

Property Finder Terms & Conditions

Standard Terms & Conditions of Service

COMMENCEMENT:

We will commence working on your behalf as soon as you have signed and returned these Conditions of Business and the registration fee referred to below has been paid in full.

2. SERVICE:

We undertake upon acceptance of your instructions to work with you to find a suitable property for you to purchase as discussed with us.

3. FEES:

We will be expending considerable time and effort on your behalf to find a suitable property for you. Our registration fee is GB £2,000 exclusive of VAT for a one-year period. In addition, our fees are 2% of the purchase price for any property introduced to you by us that you exchange contracts to purchase an interest in during the continuance, or within one year after the date of termination or expiry, of this agreement. Our fee for consultancy work is £250 per hour with a £1,000 registration fee and is recorded on time sheets.

3.1 VAT is payable in addition unless stated otherwise.

3.2 For the purposes of this agreement you will be deemed to exchange contracts to purchase a property if: -

(a) you or any close relation, or any person with the aid of any funds provided by any of such persons, acquires or agrees to acquire, or any body corporate or trust in which any of those persons has an interest acquires or agrees to acquire, any legal or beneficial or other interest in any freehold or leasehold property, or agrees to occupy a property;

(b) a third party acquires or agrees to acquire any legal or beneficial or other interest in any freehold or leasehold property, or agrees to occupy a property and, within one year you occupy that property either together with or independently of that third party (including temporary occupation for holidays or weekends).

3.3 For the purpose of this agreement a property will be deemed to have been introduced to you by us if:

(a) We have provided details of any property to you in any form, including but not limited to estate agents details, property address, photographs, location or directions or

(b) You have instructed us (orally or in writing) to proceed with viewings, negotiations reports or opinions in connection with any other property howsoever referred to you.



4. DURATION:

This agreement shall subsist for an initial period of twelve months and shall continue thereafter until terminated prior to the expiry of that period of one year by one months notice given by either party to the other.

We reserve the right to charge a further Registration Fee if this agreement continues beyond the initial period of twelve months.

5. CHARGES ON TERMINATION:

Upon termination or expiry of this agreement, if you have not purchased or agreed to purchase a property, we shall be entitled to charge you for all reasonable expenses and disbursements (including for the time of our personnel at our rates from time to time, details of which are available on request) incurred by us in providing services to you up until the date of termination. Any sum charged pursuant to this paragraph shall be deducted from any further payments you make to us on exchange of contracts under paragraph 3 above.

6. PAYMENT:

Payment of fees (other than the Registration Fees) shall be made in full on exchange of contracts for the purchase of a property. We reserve the right to charge interest on any sums not paid on the due date at a rate of 4% per annum above base rate from time to time of Barclays Bank plc.

7. LIABILITY:

Details of properties, valuations, reports and other information provided by us are prepared in good faith and are solely for your guidance. They do not form any part of any contract relating to the purchase of any property.

All purchasers must satisfy themselves as to the correctness and accuracy of any details provided by us and we do not accept liability for the views of, or contents of any report prepared by any third party in relation to any property.

We strongly recommend all prospective purchasers to take appropriate legal and other advice and to use the services of solicitors, surveyors, valuers and other specialists. The service provided by us is not intended as a substitute to obtaining such advice and accordingly no liability is accepted for any defects in legal title or in the fabric and structure of any property.

We will, when possible, communicate with you by e-mail and you agree to this.

8. GENERAL:

The supply of the services by us is subject to the terms and conditions set out in this agreement and, unless otherwise expressly agreed in writing by us, these conditions shall prevail over any other terms and conditions and shall comprise the whole agreement between you and us.

No relaxation or delay or indulgence by us in exercising rights or enforcing any of these terms and conditions or the granting of time by us for remedy of any breach shall operate as a waiver of any subsequent or continuing breach.

If at any time any of these conditions are found to be unreasonable, invalid or unlawful then the validity of the remaining conditions or parts thereof shall not in any way be affected or impaired and shall be in force as if the unreasonable invalid or unlawful part had not been included. For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.

This Agreement is governed by the laws of England & Wales, and you agree to submit to the exclusive jurisdiction of the courts of England & Wales.

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