

## TERMS AND CONDITIONS OF BUSINESS

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### 1. agentonline.co.uk

agentonline.co.uk is a trading name of AOL Services Ltd (“we”, “us” or “our”). Registered office: One Temple Quay, Bristol BS1 6DZ. Registered in England & Wales, with registered number 09394046. Full details of our services are listed on our Website at [www.agentonline.co.uk](http://www.agentonline.co.uk) or are available on request.

### 2. Terms of Agreement

These are the terms and conditions of the agreement between you and us (“**Terms**”) to comply with the requirements of the Estate Agents Act 1979. It is important that you understand these Terms when instructing us to market and sell the Property. We will require you to confirm to us by email or telephone that you agree to these Terms (we record all telephone calls for this, and training, purposes). Should you have any questions please contact us via telephone on 03333 447 007 or email at [sell@agentonline.co.uk](mailto:sell@agentonline.co.uk).

### 3. Definitions

In addition to the words defined in these Terms, the following words shall also have the following meanings throughout these Terms:

- 3.1. “**Buyer**” means the person or persons buying the Property;
- 3.2. “**Completion**” means the date agreed by the Buyer and Seller as the date of completion of the sale of the Property;
- 3.3. “**EPC**” means an energy performance certificate;
- 3.4. “**Exchange Date**” means the date on which contracts for the sale of the Property are exchanged legally;
- 3.5. “**Fee(s)**” means the amount payable to us in respect of our fees due for marketing the Property and any other services you choose to purchase from us;
- 3.6. “**market**” or “**marketing**” means the listing of the Property on our website and/or other property websites used by us;
- 3.7. “**Property**” means the property you have instructed us to sell;
- 3.8. “**Sale Price**” means the price agreed with the Buyer for the sale of the Property;
- 3.9. “**Seller**” means the legal owner(s) of the Property or any such person or persons entitled to sell the Property;
- 3.10. “**You**” means the person or persons instructing us, subject to these Terms, to sell the Property;
- 3.11. “**Website**” means our website from time to time at [www.agentonline.co.uk](http://www.agentonline.co.uk);

### 4. Our Fees

- 4.1. Our standard fee for marketing the Property for an initial twelve months is £995 inclusive of VAT (“**Standard Fee**”).
  - 4.1.1. This Standard Fee applies per Property and includes the production of professional photographs, floorplan and a for sale board (if requested).
  - 4.1.2. The Standard Fee covers twenty-four months of marketing on Rightmove, Zoopla, Prime Location and a number of additional partner sites that we may select at our sole discretion.
  - 4.1.3. You may choose to either pay for our services at the start of the process before marketing the Property or to defer the payment under our pay later terms (“**Pay Later Terms**”).
- 4.2. As an alternative to the Standard Fee you can choose to select our test the market (“**Test the Market**”) offer.
  - 4.2.1. Test the Market means that to market the Property for two weeks You pay a Fee of £0. At the end of the two week Test the Market period you can chose one of three options:
    - 4.2.1.1. Move to the £995 offer on our Pay Later Terms in accordance with clause 5 of this agreement, or
    - 4.2.1.2. Pay the fee of £995 over the telephone as a one-off fee, or
    - 4.2.1.3. Ask us to withdraw the property from the market

- 4.2.2. The Test the Market offer includes professional photographs, floorplans and property description.
- 4.2.3. The Test the Market offer includes support from our property negotiators whilst marketing continues and our sales progression team once a sale has been agreed. The Property will be marketed on Rightmove, Zoopla, Prime Location and a number of additional partner sites that we may select at our sole discretion.
- 4.2.4. If a sale is agreed on the Property during the two week Test the Market period You are required to comply with clause 4.2.1.1 or 4.2.1.2 of this agreement.
- 4.2.5. If You choose to withdraw the Property from the market in accordance with 4.2.1.3 and the Property is sold within one year from the time You asked us to cease marketing, to any buyer we introduced to You whilst the Property was being marketed by us, You are required to pay a £995 fee on completion of the sale.
- 4.3. In many post code areas around the UK we are able to offer an accompanied viewing service. Please contact us to confirm the cost of an accompanied viewing appointment in your area.
- 4.4. If the Property is sold subject to contract within the initial twenty-four-month marketing period we may at our sole discretion request marketing on Rightmove, Zoopla, Prime Location and/or any other partner sites to cease. Any decision to cease marketing the Property will be discussed with You before we contact the partner site.
- 4.5. If the Property is not sold by the end of the agreed marketing period, You will be able to remarket the Property at a reduced Fee. The Fee to market the Property for a further period is: for six months, £299 including VAT; for three months; £199 including VAT; and for one month, £99 including VAT. Towards the end of an agreed marketing period we will contact You to discuss these options and to take your instructions on how You wish to proceed. If You do not ask to continue with a further period of marketing or if we are unable to contact You, the marketing of the Property will cease at the end of the agreed period for which You have paid our Fees.
- 4.6. For an additional Fee of £90 including VAT You are able to increase the visibility of the Property on Rightmove by upgrading to Rightmove Premium Listing. In so doing the Property will stand out more than a standard listing on the Rightmove website. The Rightmove Premium Listing status will last for a maximum of six months continued marketing (please be aware that if You withdraw the Property and then instruct us to relist it You will lose any Rightmove Premium Listing status that has been purchased).
- 4.7. From time to time additional services may be offered by us for an additional Fee.
- 4.8. We may from time to time offer discounts or variations on our published Fees. All Fees listed on our website and in these Terms are correct at the time of publication and changes may take place at any time at our sole discretion. A Seller shall not be entitled to any discount if the Fee for the service you have agreed is reduced at a later date.

## **5. Pay Later Terms**

- 5.1. To qualify for our Pay Later Terms on the Standard Fee;
  - 5.1.1. You must provide the information required by our partner, Pay4Later, as detailed in an email link we will send to You;
  - 5.1.2. You must submit an online credit application to Pay4Later and pass their underwriting criteria;
  - 5.1.3. You are required to instruct our preferred solicitor to act for You in the sale of your property;
- 5.2. When You opt for our Pay Later Terms, we may ask to deduct £1 from your debit or credit card on instruction and prior to marketing with the remainder of the Fees payable the first of the following events occurs:
  - 5.2.1. the sale of your property completes (in this scenario your appointed conveyancer will be asked to pay us from the proceeds of the sale);
  - 5.2.2. You withdraw your property from the market or cease marketing with agentonline.co.uk (in this scenario we will ask to take payment from your debit or credit card);
  - 5.2.3. the date twelve calendar months after the first day the property was marketed online (in this scenario we will ask to take payment from your debit or credit card);
  - 5.2.4. You give notice to our preferred firm of solicitors that You no longer wish them to act for You in the sale of your property (in this scenario we will ask to take payment from your debit or credit card);
- 5.3. If You sell the property to a buyer that was not introduced to you by agentonline.co.uk You will still be required to pay our fee.

## 6. Marketing

- 6.1. Third party website portals not controlled by us are subject to change and we do not guarantee continued presence on such websites. We will use all reasonable endeavours to ensure the Property is marketed on the agreed property portals in a timely fashion and that the details as provided by You are accurate. You agree to notify us as soon as practicable if at any time You notice that the information listed in relation to the Property is not correct.
- 6.2. When You initially instruct us one of our appointed assessors will endeavour to contact you within 48 working hours of notification that You have made a payment. The assessor will contact You directly to arrange a time to visit the Property for the purpose of taking photos and measurements and, where required, to produce an EPC.
- 6.3. You will need to decide the sale price at which the Property is to be marketed. If required by You we will provide You with comparable reports from websites such as Rightmove and/or Zoopla and an online valuation to assist You with this process. Once a sale price to market the Property is agreed You will be able to contact us at any time to ask for it to be amended. Sale price changes will usually be updated within 24 hours of receipt of a request from You.
- 6.4. You must by law comply with the Consumer Protection from Unfair Trading Regulations 2008 which prohibits businesses from engaging in unfair commercial practices. The Consumer Protection from Unfair Trading Regulations 2008 require any information of which You are aware in relation to the Property to be disclosed in a clear, intelligible and timely fashion. You are required to take all reasonable steps to ensure that all statements that You make about the Property, whether oral, pictorial or written, are accurate and are not misleading in any way. Where information is given to potential buyers or their representatives, You must ensure it is accurate and not misleading in any way. Answers to questions that may be asked about the Property must be truthful, materially complete and, again, not misleading in any way.
- 6.5. When engaging our services to market the Property for sale You hereby confirm and agree: i) that You have the necessary authority, power and capacity to enter into an agreement with us and to agree these Terms; and ii) that You are the beneficial owner(s) of the Property or have the authority from the beneficial owner to sell the Property as outlined in these Terms.
- 6.6. Under money laundering regulations we must carry out identity checks on both the Buyers and Sellers of the properties that we market. Checks are completed using an electronic system and we may be required to ask You for additional information such as copies of, or the numbers for, your passport or driving licence.
- 6.7. The Seller must provide an EPC or order an EPC for the Property. The cost of using an existing certificate is included as part of our Standard Fee. If You instruct us to provide a new EPC You will need to agree a time for our appointed assessor to visit the Property. If You need to cancel the appointment made with the assessor You should provide as much notice as possible, and not less than 24 hours. In the event that You do cancel at short notice the assessor may make seek to charge a cancellation fee of £50 + VAT for which You will be liable.
- 6.8. We may offer to provide You with a free market appraisal, carried out by our appointed assessor. If You need to cancel the appointment made with the assessor You should provide as much notice as possible, and not less than 24 hours. In the event that You do cancel at short notice the assessor may make seek to charge a cancellation fee of £50 + VAT for which You will be liable.
- 6.9. To ensure compliance with legislation and to ensure that neither we nor You or the Seller become involved in any dispute, we ask that You inform us if there are any errors in the marketing material used to advertise the Property. You hereby agree to indemnify us, our directors, employees and shareholders against any claim made in respect of the Property or for any misdescriptions or inaccuracies made in the marketing material or published on any website that arises wholly or partially out of the act, omission or default of You or the Seller.
- 6.10. If You have opted for a 'for sale' board, which is included in our Standard Fee, it will be delivered and erected by a national contractor appointed by us. The 'for sale' board is owned by us and when we cease to market the Property we will arrange collection of the 'for sale' board and any fixing post that may have been used. If the 'for sale' board falls down or becomes damaged in any way whilst erected outside the Property, You agree to contact us as soon as reasonably practicable.
- 6.11. If the Property is unoccupied for periods of time whilst it is marketed by us, we cannot accept responsibility for any maintenance or repair issues that are required either during marketing or once a sale of the Property has been agreed.

## **7. Viewings and Offers**

- 7.1. All enquiries from applicants who wish to view the Property will be received by us. We will qualify the applicants to ensure they are in a position to buy the Property and then contact You to arrange a mutually convenient time for You to show the applicant around the Property.
- 7.2. Following any viewing of the Property we will obtain feedback from the applicant and relay this to You via the vendor portal on our Website or by telephone.
- 7.3. If an applicant shows interest in the Property we will encourage them to make an offer. Unless otherwise instructed in writing by You, pursuant to the Estate Agents Act 1979 we will forward to You all offers from prospective Buyers within 2 days of receiving such an offer.
- 7.4. Once You accept an offer from a prospective Buyer and a sale has been agreed, we will send out a Memorandum of Sale by email to all parties concerned (being the Buyer, Seller and solicitors for both sides).
- 7.5. We will provide You with details of our recommended legal firm, however You are free to appoint whatever legal adviser You may choose, unless You have opted for our Pay Later Terms.

## **8. Payment**

Unless payment of our fees for marketing the Property is made to our Pay Later partner or by your appointed conveyancer on your behalf, it will be taken by us over the telephone. You are able to pay using most available debit and credit cards with the exception of American Express. We do not charge an additional handling fee for customers choosing to pay via credit card.

## **9. Right to Cancel**

- 9.1. Under the Consumer Contracts Regulations a consumer has a right to cancel a contract at any time during a cancellation period. You may cancel the agreement with us at any time within 14 days of instructing us, starting the day after the day the contract was made and will be entitled to a full refund. We will not proceed to do any work within the cancellation period unless you specifically instruct us, in writing, to do so.
- 9.2. If you instruct us to start work within the cancellation period and you then cancel the contract within that cancellation period, you will give up your right to a full refund and will be liable for any costs incurred by us. For example this might include the cost of producing a floorplan and professional photos (a cost of £195) if the assessor has already visited the Property together with any work that has been undertaken by us to arrange this.
- 9.3. Once the Property is being marketed on the various portals You may instruct us to remove it at any time. You will not however be entitled to any refund at such stage.

## **10. Complaints**

- 10.1 We are a member of The Property Ombudsman scheme (TPOS), and subscribe to its code of practice. Please ask us for a copy of the codes of practice if you require one or alternatively you can find a copy on their website at [www.tpos.co.uk](http://www.tpos.co.uk).
- 10.2 Should You wish to make a complaint about any part of the service You have received from us, please do so in writing to us (email is preferable) and we will deal with the matter professionally and in accordance with the guidelines set out by The Property Ombudsman. We will endeavour to resolve any complaint you may have in-house however if you are not satisfied with the outcome you may then take your complaint further to The Property Ombudsman. Alternatively, you can use the following link in accordance with the EU ADR Directive for resolving online complaints; <http://ec.europa.eu/odr>.

## **11. Intellectual Property Rights**

We own all rights in the intellectual property rights relating to the services we offer and in the Website content. You may not without our prior written permission reproduce, copy, transmit or upload any information about the services and the Website content including without limitation, any information, articles, photographs, images or submissions made available to you using the services and the Website.

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