

Terms & Conditions

Client name:

Property Address:

HIP fees:

HIP + Conveyancing:

Copy of passport or driving licence provided

Copy of utility bill provided

Date:

It is a requirement of the Estate Agents Act 1979 that you understand and accept Our Terms and Conditions prior to instructing Dreamspot.co.uk on the sale of your Property.

Please note that when you complete, sign and return these Terms and Conditions by email in PDF format or by mail to the address below, you enter into a legally binding agreement with us.

Recital

The Seller has agreed to appoint Dreamspot.co.uk .co.uk and Dreamspot.co.uk has agreed to act as the Sellers' agent to sell the Property 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 between the Seller and a Purchaser or the date on which a sale would have taken place but for your failure to complete, pursuant to a binding exchange of contracts, whichever is the earlier

"Exchange Date" means the date at which there is an exchange of binding contracts for the sale of the Property
Between the Seller and a Purchaser;

"Fee" means the commission or remuneration payable by the Seller in consideration of the Services provided by Dreamspot.co.uk in accordance with Clause 3 below;

"Dreamspot.co.uk " means Dreamspot.co.uk online estate agency, a trading style of Veau Corporation Ltd, of Stanmore House, 15-19 Church Road, Stanmore, Middx, HA7 4AR.

Terms & Conditions

"Property" means the freehold or leasehold property whose address is set out above;

“Purchaser” means the purchaser of the Property and / or any ultimate Purchaser by way of sub-sale.

“Sale Price” means the contract price or final agreed selling price of the Property, whichever is the higher.

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

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

“Term” shall run from the date we receive your signed acceptance of these terms and conditions until it is terminated in accordance with Clause 9.

Terms and Conditions

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

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 Dreamspot.co.uk will conduct all negotiations on a “subject to contract” basis. That means you will not be bound to buy/sell unless and until you have entered into a binding exchange of contract.

2.2 You authorise Dreamspot.co.uk to act as selling agents on your behalf during the Term.

3. Fees

3.1 The Fee is £999 Inc Vat as part of your instruction to Dreamspot.co.uk to act as your agent.

3.2 In the event that a Purchaser is introduced to the Property by Dreamspot.co.uk, or a Purchaser has entered negotiations about the Property with Dreamspot.co.uk, during the Term and subsequently contracts for sale of the Property are exchanged with the Purchaser, Dreamspot.co.uk shall be paid its Fee

3.3 All Fees shall be paid to Dreamspot.co.uk within 7 days of the Completion Date.

3.4 Payments may be made either by cheque which should be made payable to ‘Dreamspot.co.uk’. Or by BACS transfer. To assist you with payment we set out our bank account details below.

VEAN CORPORATION LTD
National Westminster Bank
Account Number 38557452

Sort Code 60 20 24

3.5 The Fees payable by You to Dreamspot.co.uk under these Terms and Conditions are inclusive of any VAT which may be chargeable,

Terms & Conditions

3.6 The Fee is to be paid out of the completion monies relating to the Property prior to any other disbursements, save those of the solicitor's or conveyancer's fees. Settlement of Dreamspot.co.uk's account shall be made on your behalf by your solicitor or conveyancer and Dreamspot.co.uk shall be entitled to seek such settlement from them. By accepting these Terms and Conditions irrevocably authorise your solicitor or conveyancer to settle Dreamspot.co.uk'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 conveyance to Dreamspot.co.uk under Clause 3.6, you agree to pay the Fee directly to Dreamspot.co.uk on the Completion Date.

3.8 Dreamspot.co.uk retains the right to charge interest on any amounts remaining unpaid for more than 7 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.

4. Seller's Enquiry Form

4.1 You agree to provide such information as required in the Register to Sell Form and will use your best endeavours to help verify any of the information given. In order to protect you / Dreamspot.co.uk from any legal action under the Property Misdescriptions Act 1991 or any other legislation / legal disputes Dreamspot.co.uk expresses the right, not to publish any information provided by you, at its absolute discretion.

4.2 Dreamspot.co.uk shall prepare a set of property particulars on your behalf, however Dreamspot.co.uk 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 approve your property details before marketing of the property can commence, this can be confirmed in writing, or by logging on to Your secure member's area within the Dreamspot.co.uk website using your username and password as sent via your email address provided.

4.3 You shall inform Dreamspot.co.uk immediately of any material changes in information provided on the Seller's Enquiry Form.

4.4 At all times you shall be under an express contractual liability to provide all information in good faith and when providing such information you warrant to Dreamspot.co.uk as to its accuracy and validity.

5. Indemnity

5.1 You shall indemnify Dreamspot.co.uk , its directors, employees and agents, against any claim made in respect of the Property or any misdescription thereof that arises wholly or partially out of any act or omission committed by you.

6. Offers

6.1 Dreamspot.co.uk shall notify you of all offers it receives to purchase the Property.

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 (ii) have the authority from the beneficial owner to sell the Property on these terms.

