

Jane Earl Estate Agents - General/Standard Terms & Conditions

1. By entering into this agreement you are confirming you have read these Terms and Conditions and agree to them and that you will provide, on request, and as necessary, identity information with regard to Money Laundering Legislation. This agreement is covered by the laws of England and Wales.
2. **FEE OPTIONS:** An upfront fee will be due at instruction and this fee is non-refundable (for exception see 5. below).
 - If no fee is due on completion (Fee Option 1), a Flexible Agency Agreement is made between Jane Earl Estate Agents ("We") and the client ("You") - "flexible" meaning you are free to instruct other agents without that changing the terms of this agreement.
 - **SOLE AGENCY AGREEMENT & MINIMUM TERM:** If you choose a fee option that includes a liability to pay a "completion fee" (Fee Option 2 or 3), we require a minimum term to act as your "Sole Agent" of 12 weeks. A specific "sole-agency" agreement detailing your liability here to pay this "completion fee" will be sent to you when you instruct us and your acceptance of the specific terms will be required.
3. **Energy Performance Certificate:** It is your responsibility as the seller to have a legally compliant Energy Performance Certificate (EPC). As your agent we require evidence of this. No refund is due from us if you fail to demonstrate clearly that you have complied with the requirements on EPCs.
4. **MARKETING:** Third party website portals are subject to change and we do not guarantee continued presence on these websites, although it is our policy to continue to maintain, expand and improve our property portal network. You must help facilitate confirmation of any property description used and this will require access to the property and possibly the production, by you, of supporting documentation.
5. **NOTICE FOR TERMINATION:** of this agreement is required from both you, the vendor, and us and will be 24 hours – notice given in writing - email accepted. If we terminate the agreement we will offer a full refund of your registration fee UNLESS we have been compelled to do so due to your failure to provide required ID information, a compliant EPC or to help facilitate the confirmation of property descriptions.
6. **ACTING FOR YOUR PURCHASER:** We may also act in the sale of your purchaser's property for which a fee may be raised, or commission earned from your purchaser. We may recommend an Independent Financial Advisor and/or conveyancing services to your prospective purchaser for which we may receive a referral fee/s.
7. **FOR SALE SIGNS:** Any payment made to us is to cover the cost of the for sale board along with postage and packing (not the erection of the board) and on receipt of the board it becomes your property and your responsibility in full.
8. **OPTIONAL SERVICES:** These are in addition to our standard service and are on a purely optional basis (additional charges applicable). E.g. Virtual Tours, For Sale Signs, Extended Google AdWords campaigns and Enhanced Sale-Progression. Details, along with fees, are available on request.
9. **PERIOD OF CONTRACTUAL OBLIGATIONS:** We will act as your agent and provide our service until: a) you instruct us to remove the property from the market, for whatever reason. b) you terminate the agreement, for whatever reason, with required written notice. c) we terminate the agreement, for whatever reason, with required written notice (refund of registration fee applicable as described above in 6). d) the sale is agreed (subject to contract) with a potential purchaser not introduced to you by us. e) the completion of the sale with a purchaser introduced to you by us. f) the sale is aborted at any point between "sale agreed" and completion, for whatever reason.

Data Protection Act

Jane Earl Limited, trading as Jane Earl Estate Agents, are regulated under the Data Protection Act 1998 and undertakes to process your data in accordance with the legal requirements of the Act. Any information supplied to us by you will be used solely by Jane Earl Estate Agents or Jane Earl Limited for internal administrative purposes. All data is treated in confidence and is not disclosed to any third parties, other than we are required to, or permitted to by law, or when you have given consent.

Property Ombudsman

If, after following our formal complaints procedure (a copy of which is available on our website) in relation to any services we supply, you are dissatisfied with the responses from Jane Earl Estate Agents you can direct any complaint to:

Property Ombudsman
Beckett House
4 Bridge Street
Salisbury
Wiltshire SP1 2LX

Jane Earl Estate Agents are member agents of the Property Ombudsman scheme for dispute resolution and we are bound by decisions, and fully insured to provide any compensation due as an outcome of the Ombudsman's decisions.

