

VIRTUALLY SOLD LIMITED TERMS AND CONDITIONS

Residential Marketing and Sales Support

The website is owned and managed by Virtually Sold LTD, a company registered in England and Wales with the company registration number 11103154 and having its registered address at 2 Stratford Drive, Scunthorpe DN16 1ER.

Introduction

It is a requirement under the Estate Agents Act 1979 that you understand and accept our terms and conditions when instructing Virtually Sold as selling agents for your property. Please read the Terms and Conditions set out below. In order to avail Services provided by Virtually Sold, you are required to accept these Terms and Conditions.

If it is necessary to change the terms and conditions, we will post such changes on our website www.virtuallysold.uk (the "Website"). It is your responsibility to review our Website for any changes and you agree to be bound by such changes if you should continue to use the Services.

References to "this Agreement" or "Terms and Conditions" are references to these Terms and Conditions and all Schedules.

Important Information

Virtually Sold offers marketing and sales support services for a period of 10 months ("Initial Marketing Period"), during which time we aim to sell your property. Virtually Sold offers three types of sales packages:

Essential Package – Fees to be paid upfront.

Classic Package – Fees to be paid at the end of the initial marketing period or on completion of the sale, whichever falls earliest.

Premium – No Sale, No Fee - Virtually Sold will market your property on a "sole agency basis" for a minimum of 16 weeks from when your property is first listed with Virtually Sold. Fees to be paid on completion. See No Fee, No Sale for more information.

You have the right to cancel this agreement within 14 days and at any time thereafter however please note that you will be charged for all services used and Additional Fees may also be chargeable, see **Right to Cancel** for more information.

Please note that services start from when you place an order with Virtually Sold. Failure to make scheduled appointments without providing reasonable notice (1 working day) may result in additional charges.

A schedule of fees for the Services Virtually Sold provides and Additional Fees is included in **Schedule 1: Packages and Service Fees**, add-ons available from time to time will be detailed on our website.

Terms and Conditions of This Agreement

Definitions within This agreement/these Terms and Conditions and the following words or phrases shall, unless the context otherwise requires, have the following meanings:

"Acceptance Date" – means the date on which you accepted these terms and conditions

"Buyer" - The person or commercial entity buying your property;

“Completion/Completed” - Legal completion of the sale of your Property;

“Exchange” - When contracts of the sale of the property are legally exchanged and are legally binding;

“Fees” - The amounts payable to Virtually Sold for the Services as detailed in Schedule 1;

“Initial Marketing Period” - A period of 10 months, starting from the date of purchase of a Package, during which Virtually Sold provides the Services.;

“Landlord” - You (or anyone you appoint) to accept tenants to your property/properties;

“Packages” - Where the context permits in respect of any one of the packages “Packages” are the core services provided by Virtually Sold and Virtually Let hereunder and as further set out in House Sales and Lettings below and/or our Website;

“Property” - The property address for which you have instructed us to sell as stated at the end of this agreement under the term “Selling address” or, in the case of lettings, which you have instructed us to market to prospective tenants;

“Seller(s)” or “you” - Means the owner(s) of the property or the person who is legally entitled to sell the property;

“Services” - Means the range of services offered by Virtually Sold/Virtually Let including those detailed in the Packages and any add on services;

“Sole Agency Period” – Shall mean a period of 16 weeks, in which time Virtually Sold is the sole agent/agency representing your property;

“Tenant(s)” - Shall mean the person or persons who agree to rent the property from the Landlord;

“Virtually Sold”, “Virtually Let” or “We” and “Us” Means Virtually Sold Ltd a company registered in England, company registration number, 11103154;

“Virtually Sold / Virtually Let website” or “Website” - Means www.virtuallysold.uk

“Working Day” - Means a day other than Saturday, Sunday, a bank holiday or a public holiday;

Legal Entitlement to Sell

By submitting your details and your Property details to Virtually Sold and instructing us to market your Property for sale, you warrant, represent and undertake to us that:

- You are the owner of the property and you have the legal right to sell your Property;
- All owners of the Property are aware of and consent and agree to the marketing of the Property for sale; and
- You have all necessary rights and authorities to instruct us to market the Property for sale.

House Sales and Lettings

House Sales

Virtually Sold offers three types of property sales Packages, with the option to add on a variety of other services as detailed in Schedule 1.

These Packages entitles you to receive Services from Virtually Sold for the Initial Marketing Period. The details of each Package and the Services they include and all additional add-on Services available are set out on the Website under Selling/Fees.

Fees will also apply for optional Service “add-ons” as found on the Website (and Schedule 1). These can be purchased in addition to our property package or stand alone.

