



Terms and Conditions of www.PropertyEagle.co.uk

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.

This is a flexible Agency Agreement ("the Agreement") and is made between propertyeagle.co.uk ("We") and the selling party ("You"). 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.

1.4 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 retain a copy of these for your own records.

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 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 & Privacy

We comply with the General Data Protection Regulations 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.

Payment options

Option 1 – Upfront payment of £399+VAT

You understand and are aware that:

Our fees of £399+VAT are paid upfront and this fee is non-refundable unless the agreement is terminated by us.

Any additional fees paid, (for example premium listing, EPC etc) are also 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. 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.

Option 2 – Monthly payment of £75+VAT

You understand and are aware that:

Our fees of £75+VAT are paid monthly and due for every month, or part of month which you are on the market (active, or under offer), beginning the date on which you come onto the market.

This agreement is for a minimum of 3 months and on a rolling month by month basis after that.

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. We require a notice period of two weeks to end the contract, subject to the minimum term of 3 months.

The payment will be taken automatically each month on the due date until completion.

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.

Option 3 – Payment on completion of £999+VAT

You understand and are aware that:

Our fees of £999+VAT are paid upon completion of sale.

This contract is for a minimum period of 16 weeks, with sole selling rights. If the property is removed within this time then you will be liable to pay an admin fee of £399+VAT.

Our fee becomes due if:

- 1) You agree a sale within sixteen weeks of the start date of this agreement which subsequently goes on to Exchange of contracts to any party at any time.
- 2) You subsequently go on to agree a sale resulting in the Exchange of contracts with any party introduced by ourselves.

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.

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

Additional Options

Energy Performance Certificate ("EPC")

This is a Conditional Agreement ("the Agreement") and is made between propertyeagle.co.uk ("We") and the selling party ("You"). Conditional means this agreement can only be applied if you are taking on or other of our services. THIS OFFER CANNOT BE TAKEN IN ISOLATION except with our express consent.

By instructing us to produce an EPC 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. Please note that it is a legal requirement for all properties listed for sale to have a valid EPC in place.

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 We will commission and obtain a valid Energy Performance Certificate (EPC) for your property.

2.2 We reserve the right to reject your instructions or cancel this offer at any time without notice and give a refund.

2.3 We aim to ensure that the EPC is obtained within a reasonable time however we give no guarantee to timescale.

You understand and are aware that:

Our fees of £40+VAT are paid upfront and this fee is non-refundable unless the agreement is terminated by us.

Should you wish to cancel your EPC appointment you must request this by email with a minimum 48 hour notice. This should be sent to info@propertyeagle.co.uk. Upon receipt of this email we will cancel the appointment. If the cancellation is received with two or more (full) calendar working (Mon-Fri) days before the appointment, you will be refunded for monies paid for the EPC.

Marketing Options

Please tick the relevant options:

- Option 1 - £399+VAT upfront
- Option 2 - £75+VAT per month
- Option 3 - £999+VAT on completion
- EPC - £40+VAT
- Rightmove premium listing - £50+VAT
- Board **and** brochures - £15+VAT

By signing these terms and conditions, you confirm that you have read and understand them.

Additionally, you are confirming that you are happy the details of the property we have produced to be listed and have agreed the photos, description and any other relevant information to be shown on the relevant portals (for example Rightmove, Zoopla)

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Signed

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Print name

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Date

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Address of property to be sold