



INTERIOR DESIGN | BRANDING | PROPERTY SALES & LETTINGS

URBAN NU LIMITED PROPERTY SALES (SOLE AGENCY) TERMS AND CONDITIONS

Before you agree to sell your property with us we need to make sure that you understand and accept these terms and conditions. If you have any questions relating to these terms and conditions then please contact us either by calling us on 0333 335 5025 or writing to us via email on sales@urbannugroup.com or by post to the following address: Urban Nu Ltd, 9-11 Marsden Rd, Bolton, BL1 4AA.

To agree to the following terms and conditions, you must be (i) a beneficial owner of the property being sold or have the permission of the beneficial owner to sell the property and (ii) you are not an estate agent operating on behalf of the beneficial owner. By confirming your acceptance to these terms and conditions, as set out below, you are agreeing to both (i) and (ii) of this paragraph being true.

These terms and conditions, together with the information that you provide us when registering for our services and any products form the basis on which you agree to appoint us, and we agree to act as your estate agent to sell the property (the "Agreement").

1. Definitions

In these terms and conditions, the following words and phrases shall have the following meanings:

"Auction" means sale by Auction through Pattison Auction House, Mercantile House, Wallsend NE28 9NY

"Agreed Price" means the original treaty valuation set by Urban NU

"Bespoke Auction and Design Service" means a bespoke service which has the meaning as set out at Clause 8 of this Agreement

"Completion Date" means the date of the completion of the sale of the property between you and the Purchaser.

"Data Protection Legislation" means (i) the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party. (ii) after 25 May 2018 the General Data Protection Regulation ((EU) 2016/679)("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the GDPR or the Data Protection Act 1998;

"Exchange Date" means the date at which contracts for the sale of the Property between you and the Purchaser are formally exchanged.

"Fees" any amounts you pay for any selected Products.

"Home Visit" means the visit to the property made either face-to-face hosted by yourself or virtually via video call.

"Urban Nu" means Urban Nu Ltd (a company registered in England and Wales with company number 10938077);

"Marketing Period" means a period of 12 consecutive months from the date of your Agreement during which time we will exclusively continually list your property.

"Products" means the supply of any of the products/services (other than the Services) as detailed on our Website from time to time and including, without limitation, preparation of an EPC (energy performance certificate), photography, On the Market, Rightmove & Zoopla listings, together with such other products as are offered by us for purchase from time to time in connection with the sale of your Property in accordance with these terms and conditions;

"Property" means the entire freehold or leasehold property to be offered for sale in accordance with these terms and conditions.

"Purchaser" means the purchaser or prospective purchaser of the Property.

"Reserve Price" means the price set by Pattinsons Auction House

"Sale Price" means the price that the Property is actually sold at

"Seller", means the beneficial owner(s) of the entire Property or person(s) with authority of the beneficial owner(s) of the Property to sell the Property whose name is listed on the online registration form and any reference to 'you' or 'your' is to the Seller.

"Services" means the estate agency services set out in clause 2 to be provided by us in accordance with these terms and conditions.

"Uplift Sale Price" means the difference between the Reserve Price and the actual Sale Price or where the Agreed Price is lower than the Reserve Price the difference between the Agreed Price and the Sale Price.

"UK Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"us", "agent", "we" or "our" means Urban Nu;

"Website" means urbannu.com and any related web or mobile applications.

2. The Services

In England, we shall provide the following estate agency services:

- Property base valuation
- Own dedicated team including Urban Nu Agent, Account Manager, Negotiator and Sales Progressor
- Regular updates/reviews
- Property marketing on OnTheMarket, Rightmove, Zoopla, Own Website via Partnership with Pattinsons.
- For Sale board
- Valid EPC Certificate if required.
- Offer substantiation, sales progression and full management of the sale to completion.
- Bespoke Auction and Design services

We cannot provide "services" outside of England; this includes Scotland, Ireland, and Wales.

(together the "Services" or individually as the context requires).

