

## TERMS & CONDITIONS

It is a requirement of the Estate Agents Act 1979 that you understand and accept our terms and conditions prior to instructing FolweilerEstates.com on the sale of your property.

Please note that you confirm your acceptance of these Terms and Conditions either purchasing the relevant option or by signing the last page and returning the signed document to us by e-mail in PDF format or by mail to the following address Folweiler Estates, Trafalgar House, Grenville Place, Mill Hill, London, NW7 3SA.

## RECITAL

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

### 1. DEFINITIONS

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;

**"Commission"** means the amount payable to Folweiler Estates with regards to the fees due from the introduction of a buyer who legally completed on the purchase of your property

**"Visual Design Fee"** A non-refundable amount paid in advance of our representative visiting your property to carry out the relevant tasks

**"Folweiler Estates"** means Folweiler Estates estate agency Trafalgar House, Grenville Place, Mill Hill, London, NW7 3SA.

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

**"Purchaser"** means the buyer/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 Folweiler Estates as set out in these Terms and Conditions;

**"Term"** shall run from the day marketing commences until it is terminated

## 2 FEES AND COMMISSION

- 2.1** You must submit a Fee Option as part of your instruction to Folweiler Estates to act as your agent. In the event of a buyer being introduced to you by Folweiler Estates during the period of contract stated and subsequently entering into a binding contract to purchase the property, Folweiler Estates shall be entitled to a commission of £149+ VAT regardless of the final agreed sale price which shall be payable within 10 working days of the completion date
- 2.2** Folweiler Estates charge a “Visual Design Fee” to produce your property particulars which will normally include floor plans and colour photos, this is a non refundable, one off charge that would have already been paid upon receipt of this agreement.
- 2.3** Payment may be made either: (i) by BACS, contact Folweiler Estates for bank details; or (ii) Online via Paypal or Google Checkout or (iii) by cheque which should be made payable to Folweiler Estates
- 2.4** Your listing with Folweiler Estates has no expiry date but in order for us to comply with the Property Misdescriptions Act you will need to renew your listing every 6 months. We will send you reminders via email to confirm whether your description is still appropriate for the property
- 2.5** VAT will be levied on all fees
- 2.6** Folweiler Estates 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 FOR SALE BOARD

- 3.1** Folweiler Estates will, if instructed and paid for by you, supply you with a “For Sale” board at the property for sale. 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 Folweiler Estates board is displayed, no other boards are erected.

Once the board has been delivered it becomes your own property, as such it is your responsibility to take it down when you sell your property or re-erect it if it's affected by weather conditions or by a third party. Folweiler Estates is not liable for the loss of your board or any damage the board may cause, you will be charged £20 per additional For Sale board that you require.

## 4 NEGOTIATIONS

- 4.1** Folweiler Estates will conduct all negotiations on a “subject to contract” basis
- 4.2** You authorise Folweiler Estates to act as selling agents on your behalf during the Term

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## 5 PROPERTY MISDESCRIPTIONS ACT 1991

- 5.1** Folweiler Estates shall prepare a set of property particulars on your behalf; however Folweiler estates 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; this can be confirmed in writing, or by email.
- 5.2** To ensure compliance of the Property Misdescriptions Act 1991 and to ensure that neither Folweiler Estates nor the seller becomes involved in any legal action, we reserve the right not to make public any information provided by the seller.

## 6 INDEMNITY

- 6.1** You shall indemnify Folweiler Estates, its directors, employees and agents, against any claim made in respect of the Property or any Misdescriptions thereof that arises wholly or partially out of any act or omission committed by you

## 7 OFFERS

- 7.1** Folweiler Estates shall notify you of all offers it receives to purchase the Property.

## 8 WARRANTIES

- 8.1** You hereby warrant and covenant that:

- 8.1.1** You have the necessary authority, power and capacity to enter into these Terms and Conditions; and
- 8.1.2** 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.

## 9 MONEY LAUNDERING

- 9.1** You agree to provide Folweiler Estates with all information as may be required by Folweiler Estates 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 license number.
- 10** HIPS – A Home Information Pack must be available for all properties before they are marketed. Folweiler Estates will request proof of this.

## 11 SUB AGENCIES

- 11.1** Folweiler Estates may appoint a sub-agent if it thinks fit and desirable and will do so at no extra cost to you. All Fees shall remain payable to Folweiler Estates as if Folweiler Estates had been the primary agent.

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## 12 ADVERTISING

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

## 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)

## 14 LAW AND JURISDICTION

**14.1** 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.

### IMPORTANT NOTICE

Unless written notice to the contrary is received by Folweiler Estates within five working days of receipt of this document, and where Folweiler Estates 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 Folweiler Estates 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:** \_\_\_\_\_