

## Terms and Conditions

### 1.0 Definitions

In this document:

- 1.1 Pad-4-Sale Limited Registered company number 8275599, trading as Pad-4-sale Estate agents.
- 1.2 The Vendor means all those persons who own the property, who shall be liable jointly and severally to pay the fees.
- 1.3 The document headed Pad-4-sale Agency Agreement and the conditions set out there in constitute the contract between the Vendor and Pad-4-sale Ltd. Any additional terms will be incorporated within a separate document addressed to the Vendor or the Vendor's agents.

### 2.0 Terminology

- 2.1 Sole Agency: This means that the Vendor appoints Pad-4-sale as the sole agents for a minimum period.
- 2.2 Joint Sole Agency : This means that the Vendor appoints Pad-4-sale and one other named joint sole agent to act in conjunction with one another for the sale of the property.
- 2.3 Multiple Agency : This means that the Vendor is free to enter into separate agreements for the sale of the property with more than one agent other than Pad-4-sale limited.
- 2.4 Ready, Willing and Able Purchaser : this means a purchaser is a "ready, willing and able" purchaser if he/she is prepared and is able to proceed to exchange of unconditional contracts for the purchase of your property.

### 3.0 Charges

- 3.1 **Online Service:** Pad-4-sale charge a fixed fee for the online marketing services of a property. This fixed fee is detailed on our website [www.pad-4-sale.co.uk/fees.htm](http://www.pad-4-sale.co.uk/fees.htm).
  - 3.1.1 Additional online service : in addition to the fixed fee for online marketing we also offer additional services which are charged at the appropriate rates details on our website [www.pad-4-sale.co.uk/fees.htm](http://www.pad-4-sale.co.uk/fees.htm).
- 3.2 **Traditional service** : when Pad-4-sale are instructed to offer traditional estate agent services these will be charged depending on the term of the agency agreement as detailed below :-
  - 3.2.1 Sole Agents : When acting as the Sole Agent the vendor will pay a fixed percentage of the property price. The sole agency will be for a minimum period of 8 weeks. The Sole Agency will continue thereafter unless terminated by either party on 28 days notice in writing. During the period of our Sole Agency you agree not to instruct any other agent to sell the property. The agreed percentage rate will be detailed within Pad-4-sales Agency agreement.
  - 3.2.2 Joint Sole Agency : The Vendor shall pay to Pad-4-sale limited the joint sole agency commission (being the joint sole agency percentage specified in Pad-4-sale's Agency Agreement of the total sale price of the property, or such other percentage or sum as may be agreed and confirmed in writing by Pad-4-sale) if contracts for the sale of the property are exchanged (whether during the period of the joint sole agency agreement or at any time thereafter) with a buyer first introduced to the purchase by Pad-4-sale, the named joint sole agent or any other agent during the period of the joint sole agency.
  - 3.2.3 Multiple Agency : The Vendor shall pay to Pad-4-sale limited the multiple agency commission (being the multiple agency percentage specified in Pad-4-sale's Agency Agreement of the total sale price of the property, or such other percentage or sum as may be agreed and confirmed in writing by Pad-4-Sale) if contracts for the sale of the property are exchanged (whether during the period of the multiple

agency agreement or at any time thereafter) with a buyer first introduced to the purchase by Pad-4-Sale Limited.

- 2.3.4 Ready, Willing and Able Purchaser : The vendor will be liable to pay remuneration to Pad-4-sale, in addition to any other costs or charges agreed, if such a purchaser is introduced by Pad-4-sale which must be paid even if you subsequently withdraw the unconditional contract for the sale, irrespective of your reason.

### **3.3 Commission**

- 3.3.1 The commission you pay Pad-4-sale is based on the total of the transaction including the price of fixtures and fittings. This will also include any other goods or properly put forward by the buyer to satisfy all or part of the transaction. The amount charged will be either the percentage rate or the specified flat fee detailed within the Pad-4-sale agency agreement.
- 3.3.2 Pad-4-sale will submit an account to the vendors solicitors on exchange of contracts for payment within 30 days or on completion, whichever is the sooner. If the account remains unpaid for 10 days after the above date we reserve the right to charge daily interest on the outstanding balance at 3% above the Bank of England base rate until payment is received in full.
- 3.3.3 If the vendor enters into negotiations and proceed to part exchange your property during the terms of our contract, for which Pad-4-sale have sole agency rights, the fee within the Pad-4-sale agency agreement will become payable.
- 3.3.4 Should a buyer wish to exchange or part exchange their property for the clients property, our agreed rate of commission detailed within the Pad-4-sale agency agreement will .be payable by the vendor based on the full price being asked by the agent for the clients property and not on equality monies if any should exist.
- 3.3.5 If Pad-4-sale introduce the vendor to a purchaser during the Sole Agency period who is ready, willing and able to purchase the property at the agreed purchase price and you decide not to sell for whatever reason, then half of the agreed commission within the Pad-4-sale agency agreement will become payable, plus any other additional marketing services that the vendor has instructed Pad-4-sale to implement.

### **4.0 Disclosure Requirements**

- 4.1 Under Section 21 of the Estate Agents Act 1979 we are required to disclose to prospective buyers any family relationships or business association between you and any of our employees. Any such relationship must be disclosed.
- 4.2 Under this agreement Pad-4-sale must know whether any party or parties have shown interest in buying the property prior to instruction.
- 4.3 In the event that your property is sold to a purchaser named in Section 4.2 our commission will be half of that quoted within our agency agreement.

