



# SERVICE AGREEMENT

## Introduction

This document (referred to as our 'Service Agreement') gives you information about the terms upon which we agree to offer and provide you with our Products and Services.

We encourage you to print off a copy of this document and refer to it as you use our Products and Services.

If it is necessary to change the Services Agreement or add or remove any part at any time, we will post such changes on the Website. It is your responsibility to check the Website for any changes. You agree to be bound by such changes if you should continue to use the Products and Services.

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## What do words and phrases mean in these terms?

**'Account'** means your Account that we operate and you control within the Online Platform. For the avoidance of doubt, this includes the area where you instruct Local Agent and manage the process of a sale, purchase, let and/or rent (including all marketing services).

**'Administration Charges'** means the sum of two hundred and ninety nine pounds including VAT (£300.00).

**'Advertisement Period'** means 12 calendar months.

**'Advert'** means how your property is to be displayed in advertising and marketing which may include (subject to the nature of the Products and Services) photographs, descriptions, key features, floor plans and videos.

**'Advertised Rates'** means the charges for the Products and Services as advertised by Local Agent from time to time.

**'Claim'** means a claim in writing by the Customer to Local Agent addressed to the Chief Financial Officer, Basepoint Business Centre, Victoria Road, Dartford, Kent, DA1 5AJ making a request for a Refund and confirming that they have complied in full with these terms and conditions entitling them to make a claim.

**'Completion'** means the formal legal completion of the sale of your property.

**'Content'** means all of the content, documents, information and matters on or in your Account or contained within the Website and or Online Platform, whether through the Website and/or Online Platform or uploaded manually.

**'Conveyancing Services'** means any firm or firms who are part of a panel of Solicitors or Licensed Conveyancers introduced by us to you.

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**‘Deferred Payment’** means the date where any of the following occurs whichever happens first:

- When the property sells and the legal process is complete or
- If you withdraw your instructions for us to market the property or
- If you choose not to use the Conveyancing Services — **see further term below or**

**‘Excluded Costs’** means the full cost of the viewings service or any other additional product or service (over and above the core marketing fee) of any kind such as Energy Performance Certificates and premium displays.

**‘Extra’ or ‘Extras’** means any of the Extras contained within the Online Platform and available for you to advertise as part of your marketing.

**‘Instruct’** means taking advantage of the Products and Services having paid the Advertised Rates.

**‘Interruption’** means any form of interruption to the ability of Local Agent to provide or operate the Online Platform, the Systems or Products and Services.

**‘Valuation’** means the price that your appointed Local Expert advised you to market your property for as documented in your Valuation Report.

**‘Merchant Provider’** means the provider of the facility to safely and securely store personal information and any credit or debit card details taken from you.

**‘On the Market’** means advertised on [www.rightmove.co.uk](http://www.rightmove.co.uk), [www.zoopla.co.uk](http://www.zoopla.co.uk), [www.primelocation.co.uk](http://www.primelocation.co.uk) and on [www.localagent.properties](http://www.localagent.properties).

**‘Online Platform’** means the Systems provided to you in accordance with this agreement to manage the Products and Services.

**‘Marketing Fee’** means when you Instruct Local Agent and paid a non-refundable fee of £300.00 including VAT.

**‘Completion Fee’** means when you Instruct Local Agent and Local Agent Group have introduced a buyer and the fee of £999 for properties under £700,000, £1,999 for properties between £700,000-£900,000 and £2,999 for all properties above £900,000. All fees are including VAT and are payable on completion.

**‘Privacy Policy’** means the Privacy Policy as amended from time to time and published on the Website and Online Platform.

**‘Product Service Fee’** means the fees payable by you for the Products and Services.

**‘Products and Services’** means all and each of the products and/or services offered from time to time by Local Agent within the Website and Online Platform.

**‘Refund’** means Local Agent refunding to the Customer the Product Service Fee in accordance with these terms and conditions after deducting the Administration Charge.

**‘Systems’** means the Website and Complimentary or subscribed (following a payment) access to the Online Platform.

**‘Terms of Use’** means the terms and conditions for using the Website and Online Platform and published from time to time on the Website.

**‘Website’** means [www.localagent.properties](http://www.localagent.properties) including all systems, Software and processes hosted therein.

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## Instructing Local Agent

Full details of the Products and Services and what is included and the price of each is detailed on the Website.

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## All owners of the Property

When you Instruct Local Agent you confirm that you do so with the knowledge, consent and agreement of each and all of the legal owners and occupiers and those who have an interest in the marketing and/or sale of the Property. Further, you confirm that you have all relevant authorities and authorisations as are necessary or required to enable you to take advantage of the Products and Services. It is a condition of your acceptance that you do so on behalf of all legal owners of the Property.