7.2 You warrant to act in good faith at all times.

8. Money Laundering

8.1 You agree to provide Dreamspot.co.uk with all information as may be required by Dreamspot.co.uk in order to comply with any money laundering regulations as may be in force from time to time, we may require you to provide information such as your driving license number or passport number.

Terms & Conditions

9 Agency

9.1 In accordance with your choice, Dreamspot.co.uk will provide the services of a Multiple Agency/ sole agency.

9.2 SOLE AGENCY:

9.2.1 All negotiations for the sale of the Property shall be carried out by Dreamspot.co.uk. Dreamspot.co.uk agency is to be exclusive. Dreamspot.co.uk fee shall become payable for any sale contracted or completed with the period of exclusivity.

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

(i) With a Purchaser introduced by us during the period of Dreamspot.co.uk 's sole agency; or

(ii) With whom Dreamspot.co.uk had negotiations about the Property during that period; or

(iii) With a Purchaser introduced by another agent during the period of Dreamspot.co.uk's sole agency.

(iv) With any other Purchaser as a result of any introduction, negotiation, taking place during the term.

9.2.3 The sole agency agreement shall run from the day that marketing commences and for a total of 6 weeks after which time the sole agency will continue to run under same terms and conditions until terminated by 7 day's notice, you cannot serve 7 days notice until the initial 6 week period has expired but can then be served at any time.

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 Dreamspot.co.uk , in addition to any other expenses or charges agreed (eg.HIPs etc), if there is an exchange of contracts for the sale of the Property. In accordance with clause 3.2:

(i) With a Purchaser introduced by us during the period of Dreamspot.co.uk 's multiple agency; or

(ii) With whom Dreamspot.co.uk had negotiations about the Property during that period;

9.3.3 The multiple agency agreement shall run from the day that marketing commences and for a total of 12 weeks after which time the multiple agency will continue to run under same terms and conditions until terminated by 7 day's notice, you cannot serve 7 days notice until the initial 12 week period has expired but can then be served at any time.

9.4 A Purchaser Dreamspot.co.uk has introduced is anyone who has learned about the Property through Dreamspot.co.uk '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 Dreamspot.co.uk , 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 that we have been instructed to sell.

9.7 You shall agree to provide Dreamspot.co.uk with such information for a period of 12 months as regards the property or its sale it should reasonably require for the purpose of ascertaining whether Dreamspot.co.uk fee is due under this agreement.

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 As part of the Dreamspot.co.uk terms, once the board been delivered it becomes your own property, as such it is your responsibility to take it down and re-erect it if it's affected by weather conditions or by a third party.

Dreamspot.co.uk is not liable for the loss of your board or any damage the board may cause, a charge of £10 per additional For Sale board that you require.

11 HIPS (Home Information Packs)

11.1 A home information pack must be ordered for all properties that were not marketed before each property type deadline. Dreamspot.co.uk will market your home as soon as the HIP is ordered (subject to any new regulations enforced by the

Government). The cost of the HIP is non refundable once ordered verbally and/or electronically. Your property cannot be marketed until a HIP has been ordered.

12 Sub Agency

12.1 Dreamspot.co.uk may appoint a sub-agent if it thinks fit and desirable and will do so at no extra cost to you. All Fees shall remain payable to Dreamspot.co.uk as if Dreamspot.co.uk had been the primary agent.

13 Advertising

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

13.2 Dreamspot.co.uk guarantees that your property is listed on the Dreamspot.co.uk website which is www.Dreamspot.co.uk. Third party website portals are subject to change, they may not be controlled by Dreamspot.co.uk and we do not guarantee continued presence on these websites, although it is the policy of Dreamspot.co.uk to continue to maintain, expand and improve our property portal networks at all times.

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.

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.

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.

16.2 You irrevocably authorise your solicitor / conveyancer to respond to Dreamspot.co.uk's reasonable enquiries as regards any sale of the property.

16.3 Dreamspot.co.uk subscribe to the Ombudsman Scheme for Estate Agents and the code of practise which applies.

16.4 In the event that you should terminate this agency (joint or sale) before the expiry of the initial term as set out herein, you shall be responsible for any Dreamspot.co.uk marketing and expenses incurred to date of termination by you.

16.5 Dreamspot.co.uk may terminate this agreement on 7 days notice or earlier at its sole discretion. If it does so Dreamspot.co.uk will provide you with an explanation for doing so.

16.6 In entering into this agreement please specifically confirm by signing here that you authorise Dreamspot.co.uk to provide your details, information regarding your property, or you to its commercial partners such as conveyancer's, mortgage intermediaries, insurance brokers, HIP providers.

IMPORTANCE NOTICE

Unless written notice to the contrary is received by Dreamspot.co.uk within five working days of receipt of this document, and where Dreamspot.co.uk 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 Dreamspot.co.uk or not.

I/We confirm that I/we have read and understood and agree and accept the above Terms and Conditions.

Signed by the Seller:

Name:

Date: