



Sellers Terms & Conditions

It is a requirement of the Estate Agents Act 1979 that you understand and accept our Terms and Conditions prior to instructing homesaleonline.co.uk on the sale of your property. Please read the terms and confirm your acceptance of these Terms and Conditions by filling in the details below and signing and dating the last page.

Sellers Name(s):

Address of Property to be marketed:

Asking Price:

Tenure:

Correspondence Address:

1. Definition

In these Terms and Conditions the following words and phrases shall mean:

Commission/Fee – The commission or remuneration payable by the seller for the introduction of a buyer provided by Home Sale Online in accordance with Clause 3.

Seller or You – The seller of a property as set out above.

Buyer – The purchaser of a property.

The Property – The freehold, leasehold or feudal property whose address is set out above.

Exchange of contracts – The date at which there is an exchange of binding contracts for the sale of the Property between the Seller and a Buyer.

Completion – The point at which all transactions concerning the sale of the property are concluded and legal transfer of ownership passes to the buyer.

Completion Date – The date of the completion of the sale of the Property between the Seller and the Buyer.

Sale Price – The final agreed selling price of the property.

Introduced – Should we directly or indirectly inform a prospective purchaser that The Property was on the market for sale, a consequence of which being they gain a personal interest in it. The term “indirectly informed” specifically includes the Internet and For Sale notices. Any sale to a buyer introduced via these forms of advertising is a sale originating from us and we are therefore entitled to Commission/ Fee for the Introduction.

“homesaleonline.co.uk” or “Home Sale Online” or “we” means homesaleonline, a trading style of Survey Scotland Ltd trading at 84 Niddrie Road, Glasgow, G42 8PU. Company registration number: SC353212.

2. Selling Procedures

2.1 We are pleased to provide valuation advice based on the relevant facts known to us including those provided by the seller. No liability is accepted for this advice either to the Seller or to any other party.

2.2 Home Sale Online will carry out a variety of selling procedures aimed at securing interest in the property from potential buyers including advertisements on Rightmove.co.uk, Nestoria.com and Globrix.com together with the other property portal sites affiliated to these. Home Sale Online may, from time to time, change its marketing campaigns with these websites; however it is company policy to advertise all properties on the available portal sites wherever possible.

2.3 Home Sale Online shall notify the Seller of all offers to purchase The Property. Unless otherwise advised we will assume that you are the only party to whom offers need to be submitted. Home Sale Online will conduct all offers on a subject to contract basis

3.0 Terms and Fees

3.1 VAT at a rate of 20% is payable on all our Fees and Costs.

3.2 Home Sale Online has the following choice of fee structures and variable sole agency contract periods depending on the fee option chosen.

(FEE IS SUBJECT TO PRICE BANDINGS AS FOLLOWS)

£0 – £50,000	£833.33 + VAT (£1000)	Only £280.00 upfront fee *
£50,001 – £100,000	£833.33 + VAT (£1000)	Only £330.00 upfront fee *
£100,001 – £200,000	£833.33 + VAT (£1000)	Only £380.00 upfront fee *
£200,001 – £300,000	£1000.00 + VAT (£1200)	Only £430.00 upfront fee *
£300,001 – £400,000	£1000.00 + VAT (£1200)	Only £480.00 upfront fee *
£400,001 – £500,000	£1250.00 + VAT (£1500)	Only £530.00 upfront fee *
£500,001 – £600,000	£1250.00 + VAT (£1500)	Only £580.00 upfront fee *

*The remainder of the fee, **Insert amount** is payable immediately on the completion of the property sale subject to clause 3.5.

No minimum contract period to any of the above package.

Where a percentage is stated this is calculated as a percentage of the final selling price. The upfront fees for options 1, 2 and 3 are non-refundable in the event of a property remaining unsold, being withdrawn from the market or being sold by another agent, yourself or by any other means.

If, for any reason, you decide to terminate this contract, any upfront fees paid by you to us, are non refundable. If you are currently marketing with an existing estate agent the terms & conditions of their contract must be adhered to.