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## Paying us

We will only charge you the Advertised Rates for the Products and Services. The Advertised Rates are fixed. We reserve the right to make a charge for the costs charged by the credit card company to Local Agent.

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## Ways to pay

We may from time to time offer different methods of payment. You may be given the option to:

- Marketing Fee
- Completion Fee

We will not advertise your property for sale until we have cleared funds of the marketing fee. Billing occurs at the time of, or shortly after your transaction.

Completion fee will be invoiced at Exchange of contracts and will be expected to be paid on completion.

## PAYMENT TERMS – EXTREMELY IMPORTANT

### PLEASE READ CAREFULLY:

#### Completion Fee:

- When the property sells and the legal process is complete

**Please note:** If you choose not to use the Conveyancing Services the Administration Charges are payable. If you do not wish to take advantage of the Conveyancing Services, then payment on instruction is the best option for you.

Completion Fee is not available to companies, businesses, partnerships, charities, trusts and such other organisations that are excluded from time to time unless agreed by Local Agent in writing. A full payment of the Marketing Fee and Completion Fee will be required for the above stated vendors.

This does not apply to our lettings products and services and payment must be made in accordance with the terms and conditions of the products and services chosen.

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## IMPORTANT INFORMATION - PLEASE READ

It is a condition of Completion Fee that you agree to instruct the Conveyancing Services to act on your behalf once a sale is agreed with a purchaser and you hereby agree that you will irrevocably instruct the Conveyancing Services to make payment in full of the Product Service Fee to Local Agent or any third party entitled to collect payment of the Product Service Fee notified to you on Completion in the event that you have not already made payment in accordance with these terms and conditions.

If full payment is not made in accordance with these terms and conditions, interest may be charged up to the legal rate of interest permitted by law. You agree (in addition to the payment of the Product Service Fee and any applicable interest) to pay all reasonable costs we (or any third party nominated by us from time to time) incur in recovering such sums from you (including but not limited to legal and administration fees).

If you are making payment by bank transfer the details are as follows

### Lloyds Banking Group PLC

**Sort code:** 309292

**Account:** 38891168

**Account Name:** Local Agent Group Limited

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### Payment details

When you take advantage of any of our Products and Services we may take certain information from you such as the name on the card, card number, start date, expiry date, security code or issue number. This information will be used to take the agreed payment and will not be stored on our system. This information will be stored by the card merchant and only if you take advantage of Products and Services in the future will you get the choice to use the same card and we will then call for the information from the card merchant.

If you believe you have been billed in error notify us immediately by emailing [accounts@localagent.properties](mailto:accounts@localagent.properties)

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## IMPORTANT INFORMATION - NOTICE OF ASSIGNMENT OR TRANSFER

With regards to our Completion Fee, you will be liable to pay the Product Service Fee at a later date, as explained above under the heading "Payment Terms – Extremely Important".

Where you owe payment in this way, you acknowledge and agree that Local Agent may transfer or assign its right to receive payment from you to a third party (details of which are set out below). Where we make such a transfer or assignment, the amount you owe will then be payable by you, on the due date, to the third party and the third party will contact you to collect the payment when it falls due. You further agree that Local Agent may pass any information (including personal data) provided by you to the appointed third party to enable them to collect any payments due from you in accordance with these terms and conditions.

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## Cancellations and refunds

### IMPORTANT INFORMATION - PLEASE READ

Once you have ordered Products and Services you will be liable to pay the total Product Service Fee. Completion Fee will be due in accordance with these terms and conditions.

Should you wish to cancel or withdraw any Products and Services you may do so at any time. However, under no circumstances will any full or part credit be made in respect of Advertised Rates. You can withdraw your advert at any time by requesting in writing to 'remove advert'. In certain circumstances you may be able to re-list the property within a designated period after withdrawal. Details will be made available at the time of seeking to withdraw/relist your Advert.

You may be entitled to a 14 day cooling off period from the moment you instruct Local Agent, up until the time you approve your advert to go live. At this point it will be deemed that we have provided the marketing service and you will no longer be entitled to a refund of the Marketing Fee. In the event that you cancel your advert or any Products and Services and have chosen we will notify any third party who is collecting payment on our behalf to enable them to collect payment of the Product Service Fee from you or, where we have chosen to transfer or assign our rights to receive payment of the Product Service Fee from you to a third party, we will notify them so they can collect payment from you.

You remain liable to pay the Product Service Fee should you cancel or withdraw your advert or any Products and Services. Further Advertised Rates may be payable to reinstate any removed or suspended Products and Services.

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### IMPORTANT INFORMATION - PLEASE READ

If at any time you have agreed to take advantage of the Conveyancing Services and thereafter withdraw, fail or refuse to use the Conveyancing Services you will be required to pay Administration Charges once you agree a sale of your property.

### Approving your advert

Should you take advantage of Products and Services where the Local Expert creates your Advert for approval, you will be notified by Local Agent as soon as the Advert is available for approval. We always aim to do this as soon as reasonably practicable.

You are responsible whatever the nature of the Products and Services you use to ensure that all descriptions, photographs, floor plans and information uploaded and/or used in any advertising and marketing are accurate, current and are in no way misleading. If any of the information you provide or approve is or is found to be in breach of these terms, it will be removed immediately and you will be subject to the terms and indemnities contained in the [Terms of Use](#) and this Agreement. However, there will be no full or part credit in respect of Advertised Rates under these circumstances.

### Photographs

- To protect the quality of our marketing only you Local Expert or Local Agent representative can upload photographs that show your property for marketing purposes.

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- To ensure the best quality images. The uploading of photographs, which do not comply with these Terms, will be treated as a breach and may result in your Account being suspended and/or terminated, the property withdrawn from the market and a report being made to the relevant authorities (if applicable).
  - In order to ensure the best possible service for all of our customers we will examine any photographs that are uploaded. We reserve the right to refuse to allow any image to be uploaded, made live or presented on any marketing or property portal that we consider in our absolute discretion to be inappropriate, inaccurate, misleading or likely to cause distress or embarrassment to anyone viewing the image.
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## Extras

Extras are a unique opportunity for you to offer your property for sale and/or let with certain value added extras.

You can choose to offer any one or more from the list of Extras and you can include a maximum value. You can also change these from time to time or withdraw them.

By adding an Extra to your marketing, you agree to offer that Extra to the purchaser/tenant if an offer is accepted by you. You further agree to be bound by the terms associated with that Extra.

Where notified, some Extra's are conditional upon you using the Conveyancing service and by offering that Extra, you agree to use such service.

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## Energy Performance Certificate ('EPC')

It is a legal requirement for you to have commissioned an EPC before we are able to start the marketing of your property. It is your responsibility to ensure that you have a valid and up to date EPC in place before your Advert goes live. The Online Platform will prompt you about the obtaining of an EPC and will not let you publish the Advert until you have either provided an EPC or ordered one from us.

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## Advertising and Marketing

We will advertise and market your property for the Advertisement Period on such property portals, websites or publications as we consider to be the most effective at securing interest on your property from potential purchasers and tenants in our absolute discretion. We may withdraw or no longer take advantage of the services of such property portals, websites or publications at our absolute discretion.

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## For Sale and To Let Boards

Where you instruct Local Agent to sell your property, we will arrange for one 'For Sale' board to be erected free of charge (if included as part of the Products and Services). All subsequent boards (and a 'To Let' board) will be charged at the Advertised Rates in force from time to time and published on the Online Platform.

In terms of sales where we provide a complimentary 'For Sale' board:

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- All boards shall belong to Local Agent although it is your responsibility to ensure they are safe and secure and preserved for collection once the property is sold or is withdrawn from the market;
- If we cannot collect a board that we are able to use again we will charge you to replace the board at the rates in force at that time.

For the avoidance of doubt, Local Agent will not erect a 'To Let' board unless you ask us to do so and pay the Advertised Rates in force from time to time and published in the Online Platform.

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## Viewings

Subject to Interruption we will arrange and record viewings through the Online Platform. You will be notified immediately a viewing is booked. We will provide you with the name of the person(s) who wish to view together with the date and time.

If Local Agent are conducting the viewings on your behalf, you will still be notified of the above information.

If you take advantage of the viewings service offered by Local Agent, we will conduct all of your viewings for a fixed price as advertised from time to time. Under these circumstances, it is still your responsibility to ensure that the property is ready and prepared for the viewing, is in a safe condition and that the Local Expert has access to the property at the date and time of the viewing.

In the event we have conducted a large number of viewings on your behalf and you have received regular feedback to suggest that the price of the property is too high, we will want to conduct a marketing review call to discuss the best way forward. We reserve the right to withdraw the viewings service at any time but only where we consider that it is unreasonable to expect Local Agent to continue to accompany viewings taking into account the number of viewings and the feedback received. However, there will be no full or part credit in respect of Advertised Rates under these circumstances.

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## Keys

If you take advantage of the viewings service offered by Local Agent you shall supply Local Agent with two sets of keys for all lockable doors, cupboards and areas that form part of the property. We shall store these in a safe and secure locked cabinet.

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## Empty properties

If your property is empty, you shall ensure that you conduct regular security and condition checks from time to time. Local Agent shall not be responsible for doing so.