3. Sole Agency

As part of our provision of the Services, you are appointing us as your sole agent for the marketing and sale of your property for 52 weeks from the date of your Agreement ("The Marketing Period"). Following the end of this 52-week period, we will continue to market your property unless otherwise instructed, but you may also appoint another agent to also market your property.

By signing this agreement you agree to the terms of our sole agency and that in addition with commission payable in accordance with Clause 8 below you will also be liable to pay Commission, in addition to any other costs or charges agreed if: (a) unconditional contracts for the sale of the Property are exchanged in the Marketing period of this agreement, even if the buyer was not found by us but by another agent, or (b) unconditional contracts for the sale of the Property are exchanged after the expiry of the period of this Agreement but to a Buyer who was introduced to you during that Marketing period or with whom we had negotiations about the Property during that period.

4. Advertising, Photography and our Website

Urban Nu will make all reasonable efforts and exercise all due diligence in obtaining accurate information about your property (including but not limited to title/tenure information and compliance with building regulations).

In accepting these terms and conditions, you warrant that all such information provided to Urban Nu is accurate to the best of your knowledge.

Urban Nu will accept no liability for any omissions or errors which arise from incorrect information supplied to us by any seller, including but not limited to photography and property details.

We will advertise your property (including the address, asking price, photographs, and floor plans) on our website, partner websites, in magazines and newspapers, and anywhere else we feel will lead to a sale of your property. This may include advertising outside of the UK.

We will always list your property for sale on our website. Third party website portals which we use are subject to change and may not be controlled by us. We cannot therefore always guarantee continued presence on these websites, however, we try always to maintain, expand and improve our portal networks.

It is your responsibility to ensure that the Property is in a fit state to be photographed. You must, therefore, please ensure that it is tidied and suitably arranged before photographs are taken.

We own the photos that we take of your property.

If you wish to add your own images to your listing the photograph must be:

- (i) owned by you or you have permission to use it.
- (ii) of the Property.
- (iii) representative of the Property's current condition.

You may not use your listing with us to gain interest in other properties not listed with us, and you may not upload any corporate or other logos, image or brand identifier to the Property description or include the same in any image you submit to us. We can cancel your Agreement with us if we reasonably believe you are doing this.

You are not permitted to pass, for their use or use on your behalf, any login details we supply to you as part of the Services, to any person who acts in a professional capacity, including but not limited to any estate agent or letting agent.

We regularly update our website and may change the content from time to time. Our website may not always be completely up to date, and we are not obligated to update it. We cannot guarantee it will be free of errors.

5. Offers

We shall use our reasonable endeavours to notify you of all offers we receive to purchase the Property within 24 hours of an offer being received by us.

All offers should be handled by Urban Nu. If an offer is made directly to you or if you choose to accept an offer, you need to let Urban Nu know. We need to make sure that buyers fill out all the necessary anti-money laundering paperwork and provide proof of funds on all accepted offers, so we can guide them through the process.

You are obliged to notify us if you agree a sale with a buyer Urban Nu introduced you to.

If you accept an offer to purchase the Property, we reserve the right to list the property as 'Sold Subject to Contract' in any of the methods we use to advertise properties from time to time, until the Completion Date.

6. For Sale Boards

As part of the Services, you will receive a 'For Sale' board. This must be erected at the Property (unless explicitly prohibited by the relevant local authority). We reserve the right to immediately cease the supply of the Service where you fail to comply with the terms of this clause. The maintenance of the 'For Sale' board is your responsibility while it is in your possession. Further it is your responsibility to re-erect the board if it is affected by weather conditions or by a third party. We are not liable for the loss, theft or any damage to the 'For Sale' board provided or any damage the 'For Sale' board may cause (to the extent permitted by law).

There is a charge of £30 + VAT if an additional 'For Sale' board is required to be sent to you.

Where your property is sold subject to contract, we will endeavour to place a 'Sold' plaque over the 'For Sale' wording on your 'For Sale' board. Upon completion of your sale or termination of this Agreement, we will come to collect the 'For Sale' board. Please ensure the 'For Sale' board is available for collection.