Please note that payment for our Essential and Classic Package and any add on services is required whether your Property is sold or not and Additional Fees may also be chargeable should you cancel your Package, see Schedule 1.

Please read carefully before making your selection.

General House Sale Terms

Following the commencement of the Services, Virtually Sold may terminate our agreement with you at any time by writing to you if you do not, within a reasonable time of Virtually Sold asking for it, provide us with information that it necessary in order for us to provide the Services (including but not limited to information requested to verify your identity and your ownership of the Property (where applicable to an instruction). If Virtually Sold is forced to terminate the agreement as a result of you breaking our agreement in this manner you may be liable for Additional Fees, see Schedule 1.

Premium Package - No Sale, No Fee

By accepting these terms and conditions, you instruct us to market your Property on a ‘sole agency basis’ for a minimum term of 16 weeks from the Acceptance Date and thereafter we will continue to market the on a sole agency basis until either you or we cancel this Agreement.

After the 16- week period following the Acceptance Date, you may choose to appoint a third party to market the property alongside Virtually Sold on a “multiple-agency” basis. Virtually Sold reserves the right at its sole discretion to continue to market the property on a multiple-agency basis or otherwise cancel this Agreement.

You will be liable to pay Virtually Sold the Fee, in addition to any other costs of charges agreed, if at any time unconditional contracts for the sale of the property are exchanged:

- With a purchaser introduced by us during the Sole Agency period or with whom we had negotiations about the property during that period; or
- With a purchaser introduced by another agent during the Sole Agency period

Lettings

Our Lettings service will allow your property listing to show on our portal network.

An EPC must be in place prior to marketing your property.

Tenancy agreements are drawn up using Virtually Let’s standard tenancy agreement and on the basis of the information supplied by the Landlord and Tenant. Virtually Let does not hold any responsibly for any errors in the agreement due to faulty or missing information. A tenancy agreement is a legal document. If further supporting documents are required, it is the responsibility of the landlord to request the documents and ensure that they are signed and completed. Virtually Let are not solicitors, the Landlord and Tenant(s) should seek legal advice should they have any questions or concerns about the tenancy agreement.

As per 'landlord responsibilities' Virtually Let accepts no responsibility for gas safety and it is not our responsibility to ensure there is a valid gas safety certificate in place before initial occupation. Virtually Let shall not be held responsible for anything contained within these documents and specifically the failure of a tenancy agreement.

Virtually Let hold no responsibility for any disagreements, disputes, damages or expenses incurred due to a landlord/tenant dispute.

All referencing is dependent on the successful reply from the landlord, employer, tenant or referee. Should any reference contact fail to respond, Virtually Let cannot be held responsible and no refund will be given. Virtually Let will follow-up with reference contacts for a period of 10 working days in conjunction with their chosen provider. After this time, we will deem the reference as un-contactable and the report will be completed without this reference. No compensation will be offered for an incomplete reference due to unresponsive referees. If a tenant fails a reference check no refund will be given and the full reference service will be deemed as taken. If the results of the tenants referencing comes back negative, the final decision whether to allow the Tenants a new tenancy agreement will be that of the Landlord. Virtually Let cannot guarantee a time scale for any reference or check regardless of when the tenancy may begin. Should a tenancy begin before a check or reference is complete no refund will be offered.

It is the landlord's responsibility to ensure:

- All furnishings within the property comply with Fire Safety Regulations.
- An up to date Energy Performance Certificate is held.
- An up to date landlords' electrical safety certificate is held.
- An up to date landlord's gas safety certificate is held.
- The tenant(s) deposit has been placed in a registered Tenancy Deposit Scheme.

It is the landlord's responsibility to ensure that the tenant has received all documentation required by legislation.

Virtually Let does not take deposits or collect rent payments on behalf of landlords.

Right to Rent Verification does not constitute a written agreement between the Landlord and Virtually Let to carry out Right to rent checks on a tenancy. It is the Landlord's responsibility to ensure that individuals who let or sublet the Landlord's property have the right to rent property and to fulfil the Landlord's responsibilities under the Immigration Act 2014 and any related legislation.

The referencing services provided by Virtually Let are not designed to fulfil these requirements. The Right to Rent Verification is designed to provide guidance to the Landlord in order to fulfil this responsibility. Virtually Let accepts no liability in relation to the Landlords failure to adhere to these statutory obligations under the Immigration Act 2014 or otherwise.

It is the Landlords' responsibility:

- To ensure their chosen tenants meet Right to rent requirements
- To view, in person, the original documentation
- To check photo identification against the tenant in person
- To collect the correct documentation for the tenancy and take copies
- To provide copies of documentation to Virtually Let for verification

Virtually Let will conduct the following verification for a given tenancy:

- Advise the correct documentation to be collected
- Verify the documents are correct through a third- party provider
- Adhere to storage requirements through a third-party provider

Fees and Payment

Virtually Sold accepts payment via all major credit cards and debit cards Payment. All credit card and debit card information is collected securely and processed by Virtually Sold's nominated partner that may change from time to time.