### **5.0 General Terms**

- 5.1 Pad-4-sale fully observes the provisions of the Estate Agents Act1979, the Property Mis descriptions Act 1991, the Consumer Protection from Unfair Trading Regulations 2008 and any other relevant legislation.
- 5.2 Conveyance Referral: Pad-4-sale promotes a panel of solicitors who have been carefully selected to provide conveyance services. The conveyance services will be provided by a third party and Pad-4-sale is not liable for their actions or omissions.
- 5.3 Vacant Properties: Where the property is left vacant during the Agency period, it is the client's responsibility to ensure that the property is maintained and any plumbing and heating systems are drained down and the water supply turned off.

## **6.0 Energy Performance Certificate (EPC)**

- 6.1 Government legislation requires sellers to commission an EPC prior to marketing. Pad-4-sale Ltd offer various options, the details and costs of which will be discussed and agreed in advance and then confirmed in writing at the point of instruction.
- 6.2 Marketing of property can only commence by Pad-4-sale once an Energy Performance Certificate has been received.

## **7.0 Marketing**

- 7.1 Responsibility for marketing costs where applicable (e.g. special advertising brochures, professional photography, national advertising etc.) and other expenses will always be pre-agreed with the Vendor with an estimate of costs given and confirmed in writing. Where it is agreed that the Vendor will pay for these additional costs and expenses they will be payable in advance of any such orders being placed.
- 7.2 With the vendors permission we will erect a 'For Sale' board at the property. Legally only one estate agents' sign is permitted. Whilst acting as sole agents the vendor must not allow any other 'For Sale' sign to be erected during this period.
- 7.3 Whilst we endeavour to ensure that our website and property brochures are accurate and reliable based on the information supplied, property particulars are published as a guide to the property and accuracy cannot be guaranteed. Neither the particulars nor any statement made by or on behalf of Pad-4-sale or its subsidiary or associated companies is intended to form part of a contract, agreement or warranty. Photographs / images are reproduced for general information and it must not be inferred that any item is included within the sale of the property. Any intending purchasers must satisfy themselves by inspection both internally and externally including gardens or otherwise as to the accuracy of each of the statements contained within these particulars.
- 7.4 Any images, photographs produced for the sales particulars are protected and must not be reproduced without permission of Pad-4-sale.
- 7.5 Marketing of property can only commence by Pad-4-sale once an Energy Performance Certificate has been received.

## **8.0 Data Protection Act**

- 8.1 Details of your property, but not your name or other personal details may be placed on the internet as part of our advertising strategy, unless you not us otherwise.
- 8.2 Pad-4-sale are registered with the information commissioners office (ICO) who are the UK's independent authority set up to up hold information rights in the public interest.

## **9.0 Information Technology**

- 9.1 Any emails, their contents and any attachments may be legally privileged and/or confidential. If you have received an email in error please notify us immediately. You are not authorised to, and must not disclose, copy, distribute or retain any part of it. Pad-4-sale Limited may monitor outgoing and incoming emails and other telecommunications on its email and telecommunications systems. Pad-4-sale Limited and subsidiary companies have taken reasonable precautions to minimise the risk of virus infection, however we cannot accept any liability for any loss or damage sustained as a result of software viruses. It the recipients responsibility to carry out such virus checking as is necessary before opening any attachments.

## 10.0 Discrimination

- 10.1 Pad-4-sale will not discriminate against any person under the definitions of the Sex Discrimination Act 1975 or the Race Relation Act 1976. Pad-4-sale will not discriminate, or threaten to discriminate against any prospective Buyer of the Seller's property because that person refuses to agree that the Agent will (directly or indirectly) provide services to them. Discrimination includes: Failing to tell the client of an offer to buy the property; Telling the client of an offer less quickly than other offers that have been received; Misrepresenting the nature of the offer or that of rival offers; Giving details of properties for sale first to those who have indicated they are prepared to let the Agent provide services to them; Making it a condition that the person wanting to buy the property must use any other service provided by Pad-4-sale or anyone else.

## 11.0 Right to Cancel

- 11.1 If you are a consumer client and this a Pad-4-sale contract was not agreed in our office you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day this contract was agreed. To exercise the right to cancel, you must inform us of your decision to cancel this contract by sending us a clear statement in writing to the following address, or email at [info@pad-4-slae.co.uk](mailto:info@pad-4-slae.co.uk)

### **Pad-4-Sale Limited**

16 Church Street  
Barnoldswick  
Lancashire  
BB18 5UT

- 11.2 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 11.3 We are not legally permitted to market your property until the cancellation period has expired, unless you provide us with specific permission to do so. This will require the appropriate section of the agency agreement to be completed and signed accordingly to clarify either a) Begin immediate marketing of the property or b) Do not begin immediate marketing of the property
- 11.3 If you do request that Pad-4-sale begin immediate marketing of your property during the cancellation period and you do exercise your right to cancel, you will be required to pay us an amount which is in proportion to what has been performed until you communicated your cancellation of the contract. This will include the expenses incurred in line with the expenditure schedule above plus any other reasonable costs. Where we introduce or have negotiations with the ultimate buyer of the property before you exercise your statutory right to cancel the contract, this contract will be deemed to have been fully performed and the agreed agency fee would be due, notwithstanding that cancellation took place.