



nu:move

Online Estate Agents

Terms & Conditions

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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 Ltd 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 Ltd 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 Ltd in accordance with Clause 3 below;

nu:move Ltd registered at 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;

nu:move Ltd

Business & Technology Centre | Shifnal Road | Priorlsee | Telford | Shropshire | TF2 9NT

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“**Services**” means the estate agent services to be provided by nu: move Ltd 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.

“**Fees**” means when you instruct nu:move Ltd you have chosen to pay the amount as specified in your chosen selling package on exchange or completion after 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 Ltd will conduct all negotiations on a “subject to contract” basis.

2.2 You authorise nu:move Ltd 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 Ltd to act as your agent.

3.2 In the event that a Purchaser is introduced to the Property by, nu:move Ltd or a Purchaser has entered negotiations about the Property with nu:move Ltd, during the Term and subsequently contracts for sale of the Property are exchanged with the Purchaser, nu:move Ltd 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 Ltd within 3 days of the Completion Date.

3.4 In the event that another agent introduces a Purchaser to the Property 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 Ltd shall be paid in accordance with the appropriate Fee Package You have selected.

3.5 payments may be made either:

- (i) By Debit / Credit Card by telephoning 0330 223 0331 or
- (ii) By payment directly into the nu:move Ltd nominated bank account.
- (iii) By your appointed solicitor(s) on exchange or completion

3.6 The Fees payable by You to nu:move Ltd 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 package 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 Ltd account shall be made on your behalf by your solicitor or conveyancer and shall be entitled to nu: move Ltd seek such settlement from them. Your acceptance of these Terms and Conditions authorises your solicitor or conveyancer to settle nu:move Ltd 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 Ltd under Clause 3.7. You agree to pay the Fee directly to nu: move Ltd on the Completion Date.

3.9 nu: move Ltd 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 a withdrawal fee of £299 Incl VAT shall become payable in accordance with the Package selected to market the property. All outstanding fees liable shall be paid to nu:move Ltd within 3 working days of withdrawal of the property.

4. Property Misdescriptions Act

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

4.2 nu: move Ltd 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 visiting 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 Ltd, 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 Ltd shall notify you of all offer 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 Ltd with all information as may be required by nu:move Ltd 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 Ltd will either provide the Services of a Sole Agency or a Multiple Agency.

9.1.2 The Fee required under sole and multi agency is non-refundable

9.1.3 Selection of the package signifies the Seller is instructing nu:move Ltd 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 Ltd

9.2.2 You will be liable to pay the completion Fee to nu:move Ltd 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 Ltd during the period nu:move Ltd marketed the property; or
- (ii) With whom nu:move Ltd had negotiations about the Property during the marketing period; or
- (iii) With a Purchaser introduced by another agent during the period nu:move Ltd marketed the property.

9.2.3 nu:move Ltd 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 you decide to withdraw the advertisement, you will incur admin, advertising & marketing charges of £299 incl. VAT. There is no minimum contract period.

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

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9.3.3 nu:move Ltd 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 Ltd has introduced is anyone who has learned about the Property through nu:move Ltd 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 Ltd 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 Ltd 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 Ltd sole agency contract shall become a multiple agency contract and commission shall be as follows:

- (i) Saver Package: The full Fee is paid on exchange or completion
- (ii) Premium Package: The full Fee is paid on exchange or completion
- (iii) Letting Package: The full Fee is paid on Let
- (iv) Tenant Find Package: The full Fee is paid on Let

10 For Sale Boards

10.1 Boards remain the Property of nu:move Ltd. You are responsible for the board whilst on your property, any loss/damage will be charged at £30.00 + VAT. 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 Ltd 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 Ltd may appoint a sub-agent and will do so at no extra cost to you. All Fees shall remain payable to nu:move Ltd as if nu:move Ltd had been the primary agent.

13 Advertising

13.1 You authorise nu: move Ltd 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 Ltd website, other websites advertising the sale of properties, magazines and newspapers and in any other such media as nu: move Ltd deems in its sole discretion reasonable in order to achieve a sale of the Property.

13.2 nu:move Ltd guarantees that your property is listed on the nu:move Ltd which is www.nu-move.co.uk . Third party website portals are subject to change, they may not be controlled by nu:move Ltd and we do not guarantee continued presence on these websites, although it is the policy of nu:move Ltd 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.

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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 instruction 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 Ltd 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 Ltd may give the Sellers contact details to OEA Ltd (if they ask for it) to help them monitor how nu:move Ltd is following the Code of Practice.

18 Data Protection

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

Important Notice

Unless written notice to the contrary is received by nu:move Ltd within seven days of receipt of this document, and where nu:move Ltd 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 Ltd or not.

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