Refunds may only be given at the discretion of Virtually Sold. Where a refund is agreed it will take into account all the costs already incurred by Virtually Sold with regard to your Packages and any add-ons, all internal and external costs incurred including but not limited to; advertising, floor plans, EPCs, and administration costs, see Schedule 1, Additional Fees.

The Fee's for your chosen package along with any add-ons can be found on our website and in Schedule 1 of these Terms. They will also appear in a Contract which will be sent to you following acceptance of these Terms.

After the Initial Marketing Period expires (or when Exchange or Completion has occurred on your Property), your Property will be taken off all portals. If you wish to extend the Initial Marketing Period, you can do so by purchasing an extension with us, see Schedule 1.

All Fees are listed in Schedule 1 of these terms and conditions, the fees listed are the correct price at the time, changes to the prices can take place at any time and you are not entitled to any refund if the Package you purchased is reduced at a later stage. All Fees are inclusive of VAT.

Fees in Schedule 1 are for listing one Property. If you wish to list multiple properties, you will have to pay the relevant Package fee for each property you list.

All add-on Services as listed on the Website (and/or Schedule 1) are listed at the correct price at the time, changes to the prices can take place at any time and you are not entitled to any refund if the add-ons you purchased are reduced at a later stage. All add-on Service fees are inclusive of VAT.

Our fixed Fees will not vary in accordance with the sale piece agreed with the Purchaser on completion.

You should refer to Schedule 1 and your Contract for further details as to when your Fees are payable.

You agree to notify us promptly on the occurrence of each of the following events, including details relating to the parties involved and the timing:

- You agree to the sale of the property with any Purchaser;
- Unconditional contracts for the sale of the Property are exchanged; and
- Upon Completion of the sale of the Property.

Upon exchange of contracts on your Property, we have the right to remove the Property from our site and all partner portals.

You must promptly provide us with the contact details of your instructed conveyancer or solicitor as soon as they are instructed and by no later than 10 business days prior to the expected date for exchange of unconditional contracts for the sale of the Property. If your instructed conveyancer or solicitor changes at any time before completion, you must promptly provide us with the updated contact details.

We will raise an invoice for any Fees in respect of the sale of the Property upon production of the Memorandum of Sale which shall be payable at the completion of the sale of your Property. In the case where you have selected our Classic package we will also raise an invoice for the Fee's at the end of the initial marketing period should your Property not sell during this period. You hereby agree to pay the Fee's immediately and failure to do so shall result in interest being charged and payable at an annualised rate equal to the Barclays Bank Base Rate plus 4%. If our Fee's remain unpaid for a period of 60 days or longer, Virtually Sold reserves the right to instruct a third party to take steps to collect the overdue debt.

You give us authority to submit our invoice for our Fees to your instructed conveyancer or solicitor following exchange of contracts. You further warrant that you shall give authority to and instruct the conveyancer or solicitor acting on your behalf, on the sale of the Property, to pay our Fees immediately upon completion.

If the Property is part exchanged with other premises, our Fees will be payable in full on the day that completion takes place.

The only package that is not payable on completion is our Essentials package and range of add-ons which need to be paid upfront. Your property will not be marketed until payment has been made.

If the Seller of the Property is more than one person, all such persons shall be liable for the Fees and other such amounts under this Agreement. Such liability will be joint and several, meaning that we may apply to any persons who are Sellers to individually pay the full sum owing.

Any payment obligation/s that arise before the termination of this Agreement (including, without limitation, the obligation to pay our Fees in respect of introductions arising in the sole or multi agency periods shall survive termination of the Agreement.

You will not be liable to pay us the Fee on our Premium package where a Purchaser is an existing prospective purchaser and, prior to accepting these terms and conditions, you have notified us of the name and addresses of the prospective purchaser in writing.

You will not be liable to pay us the Fee on the Premium package where a Purchaser introduced during the Multiple Agency Period was introduced by another estate agent and at no time used any of the Services provided by us.

If you have cancelled the contract on our Premium package and instruct another estate agent to sell the Property, you shall remain liable to pay the Fees if a Memorandum of Sale is issued by another agent to a Purchaser that we have introduced within 6 months of the date of this Agreement was terminated, where a subsequent exchange of contracts takes place with that Purchaser. If no estate agent is involved in the transaction this time shall extend to two years.

If your Property is being advertised by another agent, it is your responsibility to ensure you are allowed to advertise with us at the same time and that you are not in breach of any terms agreed with any other agent(s). We accept no liability for any breach arising from your agreement with another estate agent. If you advertise with us in breach of the terms of contract with your other estate agent(s) then we can remove your listing with us by giving us a least 24 hours' notice. However, you will not receive any refund and you are still obliged to pay in full for the selected Package.

Our Fees are based on the marketing and promotion of one Property. If you wish to market multiple properties, a separate agreement will need to be entered into and separate Fee will be payable for each Property.

You will be required to pay the Fees for the Package and or any add on Services selected by you upon instructing Virtually Sold to carry out the service. Unless otherwise agreed in writing, payments must be made in full prior to either receiving goods or services from Virtually Sold when selecting our Essential Package and or add-ons.

Add-on Fees

Add-on Fees will vary depending on which products and services you order. These can be found on our website and in Schedule 1 of these Terms and Conditions. You can purchase additional Add-on products and services at any time.

Add-on Fees will be payable immediately on purchase unless they are already included in your chosen package.

If you cancel this Agreement and you have purchased any additional Add-on's you may be entitled to limited refunds.

Your Listing

Your listing is with Virtually Sold and our portal partners as listed on the Website (which can change without notice). We confirm that at the point of instruction we are a Member of the The Property Ombudsman scheme and subscribe to its Code of Practice. Please ask us for a copy of the TPO's Code of Practice if you require one.

IMPORTANT - You are required to disclose any information of which you are aware in relation to the property in a clear, and timely fashion. You must take all reasonable steps to ensure that all information and statements about the Property that you disclose to Virtually Sold and to potential buyers or their representatives whether oral, pictorial or written, are accurate and are not misleading with all material facts included. Furthermore, any answers to questions about the property must be truthful, materially complete and not misleading.

Virtually Sold will use reasonable commercial endeavours to ensure that your property is listed on the Website during the Initial Marketing Period subject to you selling your Property sooner or you terminating the service. The Website may be subject to technology or server related interruptions from time to time therefore Virtually Sold gives no warranties or guarantees that the Website will operate error free at all times.

Portals

Virtually Sold will use reasonable commercial efforts to upload all property details on to our property portal networks at all times. However, part of your listing may not entirely feed to our portal partners, it is your responsibility to check your listing and inform us if anything does not appear as instructed by you or if there are any missing elements.

Virtually Sold will place your listing on third party website portals. By agreeing to these Terms and Conditions you acknowledge that; these websites are subject to change; that they may or may not be controlled by a third party; that Virtually Sold do not provide any guarantees or warranties that your listing will be live or a continued presence on these websites; and you further acknowledge that these third-party website portals may at times experience issues with displaying properties including but not limited to feed issues. Virtually Sold is unable to provide any guarantees or warranties as to when a listing will be back up live and showing on any particular Third-party website portal. All listings are dependent on the timings and length of times the listing will run.

If you order the Rightmove/Zoopla premium listing then please note the following:

- This is a one-time activation that lasts for 10 months without interruption. For example: if you choose to de-list your property after 2 months of activation then your Rightmove premium listing will instantly come to an end and no refund will be given in relation to any remaining time available for your listing.
- Rightmove and Zoopla are third parties which Virtually Sold has no authority over and therefore are unable to provide any warranties on their performance.
- Premium listings may be added up to 10 days after your listing goes live.
- If you re-list the property at any time after the Premium Listing has been added then you will no longer be able to use the premium credit unless you purchase another one.
- V. Featured properties: If you order a featured property please allow up to 7 days for your featured property to appear.

General Listing Terms

You automatically receive Services for the Initial Marketing Period during which time we will list your Property on the Website and all partner websites subject to the terms relating to Portals above. If your Property has not exchanged within the Initial Marketing Period, your listing will expire but during the run-up to your listing expiry you will have the opportunity to purchase an additional Marketing Extension Period for a fee as set out in the Website (or Schedule 1).

Virtually Sold will use reasonable endeavours to contact you to determine if you wish to extend the Initial Marketing Period. If we cannot contact you and do not hear from you, your Property will be de-listed upon the expiry of the Initial Marketing Period. If you do not wish to carry on marketing beyond the Initial Marketing Period then you do not need to do anything, your Property listing will expire, your agreement with Virtually Sold will automatically come to an end and your Property de-listed.

Photos and Agent Visits

Virtually Sold may send an agent to visit your property for verification, photography, floorplan, EPC or appraisal purposes.

If you are supplying your own photographs (maximum 50) and description we require these to be accurate when they are sent to us. We will send a local agent to visit you to check these when they verify the property. Additions or amends may be subject to a monetary charge.

