

Terms & Conditions

<u>Platinum Agency</u>			Up front payment	Completion
<i>Initial:</i>	<input type="checkbox"/>	Option One (sole agency)	£339.57 (£399 inc VAT)	£600.00 (inc VAT) of selling fee where mouseale has introduced purchaser.*
<i>Initial:</i>	<input type="checkbox"/>	Option Two (sole agency)	£217.39 (249 inc VAT)	0.5% (plus VAT) of selling fee where mouseale has introduced purchaser.*
<i>Initial:</i>	<input type="checkbox"/>	Option Two (sole or multiple agency)	Nil	1% (plus VAT) of selling fee where mouseale has introduced purchaser.*

Or choose and initial the following bespoke option:

<i>Initial:</i>	<input type="checkbox"/>	Bespoke (sole agency) <i>Please complete and initial blank boxes</i>	<i>Initial:</i>	% (plus VAT) of selling fee where mouseale has introduced purchaser.* <i>Initial:</i>
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If you would like us to provide you with a **no obligation conveyancing quote**, please tick the following option:

<u>Conveyancing</u>			
<i>Initial:</i>	<input type="checkbox"/>	Conveyancing	POA

The following optional extras may help you elicit an early sale. Please tick/initial any required. Please note floor plans and virtual tours prices may be liable to change if mouseale has not provided your EPC which includes a 2D floor plan.

<u>Sales Aids</u>			Up front payment
<i>Initial:</i>	<input type="checkbox"/>	3D Floor Plan	£29.99
<i>Initial:</i>	<input type="checkbox"/>	3D Virtual Tour	£59.99
<i>Initial:</i>	<input type="checkbox"/>	mouseale.co.uk Home Page Featured Property	£19.99



It is a requirement of the Estate Agents Act 1979 that You understand and accept Our Terms and Conditions prior to instructing mousesale on the sale of your Property (or properties).

Please note that You confirm Your acceptance of these Terms and Conditions either by filling in the details above, signing the last page, and returning the signed document to Us by email in PDF format or by mail to the address below OR by ticking the accept terms and conditions box on Our website and then clicking the submit button.

Recital

The Seller has agreed to appoint and mousesale has agreed to act as the Sellers' estate agent to sell the Property (or properties) subject to the terms and conditions below:

1. Definitions

1.1 In these Terms and Conditions the following words and phrases shall, unless the context otherwise requires, have the following meanings:-

“Completion Date” means the date of the completion of the sale of the Property (or properties) between the Seller and a Purchaser;

“Exchange Date” means the date at which there is an exchange of binding contracts for the sale of the Property (or properties) between the Seller and a Purchaser;

“Fee” means the commission or remuneration payable by the Seller in consideration of the Services provided by mousesale in accordance with Clause 3 below;

“mousesale” means Mouse Sale Ltd. mousesale.co.uk, mouselet.co.uk, mouselet and mousesale which are trading names of online estate agent Mouse Sale Ltd registered in England & Wales No. 5694512, or our appointed agents.

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“Property (or properties)” means the freehold or leasehold property (or properties) whose address (or addresses) is (are) set out above;

“Purchaser” means the purchaser of the Property (or properties);

“Sale Price” means the final agreed selling price of the Property (or properties);

“Seller” or “You” means the beneficial owner(s) of the Property (or properties) or person(s) with authority of the beneficial owner(s) of the Property (or properties) to sell the Property (or properties) whose name is listed as such above;

“Services” means the estate agent services to be provided by mousesale as set out in these Terms and Conditions;

“Term” shall run from the day marketing commences until it is terminated in accordance with Clause 9.

“The Site” means www.mousesale.co.uk

1.2 The headings in these Terms and Conditions do not affect its interpretation, save where the context otherwise requires, references to sub-clauses, clauses and schedules are to sub-clauses, clauses and schedules of these Terms and Conditions.

1.3 Unless the context otherwise so requires, references to statutory provisions include those statutory provisions as amended or re-enacted and references to any gender includes all genders and the singular shall include the plural and vice versa.

2. Negotiations

2.1 mousesale will conduct all negotiations on a “subject to contract” basis.

2.2 You authorise mousesale to act as selling agents on Your behalf during the Term.

3. Fees

3.1 You must nominate a Fee Option as part of Your instruction to mousesale to act as Your agent. In the event that You wish to change Your agreed Fee Option there will be a 7 day 'notice period' required, which will run from the day mousesale receives written confirmation from You stating that You wish to change the Fee Option.

