

Terms & Conditions

Access to the Homekey Sales and lettings website is confirmation that you have understood and agreed to be bound by all of these terms and conditions.

This website is prepared and issued in the United Kingdom and is intended for the information of United Kingdom residents only.

This website is for information purposes only and its content is subject to change without notice.

Nothing on this website shall be deemed to constitute financial advice and in the event that you wish to have any such advice, you should contact a financial advisor.

Agency terms in accordance with The Estate Agents Act 1979 and The Estate Agents (Provision of Information) REGULATIONS 1991

You are hereby instructing us to act as your agent for a minimum period of 8 weeks from the date of you giving instructions to us as set out in your Application Form. The Application Form and these Terms and Conditions (Terms) together shall constitute your agreement with us. This agreement may be terminated at the end of the minimum period by us receiving from you a 14 days written notice. If no notice is received by us from you the agreement will continue after the minimum period of 12 weeks until a 14 days' written notice is received by us from you to terminate the agreement. You agree not to appoint any other agents or persons during the period of our agency agreement for the provision of estate agency services.

Liability to Pay our Commission

In consideration of our efforts to market your property, you will be liable to pay our commission and any other agreed charges or costs if contracts for the sale of the property are exchanged in the period of our agency agreement to a purchaser introduced by us, or by another agent or by any other person, including yourself; where contracts for the sale of the property are exchanged after the period of our agency agreement but to a purchaser introduced by us during the period of our agency agreement.

For the avoidance of any doubt, the phrase introduced by us where used in these Terms shall refer to:

i)any person or entity who has become aware of the relevant property as a result of any action taken by us, whether directly or indirectly. Such actions may include, without limitation:

- the erection of any sign board;
- the preparation or distribution of particulars;
- the publication of information about the property in any newspaper, on the internet (whether on our website or through any other website or portal and whether such site or portal is associated with our site or company or not) or in or through any other medium; and/or
- any communications or correspondence (oral, written or electronic between any person representing us or instructed by us and any other person or entity; or

ii) any person or entity with whom we have had negotiations or discussions about the property;

even if such awareness or negotiations or discussions did not cause the exchange of contracts or purchase.

Method of Payment

Our commission is payable either on completion of the sale or, where a purchaser exchanges contracts but fails to complete the purchase, we shall be paid our commission and any other agreed costs or charges (if possible, from the deposit monies) within 7 days of the contracted completion date. If payment is not made within 7 days of the due date we reserve the right to charge interest at 4% above the then prevailing bank base rate of the National Westminster Bank. If we find it necessary to use solicitors or other parties or institute legal proceedings to recover or release monies due, you agree to pay all costs so incurred.

Money Laundering Act

We are required under the Money Laundering Regulations 2017 to identify you and to verify your identity on the basis of documents evidencing your identity and proof of address. This requirement is absolute. We will ask you for a copy of your passport or similar photographic evidence and a copy of a utility bill or bank statement indicating your current address and which is not more than three months old.

Under the Proceeds of Crime Act 2002 and/or the Money Laundering Regulations 2017 we may be required to make a disclosure for the appropriate government department and may be unable to advise you immediately of such disclosure subject to compliance with such regulations at all times. By agreeing to these Terms, you agree to us taking such steps as it is required to do in order to comply with such regulations.

Cancellation of Contract

You may cancel our instructions at the end of the minimum period or after the minimum period by serving on us 14 days' written notice but we shall remain entitled to our commission and to any other agreed charges or costs as described in these Terms.

If you entered into this agreement otherwise than whilst attending our business premises, you have the right to cancel this agreement within 14 calendar days ('the cancellation period') from the day of this agreement the by giving us a notice in writing.