



My Property For Sale Terms and Conditions MULTI AGENCY

When you instruct My Property For Sale to sell your property it is requirement of the Estate Agents Act 1979 that you accept our terms and conditions. Please read below and confirm your acceptance of the terms and conditions by signing at the bottom of the page where stated

MULTI AGENCY We do not tie you in for any period of time, you can use other estate agents whilst we are marketing your property, your property can be removed from all sites within 48 hours at your written request. Upfront fee only, 0% commission!

SOLE AGENCY If you are already with an agent on a Sole Agency Contract this means that you cannot instruct any other estate agent for the contract period.

JOINT SOLE AGENCY This is where 2 agents can be appointed to market your property, the agent who sells the property will be paid the commission. We charge NO commission.

Agreement Terms 1 Payments and commission payable to My Property For Sale

1a When you instruct My Property For Sale to market your property, you will pay the upfront fee listed on the website, this is currently £299+vat = £358.80. Once the fee has been paid we will arrange an appointment to visit your property to take the property to market.

1b In the event of the property being sold during the marketing period you will owe My Property For Sale 0% commission = £0, nothing.

1c When you instruct My Property For Sale you would have paid a listing fee, when our agent has visited your property this fee becomes non-refundable.

2 Your Listing with My Property For Sale and our partner sites

2a Your property details will be listed on My Property For Sale until the property is sold or you request us to remove the property, this is guaranteed listing time. We also list your property on our 3rd party portal websites including Rightmove.co.uk, Primelocation, Findaproperty, Email4property and Zoopla.co.uk, these websites are not controlled by My Property For Sale so we cannot guarantee advertising time on these 3rd party websites, in other words if there is a problem with their website it is out of our hands, it is My Property For Sale's policy though to maintain and ensure that your property details are listed.

2b **Rightmove.co.uk, Primelocation, Findaproperty and Zoopla.** My Property For Sale will upload your property details to all these 3rd party websites for a period of 365 days any time advertising, if you want My Property For Sale to take your property 'offline' for 1 month for example, this month will be added to your total time, guaranteeing you 365 days of marketing. If your property has not sold within the 365 days marketing period you can re-list the property for an additional £150 +vat for another 365 days on all websites.

2c To comply with the Property Misdescriptions Act My Property For Sale will contact you after 6 months of marketing.

3 Property Misdescriptions Act 1991

To ensure compliance of the Property Misdescriptions Act 1991 and to ensure that My Property For Sale or the seller becomes involved in any legal action, we reserve the right not to publish any information provided by the seller.

3a The seller shall indemnify My Property For Sale, its proprietors, employees or agents against any claim made in respect of the property or any misdescriptions here in that arises wholly or partially out of the act or default of the seller.

4 Offers for your property

My Property For Sale confirms that we will forward all offers for your property promptly to your email address and mobile phone, where provided.

When an offer has been accepted My Property For Sale will create the memorandum of sale and forward to ALL parties concerned by email, this includes You, Your Buyer, Your Solicitor, Their Solicitor.

5 By Signing this contract

5a You are confirming that you are the beneficial owner(s) of the property or have the authority from the beneficial owner(s) to sell the property on the above terms, please sign and print 2 copies, one for your records and one to send to us:

My Property for Sale, Barn House, Mengham Lane, Hayling Island, Hants PO11 9JX

6 For Sale Boards

If you order a for sale sign it will be sent to you by DHL Courier Delivery after you have made your payment to instruct us, the charge for the sign with delivery is £20+vat. The board will show our freephone number. You will be responsible for erecting the sign. Once the board has been delivered to you it becomes your property, it is your responsibility to take it down when your property has been sold. We are not responsible for any damage that your board may cause.

7 Unoccupied Property

7a My Property For Sale cannot accept responsibility for the maintenance or repair of any unoccupied property for the sale

8 Property Particulars

8a My Property For Sale will create your property marketing details for you, depending on the chosen package we will create the property details with a description, photos, room measurements and a floor plan. If you prefer we can use your photos and description for your marketing, this will need to be approved by the visiting agent for correctness. We will contact you to confirm that the property details are correct and on your approval we will start to market your property.

9 Viewings

You will be conducting your own viewings so it is your responsibility to ensure your property is safe for visitors , My Property For Sale cannot be held responsible for any instances that may occur during the visit, for example if a buyer was to fall on a broken staircase or if you realised that some items were missing. Please be aware of this when show prospective buyers around.

9a By signing this contract you are granting My Property For Sale permission to forward prospective buyers your name, 1st line of address and postcode when the viewing has been booked, you are also granting us permission to pass your name and phone number for purposes such as conveyancing, mortgage valuation etc.

10 EPC (Energy Performance Certificate) 9a

We are required by law to market your property with an EPC, we currently charge £55+vat for an EPC. If you have an EPC that is under 10 years old we can use this and there would be no fee.

11 Money Laundering

10a Under the Money Laundering Regulations of 2003 we must carry out identity checks on both buyers and sellers that we take on, checks are done on an electronic system and may require us to ask you for some additional information such as your passport or driving license number.

12 Cancellation

You have 7 days to cancel your contract after payment has been made IF we have not visited the property to take all the particulars for sale, if we HAVE visited the property this fee is non-refundable, once we have visited the property this contract is your acceptance. Cancellation to our representative MUST be made 24 hours before the appointment time and this must be confirmed in writing. To cancel please email trevor@mypropertyforsale.co.uk including full details of the property and your name.

Signature

Your Signature

A handwritten signature in dark ink, appearing to read 'Trevor Gillham', written in a cursive style.

Trevor Gillham
Proprietor: My Property For Sale

Name:
Address: