

**CHALK
STREET /**
ESTATES

Terms of Business and Property Information Questionnaire

Excellent

★ Trustpilot ★ ★ ★ ★

FEES SCHEDULE

	Premium	Premium+	Exclusive
	£3,000	£4,000	£6,000
Professional photography	✓	✓	✓
RICS compliant floor plan	✓	✓	✓
Marketing on website & major portals	✓	✓	✓
Social media campaign	✓	✓	✓
Viewings managed	✓	✓	✓
Buyers financially qualified	✓	✓	✓
Professional offer negotiation	✓	✓	✓
Dedicated sales progression team	✓	✓	✓
Award-winning customer service	✓	✓	✓
Accompanied viewings			✓
Upgraded professional photo package			✓
Bespoke marketing video			✓
Enhanced social media promotion			✓
Rightmove premium listing			✓
Premium big screen video advertising			✓
Out of hours staff availability			✓
Our fee is to be paid:	Upfront	On completion	On completion

Optional services:

Unlimited accompanied viewings £500
Energy Performance Certificate £95

All prices include VAT

TERMS OF BUSINESS

1. Our Agreement with You

1.1. Scope of Services: These Terms and Conditions, alongside your signed Instruction Form, constitute the legally binding contract between Chalk Street Estates Limited ("we/us") and the Client ("you"). They govern the property marketing and sales services we provide.

1.2. Importance of These Terms: Please read these terms carefully before signing. They outline:

- 1.3. Your legal obligations as a seller (specifically regarding property disclosures).
- 1.4. Our fee structures and when they become payable.
- 1.5. Your rights to cancel and how we handle disputes.
- 1.6. Our liability and data protection duties.

2. Company Information & Professional Standards

2.1. Who We Are: We are Chalk Street Estates Limited, registered in England and Wales.

2.2. Company No: 10336291

2.3. Registered Office: 3rd Floor, Great Titchfield House, 14-18 Great Titchfield Street, London, W1W 8BD.

2.4. Business Address: 63-65 Station Lane, Hornchurch, RM12 6JU.

2.5. VAT Number: 253415227.

2.6. Contacting Us: You can reach us via Phone: 01708 922837, Email: sales@chalkstreet.co.uk, Web: www.chalkstreet.co.uk, or Post: To our Hornchurch business address.

2.7. NAEA Propertymark: We are members of the National Association of Estate Agents and adhere to their professional conduct rules.

2.8. The Property Ombudsman (TPO): We are full members of the TPO Scheme and abide by its Code of Practice. A copy of this Code is available upon request.

2.9. Client Money Protection: We hold relevant Professional Indemnity Insurance and Client Money Protection as required by law.

2.10. Jurisdiction: We only accept instructions for residential properties located in England. This contract is governed by English Law.

3. Providing the Services

3.1. Fee Basis: You may choose at the outset to proceed on a "No Sale, No Fee" basis or a "Pay Now" (Chalk Street Premium) basis, as indicated in your Instruction Form.

3.2. Our services: The services that we provide to you are marketing services for the sale of your residential property, including advertising on major property portals such as Rightmove and Zoopla. We may also market your property on additional portals, social media, or print advertising at our discretion, consistent with our standard marketing practices. We will use reasonable skill and care but cannot guarantee a sale.

3.3. Suspension of Service: We may suspend marketing if you breach this agreement, fail to cooperate, or where we have reasonable grounds, supported by evidence, to believe that you will not pay our fees. We will provide 7 days' notice before suspending for nonpayment.

3.4. Intellectual Property: All marketing material (photography, floorplans, video) remains our property unless otherwise agreed. We may, at our discretion, grant a licence for reuse subject to reasonable costs.

4. Your Obligations & Material Information (DMCC Act 2024)

4.1. Good Faith & Accuracy: You must act in good faith. Under the Digital Markets, Competition and Consumers Act 2024, you have a legal duty to disclose all "Material Information" about your property (e.g., structural issues, flood risks, boundary disputes, or leasehold costs) specifically including all information required by National Trading Standards (Parts A, B, and C) such as tenure, council tax band, and physical characteristics.

4.2. Indemnity: You agree to indemnify us against any costs, claims, or legal action arising from your failure to disclose material information or for providing inaccurate details.

4.3. Disclosure of Interest: You must advise us if you have any connection to a Chalk Street employee or if you work in the estate agency industry.

4.4. Access to the Property / Safe Access: You must provide us with safe and reasonable access to the property for the purpose of creating marketing materials, conducting viewings, and carrying out surveys.

4.5. Viewings: You agree to be reasonably flexible to accommodate viewing demand. We will provide you with reasonable notice (typically 24 hours where possible) for any appointments.

4.6. Key Holding: If you provide us with a set of keys, we will hold them securely and only use them for authorised viewings or professional inspections. While we take every care, we cannot be held liable for any loss or damage occurring during unaccompanied viewings unless caused by our direct negligence.

4.7. Unoccupied Properties: If the property is vacant, it remains your responsibility to ensure that the property is adequately insured, that utilities are managed, and that the property is "winterised" (e.g., heating left on low) to prevent pipe bursts or damage.

5. Changes to the Agreement

5.1. Your Right to Request Changes: If you wish to make a change to your instruction (e.g., changing the asking price or the agency model), please contact us in writing.

5.2. Amendment Notice: If a change is possible, we will provide a written Amendment Notice detailing any change in fees or timelines. We will only implement the change once you have confirmed your agreement in writing.

5.3. Our Right to Make Minor Changes: We may make minor adjustments to our services or these terms without your prior consent to reflect changes in laws, implement minor technical adjustments, or correct clerical errors.

5.4. Significant Service Changes: If we need to make significant changes to these terms or the scope of our services, we will notify you at least 14 days in advance. If you do not agree to these significant changes, you have the right to end this contract immediately without penalty.

6. Your Rights to End the Contract

6.1. General Right to Terminate: You may end your contract with us at any time. Your liability for costs or fees will depend on the reason for termination and the timing, as outlined below.

6.2. Termination for Fault (No Fee Payable): You may end this contract immediately by written notice if we breach a material term of this agreement or fail to provide services with reasonable care and skill.

6.3. The 14-Day "Cooling-Off" Period (Statutory Right): If you signed this contract away from our office (e.g., at your home or online), you have a legal right to cancel within 14 days without giving a reason.

6.4. Cooling-Off (No Immediate Marketing): If you have NOT requested immediate marketing: You will receive a full refund of any fees paid.

6.5. Cooling-Off (Immediate Marketing): If you DID request immediate marketing in writing: You can still cancel, but you must pay for the services provided up to the point of cancellation. This is capped at £500 (inc. VAT) to cover costs such as professional photography, floorplans, administration costs and portal listing fees.

6.6. Important Exception: If prior to cancellation, we introduce a buyer who eventually completes the purchase, the full fee remains due regardless of cancellation.

6.7. Electronic Signatures and Distance Contracts: If this agreement is signed via DocuSign or any other electronic means away from our business premises, you acknowledge the following:

6.8. Digital Notice of Cancellation: By signing this agreement electronically, you confirm you have been provided with a digital Notice of the Right to Cancel.

6.9. Express Request for Immediate Service: By signing the relevant section, you are making an express request for Chalk Street Estates to begin providing services before the 14-day cooling-off period ends.

6.10. Liability for Costs: You acknowledge that if you subsequently cancel within the 14-day period, you will be liable for the costs of services performed up to the point of cancellation (as detailed in Clause 6.5).

6.11. Ending the Contract Without Fault: If you wish to end the contract outside of the cooling-off period, or if you decide not to sell after marketing has commenced:

6.12. The Termination Fee: We will invoice you for services rendered and costs incurred. This amount is capped at £1,000 (inc. VAT). Any termination fee charged will reflect a genuine pre-estimate of the reasonable costs incurred and will not exceed those costs.

6.13. The "Introduction" Rule: If you end the contract but sell the property within the Fee Liability Period (see Clause 10.3) to a buyer we introduced, you will be liable for the full agency fee, less any termination fee already paid.

6.14. How to Terminate: To end the contract, you must notify us in writing (letter or email).

6.15. Notice Period: Following any initial fixed period stated in your Instruction Form, the notice period for termination is 14 days.

7. Notice Periods & Fixed Terms

7.1. The Minimum Fixed Term: This agreement is for a minimum fixed term of three (3) months, starting from the date the 14-day cooling-off period expires (the "Commencement Date").

7.2. Giving Notice: You may end this contract by giving us 14 days' written notice. However:

7.3. Earliest Termination Date: The contract cannot end sooner than the final day of your 3-month fixed term.

7.4. Post-Fixed Term: If notice is not served to coincide with the end of the 3-month fixed term, the contract will continue on a rolling basis. You may then terminate at any time by providing 14 days' written notice.

7.5. Continuing Liability: Even after the contract ends, the provisions regarding Fee Liability (Clause 10.3) will continue to apply.

7.6. Protected Applicants: Upon termination of this agreement, we will provide you with a written list of 'Protected Applicants' (people we have introduced) within 48 hours. This list will define who you are liable to pay us for if they buy the property later.

8. Our Right to End or Suspend the Contract

8.1. Termination for Breach: We may end this contract immediately by giving you written notice if you break the agreement in a significant way, including non-payment, failure to disclose material information, or AML non-compliance.

8.2. Consequences of Us Ending the Contract: If we end the contract because you have breached your obligations: We will be entitled to recover our reasonable out-of-pocket expenses and marketing costs incurred up to that date, capped at £1,000 (inc. VAT).

8.3. Fixed-Term Expiry & Force Majeure: For Chalk Street Premium (Pay Now) instructions, our obligation to provide services will automatically end on the 12-month anniversary of this agreement.

9. If There Is a Problem (Complaints & Redress)

9.1. Our Commitment: We aim to provide a high-quality, professional service. However, if you are unhappy with any aspect of our service, we have a formal In-House Complaints Procedure. Please contact us in writing or by email (see section 2.6).

9.2. Independent Redress (The Property Ombudsman): If you remain dissatisfied with our final response, you have the right to refer your complaint to The Property Ombudsman (TPO) for an independent review. You must refer the matter to TPO within 12 months of receiving our Final Viewpoint Letter.

The Property Ombudsman Contact Details:

- **Address:** Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP
- **Telephone:** 01722 333 306
- **Website:** www.tpos.co.uk

10. Sole Agency & Fee Liability

10.1. Nature of the Agreement: You are appointing Chalk Street Estates Limited as your Sole Agent for a minimum fixed term of three (3) months.

10.2. Statutory Definition (Required by Law): SOLE AGENCY: 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:

10.3. Conditions of Liability: (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.

10.4. Double Fee Warning: Please be aware that if you instruct another agent during our three-month Sole Agency period, you may involve yourself in a liability to pay two fees: one to Chalk Street Estates (for breach of sole agency) and one to the other agent (for the introduction).

10.5. Fee Liability for "Backdoor" or Private Sales: If this agreement is terminated and you subsequently sell the property to a purchaser who was originally introduced to the property or to you by us, you will remain liable to pay our full commission fee in the following circumstances:

10.6. Sales via Another Agent: If, within six (6) months of the termination of this agreement, another agent issues a Memorandum of Sale on behalf of a buyer originally introduced by us.

10.7. Private Sales: If, within twenty-four (24) months of the termination of this agreement, unconditional contracts are exchanged for a private sale (without the involvement of another estate agent) to a buyer originally introduced by us.

10.8. We will maintain written records of all buyer introductions, including date, contact information, and correspondence. You agree that these records are sufficient evidence of an introduction for the purpose of fee liability.

11. Fixed Fee and Payment Terms

11.1. The Professional Fee: Our professional fee is a fixed sum as specified on the Instruction Form.

11.2. When the Fee is Earned: Our fixed fee is earned and becomes a legally binding debt at the point we successfully introduce a purchaser who proceeds to the unconditional Exchange of Contracts.

11.3. When Payment is Collected (Settlement on Completion): Although the fee is earned at exchange, payment is only collected upon the legal Completion of the sale. By signing this agreement, you provide irrevocable authority to your Solicitor or Conveyancer to settle the fixed fee directly from the sale proceeds on the day of completion.

11.4. Late Payment & Debt Recovery: Any fee not settled on the day of completion will accrue interest at 4% above the Bank of England Base Rate, calculated daily.

11.5. Referral Fees: We may recommend third-party service providers. If you choose to use their services, we may receive a referral fee (typically ranging from £50 to £250).

11.6. AML Compliance Fee: To comply with the Money Laundering Regulations 2017, we perform electronic identity verification. A non-refundable fee of £15 inc. VAT per person is charged to buyers for these checks and will be disclosed prior to checks being undertaken.

We absorb this cost for sellers AML checks.

12. Liability and Our Responsibility for Loss

12.1. Responsibility for loss: If we fail to comply with these terms or fail to use reasonable care and skill, we are liable for loss or damage you suffer that is a foreseeable result of our breach.

12.2. Viewings and Security: While we will take reasonable care, you remain responsible for the security of your possessions. We strongly recommend that "small high-value items" (such as jewellery, cash, or small electronics) are secured or removed.

13. Data Protection and Privacy

13.1. Data Controller: We are the data controller of the personal information you provide. We will process your personal data in accordance with the UK General Data Protection Regulation (UK GDPR).

13.2. Mandatory Disclosure to Government Authorities: As a regulated business, we are subject to strict legal requirements regarding the prevention of financial crime. We may be required to disclose your personal information to the NCA or HMRC without your consent and without notifying you.

13.3. Identity Verification & Soft Credit Checks: To comply with the Money Laundering Regulations 2017, we are required to verify the identity of all clients. You agree that we may use third-party services to carry out "soft"

credit searches and electronic identity checks. These checks leave a "footprint" on your credit file but do NOT affect your credit rating or ability to obtain credit.

13.4. **Documentation:** You agree to provide original or certified copies of identity documents (Passport/Driving Licence) and proof of address (Utility Bill/Bank Statement) upon request. We cannot market the property until these checks are successfully completed.

14. General Provisions and Legal Terms

14.1. **Rights of Third Parties:** Pursuant to the Contracts (Rights of Third Parties) Act 1999, no person who is not a party to this contract shall have any right to enforce any of its terms.

14.2. **Entire Agreement:** These terms, along with the signed Fee Schedule, constitute the entire agreement between us.

14.3. **Governing Law and Jurisdiction:** These terms are governed by English Law.

Request for Immediate Provision of Services

By signing below, you expressly request and agree that Chalk Street Estates Limited begins providing the marketing services immediately (before the end of the 14-day cancellation period).

Acknowledgment of Costs:

- **If you cancel within 14 days:** You acknowledge that if you exercise your right to cancel after we have started work, you will be liable to pay us a pro-rata amount for the services performed up to the point of cancellation (as detailed in Clause 6.5).
- **If the service is fully completed:** You acknowledge that if we introduce a buyer who goes on to purchase the property before you cancel, the service is deemed "fully performed," and you will lose your right to cancel the agency fee.

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	Date
Signed	Date

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 Street Estates Limited.

Signed	Date
Signed	Date

PROPERTY INFORMATION QUESTIONNAIRE

IMPORTANT LEGAL INFORMATION FOR SELLERS

Estate agents must disclose all material information about a property—anything that could influence a buyer's decision. To comply, we need you to answer questions about the property. Your answers will be used for marketing and shared with potential buyers and their advisers.

Please answer accurately. If you do not know an answer, write "Not known." You are not expected to investigate but must disclose what you are aware of. Providing false or misleading information, or withholding what you know, could lead to claims for misrepresentation or the buyer withdrawing from the sale.

The property

Information about the property and its history

Is the property freehold or leasehold?			
	Yes	No	Not known
If freehold, does the property sit on a managed estate with service charges?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there any owners not in residence?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there any dispute over ownership or your authority to sell the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property listed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property in a designated conservation area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property of non-standard construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the property been subject to subsidence or structural issues?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, are there any guarantees or receipts of work carried out?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property subject to probate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, when was probate applied for?	 		
Has probate been granted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, when was it granted?	<input type="checkbox"/>	If No, when is it expected?	<input type="checkbox"/>
Has building insurance cover ever been declined on the property or been subject to specific conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has Japanese Knotweed ever grown within the property boundary or close vicinity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property susceptible to flooding?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Alterations to the property

Have you made any structural alterations, extensions, significant repairs or renewals to the property? For example, loft or garage conversion, removal of internal walls / chimneys or change of use.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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If Yes, outline the nature of the work below:

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If required, is there local authority consent/permission for such works?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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If required, has building control issued the necessary completion of works certificate(s)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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The land

Information about boundaries and rights of access

Is any part of the property land not solely within the seller's legal ownership?

If Yes, provide details below:

Do any neighbours have right of access through any parts of your home, buildings or land?

If Yes, provide details below:

Are there any issues with the title of the land?

Does the property benefit from any rights over any neighbouring property, buildings or land?

If Yes, provide details below:

Is there any public right of way through any part of your home, buildings or land?

If Yes, provide details below:

The leasehold

(if applicable)

Remaining lease length

Lease commencement date (if known)

Annual ground rent

Current service charge

Parking arrangements:

Allocated space(s)	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	Shared / FCFS	<input type="checkbox"/>	Garage	<input type="checkbox"/>
On street	<input type="checkbox"/>	Permit	<input type="checkbox"/>	Metered	<input type="checkbox"/>	None	<input type="checkbox"/>

Are there any restrictions within the lease that may affect occupation, for example keeping animals?

Are you aware of any issues, concerns, or defects with the cladding or external wall system?

Seller Declaration

By signing this form, I confirm the answers to be truthful and to the best of my knowledge. The questions have been designed to assist with the smooth selling of the property. Any misleading or incorrect answers are likely to be exposed later in the conveyancing process and may hinder the sale.

If there are any changes to the information provided, I will notify Chalk Street Estates as well as my conveyancer.

Signed	Date
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Signed	Date
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Notes