3.2 In the event that a Purchaser is introduced to the Property (or properties) by mousesale, or a Purchaser has entered negotiations about the Property (or properties) with mousesale, during the Term and subsequently contracts for sale of the Property (or properties) are exchanged with the Purchaser, mousesale shall be paid in accordance with the appropriate Fee Option in force at the date the Purchaser was introduced.

3.3 All Fees shall be paid to mousesale within 10 days of the Completion Date.

3.4 Payment may be made either: (i) by using the online payment system which can be found at www.mousesale.co.uk; or (ii) by cheque which should be made payable to Mouse Sale Ltd.

3.5 The Fees payable by You to mousesale under these Terms and Conditions are stated exclusive of VAT.

3.6 The Fee is to be paid out of the completion monies relating to the Property (or properties) prior to any other disbursements, save those of the solicitor's or conveyancer's fees. Settlement of mousesale's account shall be made on Your behalf by Your solicitor or conveyancer and mousesale shall be entitled to seek such settlement from them. Your acceptance of these Terms and Conditions authorises Your solicitor or conveyancer to settle mousesale's account in accordance with these Terms & Conditions.

3.7 In default of the appointment of a solicitor or conveyancer, or the payment of the Fee by the solicitor or conveyancer to mousesale under Clause 3.7, You agree to pay the Fee directly to mousesale on the Completion Date.

3.8 mousesale retains the right to charge interest on any amounts remaining unpaid for more than 10 days after the Completion Date at a rate of 3% (three percent) per annum above the base rate of Barclays Bank PLC, until payment is made in full, both before and after any judgment.

3.9 mousesale retains the right to charge a cancellation fee of £100 in the event of a cancellation if an agent has already travelled any distance to the said property (or properties) on the date booked for the property (or properties) to be listed.

3.10 mousesale will charge a minimum total fee of £340 + VAT upon the sale of any property (or properties). The actual amount charge will be dependant upon the selling option selected.

4. Property Description

4.1 You must ensure that any properties you offer for sale or let via mousesale comply with all UK legislation (such as, without limitation, the Property Misdescriptions Act 1991, The Sale of Goods Act, The Housing Act 2004 and The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007) and must not mislead or be inaccurate in any way, regardless of whether such legislation directly applies to you, otherwise mousesale reserves the right not to publish any information provided by You.

4.2 mousesale shall prepare a set of property particulars on your behalf, however mousesale are not responsible for any of the data that it provides to buyers and sellers. All information on our website and all information provided to buyers and sellers directly, cannot be guaranteed and they do not form part of any contract. You must confirm your property details are correct before marketing of the property can commence via mousesale., This can be confirmed in writing, verbally or by logging on securely to the www.mousesale.co.uk website using your username and password where you will be given a chance to review your property details prior to upload onto the property portals. mousesale reserves the right to amend property details on the site at our discretion. You shall inform mousesale immediately of any material changes in information regarding the property description.

4.3 mousesale does not take any responsibility for the accuracy of the information or photographs contained on the site and advise all prospective vendors and purchasers to take appropriate professional advice before entering into any contract. Photographs used must be provided with the owners consent. mousesale will not be liable for any breach of copyright. The particulars contained by mousesale are intended to give a fair and accurate description for the guidance of intending purchasers and do not constitute an offer or part of a contract.

5. Indemnity

5.1 You shall indemnify mousesale, its directors, employees and agents, against any claim made in respect of the Property (or properties) or any misdescription thereof that arises wholly or partially out of any act or omission committed by You - including the non provision of a Energy Performance Certificate or Scottish Home Report where required by law.

6. Offers

6.1 mousesale shall notify You in writing (including via email) of all offers it receives to purchase the Property (or properties).

7. Warranties

7.1 You hereby warrant and covenant that:

7.1.1 You have the necessary authority, power and capacity to enter into these Terms and Conditions; and

7.1.2 You are either (i) the beneficial owner of the Property (or properties), or (ii) have the authority from the beneficial owner to sell the property (or properties) on these terms.

8. Money Laundering

8.1 You agree to provide mousesale with all information as may be required by mousesale in order to comply with any money laundering regulations as may be in force from time to time. We may for example, require you to provide information such as your passport or driving licence.

9. Agency

9.1 In accordance with Your choice of Fee Option mousesale will either provide the Services of a Sole Agency or a Multiple Agency. Fee Options 1, 2 and 3 may only be undertaken on a Sole Agency basis unless mousesale has agreed otherwise.

9.2 Any upfront fee required under Your chosen option above is a non-refundable, one-off charge that shall be paid before services commence.

