

## Agency terms of business

It is a requirement of the estate agents act 1979 that you understand and accept the terms and conditions under which Profectus Lettings Limited (the "Agent", "we" or "us") will act for you on the sale of your property. Please read through the entire agreement and confirm acceptance of these terms by signing where stated.

### Definitions:

In these terms and conditions, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

Profectus Lettings Limited **/we/agent** - means Profectus Lettings Limited, registered in England whose company registration number is 09375319 and whose registered office is located at: 128 Alcester Road, Moseley, Birmingham, B13 8EE

**"Seller/** - the owner(s) of the property or the person(s) given the benefit to or who is entitled to sell the property.

**"Buyer** - the person(s) buying the property.

**"Property** - means the freehold or leasehold property to be offered for sale.

**"EPC"** - energy performance certificate.

**"Sale price** - the price agreed between the buyer and the seller for the sale of the property.

**"Exchange date"** - means the date at which contracts for the sale of the property between the seller and the buyer are formally exchanged.

**"Completion date"** - the date agreed by both the buyer and seller that is the completion of the sale / purchase.

**"Third party services"** - any services provided by third parties, including, without limitation, financial, insurance, conveyancing and Utility switching services.

**"Services"** - means all and any products and/or services offered by Profectus Lettings Limited from time to time, full details of which can be read on the website.

**"Fees"** - amounts owing to Profectus Lettings Limited in respect of services provided, details of which are set out in the agreement.

**"Charges"** - has the meaning given to such term in clause 4.1.

**"Pay now"** - has the meaning given to such term in clause 5.1.

**"Pay later"** - has the meaning given to such term in clause 5.2.

**"Website"** - [www.profectusestates.com](http://www.profectusestates.com)

### 2. General

Unless the context otherwise so indicates, references to statutory provisions include those statutory provisions as amended or re-enacted, references to any gender includes all genders and the singular shall include the plural and vice versa. It will be deemed that you accept this agreement by ticking acceptance to terms on our website, payment of our services or in form of alternative electronic communication. It is accepted that you bear the necessary authority, power and capacity to enter into this agreement or have the authority from the beneficial owner to sell the property on these terms and are not acting in a professional capacity as a property developer, an estate agent or on behalf of (whether as an employee, agent or otherwise) of an estate agency.

### 3. Our services

#### 3.1 Energy performance certificate (EPC)

The seller understands that an energy performance certificate must be held or has been commissioned before a property can legally be advertised on the market. You agree to provide Profectus Lettings Limited with a valid EPC within 7 days of your property advert being published. Once ordered, fees are non-refundable.

#### 3.2 Home Reports

The seller understands that a home report must be held in respect of any property situated in Scotland before it can be marketed, and agrees to provide a valid home report prior to the commencement of any advertising.

#### 3.3 Staging visit

Once instructed, your local property expert will arrange a convenient time to visit, take photographs and draw up the property advert particulars ready for approval.

#### 3.4 Property advertisement

Profectus Lettings Limited will advertise your property on Profectus Lettings Limited and a number of third party portals that we consider effective at sourcing new buyers. Our policy is to maintain and build upon the existing network of third party portals we work with, however withdrawing from such portals remains at our absolute discretion without further guarantee.

#### 3.5 Unlimited marketing

Unlimited marketing only applies to our pay now/pay later payment options, allowing you the freedom to stop and start your advert until your property has sold.

#### 3.6 offers and negotiations

We shall best endeavor to negotiate the highest selling price for your property, notifying you of all offers we receive to purchase the Property within 24 hours. When you accept an offer, we will list the property as sold subject to contract.

#### 3.7 For sale boards

3.7.1 Profectus Lettings Limited will erect a for sale board where possible unless we are instructed otherwise. You agree to be responsible for re-erecting the board if it's dislodged by adverse weather conditions or a third party. Where a replacement board is required and requested by you. Where your property is sold subject to contract, we will order a sold slip for your board and will collect upon completion or termination of this agreement.

3.7.2 In relation to the town & country planning act 1990 (as amended), our boards fall within the rules on size and display, however its understood that other council and private legislations are your responsibility.

### 4. Fees

All fees advertised in print or on the website are inclusive of vat and will be confirmed by Profectus Lettings Limited at the time an order is processed. Our standard charge for the Sale of a property is 1% of overall agreed sale value excluding extra services provided.

**4.1** Charges in addition to the fees payable on ordered services, Profectus Lettings Limited reserves the right to charge additional fees (together the "charges") under the following circumstances: If additional services are provided beyond the scope of the services; or if you cancel the order on which a staging visit has been completed, an amount of £120 will be payable.

## **5. Orders and payments**

In respect of services offered on our website, Profectus Lettings Limited reserves the right to accept or reject orders for our services at its absolute discretion.

**5.1** Pay now - payment of agreed services, charges and fees shall be payable upon acceptance of these terms and conditions. Fees and charges are non-refundable except where you have cancelled this agreement in accordance with your 'right to cancel' and subject to clause 4.1.

**5.2** Pay later - the following terms and conditions apply to services ordered on a pay later basis. All fees and/or charges are payable when on completion of the sale or leasing of the property or on the agreed deferred payment date, being up to 10 months from the date on which an order is submitted for the services. The deferred payment facility is offered at 0% interest through a third party finance provider of our choice (the "finance provider". it's agreed that we can disclose your information if required by the finance provider in the process of completing your order.

