UMEGA
ESTATE AGENTS

UMEGA ESTATE AGENCY TERMS & CONDITIONS

Here's how we'll work together

This document explains how we'll work together.

Your full name (You'll be our main point of contact):

Full address of property for sale:

Fees and other charges

Umega Estate Agents Limited ('we/us') will charge an estate agency fee. We will also charge for marketing costs payable up front. If you require us to carry out viewings on your behalf we will require a 'Viewing Float' to be payable up front. If your viewing float runs out during the course of marketing due to the cost of viewings undertaken, we may invoice you to top up the float so that we can continue carrying out viewings on your behalf.

Upfront Costs	Price
Bespoke Marketing	
Portal Uploads	
For-Sale Board	
Viewing Float *(Any unused funds will be deducted from our estate agency fee on completion, or refunded when the property is removed from the market)*	
Completion Fees	
Estate Agency Fee *(charged as a percentage of the sale price and payable by your solicitor from your sale funds once the sale concludes)*	
Viewing Fee per viewing slot *(For viewings carried out by Umega on your behalf. Charged on completion)*	

All owners, or those lawfully entitled to act on behalf of the owners, should sign this agreement to give us permission to proceed with the sale of the property.

Included in our Estate Agency services

We will act as your agents with sole selling rights. Our estate agency services will cover:

1. Initially inspecting your property either physically or virtually, advising on any other changes we would suggest prior to sale
2. Organising home report - Under the Housing (Scotland) Act 2006 and the Home Report Regulations, we must have a Home Report, prepared by a surveyor available for your property. You will be responsible for this charge and a copy of the Home Report will be sent to you or you to approve.
3. Organising any associated surveys including EWS1 surveys, damp surveys or other condition surveys, as required.
4. Organising marketing materials including photographs, floorplan, virtual tour, videos and drone footage, if appropriate, to be used for advertising for sale.
5. Advising you on a marketing strategy and revising this during the course of marketing if necessary
6. Uploading property details to the main sales portals
7. Arranging a For Sale board to be put up near the property (unless not allowed or not possible)
8. Responding to all buyer enquiries and arranging viewings of the property
9. Managing offers received to buy the property and reporting these to you reporting these to you via your preferred method of communication.

10. Passing successful offers onto your nominated solicitor to provide written acceptance to the prospective purchasers solicitor

11. Responding to any solicitor requests or instructions during the conveyancing process and releasing keys when instructed to do so.

12. We will not be liable for damage caused to the property which results directly or indirectly from your failure to maintain the property; any claim from any party which results either directly or indirectly from your failure to maintain the Property; and/or any claim, loss or damage which results from anyone that the visits the property during the period of our instruction to sell.

What we need from you

You agree to the following:

1. Provide proof of who currently owns the property, proof of the owner's address and ID. This is easily done online and we'll send a link via email to complete this process. This Agreement is conditional upon the successful completion of all required referencing and compliance checks. In the event that the you:

    i. Fail to provide the necessary documentation or information required to complete these checks; or
    ii. Provide false, misleading, or incomplete information; or
    iii. Do not meet the standards required under applicable referencing or compliance obligations

We reserve the right to immediately terminate this Agreement and withdraw from acting under its terms. We shall not be held liable for any loss, costs, or delay arising as a result of failure to comply with these requirements.

2. Complete our Terms & Conditions and 'Getting to know you and your property' questionnaire

3. Fees:

    a. Payment of upfront fees which include the surveyor's Home Report cost, our Marketing fees, Portal costs and For Sale board cost, if appropriate. We can't proceed with marketing of the property until the marketing fee and costs are paid.

    b. Payment of estate agency fee and other outstanding costs once missives for the sale of the property have been concluded.

    i. All owners are responsible for payment of our fees, costs and charges and their liability will be joint and several
    ii. You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances;

    - If unconditional missives for the sales of the property are concluded in the period during which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself;
    - If unconditional missives for the sale of the property are concluded after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom we had negotiations about the property during that period.

    iii. If an exchange or part-exchange is agreed, our estate agency fee will be calculated on the valuation of the property.

