

AGENCYNEGOTIATION

Agency Negotiation Ltd. 152 City Road London EC1V 2NX
Registered Office: 48 Station Road, Polegate, East Sussex BN26 6EA

Terms and Conditions of Service

1. Application

1.1 These terms and conditions shall apply to the provision of services by Agency Negotiation Ltd. to the client.

1.2 In the event of conflict between these terms and conditions and any other terms and conditions (of the client or otherwise) the former shall prevail unless expressly agreed by the service provider in writing.

2. Definitions and Interpretation

1.1 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ Agreement”

means an agreement between Agency Negotiation Ltd. and the client entered into by the same which shall incorporate, and be subject to, these terms and conditions.

“Client”

means any individual whose intention it is to offer for sale their property and who subsequently purchases consultancy services from Agency Negotiation Ltd.

“Commencement Date”

means the commencement date for the agreement as set out in the same:

“Fees”

means the fees payable by the client under clause 4 in accordance with the Terms and Conditions.

“Services”

Means the services to be provided by Agency Negotiation Ltd. to the client as set out in the agreement.

“Service Provider”

means Agency Negotiation Ltd.,

“Terms of Payment”

means the terms of payment of fees as set out in the agreement

3. The Services.

1.1 With effect from the commencement date, the service provider shall, in consideration of the fees being paid in accordance with the terms of payment, provide the services to the client.

1.2 The service provider will use reasonable care and skill to perform the services

1.3 The service provider shall use all reasonable endeavors to complete its obligations under the agreement, but time will not be of the essence in the performance of these obligations, unless expressly requested at the commencement of the service.

1.4 The services comprise advice on the choice of estate agency, subsequent negotiation of the estate agency commission fees and a review of the contract between client and the appointed estate agency. The services expressly exclude a valuation of the clients property, together with the marketing and legal services of the same. The services are provided independently from those of the estate agency and the payment of fees is not dependent on the eventual sale of the clients property.

4. Fees

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1.1 The client agrees to pay the fees in accordance with the Terms of Payment

1.2 All sums payable by the client pursuant to the agreement are exclusive of any value added tax or other tax (except corporation tax)

5. Payment

1.1 The payment required to be made pursuant to the agreement by the client shall be made on appointment, via debit/credit card/paypal and made through the www.agencynegotiation.com web site payment process. Cheques are also accepted.

6. Termination

1.1 The client may terminate the services at any time during the agreement by notifying the service provider in writing, by phone or email. If the services have been provided by Agency Negotiation Ltd. in respect of achieving a reduction in the commission due to any estate agency, or in assessing the merits of any estate agency listing presentation and advice thereafter on a preferred agency, or in determining the validity of the estate agency contract, then the service is considered complete.

1.2 If the service provider has been unable to negotiate better terms than were first proposed by the estate agency, either in commission due, length of estate agency contract, or increase in estate agency valuation, then a full refund shall be made within 7 days.

The services are deemed to have been satisfactorily completed once the client has exchanged contracts with any purchaser.

7. Liability

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1.1 If the service provider fails to perform the services with reasonable care and skill, it will carry out remedial action at no extra cost to the client, or, if the client so desires, make a full refund of fees paid.

1.2 The service provider, Agency Negotiation Ltd., confirms that it has in place Professional Indemnity Insurance, together with Public Liability Insurance.

8. Force Majeure

Neither the client nor the service provider shall be liable for any failure or delay in performing their obligations under the agreement where such failure or delay results from any cause that is beyond the reasonable control of that party.

9. Severance

The parties agree that, in the event that one or more of the provisions of these terms and conditions are found to be unlawful, invalid or otherwise unenforceable, that these provisions shall be deemed severed from the remainder of these terms and conditions (and the agreement, as appropriate). The remainder of these terms and conditions shall be valid and enforceable.

10. Copyright/Information

Agency Negotiation Ltd. reserves all copyright and other rights (if any) which may subsist in connection with the provision of the services.

11. Law and Jurisdiction

1.1 These terms and conditions and the agreement shall be governed by and construed in accordance with the laws of England and any dispute, proceedings or claim between the parties relating to these terms and conditions shall fall within the jurisdiction of the courts of England

