

**CHALK  
STREET /**

**ESTATES**

# Terms of Business

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## 1. These terms

**1.1. What these terms cover.** These are the terms and conditions on which we supply our property marketing services to you.

**1.2. Why you should read them.** Please read these terms carefully. They tell you who we are, how we will provide our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

## 2. Information about us and how to contact us

**2.1. Who we are.** We are Chalk Street Estates Limited, a company registered in England and Wales. Our company registration number is 10336291 and our registered office is at 3rd Floor, Great Titchfield House, 14-18 Great Titchfield Street, London, W1W 8BD. Or usual business address is 63-65 Station Lane, Hornchurch, RM12 6JU. Our VAT number is 253415227.

**2.2. How to contact us.** You can contact us by telephoning 01708 922837 or by email at hello@chalkstreet.co.uk or writing to our usual business address as stated above. Our website is www.chalkstreet.co.uk

**2.3. Professional registrations.** We are a member of the National Association of Estate Agents (NAEA PropertyMark). We are a full member of the Property Ombudsman Scheme (TPO) and we abide by its code of practice.

**2.4. We only accept instructions for properties in England.** Our marketing activities are solely for properties located in England.

## 3. Providing the services

**3.1. Your Choice.** You may choose at the outset whether you would like to proceed on a no sale, no fee basis, or on the basis that fees will always be due to us ('pay now').

**3.2 Our services.** The services that we provide to you are marketing services for the sale of your residential property. We do not guarantee that we will sell your property.

**3.3 Reasons we may suspend the supply of services to you.** We may have to suspend marketing:

(a) if you are in breach of this agreement or if you fail to co-operate with us in the supply of our services.

**3.4 Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency.

**3.5** We may also suspend supply of the services if you do not pay or we form the opinion that you will not pay. If you do not pay us for the services when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. As well as suspending the services we can also charge you interest on your overdue payments (see clause 12.5).

**3.6 Our rights.** Any material that we produce belongs to us and must not be reproduced in whole or in part without our permission.

## 4. Your obligations

**4.1 Good faith.** You must act in good faith towards us at all times.

**4.2 Accuracy of information.** All information which you provide must be complete and accurate with nothing significant missing. You must update us with any changes throughout our appointment.

**4.3 Disclosure of interest.** So that we may comply with the Estate Agents Act 1979, you must advise us if you have any connection with us or any person connected with us including our agents and employees. You are also required to advise us if you work for an Estate Agent or property related company.

**4.4 Access.** You must allow us safe access to your property on reasonable notice so we can perform our services. You must also be flexible to accommodate viewing demand.

**4.5 Property Information.** We must ensure that anything we say or publish about your property is accurate. It is your obligation to advise us of anything which may be material to the sale of your property such as any title issues, any unusual rights that the property may be subject to, structural issues, absence of necessary consents or documentation, or if the property is subject to a "Green Deal" arrangement.

## 5. Your rights to make changes

If you wish to make a change to your instruction please contact us. We will let you know if the change is possible. If it is possible then we will let you know how soon we can implement the change. We will advise whether any additional charges will apply as a result of your requested change, and if so, ask you to confirm whether you wish to go ahead with the change.

## 6. Our rights to make changes

**6.1 Minor changes to the services.** We may make minor changes without further reference to you to the services to reflect changes in relevant laws and regulatory requirements, and to implement minor technical adjustments and improvements.

**6.2 Significant service changes and these terms.** In addition, we may make more significant changes to the services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect.

## 7. Your rights to end the contract

**7.1 You can always end your contract with us.** Your rights when you end the contract will depend on how we are performing and why you decide to end the contract:

(a) If the services are misdescribed you may have a legal right to end the contract (or to get the service re-performed or to get some or all of your money back)

(b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;

(c) If you have just changed your mind see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

(d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.6.

**7.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately. We may, in our absolute discretion, choose to refund to you in part depending on the circumstances. The reasons are:

(a) we tell you about an upcoming change to the services or these terms which you do not agree to (see clause 6.2);

(b) we tell you about an error in our fees or the scope of our services and you do not wish to proceed;

(c) there is a risk that marketing may be significantly delayed because of events outside our control;

(d) we have suspended marketing for technical reasons, or notify you we are going to suspend it for technical reasons, in each case for a period of over 1 week; or

(e) you have a legal right to end the contract because of something we have done wrong.

**7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** If you are a consumer and this contract was not agreed at our office then you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.



#### **7.4 When you don't have the right to change your mind.**

You do not have a right to change your mind if you have advised us in writing that you wish us to provide the services to you immediately by making the appropriate confirmation at the end of this agreement.

#### **7.5 Cancelling if you have requested immediate provision of services.**

If you request the immediate provision of services during the cancellation period and you exercise your right to cancel, you will be required to pay us an amount to reflect the services performed on your behalf prior to us receiving your cancellation notice. This fee will not exceed £500 except where we introduce or have negotiations with the ultimate buyer of the property before you exercise your right to cancel the contract. In this instance, the contract will have been fully performed and the agreed agency fee would be due, notwithstanding that cancellation took place.