    iv. Our estate agency fee does not include property viewings. If you require us to carry out viewings on your behalf these will be charged at the above noted rate per viewing slot (a viewing slot is up to 1 hour and may include one, or multiple parties). The cost of viewings will be deducted from the sales proceeds.

    v. Our estate agency fee does not include professional work including; valuation, building works, structural surveys, specialist survey, specialist tests and legal or tax work. We will not accept responsibility for any of these.

    vi. Our fee and any other costs are due on the exchange of missives and payable on settlement of the sale or on the date that either party withdraws from the sale.

    vii. By accepting this agreement you give us authority to deduct (or to instruct your solicitors to deduct and pay to us) our Estate agency fee from the property sale proceeds.

    viii. A purchaser is a 'ready, willing and able' purchaser if he is able to conclude unconditional missives for the purchase of your property. You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if such a purchaser is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw and unconditional missives for sale are not concluded, irrespective of your reasons.

    ix .If the property is sold off-market (i.e. without us listing it on any of the online property portals) after you have instructed to sell it on your behalf, our estate agency fee will be due in full.

    x .If the property is sold to a previous tenant, after you have instructed us to sell it on your behalf, only half of our full estate agency fee will be due.

4. We may receive commission for any work we refer to third parties relating to the sale of your property. This may relate to legal work or organisation of the home report on your behalf.

5.Check the home report and feed back to us highlighting any errors or confirming that everything is accurate to the best of your knowledge. You will also need to complete the Property Questionnaire section of the Home Report, to the best of your knowledge.

6. Any Guarantees for appliances should be left in the property for the new owner , or a copy provided to us prior to completion, and any guarantees for specialist work, repairs or reports should be provided to Umega Estate Agents Limited before marketing.

7. In accordance with CPR and CBR (see below), advise us of anything relevant to us acting as your estate agent and provide complete and accurate information and nothing misleading. You will inform us of any unusual or onerous servitudes, wayleaves, encumbrances, restrictions, easements, outgoings or conditions relating to the Property and you will inform us if the Property does not comply with all relevant statutory requirements or planning permission/s or building warrant/s.

8. All marketing materials will be submitted to you in draft. You will check them carefully and approve their accuracy to the best of your knowledge, notifying us if any part of these are incomplete, inaccurate or misleading.
It is important to ensure accuracy in relation to; tenancy agreement, service charge, boundaries, unusual covenants, room sizes, acreage, condition, planning consents.

9. You are responsible for all health and safety, and environmental obligations relating to your property and our agreement.
You must ensure that we are notified of and provided with all relevant information relating to risks to health and safety, and any documentation and/or measures in place to manage those risks, including those relating to any viewings or other visits to the property.

10. Related to unoccupied property, we are not responsible for the management, maintenance or repair of the Property unless we have agreed to be. That agreement must be in writing and an additional fee will be payable. It is your responsibility to ensure that where Property is unoccupied, it is adequately secured, mains services are dealt with, water and heating systems professionally drained and insurance cover put in place.

11.Where works are required (and agreed between both parties) prior to marketing for sale or during the marketing phase we will project manage these works for a fee equal to 10%+VAT of the total cost of these works. We will normally raise an invoice for our project management services once the project has been completed and payment should be made directly within 14 days. The project management fee will be charged at our discretion but will normally be applicable when more than one contractor is required instructed as part of the works.

Legislation

The Estate Agents Act 1979 and The Estate Agents (provision of information) Regulations 1991

In accordance with The Estate Agents Act 1979 and The Estate Agents (Provision of Information) Regulations 1991 all agents' fees and terms of business must be confirmed in writing. We undertake to comply with the terms of the Estate Agents Act 1979, the Consumer Protection from Unfair Trading Regulations 2008 (CPRs) and the Business Protection from Misleading Marketing Regulations (BPRs) so far as those acts relate to our appointment as agent. The Estate Agents Act 1979 and the Royal Institute of Chartered Surveyors (RICS) Professional Standards on Conflicts of Interest 1st Edition March 2017 which came into effect on 1 January 2018 require: An agent to disclose promptly, both to you and a purchaser, any connection that we or any of our employees or associates may have with either party, whether directly or indirectly, or with any member of their respective families. Should we become aware of any such interests, we will advise you promptly in writing. Should you be aware of any such connection with us you must advise us in writing as soon as it becomes known.

