OURHQ

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**Sales Terms & Conditions (See Letting Terms & Conditions Below)**

Property Marketing TERMS & CONDITIONS: The Estate Agents’ Act 1979 requires Marketing Fees and OurHQ’ (We/Us/Our) terms of business to be confirmed in writing and these are set out below.  
The initial term of this Contract stated overleaf starts from the effective date (that being the date from which we may start marketing the property – see Notice to Cancel / Waiver below). Thereafter you may terminate this Contract by giving us 14 days notice in writing, but we reserve the right to cease marketing earlier if we deem it appropriate.

As the Vendor ‘You’ hereby agree to appoint us to act as your Agent from the date of this Contract of Agreement on a Sole Selling Rights\* basis, unless otherwise indicated above. You will be liable to pay us our Marketing Fee (in addition to any other charges or costs which you have agreed) if an agreement to sell is reached during the period within which this Contract is valid and / or if an offer to purchase is made and accepted from an applicant, introduced by us during such period, within a further term of 6 months from the date of cession or termination of this Contract. If no other Estate Agent is involved this term extends to 2 years. \*Sole selling rights are paramount and our fees apply even if the purchaser was not found by us. You may be liable to pay more than one fee if you have previously instructed another agent to sell the same property on a sole agency, joint sole agency or a sole selling rights basis; or you instruct another agent during or after the period of your sole agency, joint sole agency or on a sole selling rights basis.

If Joint is selected the fee will be shared with the appointed joint agent. If multiple agency is selected the fee will be due to the successful agent. In either of these cases the fee will be higher than a Sole Selling Contract.

Our Marketing Fee is based on the total value of the transaction, including the price of any fixtures, fittings and agreed items. The amount charged will normally be specified (fixed) but may be stated as a percentage. All upfront fees are non refundable.

We will market the property for sale using our best resources including, inter alia, internet advertising on our and many other major web portals, our net-work of contacts and an extensive database of applicants to attract a suitable buyer, however you may ask for your property to be advertised in further specific or various publications which are not part of our normal advertising plan. In such instances, any added cost will be for your own account. We will agree the cost with you beforehand.

Upon acceptance by you of an offer, we will be entitled to submit our account to your Conveyancer / Solicitor. You unconditionally authorise your Solicitor to make payment of our invoice upon completion. If an account remains unpaid 14 days after the settlement date, we reserve the right to charge interest daily on the outstanding balance at 4% above the Bank of England base rate.

Where there is more than one vendor you are jointly and severally liable to pay our fees. Where the vendor is a limited company, all Directors of the company are liable jointly and severally for our fees. This applies irrespective of when a Director may be appointed to the company.

Under the Estate Agent’s Act 1979, we are obliged to provide information on the services that we, or any connected person, may offer to buyers. We may offer: financial services, property valuation, conveyancing, letting & property management, and associated other services.

We are members of The Property Ombudsman and subscribe to their code of practice. Copies of the Code of Practice are available freely on request.

It is an offence to make a false or misleading statement about a property and you confirm that the property schedule we have created from your inputs fairly and accurately describes and represents the property and is based on the information that we have established about your property during our visit or that you have provided to us. You agree to notify us in writing immediately if any information changes or if you identify any marketing details (written or spoken) which are misleading or simply wrong.

We are not responsible for the maintenance, management, repair, or insurance of any property, nor for any unfortunate misplacement of keys, unless we have agreed to this in writing. An additional fee may be charged in such instances. It is your responsibility to ensure that where your property is unoccupied, it is adequately secured and maintained.

To comply with Money Laundering Regulations 2003, we must obtain proof of address and evidence of your identity.

We will endeavour to work diligently towards our joint objective, but in the event that you have cause to complain, this should be directed to the agent with whom you have agreed to the marketing of your property, in the first instance. We have a Complaints Procedure which provides for appropriate escalation if necessary, details of which are available upon request.

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**Right to Cancel** – If you are a consumer client and this contract was not agreed within one of our branches you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day this contract was agreed. To exercise the right to cancel, you must inform us of your decision to cancel this contract by sending us a clear statement in writing to Drinnick House, Nanpean, Cornwall, PL26 7XR or emailing us At [help@ourhq.org](mailto:help@ourhq.org) You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. We are not legally permitted to market your property until the cancellation period has expired, unless you provide us with specific written permission to do so. Please sign, date and indicate below how you would like us to proceed.

If you do request that we begin immediate marketing of your property during the cancellation period and you do exercise your right to cancel, you will be required to pay us an amount which is in proportion to what has been performed until you communicated your cancellation of the contract. This will include the expenses incurred in line with the expenditure schedule above plus any other reasonable costs. The minimum charge will be £250 + VAT. Where we introduce or have negotiations with the ultimate buyer of the property before you exercise your statutory right to cancel the contract, this contract will be deemed to have been fully performed and the agreed agency fee would be due, notwithstanding that cancellation took place.

