Sale by Owner with all information as may be required by 4 Sale by Owner 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 number or driving licence number.

Terms and Conditions Page 4/5**9. Agency**

9.1 The upfront fee is a non refundable, one off charge that shall be paid before services commence.

9.2 You shall be free to enter into separate negotiations with more than one agent

9.3 4 Sale by Owner reserves the right to remove a property's details from the website after a period of marketing has exceeded 12 months, or if the vendor of a property is uncontactable for a period of 3 months.

9.4 You may terminate the marketing of your property at any time by giving us 7 days written notice

10. For Sale Boards

10.1 Town and 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 agent's boards for the duration of the Term.

10.2 As part of 4 Sale by Owner Terms, once the board has 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. 4 Sale by Owner is not liable for the loss of your board or any damage the board may cause, a charge of £25.00 per additional For Sale board that you may require.

11 HIPS (Home Information Packs)

11.1 We can only market your home after the HIP has been completed.

12 Advertising

12.1 You authorise 4 Sale by Owner to advertise details including, without limitation, the address of the Property, its asking price, photographs and plans of the Property on the 4 Sale by Owner website, other websites advertising the sale of properties, magazines and newspapers and in any other such media as 4 Sale by Owner deems in its sole discretion reasonable in order to achieve a sale of the Property. 4 Sale by Owner shall be liable for the costs of any such advertising.

12.2 4 Sale by Owner guarantees that your property is listed on the 4 Sale by Owner website which is www.4SalebyOwner.co.uk Third party website portals are subject to change, they may not be controlled by 4 Sale by Owner and we do not guarantee continued presence on these websites, although it is the policy of 4 Sale by Owner to continue to maintain, expand and improve our property portal networks at all times.

13 Notices

13.1 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.

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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.

IMPORTANCE NOTICE

Unless written notice to the contrary is received by 4 Sale by Owner within five working days of receipt of this document, and where 4 Sale by Owner 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 4 Sale by Owner or not.

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

Terms and Conditions.

Signed by the Seller :

Name :

Date :
