



nu:move

Online Estate Agents

## Terms & Conditions

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### **Data Protection**

#### IMPORTANCE NOTICE

It is a requirement of the Estate Agents Act 1979 that you understand and accept Our Terms and Conditions prior to instructing nu:move on the sale of your Property.

Please note that You confirm Your acceptance of these Terms and Conditions either by filling in the details above, signing the last page and returning the signed document to Us by email in PDF or JPEG format or by mail to the address below OR by ticking the accept terms and conditions box on Our website and then clicking the submit button.

### **Recital**

The Seller has agreed to appoint nu:move and has agreed to act as the Sellers estate agent to sell the Property subject to the terms and conditions:

### **1. Definitions**

1.1 In these Terms and Conditions the following words and phrases shall, unless the context otherwise requires, have the following meanings:

**“Completion Date”** means the date of the completion of the sale of the Property between the Seller and a Purchaser;

**“Exchange Date”** means the date at which there is an exchange of binding contracts for the sale of the Property between the Seller and a Purchaser;

**“Fee”** and **“Fee Package”** means the commission or remuneration payable by the Seller in consideration of the Services provided by nu:move in accordance with Clause 3 below;

nu:move trading at Royal Victoria Dock, Western Gateway, London E16 1BN & Business & Technology Centre, Shifnal Road, Priorlsee, Telford TF2 9NT.

**“Property”** means the freehold or leasehold property whose address is set out above;

**“Purchaser”** means the purchaser of the Property;

**“Sale Price”** means the final agreed selling price of the Property;

**“Seller”** or **“You”** means the beneficial owner(s) of the Property or person(s) with authority of the beneficial owner(s) of the Property to sell the Property whose name is listed as such above;



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“**Services**” means the estate agent services to be provided by nu:move as set out in these Terms and Conditions;

“**Term**” shall run from the day marketing commences until it is terminated in accordance with Clause 9.

“**Upfront Fee**” means when you instruct nu:move you have chosen to pay the amount as specified in your chosen selling package immediately and before your property is marketed.

1.2 The headings in these Terms and Conditions do not affect its interpretation, save where the context otherwise requires, references to sub-clauses, clauses and schedules are to sub-clauses, clauses and schedules of these Terms and Conditions.

1.3 Unless the context otherwise so requires, references to statutory provisions include those statutory provisions as amended or re-enacted and references to any gender includes all genders and the singular shall include the plural and vice versa.

## 2. Negotiations

2.1 nu:move will conduct all negotiations on a “subject to contract” basis.

2.2 You authorise nu:move to act as selling agents on your behalf.

## 3. Fees

3.1 You must select a Fee Option as part of your instruction to nu:move to act as your agent.

3.2 In the event that a Purchaser is introduced to the Property by, nu:move or a Purchaser has entered negotiations about the Property with nu:move, during the Term and subsequently contracts for sale of the Property are exchanged with the Purchaser, nu:move shall be paid in accordance with the appropriate Fee Package You have selected.

3.3 All completion fees liable shall be paid to nu:move within 3 days of the Completion Date.

3.4 In the event that a Purchaser is introduced to the Property by another agent or a Purchaser has entered negotiations about the Property with another agent, during the Term and subsequently contracts for sale of the Property are exchanged with the Purchaser, nu:move shall be paid in accordance with the appropriate Fee Package You have selected.

3.5 Upfront payments may be made either:

- (i) By using the online payment system, which can be found at [www.nu-move.co.uk](http://www.nu-move.co.uk) or
- (ii) By Debit / Credit Card by telephoning 0330 223 0331 or
- (iii) By payment directly into the nu:move nominated bank account.

3.6 The Fees payable by You to nu:move under these Terms and Conditions are stated inclusive of any VAT (where stated) which may be chargeable, and which will be payable where required in addition to the sum in question at the rate for the time being prescribed by law. The home visit signifies the commencement of our services and the standard cooling-off period does not apply as per Clause 8(3) of The Consumer Protection (Distance Selling) Regulations 2000. If, for any reason, you decide to terminate this contract, any upfront fees paid by you to us, are non-refundable and any outstanding fees become payable immediately.

3.7 Our Classic Package 4 commission Fees are to be paid out of the completion monies relating to the Property prior to any other disbursements save those solicitor’s or conveyancer’s fees. Settlements of nu:move account shall be made on Your behalf by Your solicitor or conveyancer and shall be entitled to nu:move seek such settlement from them. Your acceptance of these Terms and Conditions authorises Your solicitor or conveyancer to settle nu:move account in accordance with these Terms & Condition.

3.8 In default of the appointment of a solicitor or conveyancer, or the payment of the Fee by the solicitor or conveyancer to nu:move under Clause 3.7. You agree to pay the Fee directly to nu:move on the Completion Date.

3.9 nu:move retains the right to charge interest on any amounts remaining unpaid for more than 1 days after the Completion Date at a rate of 2% (three percent) per annum above the base rate of Barclays Bank PLC, until payment is made in full, both before and after any judgment.

3.10 In the event that the instruction is withdrawn from the agent to market the property the fees shall become payable in accordance with the Fee Package selected to market the property. All outstanding fees liable shall be paid to nu:move within 3 working days of withdrawal of the property.

## 4. Property Misdescriptions Act

4.1 In order to ensure that neither nu:move nor You become involved in any legal action under the Property Misdescriptions Act 1991 or otherwise nu:move reserves the right not to publish any information provided by You.

4.2 nu:move shall prepare a set of property particulars on your behalf. All information on our website and all information provided to buyers and sellers directly, cannot be guaranteed and they do not form part of any contract. You must approve your property details before marketing of the property can commence, this can be confirmed in writing, or by logging on to [www.nu-move.co.uk](http://www.nu-move.co.uk) where you will be given a chance to review your details prior to upload onto the property portals.



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## 5. Indemnity

5.1 You shall indemnify, nu:move, its directors, employees and agents, against any claim made in respect of the Property or any misdescription thereof that arises wholly or partially out of any act or omission committed by you.

## 6. Offers

6.1 nu:move shall notify you of all offers it receives to purchase the Property.

## 7. Warranties

7.1 You hereby warrant and covenant that:

7.1.1 You have the necessary authority, power and capacity to enter into these Terms and Conditions; and

7.1.2 You are either

- (i) The beneficial owner of the Property, or
- (ii) Have the authority from the beneficial owner to sell the Property on these terms.

## 8. Money Laundering

8.1 You agree to provide nu:move with all information as may be required by nu:move in order to comply with the current money laundering regulations in force.

## 9. Sole or Multi Agency

9.1 In accordance with Fee Package you select nu:move will either provide the Services of a Sole Agency or a Multiple Agency.

9.1.2 The Upfront Fee required under sole and multi agency options 1,2 & 3 is non-refundable and a one-off charge that shall be paid before Services commence.

9.1.3 Receipt of the Upfront Fee by nu:move signifies the Seller is instructing nu:move to sell their Property in accordance with these Terms and Conditions.

### 9.2 Sole Agency

9.2.1 All negotiations for the sale of the Property shall be carried out by nu:move

9.2.2 You will be liable to pay the completion Fee to nu:move if there is an exchange of contracts for the sale of the Property. In accordance with clause 3.2:

- (i) With a Purchaser introduced by nu:move during the period nu:move marketed the property; or
- (ii) With whom nu:move had negotiations about the Property during the marketing period; or
- (iii) With a Purchaser introduced by another agent during the period nu:move marketed the property.

9.2.3 nu:move reserves the right to remove a property's details from the website after the period of marketing has exceeded the duration applicable to the Fee Package chosen (as per page 1 of this contract), or if the vendor of a property is un-contactable for a period of 3 months.

9.2.4 The sole agency agreement shall run from the day that marketing commences until terminated or varied by either party by giving 30 days' notice in writing. If Fee Package 4 is chosen, you will incur admin, advertising & marketing charges of £299 incl. VAT. There is no minimum contract period.

9.2.4 If the property has not sold before the relevant marketing period expires, an additional 6 months of marketing can be purchased for £199+VAT.

### 9.3 Multi Agency

9.3.1 You shall be free to enter separate negotiations with more than one estate agent.

9.3.2 You will be liable to pay the completion Fee to nu:move if there is an exchange of contracts for the sale of the Property. In accordance with clause 3.2:

- (i) With a Purchaser introduced by nu:move during the period nu:move marketed the property; or
- (ii) With whom had nu:move negotiations about the Property during the marketing period; or
- (iii) With a Purchaser introduced by another agent during the period nu:move marketed the property.

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T: 0330 223 0331 | E: info@nu-move.co.uk | W: www.nu-move.co.uk

9.3.3 nu:move reserves the right to remove a property's details from the website after the period of marketing has exceeded the duration applicable to the Fee option chosen (as per page 1 of this contract), or if the vendor of a property is un-contactable for a period of 3 months.

9.4 A Purchaser nu:move has introduced is anyone who has learned about the Property through nu:move activity either directly or through another person. This can include, for example, advertisements, office displays, sales details, For Sale signs, internet advertising, leaflets and any other verbal or written activity. It is possible for us to be the introducer even where there is another agent instructed.

9.5 If You exchange contracts with a Purchaser, introduced by nu:move within 6 (six) months of the termination of these Terms and Conditions, the commission Fee will become payable by You in full.

9.6 You shall notify nu:move in each case you instruct another estate agency to sell the property that we have been instructed to sell. As soon as another estate agency is instructed to sell the property at the same time as it is being sold by nu:move sole agency contract shall become a multiple agency contract and commission shall be as follows:

- (i) Package 1: The full Fee is paid Upfront
- (ii) Package 2: The completion fee is £396 commission on sale
- (iii) Package 3: The completion fee is £575 commission on sale
- (iv) Package 4: The completion fee is £950 commission on sale

## 10 For Sale Boards

10.1 Boards remain the Property of nu:move. You are responsible for the board whilst on your property, any loss/damage will be charged at £30.00. Please contact the office if the board needs to be re-erected for any reason this is free of charge. Please inform us immediately when the board needs to be collected.

## 11 EPC (Energy Performance Certificate)

11.1 An Energy Performance Certificate must be ordered for all properties to be marketed for sale. nu:move can only market your home after the EPC has been ordered. The cost of the EPC is non-refundable once ordered verbally and/or electronically.

## 12 Sub Agencies

12.1 nu:move may appoint a sub-agent and will do so at no extra cost to you. All Fees shall remain payable to nu:move as if nu:move had been the primary agent.

## 13 Advertising

13.1 You authorise nu:move to advertise details including, without limitation, the address of the Property, it's asking price, photographs and plans of the Property on the nu:move website, other websites advertising the sale of properties, magazines and newspapers and in any other such media as nu:move deems in its sole discretion reasonable in order to achieve a sale of the Property.

13.2 nu:move guarantees that your property is listed on the nu:move which is [www.nu-move.co.uk](http://www.nu-move.co.uk). Third party website portals are subject to change, they may not be controlled by nu:move and we do not guarantee continued presence on these websites, although it is the policy of nu:move to continue to maintain, expand and improve our property portal networks at all times.

## 14 Notices

14.1 Any notice given in connection with these Terms and Conditions shall be in writing and may be delivered by hand, pre-paid first class post, special delivery post, facsimile or e-mail, to the relevant address as stated in these Terms and Conditions.



## **15 Law and Jurisdiction**

15.1 These Terms and Conditions shall be governed by and construed in accordance with English law and each party hereby submits to the exclusive jurisdiction of the English Courts.

## **16 Distance Selling Regulations**

16.1 Clause 8(3) of The Consumer Protection (Distance Selling) Regulations 2000 states that the statutory cancellation (cooling-off) period of seven working days for services, does not apply where performance of that service has already commenced with the customer's agreement. Once Upfront payment has been received we will be in touch with you to arrange a home visit. The home visit signifies the commencement of our services and that the standard cooling-off period does not apply as per clause 8(3) of the Regulations.

## **17 Ombudsman for Estate Agents**

17.1. The agent is a member of the OEA (Ombudsman for Estate Agents) and follows the OEA code of practice. The Seller agrees that nu:move may give information about the sale of the Sellers property to the Ombudsman, if the Seller has registered a complaint and they ask for that information. The Seller also agrees that nu:move may give the Sellers contact details to OEA Ltd (if they ask for it) to help them monitor how nu:move is following the Code of Practice.

## **18 Data Protection**

18.1 nu:move operate under the data protection act of 1998.

### **Important Notice**

Unless written notice to the contrary is received by nu:move within seven days of receipt of this document, and where nu:move continues to act on your behalf, you will be deemed to have accepted these Terms & Conditions in full irrespective of whether a signed copy of this document has been returned to nu:move or not.