



PROPERTYHOP LIMITED TERMS AND CONDITIONS

These are the "Terms and Conditions" under which you may use the website of Propertyhop Limited. Non acceptance of these "Terms and Conditions" means you cannot use the website to market your property. By using the website you are agreeing to the "Terms and Conditions" set forth and you are confirming your acceptance and be bound by the terms indicated in these "Terms and Conditions".

The Seller(s) hereby agrees to these Terms and Conditions when using services provided by Propertyhop Limited.

The Lessor(s) hereby agrees to these Terms and Conditions when using services provided by Propertyhop Limited.

Propertyhop limited is a registered company trading at 299 Ormeau Road, Belfast, BT7 3GG, Company Registration Number NI601191, VAT No 984 9044 74.

These Terms and Conditions will be construed in accordance with and governed by the laws of Northern Ireland and each party agrees to submit to the court within the jurisdiction of Northern Ireland.

The Seller(s) and Lessor(s) are deemed to accept the Terms and Conditions set forth upon full payment of applicable fees for services provided.

DEFINITIONS:

Unless specified otherwise in these Terms and Conditions, the following definitions apply:

"Seller(s)/You" The Seller(s) of a property as detailed in these Terms and Conditions.

"Lessor(s)/You" The owner of a property who wishes to rent or lease to a tenant as detailed in these Terms and Conditions.

"Agent" Person acting on behalf of Propertyhop Limited.

"Buyer" Person who is purchasing a property.

"Tenant" A Person or Person(s) who rents a property for a specific time period.

"Commission" Remuneration by the Seller(s)/Lessor(s) in return for services provided by Propertyhop Limited introducing a buyer/tenant.

"Completion" The final point in the home selling/buying process when all transactions are completed and the ownership is legally transferred to the buyer.

"Completion Date" The date of the completion of the sale of the property between the Buyer and the Seller(s).

"Exchange of Contracts" The stage prior to completion when signed contracts are exchanged, legally committing the buyer and Seller(s) to the purchase and sale of a property at the agreed price.

"Introduced" Propertyhop Limited will be entitled to commission for the introduction of the potential buyer either directly or indirectly to the point where the purchaser gains interest in the Property. This specifically includes details of the property on the internet and through For Sale boards and other notices and constitutes a sale that originates from Propertyhop Limited.

"Sale Price" The final agreed selling price of the property.

"Sole Agency" Whereby only one estate agent is instructed to advertise the property.

"The Property" Refers to the Leasehold or Freehold property referred to in these Terms and Conditions for sale.

"Rental Agreement" A document detailing the terms and conditions between Landlord and Tenant(s).

PROPERTY INFORMATION

The Seller(s)/ Lessor(s) confirms that they have provided accurate and honest information relating to the property for sale or let.



The Seller(s)/Lessor(s) are obligated to inform Propertyhop Limited if any significant changes have occurred in relation to the facts which may affect the services offered, means of advertisement and promotion of the property including the asking price.

In accordance with the Property Mis-Descriptions Act 1991, Propertyhop Limited must ensure that all information regarding the property is accurate and does not mislead. The Seller(s) of a property undertakes to immediately advise Propertyhop Limited should they become aware of any inaccuracies and/or mis-descriptions either on the Propertyhop Limited website or any written or verbal communications.

Propertyhop Limited reserves the right not to publish any property information in violation of the Property Mis-Descriptions Act by the Seller(s).

SELLING PROCEDURES

Propertyhop Limited will carry out diverse selling and letting procedures aimed at securing interest in the property from prospective buyers or renters using a variety of websites and other means. It is company policy to also market all properties on the most widely used portal websites wherever possible.

Propertyhop Limited will give valuation advice to Seller(s) based on the applicable facts known including those provided by the Seller(s). No liability is accepted for this advice either to the Seller(s) or to any other third party.

Propertyhop Limited will assume that the Seller(s)/Lessor(s) are the only parties to whom offers, viewings and other information need to be advised unless instructed otherwise. A notification will be issued to the Seller(s)/Lessor(s) on all offers associated with the selling or letting of the Property.

For Seller(s), Propertyhop Limited will administer all offers on a "subject to contract" basis.

SERVICE FEE OPTIONS AND POLICIES

The following fee options are available to the Seller(s):

OPTION 1	Upfront fee of £97.00 plus all fees associated with any additional services chosen
OPTION 2	Upfront fee of £197.00 plus a final fee of £500.00 upon completion
OPTION 3	Upfront fee of £197.00 plus a final fee of £649.00 upon completion

The following fee options are available to the Lessor(s):

OPTION 1	Upfront fee of £50.00 plus all fees associated with any optional extras chosen
OPTION 2	Upfront fee of £50.00 plus a final fee of £299.00 upon completion plus all fees associated with any optional extras chosen
OPTION 3	A fee of £50.00 per month with no completion fee

All fees above are subject to VAT at applicable rate at the time of the fee collection.

The Seller(s)/Lessor(s) should note that the upfront fees in all options above are non-refundable in the event of property being sold/let by another agent, by any other means involving you, being withdrawn from the market and/or a property remaining unsold or unlet.

All upfront fees paid by the Seller(s)/Lessor(s) are non-refundable should the appointment be terminated for whatever reason.

Any option upfront fees paid by the Seller(s)/Lessor(s) are non-refundable in the event that notice is given to cease advertising by the Seller(s)/Lessor(s) or that the property is sold or let.

There will be no refund offered for any upfront payments if the agreement is cancelled after the period of 1 calendar year of advertising at the sole discretion of Propertyhop Limited.

Full completion fees in accordance with above will become payable at the appropriate stage in accordance with each option in the event of a buyer/tenant being introduced to the property by Propertyhop Limited and eventually entering into a binding contract/rental agreement to purchase the Property.

All completion fees are due within 10 days of the completion date for the sale of a property OR when the tenant moves into the property as set out in the fee option stage completions. Should all or any part of the fee commission remain unpaid for more than 10 days after the sale agreed completion date or rental date, interest will be applied to the outstanding amount from the due date until payment is fully settled. This rate of interest will be set at 3% per annum above the Bank of England base rate and be charged to the Seller(s) and be due and payable to Propertyhop Limited.

The Seller(s) agree that the fees shall be paid from the completion sale monies relating to the property prior to any other expenditure's, reserving those of the conveyancer's or solicitor's fees. Settlement of fees due to Propertyhop Limited shall be made by the Seller(s) Solicitors/Conveyancer or by other agreed means.

The Seller(s) agrees to give authority to their solicitor acting in the sale to pay fees direct to Propertyhop Limited upon completion date of the property sale. In failing that Propertyhop Limited has the right to seek such arrangement with the Seller(s) Solicitors/Conveyancer for the payment of fees.

Additionally the Seller(s)/Lessor(s) agrees to pay any equitable additional expenses sustained by Propertyhop Limited in pursuing any debt for unpaid fees relating to the property sold or let.

All payments are taken through the website portal and receipts shall be displayed for printing when payments are successful. If the Seller(s) credit card is refused for whatever reason a screen notice will be displayed advising that the payment has not been successful.

Properties will not go live until the upfront payment is received in full.

If you are having difficulties with payments please contact Propertyhop Limited support team on +44 (0)28 90 600 333 or by email on support@propertyhop.co.uk.

ESTATE AGENCY SERVICES

Propertyhop Limited will offer prospective purchasers/tenants a full range of estate agency services including property management, sales, lettings and or valuation services.

In addition Propertyhop Limited may offer other services such as EPC preparation, property condition surveys, conveyancing, mortgage advice and insurance services. These are undertaken by partner organisations to Propertyhop Limited. Propertyhop Limited will not be held liable for the actions of third party organisations. Propertyhop Limited may derive commissions if these services are requested.

Propertyhop Limited proposes to market on the most widely used property portals wherever possible. The property will also be marketed on Propertyhop Limited own website www.propertyhop.co.uk . Propertyhop Limited cannot guarantee a continued occurrence on third party website portals.

The Seller(s)/Lessor(s) should be aware that properties cannot be marketed until proof that an Energy Performance Certificate (EPC) is available for the property. An EPC is required for all homes sold, rented, or for newly builds.

Propertyhop Limited is not responsible for the insurance, maintenance or repair of any property that is unoccupied unless by specific written agreement.

It is a requirement of the Estate Agency Act that Propertyhop Limited disclose to any prospective purchaser/tenant any business or family relationship between the Seller(s) and Propertyhop Limited.

Propertyhop Limited shall be appointed as the SOLE AGENCY and until the appointment is terminated the Seller(s)/Lessor(s) agrees not to instruct another agent to sell or let their property.

The Seller(s)/Lessor(s) will be liable to pay remuneration to Propertyhop Limited, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged with a purchaser/tenant introduced by Propertyhop Limited during the period of Propertyhop Limited sole agency or when negotiations about the property during that period, or with a purchaser/tenant introduced by another agent during that period.



TERMINATION OF CONTRACT

Propertyhop Limited requires 14 days' notice to withdraw a Seller(s)/Lessor(s) property from the market. The Seller(s)/Lessor(s) will not be entitled to either part or a full refund of any of fees previously paid.

Should the Seller(s)/Lessor(s) withdraw their property from market and decide at a later date to instruct Propertyhop Limited to re-commence marketing services of the property again, all fees will become payable again as if entering into a new service agreement with Propertyhop Limited for the first time.

Propertyhop Limited reserves the right to remove a property from the market after one calendar year of marketing with no refund of any advanced payments due.

Propertyhop Limited also reserves the right to remove a property from the market if the Seller(s)/Lessor(s) are found to be in breach of these Terms and Conditions.

DISCLAIMER

By accepting the services offered by Propertyhop Limited the Seller(s)/Lessor(s) are agreeing to the Terms and Conditions as set out in this document in addition to any other terms and conditions indicated throughout the website. It should be noted that Propertyhop Limited may change the Terms and Conditions without prior notice of any kind. The Seller(s)/Lessor(s) are advised to revisit the Terms and Conditions from time to time for updates.

The information about specific properties displayed on the Propertyhop Limited website portal is for guidance only and should not be relied upon. Propertyhop Limited has used all reasonable efforts to ensure accuracy of information provided however Propertyhop Limited cannot provide any assurances, undertakings or warranties as to the accuracy and correctness of information on the website. The Seller(s)/Lessor(s) should seek professional guidance prior to acting on information stored on the website.

Moreover, Propertyhop Limited cannot be held liable for information relating to or stored on third party websites or any other informational base.

All information displayed on the Propertyhop Limited website is the copyright of Propertyhop Limited and copying is prohibited without written approval from Propertyhop Limited.

Propertyhop Limited and/or its partners or associations mentioned on the website interface or other informational portals will not be held liable for any damages arising by the use of the website or the data displayed or the inability to use the website or recommended links out or any of the information displayed on each page.

CONTACTING PROPERTYHOP LIMITED

Please contact Propertyhop Limited on +44 (0)28 90 600 333 or by email on info@propertyhop.co.uk if you have any queries regarding these Terms and Conditions or any other aspect of the services offered.