

PROPERTY FINDER TERMS & CONDITIONS

1. Commencement

Kingsland Property & Land Agents 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 or rent, as described, or discussed with us. At all times during the continuance of this Agreement you will work with us and provide us with all the information reasonably required by us to enable us to help you achieve that objective.

3. Fees

We will be expending considerable time and effort on your behalf to find a suitable property for you.

For both purchases and rentals an initial Registration Fee of GB £750 (*inclusive of VAT*) will be charged.

In addition, for purchases, we are entitled to the greater of either 1.5% of the purchase price or 15% of the negotiated saving* between the asking price and the price you have agreed to pay (*referred to here as "the Commission Fee"*), for any property you exchange contracts to purchase an interest in which we have introduced you to. The registration fee will be deducted from the Commission Fee. This will be invoiced following exchange of contracts.

For rentals, the Commission Fee is the equivalent of one month's rental, or such minimum fee as may be agreed in respect of any property you agree to rent which we have introduced you to, during the continuance, or within one year after the date of termination or expiry, of this Agreement. The Registration Fee is not deducted from this final fee.

For the purposes of our Agreement, we shall be deemed to have introduced a property to you if, you have either received information about a property from ourselves directly or indirectly, or from any of the firms of estate agents with whom we have regular contact including their websites, or via any property portal or advertisement, or through agents or individuals whom you have instructed us to negotiate with on your behalf. For the avoidance of doubt, we are not required to show that we are the effective cause of any transaction brought about before the Commission Fee becomes due and payable.

VAT is payable in addition unless stated otherwise.

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 anybody corporate or trust in which any of those persons has an interest (directly or indirectly) acquires or agrees to acquire, any legal or beneficial or other interest in any freehold or leasehold property, or agrees to occupy any such property; or
- (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).

4. Duration

This Agreement shall subsist for an initial period of twelve months. Either party may terminate the Agreement at an earlier date on giving one month's written notice to the other.

5. Charges on termination

Upon termination or expiry of this Agreement, if you have not purchased or rented or agreed to purchase or rent a property by that time such that a Commission Fee has not then become due, 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 in the event that a Commission Fee becomes due after termination or expiry. Paragraph 6 details how termination charges will be structured.

6. Expenses policy

We do not seek to profit from any claim for expenses but rather to be placed in the position we were in before starting work on your assignment. We do not charge expenses for our time working in the office from day to day on your behalf and we do not charge for the cost of telephone calls, postage, and disbursements.

7. Payment

Payment of fees (other than the Registration Fees) shall be made in full on exchange of contracts for the purchase or rent 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 Lloyds Bank.

8. 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 or letting of any property. All purchasers and/or tenants must satisfy themselves as to the correctness and accuracy of any details provided by us and none of our officers or agents or employees have any authority to make any representations or statements in relation to any property and/or the service provided by us. In addition, 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 and/or tenants 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.

9. 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 non-exclusive jurisdiction of the courts of England & Wales.

10. Notice of right to cancel

You have the right to cancel this contract within 7 days. Should you wish to do so any cancellation must be provided in writing. Should you wish us to commence working on your home-search prior to the expiry of the 7 days cancellation period, please advise us of this in writing and be aware that any charges incurred during this period will be invoiced to you for payment.

Acceptance of terms and conditions

I/we agree to the above and wish to engage Kingsland Property & Land Agents to act on my/our behalf.

My/our payment and signature(s) below give full authority for Kingsland Property & Land Agents to proceed and validate acceptance of this contract.

Signed

Name (please print) [.....]

Date: [...../...../.....]

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