Once you have agreed a date for the agent to visit, you are obliged to keep the appointment (“Agent Appointment”), any cancellations must have 1 Working Day notice, otherwise you will incur costs, see Schedule 1.

If our agent arrives for his Agent Appointment and you are not at the Property or you give less than the required 1 Working Days’ notice, we will have to arrange an alternative Agent Appointment for which there will be an additional Appointment Fee.

In the event that a photographer was also booked to attend the missed Agent Appointment an additional fee for the photographer’s services will apply, the additional fee, Appointment Fee is detailed in Schedule 1 and is due for each instance of a missed appointment.

When you instruct Virtually Sold to arrange for photographs to be taken of your Property (or for other add-ons), we will use reasonable commercial efforts to contact you within 24/48 hours of ordering the relevant add-on to arrange a visit, however on some occasions this may take longer. If you are supplying photographs taken from another photographer (or source) you must have permission to use the photographs from the photographer (or the owner of the photographs). You will also grant Virtually Sold a royalty free, unlimited, worldwide and non-exclusive license to use any photographs supplied by you or a third-party source. Virtually Sold have the right to take your listing off the Website and off the portals if notified by a third-party that the photographs used may not be permitted for use by you. Virtually Sold will notify you and re-list the Property as soon as the correct/appropriate photographs are provided along with an authorisation from a third-party to use the photographs, where appropriate. If we are providing your photographs, the fee paid will be for taking the photographs of one property. Commercial properties may also incur extra photography charges, dependent on the size of the property. The same will apply for any additional floor-plans.

Valuations

We can provide a market appraisal of the value of your Property from the data we have which is pulled in from various sources such as Rightmove, mouse price and Land registry and takes into account national and regional trends in the housing market, however, for the avoidance of doubt, the price at which you decide to market your Property will be solely down to your choice.

Viewings/Communication and Offers made on your property

Virtually Sold will validate parties wishing to view your property and will act as point of contact between both parties. We will not pass your details on unless you have specifically requested us to do so.

Should you prefer for interested parties to contact you directly in order to arrange viewings we are more than happy for this to be facilitated.

Once a viewing has been arranged, the confirmation email to both the Seller and the applicant will list the property address, the time of the viewing, both parties and their respective contact details (name and phone numbers). After confirmation has been sent to both parties, Virtually Sold have no responsibility if either party (applicant or Seller) fail to show or are not available for a viewing. Viewings are the responsibility of the Seller however we can carry out viewings at an extra cost chargeable to the Seller, this extra cost will appear on the Website.

Virtually Sold confirms that (unless otherwise instructed in writing by you, the Seller) pursuant to the Estate Agents Act 1979 we will forward to you accurately in writing (which includes email correspondence), all offers from prospective purchasers within 1 day of receipt of the same.

Once a sale has been agreed, Virtually Sold will prepare and send out a Memorandum of Sale by email to you and to both parties’ conveyancers. A copy shall also be sent to your prospective purchaser.

Once you have an accepted offer we will forward your details to the relevant conveyancer.

Your obligations as the Seller/s

Authority, Power and Capacity

The Seller(s) / Landlord(s) hereby confirm(s) and covenants that he/she/they have the necessary authority, power and capacity to enter into this agreement.

The Seller(s) / Landlord(s) hereby confirm(s) and covenants that he/she/they are the beneficial owner(s) of the Property; or have the authority from the beneficial owner to sell the Property on the above terms.

Under the Money Laundering Regulations of 2003, Virtually Sold are required to carry out identity checks on both Buyers and Sellers of the properties that we market. Checks may be completed using an electronic system and may require us to ask you for additional information such as your passport number or driving license number, which you must agree to provide on request.

Energy Performance Certificate (EPC)

For Properties in the UK, excluding Scotland: You must provide an EPC or order an EPC for the Property (and provide proof of the order if not done through us). If you order an EPC via Virtually Sold as an add-on and the assessor turns up to carry out the EPC but you then advise us that you already have an EPC, there will be no refund for the ordered EPC. If you require a commercial EPC for your property there will be an extra charge. An EPC must be commissioned prior to marketing your Property.

Please refer to separate Terms and Conditions for EPC's. This can be found on our Website.

Consumer Protection from Unfair Trading Regulations 2008

Your Property details will be verified before marketing of the Property can commence. Our local agent will approve your details.

To ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008 the Seller must inform Virtually Sold immediately of any incorrect or materially incomplete information within the sales particulars from the outset or at any point during the marketing or sale.

Any amendments that you make to your Property listing will be fully vetted by Virtually Sold and if we conclude based on a reasonable suspicion that they are not valid, we reserve the right to amend them appropriately without notice.

Virtually Sold reserves the right not to publish any information provided by the Seller in order to comply with the Consumer Protection from Unfair Trading Regulations 2008. Any other publication (our brochure for example); may be subject to change at any time. When changes are made to the website (including prices), these may not appear at the same time in the brochure and such amendments may appear in the following version of the brochure.

The Seller shall indemnify Virtually Sold, its proprietors, directors, employees or agents against any loss or damage suffered by Virtually Sold, its directors, employees or agents arising from; (i) any claim made by the Seller in respect of the Property; (ii) any inaccurate, false or misleading descriptions of the same; or (iii) any breach of applicable legislation or regulations including but not limited to the Consumer Protection from Unfair Trading Regulations 2008.

For Sale Boards/ To Let Boards

If you select a board, the board will be erected at your Property (dependant on agent availability in your area). Virtually Sold cannot accept any responsibility for any damage or loss suffered as a result of the For Sale/To Let board. This board will be collected upon request if you so wish. In order to meet the requirements of The Town & County Planning Regulations, which permit the display of only one For Sale/To Let board, we request that whilst a Virtually Sold For Sale/To Let board is displayed,

no other boards are erected. The delivery of your For Sale/To Let board may in certain cases be sent via a national courier service. We cannot accept responsibility for any For Sale/To Let board being lost or stolen once delivery has taken place. In most circumstances Virtually Sold cannot state a definite date and time for delivery of your board. In circumstances where there is no one to sign for the For Sale/To Let board, it will be left with a neighbour or left at the Property.

If your board relates to part of a building in multiple occupation, it should indicate the part of the building to which it relates.

Unoccupied Property

Virtually Sold do not accept responsibility for the maintenance or repair of unoccupied properties during marketing or once a sale or Let has been agreed.

Complaints

Any expression of dissatisfaction about the service you have received from Virtually Sold Limited will be considered seriously and we will ensure that we respond promptly to any complaint.

Virtually Sold is committed to providing a professional, efficient and courteous service to all our clients. If you feel that we have failed to achieve an acceptable standard of service we want you to tell us. We regard it as an opportunity to monitor and improve our quality of service. We will investigate your concerns objectively and try to generate a positive and speedy solution

If you have a complaint, please contact us with the details at:

- Email us - customerservices@virtuallysold.uk
- Write to us - Virtually Sold Limited - 2 Stratford Drive, Scunthorpe, N Lincs DN16 1ER
- Phone us – 01724 629941

Whilst we aim to resolve all complaints within a few days, we have up to 15 days to consider your complaint. If for any reason we have not resolved it within this time or you are not satisfied with the outcome, you may complain to The Property Ombudsman. Details of which are provided below.

What will happen next?

1. We will send you a letter acknowledging receipt of your complaint within 3 days of receiving it, sending you a link to this procedure.
2. We will then investigate your complaint and speak to any members of staff who acted for you. We may also need to come back to you during this period to confirm or gather further information. Should you wish to have a face to face meeting we can arrange this for you.
3. If you do not want a meeting or it is not possible, we will send you a detailed written reply to your complaint, including his/her suggestions for resolving the matter, within 15 days of sending you the acknowledgement letter.
4. At this stage, if you are still not satisfied with the outcome, please contact The Property Ombudsman. <https://www.tpos.co.uk/consumers/how-to-make-a-complaint>

Right to Cancel

14 Day 'Cooling off period'

The Right to Cancel off-premises contracts is regulated by provisions contained in Part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013: Contracts entered into off-premises or at distance are

subject to a 14 day "cooling off period". Where contracts are made off premises, you have the right to cancel the contract within a 14-day period starting the day after the date these terms and conditions are agreed - **SUBJECT TO THE TERMS BELOW**.

In the event you wish to cancel the contract you must, within the 14 day "cooling off period", inform Virtually Sold of your decision to cancel in writing by email to customerservices@virtuallysold.uk

Where contracts are cancelled within the specified 14 day "cooling off period" and you have not instructed Virtually Sold to begin any of the Services, there will be no charges due and you will be entitled to a full refund of any payments already made.

Please note Virtually Sold will only publish your property on Rightmove, Zoopla or otherwise begin providing services (including making the Listing, attending the property for verification, EPC or photography), **after** this 14-day cooling off period has expired unless you agree otherwise by arranging for the commencement of any of the Services.

Cancellation Charges in the 'Cooling off period'

Should you agree to receive the Services including commencement of the marketing of your Property during the "cooling off period" then you will be charged for the Services provided as detailed below.

Our Services are deemed to have been provided in full when your Property is listed on the Virtually Sold Website.

If you agree that we begin the performance of Services during the "cooling off period" and then you later cancel during the "cooling off period", you will be liable to us for the full amount of the Fees for all Services consumed in that period, (see Schedule 1 - Service Cancellation Fee), notwithstanding your cancellation.

For the avoidance of doubt, if your Property has been listed on the Virtually Sold Website or any other property portal/Social Media page during the "cooling-off period" then all Fees for the Package and add-ons shall be payable in full on request, without refund.

General Right to Cancel

You may ask us to remove your details from the Virtually Sold website at any time after the 14 days 'cooling off period' but you will not be entitled to any refund and may be subject to an Administration Fee, see Schedule 1.

Once you have asked us to remove your details from the Virtually Sold website then you will not be able to re-instate them without payment of an additional fee.

Virtually Sold's Right to Cancel

We may terminate this Agreement at any time by providing 7 days' notice.

We may terminate this Agreement with you at any time in writing if you do not, within ten business days of the Agreement Date, provide us with the information that is necessary in order for us to provide the Services in full.

If we discover that you have breached our Agreement and we subsequently decide terminate, you shall be liable to pay us liquidated damages of £495 to cover the costs that we have incurred in performing services for you under this Agreement. You agree that these damages are a genuine pre-estimate of the minimum likely costs that we have incurred and are not a penalty. The payment of such liquidated damages does not exclude our right to bring a further claim for general damages if we have suffered further losses.

For the avoidance of doubt, a change to your local agent or the Marketing Price does not constitute as an amendment to this Agreement or your Contract.

Intellectual Property Rights

Virtually Sold and/or its licensors is the owner or licensee of intellectual property rights in the Website and the Services, information and content (including photographs either supplied by us, you or a third party) available on the Website, any database operated by us, any proprietary software utilised by us to enable you to use this Website and the underlying source code. Much of this information and content is protected by copyright, trade mark, database rights, design rights (including in the "**look and feel**" and other visual or non-literal elements), and/or other intellectual property rights (whether registered or unregistered). Our logos, together with our trademarks and/or service marks, may not be copied or reproduced without our prior written consent. All rights are reserved.

We grant you a non-exclusive, non-transferable licence to use the Website solely in executable form and only to the extent necessary for use of the Website and the Services, and for no other purpose.

You must not use an automated program (including, without limitation, any web-crawling or screen-scraping software or any equivalent technology or techniques), to access the Website for the purpose of collecting, obtaining and/or accumulating (or other similar activity) data or content in this Website. Any such use of an automated program is prohibited and shall be a breach of these Terms and Conditions.

You may not reproduce, copy, edit, republish, transmit materials including but not limited to; articles, incorporating into any other materials, or distribute any material articles, photographs, images or submissions, information or content on this Website, or that form part of the Services, without Virtually Sold's prior written consent. However, you are granted a limited right to access and use the Website and our Services, and retrieve, display and print content pages, for your own personal, non-commercial use and to the extent necessary for use of the Website and the Services only. We reserve the right, in our sole discretion and without notice to you, to terminate your licence and to prevent future access by you to this Website.

You may not do anything which may be seen to take unfair advantage of the reputation and goodwill of Virtually Sold or could be considered an infringement of any of the rights in the intellectual property rights owned by and/or licensed to Virtually Sold.

Referrals and Introducer Payments

Any individuals introduced will have the right to opt-out of any future email campaigns upon receipt of their first email; or any subsequent ones.

Referral Incentive. Any Registered User of Virtually Sold can refer another person to us, this can be done verbally, via email, internal messaging or via any referral scheme or competition that we run. If in the event of a referral purchasing a package from Virtually Sold, the Registered User who passed on the referral may be entitled to an introducer or referral incentive. This may be in the form of money, vouchers or property marketing add-ons. This will be at the discretion and choice of Virtually Sold.

Redemption of referrals. Wherever possible Virtually Sold will have an audit trail of where the referral came from. Upon successful audits a referral fee will be authorised. In the event of Virtually Sold's internal audit trail resulting in a dispute regarding the origination of the referral, proof may be required from the interested parties.

Authorised referrals, payments, vouchers or property add-ons will be dealt with within 14 days from the start of the referred Seller's Service.

Your General Obligations

You agree that you are solely responsible and liable for all your activity.

You must promptly notify Virtually Sold in the event there is a breach of security. Virtually Sold may be contacted by email at customerservices@virtuallysold.uk.

You shall not submit, any information, Property Data (defined below) review, comment, images, link or other material whatsoever in any format that may reasonably be deemed to be;

- offensive, illegal, inappropriate or in any way;
- promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harass or advocate harassment of another person;
- display pornographic or sexually explicit material;
- promote any conduct that is abusive, threatening, obscene, defamatory or libellous;
- promote any illegal activities;
- provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;
- promote or contain information that you know or believe to be inaccurate, false or misleading;
- engage in or promote commercial activities and/or sales, without the prior written consent of Virtually Sold; or
- infringe any rights of any third party.