7. Energy Performance Certificates (EPCs)

You must have ordered or make available a valid EPC prior to our marketing of the Property, and you agree to provide us with a copy of the EPC prior to marketing or as soon as it is received. We reserve the right to terminate our Agreement with you if you do not provide us with a valid EPC within 28 days of us beginning to market the Property. We can arrange for a EPC on the property if none is valid or available which is included in our agreement to yourselves.

8. Bespoke Auction and Design Service

You may instruct us to carry out our Bespoke Auction and Design Service and where you opt to do so you must confirm in writing. Should you opt for the Bespoke Auction and Design Service the following services will be provided:

- (a) Within 14 days of your confirmation that you wish to instruct us to carry out the Bespoke Auction and Design Services, we will visit you at your property, carry out a site survey which will include measuring and taking photos and videos for marketing purposes
- (b) In some(but not all) cases it may be agreed that we (Urban Nu) are to prepare designs for your Property. If it is decided that designs will be required then within 6 weeks of visiting your Property we will prepare designs for your property, in preparation for selling.
- (c) Planning Permission will be instructed if we feel that it is needed to gain value to your property for sale. Planning Permission is subject to local authority rules and timescales
- (d) Within 14 days of completion of steps (b) and (c) we will submit the information to Pattison's who will prepare a Sales Brochure and prepare the Property for Auction. Pattison's will also at this time agree the Reserve Price
- (e) Pattison's will on completion of (d) advertise the Property for auction for a period of not less than 28 days.
- (f) If the Property is sold at Auction you will have 28 days after in which to complete the sale of the Property
- (g) Sale by Auction will also be subject to Pattison's Auction House's terms and conditions.

9. Fees

If a Buyer is introduced to you by us during the Marketing Period, we shall be entitled to receive from you:

- a. Commission: 1% + VAT of the total sale price of the Property

OR

- b. Commission: 50% + VAT of the uplift sale price (sale price less agreed reserve price) whichever is the higher commission value.

Additional products and services may incur a fee and can be purchased separately.

Commission shall be invoiced to both you and your solicitor/conveyancer on the Exchange Date or the date on which you withdraw from the sale, irrespective of the reasons for the withdrawal. On the Completion Date, Commission must be paid out of the completion monies relating to the sale of the Property before any other disbursements, except solicitors or conveyancers fees. Settlement of our account shall be made on your behalf by your solicitor/conveyancer and we are entitled to settle our account in accordance with this agreement. If your appointed solicitor/conveyancer does not pay the Commission in accordance with this agreement then you will be liable to settle the amount directly on the Completion Date.

10. Late payment

If any fees due to us remain unpaid more than 7 calendar days following the due date, we reserve the right to charge interest, calculated daily from the due date until payment is made at 3% per annum above the base rate of Barclays Bank PLC until payment is made in full both before and after any judgement. If we need to use legal representatives or collection agents to recover monies due, you will be required to pay all reasonable costs and disbursements that we incur relating to your late payment.

11. Right to Cancel

You have the right to cancel this Agreement within 14 days of accepting these terms and conditions, in accordance with the Consumer Contracts Regulations 2013, without giving any reason and will be afforded the protections set out in this clause and clause 12 below. Services that have already begun, with your consent, within the 14-day period, are excluded from this provision.

To exercise the right to cancel, you must inform us by either calling us on 0333 335 5025 or writing to us via email on sales@urbannugroup.com or by post to the following address: Urban Nu Ltd, 9-11 Marsden Rd, Bolton, BL1 4AA. You may use the model cancellation form set out in clause 24 below, but it is not obligatory to use.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

We may terminate the Agreement without liability at any time in the event that you fail to make any payment within 10 days of its due date for payment or you have provided us with any false or misleading information concerning the property and its sale.

12. Effects of Cancellation

The terms set out in this clause 12 are subject to the terms set out in clause 11 above.