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## Recording your viewing availability

Subject to Interruption, if you have chosen to conduct your own viewings you may enter details into the Online Platform of when you are available. This will enable people who want to view, to choose a date and time to suit them. You will be notified when a viewing is booked. Where a viewing is requested outside of this availability, the Online Platform will ask that you confirm the viewing. It is your responsibility to do this immediately.

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## Feedback

We will request feedback from every person who has viewed or was due to view your property. The Online Platform will prompt them for feedback at least three times unless they confirm that they do not wish to provide feedback. You can track these requests in the Online Platform. The feedback will be immediately available in your Account as soon as it has been provided and will be exactly as provided by the person concerned. The Online Platform is the most transparent for providing information.

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## Offers

Subject to Interruption we will report offers to you immediately they are made via the Online Platform. The nature, extent, position of the potential purchaser or tenant and desire to proceed, will be requested and provided to you automatically as the offer is made.

We will make such reasonable checks as are possible to ensure the offer made meets our criteria for a sale or let to proceed.

The information will always be made available exactly how it is provided by the potential purchaser or tenant through the Online Platform.

You will get a choice whether to accept the offer, reject the offer, reject and negotiate or, you can opt for Local Agent to negotiate everything on your behalf (where you are selling your property or using our lettings services). You will get to choose one of these options each time you receive an offer.

**We will always act on your behalf and negotiate the best possible offer for your property, without any conflict of interest.**

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## Sales

We will provide you as far as reasonably practicable with advice and assistance once a sale is agreed in accordance with our Post Sale Charter.

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## Lets

All of these terms apply equally to lettings as they do to sales. There are additional terms and conditions specifically relating to Landlords and the lettings process contained in our '**Lettings Terms of Business**' sent to you before a valuation and under the heading '**Lettings Disclaimer**' in the terms section of the website.

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## Provision of personal information

For the effective use of the Products and Services we will be providing certain people with personal information such as your name, address, contact details, viewing availability, agreed sale price and position to proceed. Please read the [Terms of Use](#) and our [Privacy Policy](#) for more information, terms, and conditions. It is your responsibility to provide accurate up to date personal information through the Online Platform.

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In the event that you choose to Pay Later we will disclose to any third party collecting any payment due from you on our behalf or to whom we have transferred or assigned our rights to the payment from you such information as we request from you on the Online Platform when you Instruct Local Agent and when any event should occur that represents a Deferred Payment Date.

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### **Personal interest**

We will always inform you as soon as we become aware of anyone making an offer for your property that is in any way connected with Local Agent; whether they are employed, a contractor, family member or providing services to us.

In the event that you are aware of any personal interest from anyone connected with Local Agent you should notify us immediately. We will then make such enquiries as we consider necessary and provide you with a notification in writing of the nature of the personal interest. You will have the sole discretion to decide whether you wish to deal with the person or persons concerned. We will never knowingly permit any offer to be made or sale agreed with someone connected to Local Agent unless we have provided you with written notice. This written notice will ordinarily be displayed when you review the offer.

Before your Advert is published, Local Agent will ask you whether you are in any way connected with Local Agent; whether you are employed, a contractor, family member or providing services to us. This will be disclosed to all potential purchasers or tenants.

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### **Third party companies**

We will introduce to you, the buyer / tenant or any prospective buyer / tenant (where we deem appropriate and / or necessary) third party services ("the services") such as mortgages, insurance, letting services and conveyancing but only where we reasonably believe that the services being provided are in the best interests of you, the buyer / tenant or prospective buyer / tenant and further that the third party companies are capable and required to, provide an exceptional service.

We may receive commission for introducing you but only when you agree to take advantage of such products or services. You may decide of your own free will and we will never pressurise or require you to use such products or services. You hereby expressly agree and accept that in the event that we introduce a product or service from a third party company that we may accept a payment or commission as a result of that introduction.

Where requested, we will instruct on your behalf third parties to conduct some of the services advertised by Local Agent. Whilst we will make all reasonable efforts to ensure that they continue to provide an exceptional service we cannot accept liability for the conduct and service of those third parties acting on your behalf.

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### **Availability of the Products**

Whilst we will make all reasonable efforts to ensure that the Products and Services are available at all times, Local Agent does not guarantee, represent or warrant that your access to any of the Products will be uninterrupted or error-free.

We will always make all reasonable efforts to ensure that all Content submitted by you to us will be secure. We cannot guarantee that the Online Platform, Products and Services, the Systems or the Website will be free from loss, corruption,

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attack, viruses, 'worms', 'trojan horses' or other harmful components, or from interference, hacking or other security intrusions. You should be sure to back up your own system periodically to ensure that all Content available to you and located within your Account, is available to you in the event of any loss or damage as Local Agent reserves the right to remove or suspend all or any part of the Content, at any time in accordance with these terms.

Please read the [Terms of Use](#) for further information.

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