You acknowledge that by submitting information to us, specifically for publication on the Website does not guarantee that it shall appear on the Website.

You further agree that at all times, you shall:

- Not to use the information presented on the Website or derived from the Services for any purposes other than those expressly set out in these Terms;
- Not to likely impair, interfere with or damage or cause harm or distress to any persons using the Website or in respect of the network;
- Not to use the Website, the content therein and/or do anything that will infringe any intellectual property right or other rights of any third parties;
- Not to use any information obtained using the Website otherwise than in accordance with these Terms;
- Comply with all instructions and policies from Virtually Sold from time to time in respect of the Website;
- Co-operate with any reasonable security or other checks or requests for information made by Virtually Sold from time to time; and
- Use the information made available to you on the Website at your own risk.

In the event that Virtually Sold, in its sole and absolute discretion, considers that you have breached any of the terms set out in this clause, We shall reserve the right to take any action that is deemed to be necessary, including without limitation, the termination forthwith and without notice, your use of the Website; and in the case of illegal use, the instigation of legal proceedings as appropriate.

Without prejudice to any of Virtually Sold other rights and remedies, we reserve the right, in its sole and absolute discretion, to take any action that it deems necessary and appropriate in the event it considers that there is a breach or threatened breach of this clause.

Indemnification

You agree to indemnify, defend and hold Virtually Sold and our affiliated companies, shareholders, officers, directors, employees, agents or suppliers harmless from any and all claims or demands, made by any third party along with any associated legal costs due to or arising out of your use of this Website or through your password or otherwise, the violation of these Terms and Conditions by you, or the infringement by you of any intellectual property or other right of any other person or entity.

Viruses

Virtually Sold offers no guarantees that its Website will be secure or free from bugs, Trojan horses, worms or any other computer viruses. All responsibility for configuration of your information technology, computer programme and platform in

order to access the Websites will lie with you. You should employ your own virus protection software. You must not misuse the Websites by introducing material which is malicious or technologically harmful including but not limited to; viruses, trojans, worms and logic bombs. Unauthorised access to the Websites, the server on which the Websites are stored or any server, computer or database connected to the Websites is strictly prohibited.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

Data Protection

Virtually Sold is committed to ensuring the protection of all personal information. We are registered with the Information Commissioners Office (ICO) and follow relevant codes of practice. In addition, we have signed up to the Personal Information Promise. Further information can be found at <https://ico.org.uk/for-the-public/>

General Terms

If any part of these Terms and Conditions are found to be illegal, the term that is found to be illegal will be removed without effecting the other terms which will continue in full force and effect. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing these Terms and Conditions, we can still enforce same later. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking these Terms and Conditions, that will not mean that you are no longer subject to these terms and conditions and it will not prevent us taking steps to secure our rights at a later date. For example, in the event you fail to make payment and we do not send you notice of missed payment but we continue to provide the services, we reserve the right to invoice you for a missed payment and require you to make the payment at a later date.

These Terms and Conditions are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

Schedule 1: Packages, Add-on's and Service Fees (inclusive of VAT)

Property Sales/Lettings	
Standard Lettings Package Pay Upfront	£99
Essential Package – (Selling) Pay Upfront	£149

Classic Package – (Selling) Pay on Completion	£495
Premium Package (Selling) No Sale, No Fee	£895
Add-on's	
Professional Quality Photographs and Floorplans	£118
Virtual Tours and Ariel Photography	POA
Energy Performance Certificate (Residential) Price variable on distance	£40 - £60
Premium Listing – Zoopla and/or Rightmove	£128 each
For Sale Board/ To Let Board <i>*For a bespoke board please contact us for a quote</i>	£60
Accompanied Viewings (per single viewing)	£39.50 each
Accompanied Viewings Package	£360
Commercial Property Additional Charges	As advised

Additional Lettings Services	
Right to Rent Verification, References and Credit Check	£24.99 per tenant <i>(payable by the landlord)</i>
Tenancy Agreement	£24.99
Check-in/Check-out Service	£39.50 per check-in or check-out
Routine Property Inspections	£39.50 per inspection
ADDITIONAL FEES	
Appointment Fee Failure to attend and appointment with an Agent and/or Photographer (without giving at least 1 working day's notice)	£120
Service Cancellation Fees Cancelling during the cooling off period (14 days from instruction) Should the Seller cancel the Package at any time prior to the end of the cooling off period then charges for all of the services below which have been provided to the Seller will be immediately due and payable or deducted from any refund:	