Consumer Protection from Unfair Trading Regulations 2008 ("CPR") and Business Protection from Misleading Marketing Regulations 2008 ("BPR")

It is a criminal offence for an agent to make inaccurate or misleading statements about property whether in sale particulars, adverts, photographs or verbal statements. This includes making statements that might give the wrong impression about a property and includes omitting facts. You will be asked to verify certain information and must assist to the best of your knowledge.

Money Laundering, Terrorist Financing and Transfer of Funds Information to the Payer Regulations 2017

In accordance with the above Money Laundering Regulations we are required to fully identify and conduct due diligence on all clients prior to entering into a business relationship. This could include the electronic search of databases. All information and documentation will be recorded and retained on file to assist with any government agency enquiries. For the avoidance of doubt, searches will also be conducted on Directors and any "Beneficial Owners" of the Property as required by the legislation. If satisfactory evidence of your identity is not provided within a reasonable time and before we market the property, we will not able to proceed with the estate agency instruction. The provision of our services is a business in the regulated sector under HMRC and, as such, we are required to comply with this legislation which includes provisions that may require us to make a money laundering disclosure in relation to information we obtain as part of our normal work.

Data Protection Act 1998 and as from 25 May 2018 as defined in the General Data Protections Regulations (GDPR)

In the course of providing services to you, we will collect or receive personal information relating to you and (where relevant) your employees, officers, and shareholders or (where the Client is an individual) members of your family. We will use such personal information for the purpose of providing services to you in accordance with our appointment. Your personal data will never be passed on to any third party without your prior consent. If you provide personal information to us relating to another person, you must ensure that you are permitted to pass such information to us and that the individual concerned is aware that you are passing their personal information to us. We require your consent to opt in to enable you to receive emails, about products and services that we think may interest you. If you opt in you can unsubscribe at any time. This can be done online or by emailing info@umega.co.uk. If you have any queries about how we use your personal information our Privacy Policy can be found on our website or contact our Data Protection Officer info@umega.co.uk

The Property Ombudsman (TPO) Scheme

Umega Estate Agents Limited is a member of The Property Ombudsman scheme which provides consumers and property agents with an alternative dispute resolution service. TPO can make compensatory awards for actual and quantifiable loss, distress or inconvenience caused by the actions of agent. We adhere to TPO Scotland's Code of Conduct and TPO considers customer complaints on a case by case basis. Complaints can be raised online at https://selfserve.tpos.co.uk/.

General Conditions

Any obligation placed on us within these terms and conditions will be a reasonable endeavours obligation and we will only be required to use our reasonable endeavours to comply with that obligation. These terms and conditions will be governed by and construed in accordance with the Law of Scotland and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of the Scottish Courts.

Revision and termination of agreement

We reserve the right to amend any of the conditions of this agreement by giving you no less than 28 days' written notice of those revisions. This agreement may be terminated by one party serving on the other party 28 days written notice of their intention to terminate. We reserve the right to terminate this agreement with immediate effect in the event of any act or omission by you which frustrates the continued performance of our service under the terms of this agreement or for any act or omission by you which is in breach of your obligations under the terms of this agreement.

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 when a contract is signed during a visit by an agent to your home or place or work away from Umega's business premises you have a 'cancellation right/ cooling off period' allowing you to cancel this agreement without given any reason, as long as it is within 14 days ("Cancellation Period"). Upon cancellation we will reimburse to you any expenses already paid by you to us no later than 14 days from the day on which we receive the written request cancelling the agreement. We will not perform our services within the cancellation Period unless you make a written request that we do so. If you make such a request and then subsequently cancel the Agreement during the remainder of the Cancellation Period, you will be liable for the reasonable fees and costs we have incurred up to the dale of cancellation.

Signature

I hereby certify that I am (or lawfully entitled to act on behalf of) the owner(s) of the property identified previously in this document. By signing I understand that I am agreeing to be bound by the terms laid out by Umega Sales Limited in this document.

Seller 1 signature:

Full name:

Your home address:

Date: