

## Your Rights

### Your right to cancel the contract

You have the right to cancel the contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the date you have signed the contract. To exercise this right to cancel you must inform us of your decision to cancel the contract by clear written statement in the form of a letter, fax or email sent before the expiry of the cancellation period. If you instruct us to commence performance of services during the cancellation period, by signing or a waiver of the cancellation period you will be liable for such charges payable in terms of the contract.

### Your right to make a complaint and Property Ombudsman

Should you be unhappy with our service and are unable to resolve the issue with your principal contact with us, you should write to our Client Care Manager whose details can be found on our website outlining the nature of the complaint. We are a member of The Property Ombudsman Scheme for Sales Agents in Scotland ("Scheme") full details of which can be found at [www.tpos.co.uk](http://www.tpos.co.uk) or [www.nationalpropertyagents.co.uk](http://www.nationalpropertyagents.co.uk). We will comply with the Scheme's Code of Conduct and you and we agree that we may disclose information relating to you or the sale of the Property to the Property Ombudsman.

### No limitation of certain liability

Nothing in the contract shall exclude or in any way limit our liability for fraud, or for death or personal injury caused by our negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law. Subject to this, our maximum aggregate liability under or in connection with the contract, whether in contract, delict, breach of fiduciary or other duty, or otherwise, will in no circumstances exceed £1,000,000.

### Data Protection

You consent to us passing your personal data to the following person or persons:

- your Solicitor or;
- where the person or persons requesting the information is/are doing so by virtue of a legal right (such as a court or HMRC).

Otherwise, we will not pass your personal information to any third party without your consent (where ever possible by written communication but where necessary by verbal communication).

### General Data Protection Regulations

Under these new European regulations, you have rights on how businesses process and manage your personal data. These include;

- the right to withdraw consent
- the right to be forgotten from our database and mailing list
- the right to access data we may hold on you
- the right to request data transfer to another data processor

Your details may be added to our mailing list and we may send you information regarding other services we can provide to you with your consent. You will be able to unsubscribe to these emails at any time.

### Data retention

We will retain personal data for a period of up to five years. We may retain photographic and residential identification provided/required in the transaction of a property for a period of up to seven years to comply with Anti Money Laundering Regulations.

### Conflict of interest

In terms of Section 21 of the Estate Agents Act 1979, unless specifically intimated to you in writing, we are not aware of any personal interest existing between us or anyone in our employment or any connected person(s) and you. If you are or become aware of such conflict you should notify us immediately.

### Your responsibilities

#### Your capacity to enter into the contract

You are the owner of the Property or have authority to enter into the contract. You know of no reason that would legally prevent or restrict you selling the Property.

### Home Reports

We and you must comply with the regulations relating to Home Reports if the Property falls within the Home Report legislation (<http://www.gov.scot/Topics/BuiltEnvironment/Housing/BuyingSelling/Home-Report>). We will not begin marketing the Property until a valid Home Report is in our possession. You must do all that is necessary to enable us to comply with the regulations relating to Home Reports. If you provide us with a Home Report that has not been passed directly to us by an authorised Home Report provider, we may at our discretion submit the Home Report for validation with any additional expenses incurred being payable by you.

### Reserve Price

You acknowledge that you are instructing us to place the property within auctions operated by us. While we will endeavour to produce the best price for the property you agree that the best practicable offer or bid received above the Reserve Price may be accepted by us on your behalf without reference to you for instructions.

### Money Laundering

We must comply with the terms of the regulations and statutory provisions relating to preventing money laundering (which includes matters such as tax evasion and other criminal acts) and financing of terrorism or criminal activity and identification requirements; You must provide us as quickly as possible with all reasonable information that we require for this purpose.

### Identification Requirements

We must comply with identification requirements imposed by our regulators. You must provide us with one form of photographic I.D such as a passport or driving licence and one form of residential I.D such as a recent utility bill or bank statement dated within the previous three months immediately upon instructing us.

### Enabling us to comply with our obligations in marketing the Property

We are subject to a number of statutory and regulatory provisions in marketing the Property. These provisions impose upon us obligations (among others) in ensuring that all relevant information in relation to the Property is intimated to prospective purchasers to avoid misrepresentation. You must tell us all relevant information in relation to the Property to enable us to adhere to these obligations.

### Maintaining the Property

See National Property General Auctions conditions for further information.

