

## **Terms & Conditions**

THIS AGREEMENT is made the [ ] day of [ ] 2018 between 4 Quarters Limited whose registered office is situated at 3 Queen's Grove Studios, London, NW8 6EP (hereinafter called the "company") of the one part and [ ] of [ ] of the other part

### **1. Definitions and Meanings**

"the company" means 4 Quarters Limited

"you" includes your nominee, associate, associated company, relative or representative.

"Retainer Fee" means the sum of £400.00 for a property purchase and the sum of £300.00 for a property rental whether or not the purchase or rental proceeds to exchange of contracts.

### **2. Commencement**

The company will commence working on your behalf as soon as you have signed and returned a duplicate copy of this Agreement and the appropriate Retainer Fee has been paid in full.

### **3. Service**

The company agrees upon acceptance of your instructions to work with you to find a suitable property for you to purchase or rent.

### **4. Fees**

The company will be expending considerable time and effort on your behalf to find a suitable property for you.

You agree to pay the Retainer Fee, payable in advance to commence the instruction.

In addition to the Retainer Fee you agree to pay the Company's fees for finding a property which is based on 1% (one per cent) of purchase price or 25% of the difference between the asking price and the purchase price agreed by you and the seller of a property whichever is the greater (and which will include any extra amounts paid for or amounts apportioned to carpets, curtains, furniture, fixtures or other chattels) for any property you exchange contracts to purchase an interest in, or one and a half week's rental in respect of any property you agree to rent.

All fees are subject to VAT at the prevailing rate.

All fees are exclusive of any expenses which the Company incurs on your behalf and of which the Company will endeavour to inform you before the incurring of any such expenses.

For the purpose of this Agreement you will be deemed to exchange contracts to purchase a property if:-

- (a) you or any person with the aid of funds provided by you, acquires or agrees to acquire, or any body corporate or trust in which you have an interest (directly or indirectly) acquires or agrees to acquire, any legal or beneficial or other interest in any freehold, leasehold or commonhold property, or agrees to occupy a property;

(b) a third party acquires or agrees to acquire any legal or beneficial or other interest in any freehold, leasehold or commonhold property, or agrees to occupy a property and, within one year you occupy that property either together or independently of that third party (including temporary occupation for holidays or weekends).

## **5. Payment**

Payment of fees (other than any Retainer Fees), shall be made in full on exchange of contracts for the purchase or rent of a property following which the Company shall invoice you. The company reserves the right to charge interest on any sums not paid on the due date at a rate of 4% per annum above base rate from time to time of Barclays Bank Plc.

## **6. Duration**

This Agreement shall subsist for an initial period of [ ] months and shall continue thereafter for a further period of [ ] months unless and until terminated prior to the expiry of that second period of [ ] months by [ ] months notice given in writing by either party to the other.

If applicable, the Company reserves the right to charge a further Retainer Fee if this Agreement continues beyond the initial period of [ ] months.

## **7. Charges on Termination**

If you exchange contracts for the purchase or rental of a property which the Company found for you prior to the termination of this Agreement notwithstanding such termination the fees payable under clause 4 hereof will continue to and remain payable in accordance with the nature and terms of this agreement.

## **8. Liability**

Details of properties, valuations, reports and other information provided by the Company are prepared in good faith and are solely for your guidance. They do not form any part of any contract relating to the purchase or letting of any property.

All purchasers and/or tenants must satisfy themselves as to the correctness and accuracy of any details provided by the Company's officers or agents or employees have any authority to make any representations or statements in relation to any property and/or the service provided by the Company.

In addition, the Company does not accept liability for the views of, or content of any report prepared by, any third party in relation to any property.

The Company strongly recommends all prospective purchasers and/or tenants to take appropriate legal and other advice and to use the services of solicitors, surveyors, valuers and other specialists. The service provided by the Company is not intended as a substitute to obtaining such advice and accordingly no liability is accepted for any defects in legal title or in the fabric and structure of any property.

## 9. Data Protection

You understand and agree that the Company may use your personal information provided during the period of this agreement and may disclose your information to vendors, landlords and other intermediaries or agents as required in order to provide a property search and acquisition service. You have a right to request a copy of your information and to correct any inaccuracies in the data.

4 Quarters Ltd may change this policy from time to time by updating this page. You should check this page [www.4qtrs.com](http://www.4qtrs.com) from time to time to ensure that you are happy with any changes. This policy is effective from May 2018.

### Third-party disclosure

We do not sell, trade, or transfer your Personally Identifiable Information to third parties. Not including, website hosting and other parties who assist in operating our website, conducting our business, or serving users, so long as parties agree to keep information confidential. We may release information to comply with the law, enforce our site policies, or protect ours or others' rights, property or safety.

### Your Personal Information

You may control the collection or use of your personal information in the following ways:

- If you would like to unsubscribe from receiving future emails, email us at [info@4qtrs.com](mailto:info@4qtrs.com) and we will remove you from ALL correspondence in a timely manner.
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- If any information we are holding on you is incorrect or incomplete, please [contact us](#).

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required to do so by law.

To make a complaint about how we have processed your personal information please [contact us](#) to discuss further in the first instance. You also have a right to lodge a complaint with the [Information Commissioner's Office \(ICO\)](#).

**10. General**

The supply of services by the Company is the subject to the terms and conditions set out in this Agreement and, unless otherwise expressly agreed in writing by the Company, these conditions shall prevail over any other terms and conditions and shall comprise the whole Agreement between you and the Company.

No relaxation or delay by the Company in exercising rights or enforcing any of these terms and conditions or the granting of time by the Company for remedy of any breach shall operate as a waiver of any subsequent or continuing breach.

If at any time any of these conditions are found to be unreasonable, invalid or unlawful then the validity of the remaining conditions or parts thereof shall not in any way be affected or impaired and shall be in force as if the unreasonable, invalid or unlawful part had not been included.

For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.

**11. Governing Law**

This Agreement shall be governed by and construed in all respects in accordance with the laws of England & Wales and in relation to any legal action or proceedings to enforce the terms of this Agreement or arising out of or in connection with the appointment of the Company, you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales and waive any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

Signed for and on behalf of the Company

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"I/We have read and understood this Agreement and wish to instruct you on these terms"

Signature: .....

Date: .....