9.2 SOLE AGENCY:

9.2.1 All negotiations for the sale of the Property (or properties) shall be carried out by mousesale.

9.2.2 You will be liable to pay the Fee to mousesale, in addition to any other expenses or charges agreed (E.g. HIPs etc), if there is an exchange of contracts for the sale of the Property (or properties). In accordance with clause 3.2:

(i) with a Purchaser introduced by us during the period of mousesale's sole agency; or

(ii) with whom mousesale had negotiations about the Property (or properties) during that period; or

(iii) with a Purchaser introduced by another agent during the period of mousesale's sole agency.

9.2.3 The sole agency agreement shall run from the day that marketing commences and for a total of 8 weeks after which time the sole agency agreement shall continue to run until terminated by 7 days' notice in writing, you cannot serve 7 days notice until the 8 week period has expired but can be served any time after this period.

9.3 MULTIPLE AGENCY:

9.3.1 You shall be free to enter separate negotiations with more than one estate agent.

9.3.2 You will be liable to pay the Fee to mousesale, in addition to any other expenses or charges agreed (e.g. HIPs etc), if there is an exchange of contracts for the sale of the Property (or properties). In accordance with clause 3.2:

(i) with a Purchaser introduced by us during the period of mousesale's multiple agency; or

(ii) with whom mousesale had negotiations about the Property (or properties) during that period;

9.3.3 The multiple agency agreement shall run from the day that marketing commences and for a total of 8 weeks after which time the multiple agency agreement shall continue to run until terminated by 7 days' notice in writing, you cannot serve 7 days notice until the 8 week period has expired but can be served any time after this period.

9.4 A Purchaser mousesale has introduced is anyone who has learned about the Property (or properties) through mousesale's activity either directly or through another person. This can include, for example, advertisements, office displays, sales details, For Sale signs, internet advertising, leaflets and any other verbal or written activity. It is possible for us to be the introducer even where there is another agent instructed.

9.5 If You exchange contracts with a Purchaser, introduced by mousesale, within 6 (six) months of the expiration or termination of these Terms and Conditions, the Fee will become payable by You in full.

9.6 You shall notify Us in each case you instruct another estate agency to sell the property (or properties) that we have been instructed to sell.

9.7 If you have instructed another agent on a sole agency and/or sole selling/letting rights basis, the terms of those instructions must be considered to avoid the possibility liability to pay two sets of fees. mousesale will not be held liable if a vendor or lessor is subsequently is bound to pay another agents fee.

10 For Sale Boards

10.1 Town & Country Planning Regulations state that only one estate agent board may be displayed at any one time. We request that You do not erect or display any other estate agent's boards for the duration of the Term.

10.2 For Sale or To Let boards provided by mousesale are the responsibility of the vendor or lessor and must be erected in accordance with local planning regulations.

mousesale is not liable for the loss of your board or any damage the board may cause. A charge of £25.00 per additional For Sale or To Let board that you require will be made.

11 Energy Performance Certificates (EPC) and Scottish Home Reports (HR)

11.1 From May 2010 it has been compulsory for homeowners in England & Wales to arrange for an Energy Performance Certificate (EPC) to be ordered before putting their home up for sale. The Scottish equivalent required from 1st December 2008 is a Home Report (HR) which must be prepared before the home can be marketed for sale. All vendors using the site confirm that where applicable, they have made necessary EPC/HR arrangements including accompanying any written or electronic particulars of the property for sale with its energy and environmental ratings (the asset ratings) as required by law. This can be in the form of a copy of the EPC/HR ratings graphs displayed as an image replacing one or more of the allowable photographs on The Site. Your property (or properties) cannot be marketed until the EPC has been ordered and in the case of Scottish Home Reports, is in place. mousesale will market your home as soon as we have confirmation that the EPC has been ordered and that, where applicable, the HR is in place and is accessible for viewing (subject to any new regulations enforced by the Government).

12 Sub Agency

12.1 mousesale may appoint a sub-agent if it thinks fit and desirable and will do so at no extra cost to You. mousesale will inform You in writing should we do so. All Fees shall remain payable to mousesale as if mousesale had been the primary agent.

13 Advertising

13.1 You authorise mousesale to advertise details including, without limitation, the address of the Property (or properties), its asking price, photographs and plans of the Property (or properties) on the mousesale.co.uk website, other websites advertising the sale of properties, magazines and newspapers and in any other such media as mousesale deems in its sole discretion reasonable in order to achieve a sale of the Property (or properties). mousesale shall be liable for the costs of any such advertising unless otherwise agreed in writing.

13.2 mousesale reserves the right to advertise properties for sale or to let on The Site and the sites of third parties that we may change or add to at any time without notice. mousesale cannot be held responsible for the availability, content, performance or otherwise of external sites, which we may from time to time be associated with or for any advice given by third parties. Where links to other sites are provided on The Site, these are for information only. We cannot be held responsible for the content of third party sites. Property details will be uploaded to the site and those of our partners as soon as is practicable.

13.3 mousesale will use reasonable endeavours to maintain the availability and performance of the site at all times but maintenance, updates and improvements may require us from time to time to take the site off line without notice. We cannot guarantee the continuous operation of the site free from interruptions or errors. We will not be held liable if events outside of our control prevent us from fulfilling our obligations to you.

13.4 mousesale reserves the right to remove a property (or properties) details from our website after the period of marketing has exceeded 12 months.

13.5 You must inform mousesale in writing (or via email) every three months if the property is still available for sale or to let otherwise we reserve the right to remove details from the site without notice.

14 Notices

14.1 Any notice given in connection with these Terms and Conditions shall be in writing and may be delivered by hand, pre-paid first class post, special delivery post, facsimile or e-mail, to the relevant address as stated in these Terms and Conditions (or such other address, facsimile or e-mail as may be notified in writing from time to time).

15 Law and Jurisdiction

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

15.2 The maximum liability for any loss arising due to our negligence will be limited to a sum equal to the value of the mousesale selling or letting option fee received by us.

16 Distance Selling Regulations

16.1 Clause 8(3) of The Consumer Protection (Distance Selling) Regulations 2000 states that the statutory cancellation (cooling-off) period of seven working days for services, does not apply where performance of that service has already commenced with the customer's agreement. Once upfront payment has been received we will be in touch with you to arrange a home visit. The home visit signifies the commencement of our services and that the standard cooling-off period does not apply as per clause 8(3) of the Regulations.

17 Provision of Energy Performance Certificate (EPC) or Scottish Home Report (HR)

17.1 By signing to this agreement, the Client has agreed to the provision of an EPC (or HR) for the property and special reference is made to any terms for the ownership or transfer of ownership of the EPC (or HR) (including any payment), in the event that this agreement is terminated.

The EPC (or HR) will be provided by (please delete and initial as appropriate):

- i. An EPC (or HR) provider to be introduced to the Client by mousesale. (The Client is advised not to proceed with this contract unless they are satisfied with the terms provided by any separate agreement for the provision of the EPC or HR).
- ii. The Client. The client confirms that they have the rights to use the EPC (or HR) and its use is not restricted under any agreement by which it was originally produced. The client agrees to provide the EPC (or HR) to mousesale. mousesale agrees that the Client's EPC (or HR) will be used provided that it complies with the legal requirements.

IMPORTANCE NOTICES

- Unless written notice to the contrary is received by mousesale within seven working days of receipt of this document, and where mousesale continues to act on Your behalf, You will be deemed to have accepted these Terms and Conditions in full irrespective of whether a signed copy of this document has been returned to mousesale.
- The contents of www.mousesale.co.uk are subject to copyright and our logos are trademark protected and cannot be copied or used without our express consent.

Agreement for the Commencement of Work

I agree to these terms and conditions and confirm that any particulars and photographs provided are a true and accurate reflection of the property (or properties) for sale or let and that I am legally entitled to offer it for sale or let:

Name:			
Address			
		Postcode:	
<i>Address of property (or properties) for sale (if different):</i>			
		<i>Postcode</i>	
Date:			
Vendors' Solicitor/Conveyancer			
Firm		Contact Name:	
Address			
		Postcode:	
Telephone No./Contact Details:			
Copy of passport or driving licence provided <input type="checkbox"/>		Copy of utility bill provided <input type="checkbox"/>	
mousesale representative:	Name:		Independent agent of Mouse Sale Ltd
	Signature:		
Date of Contract		Name of Agent	mousesale

I would like the performance of this contract to begin before the expiry of the cancellation period.

Thus I understand that I have a seven day period from the date of the contract in which I may cancel this contract; however I will be liable to pay for any materials supplied, services received and work undertaken up to the time of cancellation.

I confirm that I wish the marketing of my home contract to commence with immediate effect or as soon as is the EPC has been ordered or Scottish Home report if applicable has been provided and where applicable, my property details have been checked under the Property Misdescriptions Act by a mousesale representative and that any Money Laundering and/or other statutory or legal requirements have been adhered to.

Signed

Date

