

# NU:MOVE SERVICE AGREEMENT

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## INTRODUCTION

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This document 'Service Agreement' gives you information about the terms upon which we agree to offer and provide you with our Products and Services.

All changes to the Services Agreement or additions will be posted on the nu:move Website. It is your responsibility to check the Website for any changes. You agree to be bound by such changes if you should continue to use the Products and Services.

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## DEFINITIONS

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**'Advert'** means how your property will be displayed in advertising and marketing which include photographs, descriptions and floor plans.

**'Advertised Rates'** means the charges for the Products and Services as advertised by nu:move from time to time.

**'Completion'** means the formal legal completion of the sale of your property.

**'Deferred Payment Date'** means the date where any of the following occurs whichever happens first:

- Fees become due at exchange of contracts or (if there is no contract) upon completion of the sale of your property.
- If the property sells through another estate agent
- If you withdraw your instruction for us to market the property
- Twelve months from the date when you agree to use our services

**'Instruct'** means taking advantage of the Products and Services having paid the Advertised Rates.

**'Pay Later'** means where you have chosen not to pay Upfront and have agreed to pay as a result of the circumstances outlined herein.

- Fees become due at exchange of contracts or (if there is no contract) upon completion of the sale.
- If the property sells through another estate agent
- If you withdraw your instructions for us to market the property
- Twelve months from the date when you agree to use our services

**‘Privacy Policy’** means the Privacy Policy as amended from time to time and published on the nu:move Website.

**‘Products and Services’** means products and/or services offered from time to time by nu:move within the Website.

**‘Optional Extra’** or **‘Extras’** means any of the Extras available on the nu:move Website and available for you to advertise as part of your marketing.

**‘Split Payment’** means when you Instruct nu:move you have chosen to pay an amount as specified in the selling/letting package now and pay the balance of monies outstanding on the occurrence of the circumstances outlined herein.

- Fees become due at exchange of contracts or (if there is no contract) upon completion of the sale.
- If the property sells through another estate agent
- If you withdraw your instructions for us to market the property
- Twelve months from the date when you agree to use our services

**‘Terms of Use’** means the terms and conditions for using the Website and published from time to time on the Website.

**‘Upfront’** means when you Instruct nu:move you have chosen to pay the amount specified in your chosen selling or letting package immediately before your property is marketed.

**‘Website’** means [www.nu-move.co.uk](http://www.nu-move.co.uk), including all systems, software and processes hosted therein.

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## INSTRUCTING NU:MOVE TO SELL OR LET YOUR PROPERTY ONLINE

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Full details of the Products and Services and what is included and the price of each is detailed on the Website.

### All owners of the Property

When you Instruct nu:move you confirm that you do so with the knowledge, consent and agreement of each and all of the legal owners and occupiers and those who have an interest in the marketing and/or sale of the Property. You confirm that you have all relevant authorities and authorisations as are necessary or required to enable you to take advantage of the Products and Services.

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## PAYING US

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We will only charge you the Advertised Rates for the Products and Services. The Advertised Rates include VAT and are fixed.

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## PAYMENT OPTIONS

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We may from time to time offer different methods of payment. You may be given the option to:

1. Pay Now
2. Split Payment (an amount as specified in the selling/letting package paid upfront and the balance paid later)
3. Pay Later

If you choose to Pay Now you will be required to provide us with your credit or debit card details and we will obtain approval for an amount up to the amount of the transaction and debit that amount from your card. Billing occurs at the time of, or shortly after your transaction.

If you choose to Split Payment you will be required to provide us with your credit or debit card details and we will obtain approval for an amount up to the amount of the Upfront transaction. The balance of monies outstanding will become due when any such event should occur that represents a Deferred Payment Date. You will be required to make payment in full for the balance of monies outstanding to nu:move for the Products and Services taken by you on the Deferred Payment Date.

If you choose to Pay Later you will be bound to pay when any such event should occur that represents a Deferred Payment Date. You will be required to make payment in full to nu:move for the Products and Services taken by you on the Deferred Payment Date.

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## PAYMENT DETAILS

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We may take certain information from you such as the name on the card, card number, start date, expiry date, security code or issue number when you take advantage of our products and services. This information will be used to take the agreed payment and will not be stored on our system.

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## REFUNDS AND CANCELLATIONS

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Once you have ordered Products and Services you will be charged immediately by nu:move whether you choose to Pay Now or Split Payment. Where you choose Pay Later you will not pay for the Products and Services until payment is due in accordance with the Deferred Payment Date.

Should you wish to cancel or withdraw any Products and Services you may do so at any time. However, under no circumstances will any full or part credit be made in respect of Advertised Rates.

In the event that you cancel your Advert or any Products and Services and have chosen to Pay Later such circumstances represent the Deferred Payment Date and you will be required to pay immediately.

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## APPROVING YOUR ADVERT

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You will be notified by nu:move as soon as your Advert is available for approval. You are responsible whatever the nature of the Products and Services you use to ensure that all descriptions, photographs, floor plans and information provided or used in any advertising and marketing are accurate, current and are in no way misleading.

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## OPTIONAL EXTRAS

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Optional extras are an opportunity for you to offer your property for sale and/or let with certain value added extras.

You can choose any one or more Extras from the list of Optional Extras. You can also change these from time to time or withdraw them.

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## ADVERTISING AND MARKETING

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We will advertise and market your property on property portals, websites or publications as stated in our sales/letting packages to secure interest on your property from potential purchasers and tenants in our absolute discretion. We may withdraw or no longer take advantage of the services of such property portals, websites or publications at our absolute discretion.

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## ENERGY PERFORMANCE CERTIFICATE - EPC

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It is a legal requirement for you to have a valid EPC, it is your responsibility to ensure that you have a valid and up to date EPC in place. You can order one from us on our Website, if you do not have one.

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## FOR SALE AND TO LET BOARDS

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Where you instruct nu:move to sell/let your property, we will arrange for one 'For Sale'/'To Let' board to be erected free of charge. All subsequent boards will be charged at the Advertised Rates.

In terms of sales/lets where we provide a complimentary 'For Sale'/'To Let' board:

- All boards belong to nu:move although it is your responsibility to ensure they are safe and secure and preserved for collection once the property is sold or is withdrawn from the market;
  - If we cannot collect a board that we are able to use again we will charge you to replace the board at the rates in force at that time.
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## ARRANGING VIEWINGS

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You will be contacted via the telephone number supplied to arrange a viewing at a time that best suits you. We will provide you with the name of the person(s) who wish to view together with the date and time. An email confirmation will be sent to both parties confirming the date and time.

If nu:move are conducting the viewings on your behalf, you will still be notified of the above information. It is your responsibility to ensure that the property is ready and prepared for the viewing and that our Property Expert has access to the property at the date and time of the viewing.

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## EMPTY PROPERTIES

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If your property is empty, you shall ensure that you conduct regular security and condition checks from time to time. Nu:move shall not be responsible for doing so.

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## FEEDBACK

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We will request feedback from every person who has viewed or was due to view your property. All feedback will be forwarded to you at the email address supplied.

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## OFFERS

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We will report offers to you immediately they are made. The nature, extent, position of the potential purchaser or tenant and desire to proceed, will be requested and provided to you automatically as the offer is made.

We will make such reasonable checks as are possible to ensure the offer made meets our criteria for a sale or let to proceed.

You will get a choice whether to accept the offer, reject the offer, reject and negotiate or, you can opt for nu:move to negotiate everything on your behalf (where you are selling your property or using our lettings services).

**We will always act on your behalf and negotiate the best possible offer for your property, without any conflict of interest.**

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## SELLING

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We will provide you as far as reasonably practicable with advice and assistance once a sale is agreed.

If you have chosen to Pay Later we will notify the you the amount that you are required to pay and payment must be made once contracts have exchanged and or upon Completion.

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## LETTING

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All of these terms apply equally to lettings as they do to sales. There are additional terms and conditions specifically relating to Landlords and the lettings process under the heading '**Landlords - Terms and Conditions**' below.

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## THIRD PARTY COMPANIES

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Third party services such as mortgages, letting services, insurance and conveyancing may be introduced to you but only where we reasonably believe that you require such services.

We may receive commission for introducing you but only when you agree to take advantage of such products or services. You may decide of your own free will use such products or services.

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## LANDLORDS - TERMS AND CONDITIONS

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### Payment

All Advertised Rates applicable to Landlords and Tenants will be published on the Website and it is your responsibility to make sure you read details in advance of instructing nu:move.

If you have selected the Landlords DIY Package, you agree to pay upfront £149 Incl Vat

If you have selected the Tenant Find Package, you agree to pay upfront £99 then £249 Incl Vat when the property is Let.

If you have selected our Let Only Package, you agree to pay upfront £299 incl vat, there will be a maximum 120 day advertising period applicable on advertising portals.

### Credit reference checks

When you take advantage of our Tenant Find we will take up references for each Tenant and occupier over the age of 18 years ('the reference'). This service will usually be provided by a third party supplier as we deem appropriate. You will be notified of the outcome of the credit reference checks as soon as they are available. You will not without the Tenants consent be provided with a detailed reason as to any failure or referral.

It is your responsibility to consider whether to accept a Tenant in light of the information and circumstances that exist at the time. Your decision will be of your own free will and will not be influenced by nu:move.

### Guarantor

There may be circumstances, such as a failed or referred credit report, where you might wish to accept a guarantor for the rent as part of accepting a Tenant.

We will in all circumstances where there is a failed or referred credit report ask you whether you want to seek a guarantor or withdraw from the application for the tenancy. We will charge the Tenant to reference and administer the guarantor.

If you choose to proceed with the tenancy and there is a guarantor, we will provide a Deed of Guarantee for the tenant to sign at no extra cost.

It is your responsibility to ensure that the guarantor signs a Tenancy Agreement and the Deed of Guarantee (where applicable).

## Tenancy Agreement

We may prepare a Tenancy Agreement as part of the Products and Services that you have chosen. Whether we provide a Tenancy Agreement or not, it is your responsibility to protect yourself with a Tenancy Agreement in accordance with the relevant Housing Acts and other legislation.

## Security deposit

In every case where we secure an application from a Tenant, a security deposit of at least one months rent will be requested. You must be certain that the nature and level of deposit is sufficient to meet your expectations, taking into account the information you have about the Tenant, the type of tenancy and the risks involved. All deposits are registered with the DPS, which is an approved deposit scheme.

## Inventory

It is your responsibility to ensure that the Tenant has a full inventory of all fixtures and fittings within the property, together with proof and evidence of their condition (as well as the property itself). Nu:move will undertake an inventory on your behalf if you have taken advantage of the Fully Managed service. The inventory can be essential in the event of a dispute on check out.

An Inventory Clerk will meet with the Tenant to discuss and agree the content of the inventory. This will include a schedule of condition and cleanliness and the Clerk take the utility meter readings and list all keys that are being handed over. The Tenant will be required to sign the Inventory and this will be sent to you and the Tenant via email.

## Legal Compliance

As a Landlord you are subject to a number of legal obligations. It is your responsibility to ensure that you comply with all laws, regulations and requirements relating to Landlords and the letting of property.

These obligations include but are not exhaustive of matters relating to gas, electrical appliances and installations, safety and security, furniture and furnishings, energy performance, building regulations, health and safety, insurance, mortgages and deposits. Maintenance of the property is the responsibility of the Landlord. You should check the maintenance of the property from time to time and act on reports from the Tenant immediately to avoid any form of legal action, sanction or legal redemption or penalty as a result.

Nu:move do not accept any responsibility or liability in relation to such obligations and compliance with laws, regulations and requirements.

## Utility Suppliers

You are wholly responsible for notifying relevant authorities and utility suppliers of the change of occupancy and providing them with any readings or information that they shall require.

## Check in

It is your sole responsibility to make sure the property is ready for occupation and that you have complied with all the relevant laws, regulations and requirements in advance. You must make sure that you have completed all the requirements and requests of the Tenant as part of the tenancy prior to occupation, unless agreed otherwise.

If we offer a 'check in' service, we will not be responsible for the requirements detailed above.

## Insurance and Consent to Let

It is your responsibility to maintain buildings insurance and such other insurances as are agreed as part of the tenancy and/or by law. You must advise the insurer of the intention to let the property. You shall be responsible for complying with the terms of the insurance policy during void (untenanted) periods and to deal with any insurance claims.

You are also responsible for obtaining written consent to let from a mortgage lender, freeholder and/or leaseholder where applicable.

## Renewing the tenancy and rent reviews

Nu:move will automatically seek your instructions on the renewal or extension of the tenancy and if so instructed, will renew or extend the tenancy subject to payment of the Advertised Rates. Nu:move will upon request negotiate rent reviews for you, subject to payment of the Advertised Rates.

## Check out

It is your sole responsibility to make sure that the property is thoroughly checked and inspected when a Tenant vacates the property. If you have an inventory, you should check this to ensure that you and the Tenant are satisfied with the state and condition of the property and decide whether there is to be any deductions from the deposit.

If there is a dispute, you should try to come to some agreement with the Tenant or follow the guidelines and requirements of the approved tenancy deposit schemes.

## Contractors

In the event that we organise contractors to carry out work at the property on your behalf, we reserve the right to make a commission charge to the contractor of up to 10% of the cost of the work, plus VAT.

## Court appearances

In the event that a representative of Nu:move is required to attend a court appearance, there will be a charge of £75 per hour, plus VAT, plus reasonable expenses.

## Deductions

Nu:move are entitled to claim and deduct from the deposit at the termination of the tenancy any costs, fees or expenses owing under these terms or the terms of the tenancy agreement from the Landlord or the Tenant.

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## RIGHT OF CANCELLATION

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As this agreement was confirmed at 'distance', you may have the right to cancel it in accordance with the relevant regulations. Nu:move services are deemed to have been provided in their entirety where your Advert has been published.

### NOTICE OF THE RIGHT TO CANCEL

- This is an agreement with nu:move;
- You have fourteen days to cancel this agreement from the date on which you receive this notice in writing, which is the date you agree to these terms and conditions;
- If you wish to exercise your right to cancel, then please write to nu:move or email [info@nu-move.co.uk](mailto:info@nu-move.co.uk);
- You may wish to use the form below, however we will accept cancellations by letter, personal visit (to deliver a notice or letter) or email. If sending the notice by post, then you are advised to send it by recorded delivery;
- Cancellation is deemed to have started once the notice has been posted or sent by email.

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send this to the Managing Director.

**Please note: In the event that we have made your advert live by advertising it on [www.nu-move.co.uk](http://www.nu-move.co.uk), [www.rightmove.co.uk](http://www.rightmove.co.uk) or [www.zoopla.co.uk](http://www.zoopla.co.uk), we will for the purposes of the regulations have provided you an advertising service and as such you will not be entitled to a refund.**