

Terms and Conditions of Business

Between Personal Homesearch Solutions (“Homesearch”) and (“the Client”)

The Service

1. I/We hereby appoint Homesearch to act on my/our behalf as sole agents to search for a property to buy or rent.
 - 1.1 The period of this agreement will last for 20 weeks from today’s date. If I/we purchase or rent a property that Homesearch has introduced to me/us during that 20-week period I/we accept I/we will be responsible for the payment of the standard fees in accordance with clauses 2 to 2.2.
 - 1.2 Homesearch will negotiate on behalf of the Client with the selling agents with a view to purchasing/renting a property, which the Client has indicated is suitable. The Client will supply Homesearch with any details of any property received from another source, which they would like to consider. Homesearch will conduct any such negotiations subject to contract and if necessary survey but will not be in any way liable for the success or otherwise.
 - 1.3 Homesearch will endeavour to provide the Client with up to date information of properties to enable the Client to decide whether a property is suitable for their needs. Homesearch shall not be held liable to the Client for any information supplied to the Client regarding the property. It is for the Client to satisfy themselves whether a property is ultimately suitable and meets their requirements. Homesearch accepts no liability in the event that after purchasing or renting a property the Client later deems it is unsuitable.
 - 1.4 If requested Homesearch may provide the Client with names of tradesmen, surveyors, architects, solicitors and other specialists (“Third Parties”) and if so instructed arrange for Third Parties to act on behalf of the Client. Homesearch does not accept liability for claims or loss, damage or negligence by any Third Party.

Fees

2. I/we agree to pay Homesearch seven hundred and fifty pounds (£750.00) representing a non-refundable Registration Fee. This fee will be deductible from the final fee in the event that payment is made in accordance with 2.1 or 2.2. In all other cases it will remain non-refundable and payable on signing these Terms and Conditions.

- 2.1. In respect of a purchase I/we agree to pay Homesearch a fee representing 1.25% of the agreed purchase price. In the event of competitive bidding no fee will be payable on any element of purchase price that exceeds the asking price. This fee will become due upon exchange of contracts.
- 2.2 In respect of a rental property I/we agree to pay to Homesearch one months rent upon signing the lease.

Non-Payment

3. Should any fee remain unpaid for more than 14 days following exchange of contracts or signing of a lease, interest will be paid on the outstanding debt at the annual rate of 5% above the Base Rate of the Lloyds Bank plc. This will be charged on a daily basis until such time as the outstanding balance is cleared.

Termination

4. This agreement will continue until a property has been purchased or rented or until a letter of termination has been submitted by either party providing two weeks notice. If at the end of the 20-week contract period the contract is not terminated then the agreement will continue until terminated by either party in writing and providing two months notice. At the end of the first 20 week period an additional registration fee may be payable.

Declaration

I/we have read, understood and agree to the terms and conditions outlined above and hereby instruct Homesearch to commence a search on my/our behalf for the purchase/rent of a property.

Signed

Full Name

Address

Date

Homesearch acknowledge having received a Registration Fee of £750.

Signature

Date