#### **7.6 Ending the contract where we are not at fault and there is no right to change your mind.**

Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, just contact us to let us know. The contract will end immediately but we will not refund any sums paid by you. If you have not made an advance payment for services then our charges will immediately become due in full. If you decide you no longer wish to sell during the contract period, and/or decide you no longer wish to sell after we have agreed a sale, we will invoice you for services rendered. This figure will not exceed £1000 except where we introduce or have negotiations with the ultimate buyer of the property before you exercise your right to end the contract. In this instance, the contract will have been fully performed and the agreed agency fee would be due, notwithstanding that cancellation took place. If this is a Sole Agency contract, then you can end the contract by giving us written notice of your intention. Such notice will terminate the contract 14 days after we receive it, provided that any termination date will not be sooner than three months after the expiry of the 14 day period contained at clause 7.3. The provisions of clauses 11.1(a) and 11.1(b) shall continue to apply following any such termination.

#### **8. How to end the contract with us (including if you have changed your mind)**

**8.1 Tell us you want to end the contract.** To end the contract with us, please advise us in writing or by email address, as per section 2 above.

**8.2 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will reflect what has been supplied and what work has been carried out on your behalf.

**8.3 When your refund will be made.** If a refund is due to you then we will make it as soon as possible and in any event within 14 days of your telling us you have changed your mind.

#### **9. Our rights to end the contract**

**9.1 We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due or when you agree to make it, and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to market your property;
- (c) you do not, within a reasonable time, allow us access to your property if we need to do so to market your property or otherwise perform the services; or

(d) we reasonably consider that you are in breach of section 4, or other material part, of this agreement.

**9.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services that we have not provided but we may deduct or charge you a reasonable administration fee for doing so as well as any costs which we have incurred which we cannot recover.

#### **10. If there is a problem**

**10.1 How to tell us about problems.** If you have any questions or complaints about our services, please contact us in writing or by email (see section 2).

**10.2 Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. Nothing in these terms will affect your legal rights.

#### **11. Sole Agency**

**11.1** If we have agreed that our services will be provided to you on a Sole Agency basis, then you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged:

- (a) with a purchaser introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period; or
- (b) with a purchaser introduced by another agent during that period.

#### **12. Price and payment**

**12.1 Price of our marketing services.** The price of the services payable by you is as indicated on the attached schedule. This price includes VAT at the current prevailing rate.

**12.2 Time for payment.** You are required to pay us our fee upon the sooner of:

- (a) In the case of Sole Agency, exchange of contracts, otherwise, completion of the sale of your property; or
- (b) the cancellation of this agreement (subject to adjustment in accordance with the terms of this agreement);

**12.3 Fee liability period.** You are liable to pay our agency fee if, within six months of the end of this agreement, another agent issues a memorandum of sale on behalf of a buyer that we have introduced to the property by us during the term of this contract. This period extends to twenty-four months if you sell the property (without the involvement of another estate agent) to a purchaser introduced to the property or to you by us during the term of our agency agreement.

**12.4 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the services, we will adjust our fees to include the change in the rate of VAT, unless you have already paid in full before the change in the rate of VAT takes effect.

**12.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

#### **13. Our responsibility for your loss or damage**

**13.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

**13.3 When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. This includes affixing a for sale board.

#### 14. Your personal information

**14.1 How we will use your personal information.** We will use the personal information you provide to us to supply the services to you, and to process your payment for the services.

**14.2** We will only give your personal information to third parties where the law either requires or allows us to do so.

**14.3 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 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 the Terms, you agree to us taking such steps as it is required to do in order to comply with such regulations.

#### 15. Other important terms

**15.1 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**15.2 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**15.3 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

**15.4 English law applies to this contract.** These terms are governed by English law. You can only bring legal proceedings in respect of the services in the English courts.

## Immediate Marketing

We will not begin marketing your property until the 14 day cancellation period has ended unless you provide us with specific written permission to do so. Please sign, date, and indicate below if you would like us to begin marketing your property immediately. If you would not, please leave this section blank.

*I would like you to begin marketing my property immediately.*

Signed
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Date
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Signed
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Date
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## Acceptance of Terms

I acknowledge receipt of a copy of this agreement and accept its contents and confirm that I have the required authority to sell the property concerned. If another party has an interest in the property, then I confirm that I have their authority to enter into this agreement. I further confirm that I shall be responsible for any fees due to Chalk Estates Limited.

Signed
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Date
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Signed
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Date
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**01708 922837**



**hello@chalkstreet.co.uk**

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Greater London  
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**Office hours:**  
Monday to Friday 8.30am to 5.30pm  
Saturday 9am to 5pm  
Sunday: Closed

**www.chalkstreet.co.uk**



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