### Auction Day Sale

In the event of the property being withdrawn at auction, we retain the right to agree a sale and complete the legal formalities to create a binding contract with any party who is prepared to offer a price at or above the agreed reserve price. This applies until close of business on the day after the auction following which further instruction will be taken.

### Accepting of Deposits

If the property is sold before, during or after the auction we will accept the deposit, acting as your agent. The funds will be held in our client account until cleared. The deposit will then be forwarded to your Solicitor less our commission charge, entry fee, our signing of the Memorandum fee, if applicable, and any other agreed costs.

### Acting fairly and complying with the spirit of the contract

- You confirm that all information provided by you is accurate to the best of your knowledge and belief. You have disclosed to us all information relating to the property which a seller acting with reasonable prudence should disclose.
- At the date of signing the contract you are not aware of a prospective purchaser having expressed an interest in the Property.
- You must not act in a way that may reasonably be regarded as intended to avoid your obligations to us or in relation to your regulatory obligations.
- You must act reasonably in dealing with the terms of the contract though nothing in this contract obliges you to accept any offer or where you have already provided pre-instruction for the Property.
- You agree that we will endeavour to sell the Property through our auction process, and you instruct us to do all necessary acts and complete all necessary documents on your behalf in relation to the auction process
- We may at an auction accept any bid for the Property at or in excess of the Reserve Price

### The type and duration of the contract

#### Sole Agency

You agree that we act as sole agent. That means we are the only organisation marketing the Property for sale for the duration of the contract. This means if you instruct someone else before a valid termination of this contract you may be responsible for more than one fee or charges.

#### Duration of the Contract

You agree that the contract will endure for a period of 6 months or that the property shall be included in three auctions, whichever is the longer from the first to occur of:

- the expiry of your right to cancel the contract; or
- the date of your waiver of your right to cancel the contract
- if a bid has not been accepted at an auction or
- Missives for the sale of the property have not been included.

By the expiry of the duration of the contract, the contract will continue on a month to month basis until

- missives are concluded for the sale of the property or
- a bid has been accepted at auction or
- either you give notice to terminate your contract and pay the fees due.

Where the contract continues on a month to month basis the duration will also be deemed to be so extended. If you wish to terminate the contract prior to the expiry of the duration, you must provide us with not less than 28 days' notice by written communication. You will be responsible for the obligations upon early termination detailed below. If we wish to terminate the contract prior to the expiry of the duration, we must provide you with not less than 28 days' notice by written communication. You will NOT be responsible for the obligations upon early termination detailed below.

#### Your obligations to make payments to us

##### Obligations upon early termination of the contract or withdrawal

If a successful bid or an offer for the Property has not been received or issued by the expiry of the Duration or notice to terminate the contract we may render a fee to you of £500+VAT (£600) and/or seek reimbursement of expenses which we are entitled to recover under this contract to cover Marketing/For Sale Boards/Photographs/Floorplan/Administration. And any agreed disbursements.

##### Your payments to us of fees and charges

You will pay the following sums to us when we request them whether before or after termination of the contract, liability for which shall not be dependent upon any sale of the Property;

- the Initially Agreed Disbursements
- the Agreed fee on the contract and any other costs or charges that you have agreed with us (verbally or by written communication) that you will pay.
- any other fees or sums that you have agreed with us (verbally or by written communication) that you will pay to us immediately upon the conclusion of missives or other contract for the sale of the Property is/are completed with a purchaser who was:
  - introduced by us during the period of the contract; or
  - with whom we (or any other company related to us) had negotiations about the Property during that period; or
  - with a purchaser introduced by another agent during that period.

**Termination of the contract does not remove responsibility to pay.** Your obligation to pay any sums properly due to us in terms of the contract shall remain extant notwithstanding the termination of the contract.

##### What is meant by being "introduced"

An introduction of a purchaser to the Property only requires the marketing by us, of the Property for sale, to have been brought to the purchaser's attention, whether by advertising or by providing sales particulars or otherwise. An introduction of a purchaser to the Property shall include;

- a direct introduction of a purchaser to the Property by us
- an indirect introduction where a third party is introduced to the Property by us and that third party introduces the purchaser to the Property.

If a purchaser of the Property is a company, then the purchaser will be deemed to have been introduced to the Property by us if anyone

- who is in control of; or
- is a director; or
- shareholder; or
- beneficial owner; or
- employee

of the purchaser company has been introduced to the Property by us.

##### Where you delay in paying sums due to us

In the event that any of the payments due by you to us is not paid within 14 days of it falling due then:

- we are entitled to charge interest on any sum due to us by you from the date when payment became due until fully paid at 4% above the Bank of Scotland base rate from time to time; and
- you shall indemnify us for any resulting legal costs and disbursements incurred by us

##### Dealing with invoicing

Where you are more than one person or company then we shall be entitled to seek payment from each such person or company individually and/or together in whichever order we wish. You authorise your solicitor to remit to us from the sale proceeds of the Property those sums due by you to us in terms of the contract. You agree we may send our invoices to your Solicitor directly though we can send you a copy. Liability for payment of all sums due by you to us remains with you whether or not your Solicitor or you receive any proceeds from the sale of the Property.

#### Where the Agreed Fee is based on the price obtained for the Property

The Sale Price is the price at which the purchaser contracts to purchase the Property including any amount the purchaser agrees to pay for fixtures, fittings, goods, chattels, carpets, curtains and other such related items. In the event of a part exchange, the Sale Price will be deemed to be the full amount of the value of the Property detailed in the

Home Report. In the event that the Property is owned by a company and there is a sale of shares in the company then that sale shall be treated for the purposes of the contract and for the purposes of your liability to us for the Agreed Fee as if it were a sale of the Property, save that the Sale Price shall be deemed to be the full amount of the value of the Property detailed in the Home Report.

#### General Issues

##### Extent of Agency

You agree that we have the right, only with your consent, to (a) sub-instruct other agencies to assist with the marketing of the Property at no additional cost and (b) sub-instruct the Property to an auction house chosen by us. (c) You consent that we shall be entitled to sub-instruct any holding, associated or related company of us. We will co-ordinate all viewings/negotiations arising from such sub-instruction.

##### Disclosure of Offers

You must immediately upon request:

- provide details to us of any offer or sale agreed for the Property either privately or via another agent;
- the full name of the purchaser prior to the conclusion of missives.

##### Enabling the marketing of the Property

Unless otherwise instructed by you in written communication we are authorised by you to appoint contractors on your behalf to erect a "For Sale" board at the Property. Those contractors not us shall be responsible for any damage caused by the erection of the board. You confirm that no board other than a board authorised by you will be erected during your sole agency. You accept that we have the right not to produce details or include any property in our website or any other publication or website. You consent to use any of the photographs of the Property for our own future marketing purpose even if those purposes are unconnected with the sale of the Property.

##### Other Services

We may offer, whether directly or via third parties, additional services to clients including prospective purchasers from which we may earn a fee. These services include the sale or rental of the Property or another property, arranging financial services from third parties, lettings and property management, valuation and surveys, removals, building maintenance, and solicitor referral. We will not seek to provide any further services to you nor refer you to any third parties without your prior consent.

##### Contractual Matters

You and we agree that:

- if any provision of the contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of the contract which shall remain in full force and effect;
- the contract constitutes the entire agreement and understanding of you and us and supersedes any previous agreement between you and us relating to the subject matter of the contract;
- neither you nor us have been induced to enter into the contract in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in the contract;
- no variation of the contract shall be valid unless it is in writing and signed by or on behalf of each of you and us;
- the contract is governed by the law of Scotland and is subject to the non-exclusive jurisdiction of the Sheriff Court of Glasgow and Strathkelvin; and
- the headings and sub-headings are for assistance only and do not form part of the contract

##### How to contact us

Should you wish to enforce any of your rights under the GDPR, you can do so via email at: [info@nationalpropertyauctions.co.uk](mailto:info@nationalpropertyauctions.co.uk) please mark your email for the attention of our Data Protection Officer, or in writing to;

Data Protection Officer  
National Property Auctions Limited  
Office 2, Craigs Business Centre, Macdowall Street, Paisley, Renfrewshire PA3 2NB

##### Our full Privacy Policy can be viewed at;

<http://www.nationalpropertyauctions.co.uk/information/privacy-policy> \*These terms

**These are the contract conditions referred to in Estate Agency Contract utilised by National Property Auctions Limited\*, Office 2, Craigs Business Centre, Macdowall Street, Paisley, Renfrewshire PA3 2NB**

apply to any Group Company (including but not limited to National Property Auctions Limited, Ross Harper Property Auctions Limited and Ross Harper Property.

