

STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

1. COMMENCEMENT

hot-property.biz will commence working on your behalf as soon as you have signed and returned these our Terms and Conditions of Business and the Registration fee has been paid in full.

2. SERVICE

hot-property.biz undertakes upon acceptance of your instructions to work with you to find a suitable property for you to purchase or rent, as described overleaf or discussed with us.

3. FEES

Our Registration fee is £375. This fee will be deducted from the commission if a property is purchased/rented but not otherwise. In addition our fees are 1.25% of the eventual negotiated purchase price for any property you exchange contracts to purchase an interest in, or one month's rental in respect of any property you agree to rent, during the continuance, or within one year after the date of termination or expiry, of this Agreement.

For the purposes of our Agreement, we shall be deemed to have introduced a property to you, if you have either received the particulars of a property from ourselves directly or indirectly, or from any of the firms of estate agents or individuals whom you have instructed us to negotiate with on your behalf. For the purposes of this Agreement you will be deemed to exchange contracts to purchase a property if:-

(i) you or any close relation, or any person with the aid of any funds provided by any of such persons, acquires or agrees to acquire, or any body corporate or trust in which any of those persons has an interest (directly or indirectly) acquires or agrees to acquire, any legal or beneficial or other interest in any freehold or leasehold property, or agrees to occupy any such property; or

(ii) a third party acquires or agrees to acquire any legal or beneficial or other interest in any freehold or leasehold property, or agrees to occupy a property and within one year you occupy that property either together with or independently of that third party (including temporary occupation for holidays or weekends)

As hot-property.biz is not VAT registered, VAT will not be additional to our fees.

4. DURATION

This Agreement shall subsist for an initial period of six months and shall continue thereafter for a further period of one year unless and until terminated prior to the expiry of that period of one year by one month's notice given by either party to the other.

We reserve the right to charge a further Registration Fee if this Agreement continues beyond the initial period of six months, but if we do so then the fee payable on exchange of contracts under paragraph 3 above will be reduced by the amount of any additional Registration Fee paid.

5. PAYMENT

Payment of fees (other than the Registration Fees) shall be made in full on exchange of contracts for the purchase or rent of a property. We reserve the right to charge interest on any sums not paid on the due date at a rate of 4% per annum above base rate from time to time of Barclays Bank Plc.

6. LIABILITY

Details of properties, valuations, reports and other information provided by us are prepared in good faith and are solely for your guidance. They do not form any part of any contract relating to the purchase or rental of any property. All purchasers and/or tenants must satisfy themselves as to the correctness and accuracy of any details provided by us and none of our officers or agents or employees have any authority to make any representations or statements in relation to any property and/or service provided by us.

In addition, we do not accept liability for the views of, or contents of any report prepared by, any third party in relation to any property.

We strongly recommend all prospective purchasers and/or tenants to take appropriate legal and other advice and to use the service of solicitors, surveyors, valuers and other specialists. The service provided by us is not intended as a substitute to obtaining such advice and accordingly no liability is accepted for any

defects in legal title or in the fabric and structure of any property. We will, when possible, communicate with you by e-mail and you agree to this.

7. GENERAL

The supply of the services by us is subject to the terms and conditions set out in this Agreement and, unless otherwise expressly agreed in writing by us, these conditions shall prevail over any other terms and conditions and shall comprise the whole Agreement between you and us.

No relaxation or delay or indulgence by us in exercising rights or enforcing any of these terms and conditions or the granting of time by us for remedy of any breach shall operate as a waiver of any subsequent or continuing breach.

If at any time any of these conditions are found to be unreasonable, invalid or unlawful then the validity of the remaining conditions or parts thereof shall not in any way be affected or impaired and shall be in force as if the unreasonable, invalid or unlawful part had not been included.

For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of Agreement.

This Agreement is governed by the laws of England and Wales, and you agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

Any assignment is accepted on the basis that final choice of property is the entire responsibility of the client.

Acceptance of terms and conditions

I/we agree to the above and wish to engage hot-property.biz to act on my/our behalf.

My/our payment and signature(s) below give full authority for hot-property.biz to proceed and validate acceptance of this contract.

SignedDate.....

Name (please print)

Address.....
.....

Tel no:.....Mobile no.....email address.....

**I/we enclose a cheque for £375.00p.
Please make all cheques payable to hot-property.biz**