**Lettings Terms & Conditions**

**Landlord’s Acknowledgements:**

It is hereby agreed that we may deduct from rental received, all fees, commissions, charges and expenses payable or reimbursable to us under the terms of this Agreement. The owner agrees to ratify all lawful actions taken by us as Letting and/or Managing Agents under this Agreement, and to indemnify us against all costs and expenses so incurred. This Agreement will remain in force until terminated by service of 2 month’s notice by one party on the other subject to a minimum 12 month term. If the property is managed by us the minimum term will be in line with the new or renewed lease. Our Service does not include supervision of the property whilst unoccupied although periodic visits may be made by our associates in the process of re-letting. Use of our service constitutes your agreement to these terms. Any fees due shall be deducted from my/our rental account.

I/We accept that it may not be possible to find a suitable tenant for the full period as stated below.

If the tenants default on payment of the rent – I/we understand that no payment will be made to my account until funds become available. I/we understand that every effort will be made to ensure that rents are collected promptly from tenants but that OurHQ cannot accept any responsibility for delays in collecting rents due to non-payment of rent by tenants. I/we accept that you will endeavour wherever possible to give me as much notice as possible of non-payment of rent. You will provide me/us with monthly statements, which will detail all income and expenditure for the period.

I/We accept that any sums paid to my account shall not include interest accumulating on monies held in my name in your account, which interest shall be held to cover accounting and other costs incurred by you in the operation of the client account.

I/We agree that an authorised signatory of OurHQ may execute the lease on my behalf. I also understand that OurHQ will undertake checks using electronic methods to verify my identity and satisfy Money Laundering regulations.

**Agents Responsibilities:**

I/We agree that the letting fees will cover the services as indicated overleaf. These may include:

Inspecting my/our property and supplying me/us with either a verbal (or written if requested) marketing report and advising me/us of an appropriate likely rental income. Preparing property details for marketing and circulating to potential tenants. Arranging viewing of the property and accompanying prospective tenants when the property is vacant. Interviewing prospective tenants. Taking up tenant references (including obtaining parental guarantee, if appropriate). Drawing up a lease and specified notices (and servicing same) in accordance with the relevant legislation. Collection of a security deposit equal to one month’s rent or as agreed. Crediting net rental receipts into my/our nominated Bank/Building Society account or directly to me/us. Advising tenants of their liabilities to relevant authorities and public utilities including payment of Council Tax. Deal with any necessary insurance claims on your behalf, which is a chargeable function.

And if Managed by us:

Receiving and accounting for rental on a monthly basis.  
Submitting a Statement of Account and Expenditure to me/us on a monthly basis. Informing me/us immediately of non-payment of rent and if appropriate taking action to pursue rent arrears where necessary; any costs incurred by you in pursuing rent arrears will be met by me/us after prior consultation. Carrying out regular inspections of the property as agreed with me/us.

I/We accept that such inspections will only expose obvious defects and that you cannot accept responsibility for hidden or latent defects.  
Organizing where necessary, repairs and routine maintenance work.

I/We give you authority to spend up to £100.00 on repairs without reference to me/us. I/we acknowledge that you will always make every effort to inform me/us before instructing any repair or routine maintenance work unless the work is of an emergency nature. This work may be carried out by R&D Commercial Ltd or its nominated agent.  
Dealing with tenant’s’ enquiries during the period of the lease.  
Dealing with any extensions or alterations to the lease and advising me accordingly. Serving a Notice to Quit, where necessary.

Advise on compliance with the Gas Safety (Installation and Use) Regulations 1994 with regard to the inspection, maintenance, and keeping of records in respect of all gas appliances in tenanted premises, the owner/landlord being responsible for all costs involved.

Advise on and ensure compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989 & 1993) with regard to minimum fire resistant standards of specified items supplied in the course of letting property, the owner/landlord being responsible for all costs involved.

We encourage a paperless and efficient office and use electronic signing technology to reduce the impact on the environment. Documentation will be provided electronically but should you require a printed copy we can arrange this for an admin fee of £10 + VAT. This fee will be used to plant a tree and help offset our carbon footprint.

Should you or we renew the tenancy with the tenant/s found by us after the fixed term an administration fee of £150 + VAT will be charged. Should you wish to take advantage of our legal guarantee separate terms and conditions will apply. These will be provided. We have provided you with a separate 14 day cancellation notice. Should you require another copy of this please contact the office.

Cancellation: You have a right to cancel this contract within 14 days from the date of signing. Notice must be served to the address below. Should a landlord withdraw their property after accepting a proposed tenant, who has successfully passed our referencing checks and is willing and able to take on the tenancy, then the Landlord will be liable to pay us the sum of £249.00 + VAT for our services rendered until that point.

**TENANCY ISSUES**.

In the event of the tenants failing to vacate the property after being served with a Notice to Quit, I/we will not hold you responsible.

I/We understand it is our duty to ensure that sufficient insurance policies are in place to cover the repair & legal costs involved.

OurHQ is a trading name of R&D Commercial Ltd, company number 11650822