*** The prices above may vary based on the location of your property.**

3.3 Home Sale Online will continue to market the property until such times that notice is given to cease marketing by the vendor, or that the property is sold. In either event, any upfront fee paid by you is non refundable. Home Sale Online reserves the right to cancel this agreement with no refund being offered for any upfront fees paid.

3.4 In the event of a buyer being introduced to the property by Home Sale Online and subsequently entering into a binding contract to purchase The Property, Home Sale Online will be liable to a final Commission / Fee if the Commission / Fee option has been selected.

3.5 The Commission/Fee is to be paid within 10 days of the completion date. In the event that the Commission/Fee is not paid within 10 days of the Completion Date the Commission/Fee will be charged at a rate of three times the agreed completion fee, payable to Home Sale Online. Should all or any part of Home Sale Online's Commission/Fee remain unpaid for more than 10 days after the Completion date, that sum shall bear interest from the due date until payment is settled in full at 2% per annum above the National Westminster Bank Plc base rate and be charged to the Seller and be due and payable to Home Sale Online.

3.6 The Commission/Fee is to be paid out of the completion monies relating to The Property prior to any other disbursements, save those of the solicitors' or conveyancers' fees. Settlement of Home Sale Online's account shall be made on the Seller's behalf by the Seller's Solicitors/Conveyancer and Home Sale Online shall be entitled to seek such settlement from them.

3.7 In default of the payment of the Commission/Fee by the Solicitor/Conveyancer to Home Sale Online under clause 3.5, the Seller agrees to pay the Commission to Home Sale Online direct upon the Completion Date.

3.8 If we find it necessary to use solicitors or other parties to recover Fees and or/costs you will be required to pay any reasonable expenses incurred by us in pursuing the debt.

4.0 Termination of contract

4.1 Should you wish to withdraw your property from marketing with us, we require notice of 1 week. You will not be entitled to either full or part refund of any upfront fees paid by you to us and a cancellation fee of **£395.00** will be payable within **10 days**.

4.2 Should you withdraw your property from Home Sale Online then decide to re-commence marketing we can suspend the marketing of your property for a maximum period of **4 weeks fee free**. Should you decide to re-market your property after a period of **4 weeks** normal fees will be applicable.

4.3 Home Sale Online Ltd reserves the right to remove a property from the market should any terms and conditions of this contract be contravened. No partial or full refund will be given.

4.4 Home Sale Online reserves the right to remove your property and remove the provision of our services to any client who finds it acceptable to be offensive and/or demonstrate threatening behaviour towards any member of staff.

5.0 Property Information

5.1 The Seller will endeavour to help verify any of the information requested by us and provide honest and accurate information relating to the property and the sale of the property.

5.2 The Seller shall inform Home Sale Online immediately of any material changes in information which may affect the way Home Sale Online markets the property. In order to comply with the Property Mis-descriptions Act 1991 Home Sale Online reserves the right not to publish any information provided by the seller.

6.0 Agency Services

6.1 In order to facilitate the sale, Home Sale Online will offer prospective purchasers our full range of estate agency services (as per your chosen service package) which may include the valuation or sale of their present property, property management and mortgage and conveyance services of companies not directly attached to Home Sale Online.

6.2 Home Sale Online guarantees that your house is advertised on the website that is www.homesaleonline.co.uk. Third party website portals are subject to change, as they may not be controlled by Home Sale Online and we do not guarantee a continued presence on these websites. However, it is the policy of Home Sale Online to advertise on the available property portals wherever possible.

6.3 A Home Report must be ordered for all newly marketed properties. Homesaleonline.co.uk is unable to market your property until we have a copy of the Home Report for the property.

These Terms and Conditions shall be governed by and construed in accordance with Scottish law and each party hereby submits to the exclusive jurisdiction of the Scottish courts.

I/We confirm I/we have read and understood and agree to accept the above Terms and Conditions.

Sellers Signature:

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Date:

Print name:

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Date:

Signed by:

For and on behalf of Home Sale Online

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Date: