



Terms & Conditions. – Ginger Lifestyle Ltd T/A Ginger Property Ltd.

You as the seller(s) agree to appoint Ginger Lifestyle Ltd T/A Ginger Property Ltd (and anyone taking over its rights under this agreement) to sell your property on the following terms:

1. Rolling Sole agency agreement

Ginger will be your sole agent from the date of this agreement as stated in our 'Confirmation of Sales Instruction' (the contract). This is a rolling sole agency agreement with no minimum term. Ginger will remain the sole agent until the sale completes or the agreement is terminated. We will market your property at an initial asking price as stated in our 'confirmation of sales'. The asking price is not a valuation of your property but a marketing asking price.

2. Sole agency

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of property are exchanged with a purchaser introduced by ginger during the period of our sole agency or with whom we had negotiations about the property during that period; or with the purchaser introduced by another agent during that period. In this agreement, references to "another agent" includes any person operating as an Internet site or using other electronic media to advertise properties for sale whether or not they do so with the authority of the owner of the property," introduced by us" includes any person introduced by us to your property through browsing on the Internet site all viewing other electronic media that used by ginger to advertise your property for sale

By signing our confirmation of sales instruction it is agreed that no party is currently negotiating to purchase the property and that no introduction has already been made by any other party.

3. Sole agency fees

You agree to pay our fees as agreed in our confirmation of sales instruction. You confirm that no one is currently interested in your property or negotiating to buy it, and no other agent is currently instructed. Our fees are payable in full if contracts are exchanged during the agreement or after this agreement has been brought to an end where we directly or indirectly introduced the buyer or had negotiations with the buyer during the period of this agreement.

3a Payment of accounts

Your obligation to pay fees arises on the exchange of contracts for the sale of your property. Our fees must be paid on completion day of the sale of the property directly from the solicitor or licensed conveyancer unless we agree otherwise. You must authorise your solicitor/ conveyancer to pay our fees on completion day. Interest will be charged at 4% above the Barclays base rate on any account unpaid for more than 2 working days. Any withdrawal fee or additional costs must be paid within 7 days, interest at the above rate will also be applied on late payment.

4. Up-front/ commitment fees

Upfront fees are a commitment from the seller to ginger and will be used to contribute towards third party services that are used to place your property on the market, i.e. photography, EPC, Brochures

etc. This fee is non-refundable at any stage. Please note, ginger will not instruct any third party services or commence any marketing of your property until cleared funds are received. Up-front fees will be deducted from the final sales commission payment.

5. Termination of agreement & Withdrawal charges

You are entitled to terminate this agreement at any time by serving 24 hours' notice in writing to ginger property ltd, Blacksmiths Corner, 68 Balsall Street, Balsall Common CV7 7AP or by email: info@gingerhomes.co.uk . If this agreement is brought to an end and we are not entitled to charge fees in accordance with paragraphs 2 and 3 of this agreement, then you agree to pay any withdrawal charge as agreed in our confirmation of sales. This fee is applied to cover any costs occurred by ginger property ltd on your behalf in the marketing of your property. The withdrawal fee and any additional costs that has been mutually agreed are to be settled within 7 days of termination of this agreement. Any up-front fees are non-returnable and should you cancel this agreement prior to making up-front payment then the amount is still due for payment as you have signed this agreement.

Ginger will work hard to find a proceed-able purchaser in a reasonable time scale. However, should ginger feel we have exhausted efforts to find a buyer we reserve the right to cancel this agreement by serving one week's notice in writing after a 6-month period has passed from the date of this agreement. Any fees paid are non-refundable.

5a. Ready and willing purchaser

Should ginger (the agent) introduce a purchaser to you and they are ready to exchange contracts with you along with the full sale chain also in a position to exchange contracts, then should you decide to withdraw from the sale where your decision is not influenced by another party in the sales chain withdrawing then you will be liable to pay 50% of our full fee within 7 days of your withdrawal. Ginger Property Ltd reserve the right to waive this fee at their own discretion.

6. Inclusive service

Our fees cover advertising and promotional costs including for sale boards, Photography, Sales details local advertising, mailing and any another electronic media we use. In addition to our fees you will be charged for any special advertising or promotional costs which we will agree with you in writing. By signing the agreement, you agree that ginger can use any form of marketing it chooses to effectively market your property. We also use social and electronic media, video and drone aerial photography and you agree that you give consent to advertise your property on such mediums.

7. Multiple agency agreements

Our multiple agency rate as agreed in our confirmation of sale instruction will apply if you appoint another agent to sell your property in addition to ginger. You will be liable to pay fees to the agent who has introduced the buyer or who has negotiated with the buyer. In the event that Ginger Property sells the property during this period, the full fee as agreed as a sole agency is due to be paid by you upon completion. In the event of the other agent(s) negotiating and selling your property which leads to a completion, then Joint / Multiple agency rates (2) / (3) in the agency terms is payable upon completion of sale. ginger initially offers only a sole agency agreement; ginger will only enter into multiple agency agreements by consent. ginger has the right not to enter into a multi- agent agreement and reserves the right to cancel this agreement with immediate effect should ginger not wish to enter into any joint/ multi-agency agreement.

8. Sale Board

Unless otherwise stated we will erect a marketing board as soon as possible. The law allows the display of one board at the property in accordance with Town & Country planning act 1987. However, this is optional should you choose not to have a marketing board displayed.

9. Sales details

We must, by law, ensure that all information supplied about your property is accurate and is not misleading. We will ask you to confirm the everything in the sales details is correct. It is essential that you inform us if the sales details are incorrect or if any changes take place later, which may require the sales details to be amended. Ginger will not market your property until we have received written confirmation from the vendor that the details are correct and an accurate description of the property. By signing you agree that you will not pursue ginger for any mis-description of your property and take responsibility for confirming that published details are accurate to the best of your understanding.

10. Rules of engagement. (if issued)

Rules of engagement document is supplied to you to confirm the roles of you the seller in respect of any agreed basic works to the property to prepare for marketing and any responsibilities of the seller to prepare for viewings. This document forms part of the contract, and should the seller not carry out their responsibilities to a fair and acceptable level then we reserve the right to cancel the agency agreement with immediate effect.

11. Services to the vendors and prospective buyers.

Ginger property Ltd, may offer you and prospective buyers services related to the property transaction. Services may include recommendations to mortgage and financial consultants, insurance, removals, surveys, valuations for which we may receive remuneration from the supplier for any services provided. By signing this agreement, you give permission for our partner services to contact you. Ginger property Ltd, may recommend third-party services to you and our clients, it is to be understood that such recommendations are given in good-faith and you and our clients should make your own judgement and take correct advice should you decide to take up any services from providers that have been recommended by us. Ginger property Ltd do not hold any responsibility for any arrangements you make with any recommended third party service.

In addition, we instruct third party contractors to carry out services in order to list your property. Please note, we are not responsible for any such contractors undertaking any service at your property, e.g. photographers, EPC, drone & video photography, trades people and any other contractors providing their service for you, the client.

We have requested that any third party carrying out such services at your property inform you of their insurances ahead of carrying out their service. In the event of any damage or injury caused by third party service providers, then these matters are between you and the provider to rectify. Ginger

Property Ltd / Ginger Lifestyle Ltd waive any responsibility and by signing this agreement, you acknowledge and confirm you will not make any claim against ginger property ltd or Ginger Lifestyle Ltd.

12. Unoccupied property

Ginger are not responsible for the maintenance or repair of your property if it is unoccupied unless we have agreed otherwise in writing. It is your responsibility to ensure that main services are turned off, Water and heating systems are professionally drained and insurers notified.

13. Disclosure

Under the Estate Agents Act 1979 the vendors must inform the agent if they or their relatives have any connection with Ginger Lifestyle Ltd or Ginger Property Ltd.

14. Discrimination

Under section 3(1)(b) of the Estate Agents Act 1979 we will not discriminate against any person under any section of the sex discrimination act 1975, or the race relations act 1976.

15. Cooling off period

Should you sign an agreement with ginger where a minimum term applies, you are entitled to cancel this agreement within 14 days from the date of signing the confirmation of sales instruction (contract) (only if signed off the agent's premises) this is your statutory right to cancel. Notice must be made in writing and sent to the office preferably by recorded delivery. Blacksmiths Corner, 68 Balsall Street, Balsall Common, Coventry CV7 7AP. If you instruct ginger to begin immediate marketing your property during the cooling off period and you then exercise your right to cancel within that cooling off period you will be required to pay us an amount which is proportional to what work/ marketing has been performed until you communicated your cancellation of the contract. This will include expenses incurred, plus any other reasonable costs. If ginger introduce or have negotiations with the ultimate buyer of the property before you exercise your statutory right to cancel the contract, then this contract will therefore be deemed to have been fully performed and the agreed agency fee would be due, notwithstanding that cancellation took place.

Note: with our rolling sole agency agreement where there is no min period agreement, then that will negate the need for a cooling off period as you are within your right to cancel at any point with 24 hours' notice. Please note, any up-front fee is non-refundable, and any withdrawal fee agreed in the contract is payable as per our termination agreement in paragraph 5. Any paid upfront fee will be taken into account when calculating such expenses incurred.

16. Energy performance certificate.

A valid EPC is required for all properties offered for sale or rental. The EPC must be commissioned within seven days of signing our agreement. If it is not in place within 28 days, the property must be withdrawn from the market until the EPC is available. If an EPC is provided within a package from ginger, then ginger are responsible for providing the EPC in required time frame. If you the vendor is responsible, then you must also provide within the stated legal time

scales.

17. Money laundering regulations

In line with The Money Laundering Regulations 2007, as a regulated profession, we are duty bound to carry out due diligence on all of our clients to confirm their identity. Rather than traditional methods in which you would have to produce multiple utility bills and a photographic ID we use an electronic verification system. This system allows us to verify you from basic details using electronic data, however it is not a credit check of any kind so will have no effect on you or your credit history. By signing this agreement as the seller you understand that we will undertake a search with Experian for the purposes of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained. In addition, we are required to carry out the same due diligence on purchaser/ tenants. We may be requested to supply your ID numbers and national insurance numbers and will require this information from you if asked for from such AML providers.

18. Liability

Ginger lifestyle Ltd T/A Ginger Property Ltd act as agent to the client. Ginger lifestyle Ltd T/A do not accept any liability for any damage that may be caused to the property whilst it acts as agents unless as a direct consequence of a breach of duty or omission of fault by any representative of Ginger Lifestyle Ltd or ginger property Ltd. It is, and remains, the client's direct responsibility to ensure that the property is fully secure particularly if left vacant. Any damage caused by prospective buyers/ tenants to personal belongings or property are not the responsibility of ginger.

19. Complaints Procedure

In accordance with The Property Ombudsman (TPO) regulations Ginger Property Limited and ginger lifestyle Ltd has a written complaints procedure, available on request.

20. Jurisdiction

This agreement is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

21. Ownership

By signing the agreement, you confirm you are the legal vendor(s) or have power of attorney or the legal right to instruct ginger to market the property.

Ginger Lifestyle Ltd T/A Ginger Property Ltd.
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