**5.3** Profectus Lettings Limited will provide services starting the date on which the property is first listed on the website for a period of up to six months. ("Pay on sale period"). At the end of the pay on sale period, it will be to our complete discretion whether we offer to extend services for a further six month period. ("Extended pay on sale period")

**5.3.1** Profectus Lettings Limited will be the sole agent for the sale of the property for a period of 8 weeks ("sole agency period") commencing upon the date the property is first listed on the website.

**5.3.2** At the end of the sole agency period, unless otherwise instructed by the seller, we will continue advertising your property for a further 18 weeks ("the extended period")

**5.3.3** The seller is accountable for paying the commission fee to the agent, further to any other fees or charges agreed under the following circumstances:

If unconditional contracts for the sale of the property are exchanged within the sole agency period, even if the buyer was found by another agent, another person or the seller. If unconditional contracts for the sale of the property are exchanged involving a buyer who was introduced by Profectus Lettings Limited or whom had negotiations about the property with Profectus Lettings Limited during the pay on sale or extended period.

**5.3.4** You authorise fees and charges in respect of services provided to be deducted from completion monies handled by your solicitors/conveyancers and accept that in the event fees are not paid by your solicitors/conveyancers, payment of our fees/charges shall be settled on completion of sale.

**5.4.5** Upon accepting the terms of our "pay on completion" terms, you accept that services cannot be transferred during the pay on sale or extended period to our "pay now" or "pay later" payment option without written approval from Profectus Lettings Limited.

## **6. Dual fee liability**

You may be responsible for paying fees to another agent as well as a fee to us if you instruct, or will instruct another agent to sell your property. To avoid unnecessary additional charges, check the agency terms of business you have signed with the other agent.

**6.1** Where a secondary Agent is appointed, Profectus Estates remains entitled to 50% of the sale fee on completion if the property is sold by the secondary agent.

## **7. Conveyancing**

Offer conveyancing services from an expert panel of conveyancers (the "panel") with the service by means of referral. Referrals of such services are subject to the following terms and conditions.

**7.1** If you have agreed to receive a quote, a panel conveyancer will contact you to confirm pricing and terms and conditions in respect of the property sale.

**7.2** By accepting the panel conveyancer's terms and conditions, a separate agreement will be entered between the buyer and the panel conveyancer which is disconnected from your agreement with Profectus Lettings Limited.

**7.3** A referral fee may be paid to Profectus Lettings Limited from the conveyancing provider in respect of referring you to use their services.

**8.** Complaints - Profectus Lettings Limited are members of The Property Redress Scheme meaning it's a condition that we provide information relating to our complaints procedure. In the event of a complaint, send written correspondence to Profectus Lettings Limited, 128 Alcester Road, Moseley, Birmingham, B13 8EE or emailed to [info@profectusestates.com](mailto:info@profectusestates.com) you will receive an acknowledgment in 3 working days and a full written response within 15 working days of the acknowledgement. A copy of our complaints handling procedure is available. The agent is a member of PRS (The Property Redress Scheme) and follows the PRS code of practice. The owner agrees that the agent may give information about the sale of the seller's property to the Redress Scheme, if the owner has registered a complaint and they ask for that information. The owner also agrees to allow the agent to share information with PRS to allow them to monitor and improve performance. The PRS code and Consumer Guide can be found at [www.theprrs.co.uk](http://www.theprrs.co.uk). Property Redress Scheme, Premiere House, 1st Floor, Elstree Way, Borehamwood, WD6 1JH. Call 0333 321 9418 or email [info@prs.co.uk](mailto:info@prs.co.uk).

**9.** Law and jurisdiction this agreement is governed by and should be read in conjunction with the laws of England and Wales.

## **10. Right to cancel**

You have the right to cancel this agreement within 14 days of accepting these terms and conditions without reason. If you exercise your right to cancel outside of the 14 day cancellation period, all fees owing to us will become due and payable. You may request that our services commence during the 14 day cancellation period. If you subsequently exercise your right to cancel after services have commenced, you shall pay us an amount which is proportionate to the services provided to you until you have communicated to us your right to cancel. Any products ordered will not be refundable, once the 14 day cancellation period has expired. Notice of right to cancel - to exercise the right to cancel, email Profectus Lettings Limited or send written confirmation of your wish to cancel to Profectus Lettings Limited.

## **11. Unoccupied properties**

We accept no responsibility for the maintenance or repair of unoccupied properties during marketing or once a sale has been agreed.

## **12. Consumer protection regulations (CPRS)**

It is an offence to make inaccurate or misleading statements about your property (be they written or verbal) and includes deliberately omitting material facts. In order for us to meet the terms of this provision, the seller agrees to verify the contents of the sales particulars that are prepared by the agent, ensuring that the information is accurate. The seller agrees to notify Profectus Lettings Limited immediately should the seller become aware of any inaccuracies within any published advert displaying the property. You hereby indemnify Profectus Lettings Limited in respect of any losses, damages, expenses or such other costs that arise as a result of you providing incomplete, inaccurate or misleading information.

## **13. Money laundering regulations 2007**

We must by law carry out checks on the seller to confirm their identity.

## **14. New services - data protection act**

On occasions, we would like to share with you new products and services provided by associated companies in order to make you aware of the most up to date products. Please advise if you do not want to receive such details. The seller understands and accepts the terms and conditions of this agreement.

