

**www.PropertyEagle.co.uk**  
**Terms & Conditions**

This is a conditionally flexible Agency Agreement ("the Agreement") and is made between propertyeagle.co.uk ("We") and the selling party ("You"). Conditional meaning this agreement is only enactable as an extension of our standard terms of business. Flexible meaning you have the option to instruct another agent without that changing the terms of this agreement.

**1. Your Responsibilities**

1.1 By instructing us you are confirming you have read these Terms and Conditions and agree to them.

1.2 You must have the legal right to market and sell the property being offered for sale with us.

1.3 Information you supply to us is true and accurate and not misleading. We do not take any responsibility for the accuracy of the information supplied and cannot be held liable.

**2. Our responsibilities**

2.1 Although it is our policy to continue our presence, as well as expand and improve our external property portal network, these are subject to change and we cannot guarantee continued presence.

2.2 We reserve the right to reject or cancel any property marketing at any time without notice in extreme circumstances.

2.3 We aim to ensure that the our web site is available at all times, however we reserve the right to take the site 'off-line' without prior notice for essential maintenance and upgrades.

**Data Protection Act**

We are regulated under the Data Protection Act 1998 and will process your data in accordance with the legal requirements of the Act. Any information supplied to us by you will be used solely by us for internal administrative purposes. All data is treated in confidence and is not disclosed to any third parties, other than when we are required to by law, or when you have given consent.

**You understand and are aware that:**

Our fees of £99+VAT are paid upfront and this fee is non-refundable unless the agreement is terminated by us.

Should you wish for your property to be removed from all marketing then you must request this by email. This should be sent to [info@propertyeagle.co.uk](mailto:info@propertyeagle.co.uk). Upon receipt of this email we will remove your property from the market within 48 hours. We will however make every effort for this to be done at the earliest possible stage.

You agree that any photos provided or taken by us of your property may be used by us on our website as well as external websites or in future advertising material.

The seller is aware that we do not offer viewings accompanied by our staff unless specified and it will be the seller's responsibility to conduct all viewings. When showing prospective buyers any property you should take all necessary security precautions. Viewings are made by members of the public enquiring directly from marketing and no security or background information is checked. Therefore, we cannot take any responsibility for any incidents that may occur directly or indirectly as a result of viewings.

Instructing us may affect an agency agreement that you are already committed to and therefore potentially make you liable for dual fees.

You will provide, on request, a valid EPC for the property being offered for sale and proof of identity in relation to Money Laundering Legislation. This agreement is covered by the laws of England and Wales. Failure to provide either could delay the marketing of your property.

By instructing us to sell your home you are confirming that you agree to these terms and conditions and we recommend that you save a copy of these for your own records.

Right to Cancel - If you are a consumer client and this contract was not agreed within one of our branches you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day this contract was agreed. To exercise the right to cancel, you must inform us of your decision to cancel this contract by sending us a clear statement in writing to Property Eagle, 28 Highfield Road, Chertsey, KT16 8BU, or emailing us at [info@propertyeagle.co.uk](mailto:info@propertyeagle.co.uk) You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

We are not legally permitted to market your property until the cancellation period has expired, unless you provide us with specific written permission to do so. Please sign, date and indicate below how you would like us to proceed -

Begin immediate marketing of the property YES/NO

Signed: ..... Dated: .....

If you do request that we begin immediate marketing of your property during the cancellation period and you do exercise your right to cancel, you will be required to pay us an amount which is in proportion to what has been performed until you communicated your cancellation of the contract (typically £99+vat). This will include the expenses incurred in line with the expenditure schedule above plus any other reasonable costs. Where we introduce or have negotiations with the ultimate buyer of the property before you exercise your statutory right to cancel the contract, this contract will be deemed to have been fully performed and the agreed agency fee would be due, notwithstanding that cancellation took place.



**CANCELLATION NOTICE**

If you wish to cancel this contract you must do so in writing by email, or send it to us by post within 14 days. You may use this form if you wish, but you do not have to.

**CANCELLATION NOTICE**

To: Property Eagle, 28 Highfield Road, Chertsey, KT16 8BU  
I/We hereby give notice that I/we cancel the contract for the supply of estate agency services that was agreed on ..... in relation to my/our property at - .....  
..... (Enter the property address).

I/We understand that I/we may be liable for the expenses/fees, as outlined within the agreement I/we signed.

Client/s name & address:  
.....  
.....

Signed: .....

Dated: .....

Signed: .....

Dated: .....