If you cancel this Agreement within 14 days of accepting these terms and conditions, we will reimburse you all payments received from you less a reasonable sum for any costs incurred in supplying any Products to you prior to our receipt of your request to cancel the Agreement. Fees will be not reimbursed where you have opted for the Bespoke Auction and Design Service (and have confirmed so in writing) and all fees reasonably incurred (or incurred at your instruction) will be charged for.

We will make the reimbursement without undue delay, and not later than 28 days after the day on which we are informed about your decision to cancel this Agreement.

We will make the reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any fees because of the reimbursement.

If you cancel the Agreement at any other time, then the provisions contained in clause 11 will apply together with any other terms stated to apply on the termination of the Agreement.

Subject to the terms set out in this clause 8, if you chose to cancel our Agreement at any time, we will remove your Property from our Website, portals and other advertising mediums.

At the end of your 12-month Marketing Period your property will be delisted and removed from our website, portals and other advertising mediums unless we decide, in our sole discretion, to continue to market your property for you free of charge for such a period as we decide. Where we decide to continue to market your property you will be required to keep your 'For Sale' board erected in accordance with clause 6 above.

13. Health and Safety and Unoccupied Property

It is important that any viewings or visits to the Property are conducted safely. It is essential that we are notified of and provided with all relevant information relating to health and safety and that any documentation and/or measures are in place to manage any risks.

It is your responsibility to ensure that, where the Property is unoccupied, the Property is adequately secured, mains services are turned off, water and heating systems are professionally drained and suitable insurance cover is put in place. You will be responsible for all maintenance at the Property, and we accept no liability or responsibility for it during the term of this Agreement.

14. Intellectual Property

The Intellectual Property in any Marketing materials or products created and or/provided by Urban Nu – the Agent for you the Seller are the property of Urban Nu. Such materials or products shall include, but are not limited to, photographs, videos, web listing, social media images and design plans.

15. Exclusion and Limitation of Liability

Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury caused by our negligence (or the negligence of our employees or agents) or fraud or fraudulent misrepresentation or for any other liability that cannot be excluded or limited by English Law. Notwithstanding this, we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any agreement between us.

Use of our Website shall be at your sole risk, and we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- a. use of or reliance on any content displayed on our website; or
- b. use of, or inability to use, our website; or
- c. any inaccuracies contained on our website relating to your Property or otherwise.

We are also not responsible for any computer viruses or any other harmful technology issues you experience that result in loss or damage while using our Website. Use of our Website is subject to our Privacy Policy, Cookie Policy.

16. Compliance

We undertake to comply with the terms of the Estate Agents Act 1979 and the Consumer Protection from Unfair Trading Regulations 2008 ("CPR") where those acts relate to our appointment as your selling agent.

Under the CPR it is a criminal offence for a selling agent to make inaccurate or misleading statements about your property (be they written or verbal), including through the sales particulars, adverts and other marketing, photographs and floor plans. This includes anything that might give the wrong impression about a property and includes omitting facts. This means that:

- a. you are responsible for providing us with accurate information about the Property and must tell us immediately if there is any inaccuracy or misleading information in our sales particulars, adverts or any other information that we provide to prospective purchasers and/or their representatives about the Property. We will ask you to verify certain information and require you to assist us to the best of your knowledge, having made reasonable enquiries where necessary;
- b. you will be responsible for any loss, damage or costs we have to pay in the event that you provide incomplete, incorrect or misleading information;
- c. you shall inform us immediately of any changes in the information that you provide in respect of the Property; and
- d. we reserve the right not to publish any information that you provide.

All information on our Website and provided to potential Purchasers and Sellers directly cannot be guaranteed by us and does not form part of any contract.

17. Money Laundering

We are subject to the Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Money Laundering and Terrorist Financing (Amendment) Regulations 2019, the Proceeds of Crime Act 2002, Terrorism Act 2000 and Criminal Finances Act 2017 (the "Legislation"). As a result:

- a. we reserve the right to ask you for such information as we require to comply with the Legislation to verify your identity (or the identity of the person/entity that you represent), which must be received before we can proceed with any work on your behalf;
- b. we reserve the right to terminate our relationship with you if, when requested to provide such information, you fail to do so or we consider that the evidence provided is insufficient to discharge our obligations under the Legislation (or such similar legislation as is in force from time to time); and
- c. you acknowledge that we may also be required to provide information to the relevant authorities without prior notification or any liability to you if we know or have a reasonable reason to suspect that you (or the person/entity that you represent) are involved in money laundering or terrorist financing.

18. Data Protection

We undertake to comply with the Data Protection Legislation in all our dealings with your personal data. Please see our Privacy Policy (<https://www.urbannu.com/privacy-policy/>) for more information on how we collect and process your personal data.

19. Direct Marketing

We will not send any direct marketing communications where you have not selected to receive this.

When registering your details with us, you will be asked whether or not you wish to be contacted directly by us with reference to any offers and promotions with updates about the Property and/or our services, Products as well as details of any other relevant or related products and services.

We may share client data with third parties to perform services (including user profiling) on our behalf, however, please note this will not permit such third parties to market directly to you. We will otherwise not pass on any client data to any third parties without consent.

20. Related services

It is possible that you and/or the Purchaser of the Property may wish to instruct us in respect of a related service, these will be dealt with on a separate agreement if required.

21. Complaints

We aim for your sale with us to be trouble free, but if you have any problems with our Service, our complaints policy, a copy of which can be viewed on our Website, sets out how you can make a complaint.

If you are dissatisfied with how we deal with a complaint, you are entitled to refer the matter to The Property Redress Scheme within 6 months of receipt of our final view.

We are members of The Property Redress Scheme and abide by The Property Redress Scheme Code of Practice. Please note that The Property Redress Scheme will only review complaints made by consumers. You agree that we may disclose information relating to the sale of the Property to The Property Redress Scheme if The Property Redress Scheme asks us for it.

22. General Terms

Indemnity

You hereby agree to indemnify us against any and all reasonable and direct costs, expenses or liabilities incurred or imposed on us provided that such reasonable and direct costs, expenses or liabilities were incurred in our carrying out the range of services and/or Products which you select (from time to time) on your behalf.

Assignment

You are not entitled to assign, sub-contract or otherwise dispose of any of your rights or obligations under this Agreement without our prior written consent.

Force Majeure

Neither you nor we shall be liable under or in connection with these terms and conditions to the extent that such liability arises as a consequence of any event of circumstance or cause beyond the reasonable control of that party.

Connected Persons

We are not aware of any personal interest existing between us or anyone in our employment or any connected person(s) of an employee, director or shareholder of us and you. If you are or become aware of such an interest you should notify us immediately. For the purposes of this clause, a "connected person" means a family member of an employee, director or shareholder of Urban Nu (that is, that person's spouse, civil partner, any person with whom that person lives with as a partner in an enduring family relationship, a child or stepchild of that person, a child or stepchild of that person's partner (if living with that person and under the age of 18), or that person's parents).

Notices

Any notice given in connection with the Agreement shall be in writing and may be delivered by hand, pre-paid first class post, special delivery post, or e-mail (unless otherwise notified) to, in our case, our registered office address (9-11 Marsden Rd, Bolton, BL1 4AA) and, in your case, to the address given when you submitted your details on the Website.

Any notice or communication shall be deemed to have been received:

- a. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- b. if sent by pre-paid first class post or other next working day delivery service, at noon on the second business day after posting or at the time recorded by the delivery service;
- c. if sent by email, at noon on the next business day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any arbitration or other methods of dispute resolution.

Severance

If a court rules that any provision of these terms and conditions is invalid or unenforceable, this will not affect the rest of the Agreement, which shall remain fully in force.

Rights of Third Parties

This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.

23. Entire Agreement

This Agreement (together with any documents referred to in it) constitutes the entire agreement between us and you and supersedes all prior agreements or communications between the parties. Any amendment to this Agreement will only have effect if it has been made in writing by a Director of Urban Nu Ltd.

24. Law and Jurisdiction

The Agreement is subject to English law and jurisdiction