

# Terms & Conditions

## Introduction

### 1. The Website

Citicide properties Limited ('Citicideproperties.co.uk'), registered in England and Wales with company number 09077489 whose registered office is 222 Bow Common Lane, London E3 4HH owns this Website. For the purposes of these Terms and Conditions 'We', 'Our' and 'Us' refers to Citicideproperties.co.uk. Please review these Terms and Conditions thoroughly before using this Website.

### 2. Usage

By using or accessing this Website you confirm your agreement to these Terms and Conditions. Your use of this Website is at all times subject to these Terms and Conditions and all applicable laws. If you do not agree to these Terms and Conditions please do not use this Website.

### 3. Changes in Terms and Conditions

We reserve the right to change these Terms and Conditions from time to time. Any such changes will be reflected in the website. Your continued use of this Website subsequent to such changes will be deemed to be your acceptance of such revised Terms and Conditions. If you do not accept any such changes, you should cease to use this Website.

### 4. Notices

Any notice given in connection with these Terms and Conditions shall be in writing and may be delivered by hand, pre-paid first class post, special delivery post, facsimile or e-mail, to the relevant address as stated in these Terms and Conditions (or such other address, facsimile or e-mail as may be notified in writing from time to time).

### 5. Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with English law and each party hereby submits to the exclusive jurisdiction of the English Courts.

### 6. Complaints Procedure

Any complaints will be managed in line with the Citicideproperties.co.uk complaint's procedure. All complaints should be made in writing, explaining clearly the nature of the issue. Initially, the complaint will be dealt with by a member of the customer

# Terms And Conditions

## Citaside Properties

services team, who will aim to resolve the complaint within 24 hours. If the customer services team are unable to resolve the complaint, they will pass it to a member of management, who will investigate and contact you directly to resolve the issue. If we require more time to respond, we will contact you to fully explain the reasons for the delay and advise when you can expect a full response. If you are still unhappy with the outcome, you can contact the Property Ombudsman.

## 7. Redress scheme

Citasideproperties.co.uk are a member of the Property Ombudsman Scheme. The Property Ombudsman's Codes of Practice for Residential Estate Agents and Residential Letting Agents have been approved by the Trading Standards Institute (TSI), and provide a benchmark for staff to work to ensuring a consistent service for consumers. If a dispute arises, it can be referred to the Property Ombudsmen (after completing the Citasideproperties.co.uk in-house complaints procedure).

## General

### 1. Definitions

- "Citasideproperties.co.uk", and "CITISIDEPROPERTIES" means Citasideproperties Sales and Lettings Limited
- "Landlord(s)", refers to the individual seeking to use citasideproperties.co.uk to let their property.
- "Tenant(s)", refers to the person seeking to rent the "Landlord(s)" property.

### 2. Permitted usage

The Landlord(s) or Vendor(s) must be the beneficial owner(s) of the property. In instructing citasideproperties.co.uk for any Estate Agency service the Landlord(s) or Vendor(s) agrees to;

- Pay, in full, at the time of instruction.
- Have fully understood the service that is to be received from citasideproperties.co.uk as an Estate Agent
- Use citasideproperties.co.uk Estate Agency Service as a Landlord or private Vendor and not as a Letting Agent or Estate Agent.
- Forfeit any refund if it is found that a registration for any of citasideproperties.co.uk services is made by a Letting Agent or Estate Agent.

### 3. Promotional Codes

Citasideproperties.co.uk on occasion offer a discount policy that enables landlord(s) and/or Sellers to receive discounts throughout the year. This offer is not available in

# Terms And Conditions

## Citaside Properties

addition to any promotions that citasideproperties.co.uk may offer. Discount codes may also be used for promotional purposes from time to time.

### **4. Promotions**

Citasideproperties.co.uk on occasion offer a discount policy that enables Landlord(s) and/or Sellers to receive discounts throughout the year. This offer is not available in addition to any promotions that citasideproperties.co.uk may offer. Discount codes may also be used for promotional purposes from time to time.

### **5. Limitation of Liability**

Save as provided elsewhere in these Terms and Conditions, to the maximum extent permitted by law, We exclude all warranties, conditions or other terms, whether express or implied, whether by statute, case law, custom or otherwise in relation to this Website or any Services, including without limitation as to satisfactory quality, fitness for particular purpose, non-infringement, availability, compatibility, accuracy or completeness.

You acknowledge and agree that:

Citasideproperties.co.uk will not be liable if for any reason this Website is unavailable at any time. Access to this Website may be suspended and without notice in the case of system failure, maintenance or repair or for reasons beyond Citasideproperties's control.

### **6. Indemnity**

You agree to indemnify, defend and hold Us harmless from any liability, loss, claim and expense (including reasonable legal fees) related to your breach of these Terms and Conditions.

## Refund Policy

### 1. Letting Services

Products and services that are purchased on the [citisideproperties.co.uk](http://citisideproperties.co.uk) website may be refunded without question within 12 hours of purchase. After this period no refund will be offered. Refunds can only be made to the card that was used to purchase the goods and/or services. All refunds will be made within 7 days of request. Claims for refunds must be emailed to [info@citisideproperties.co.uk](mailto:info@citisideproperties.co.uk) with full details of refund amount, product and the reason for request.

### 2. Sales Services

Products and services that are purchased on the [citisideproperties.co.uk](http://citisideproperties.co.uk) website may be refunded without question within 24 hours of purchase. Refunds can only be made to the card that was used to purchase the goods and/or services. All refunds will be made within 7 days of request. Claims for refunds must be emailed to [info@citisideproperties.co.uk](mailto:info@citisideproperties.co.uk) with full details of refund amount, product and the reason for request. In the event that [citisideproperties.co.uk](http://citisideproperties.co.uk) is not able to continue advertising a property for sale a refund of monies paid net of the individual services already rendered at the current list prices may be claimed by writing to the head office address. For the avoidance of doubt a full refund will not be given. [Citisideproperties.co.uk](http://Citisideproperties.co.uk) liability for any service or product shall not exceed the purchase price paid

### 3. Deposit Money

Citicide property requires to have holding deposit money to be deposited in order to confirm the rent for you. For any reason if you change your mind, you won't get any refund. But for any case, if the landlord change his mind and decide not to rent out his room to you, we will assure you get your full money back.

## Lettings Terms and Conditions

### 1. Tenancy Agreements

Tenancy agreements are drawn up using Citicideproperties's standard tenancy agreement and on the basis of the information supplied by the Landlord and Tenant. [Citisideproperties.co.uk](http://Citisideproperties.co.uk) does not hold any responsibly for any errors in the agreement due to faulty or missing information. A tenancy agreement is a legal document. [Citisideproperties.co.uk](http://Citisideproperties.co.uk) are not solicitors, the Landlord and Tenant(s) should seek legal advice should they have any questions on concerns about the tenancy agreement. As per 'landlord responsibilities' [Citisideproperties.co.uk](http://Citisideproperties.co.uk) accepts no responsibility for gas safety and it is not our responsibility to ensure that a valid gas safety certificate is in place before initial occupation. [Citisideproperties.co.uk](http://Citisideproperties.co.uk)

# Terms And Conditions

## Citicide Properties

shall not be held responsible for anything contained within these documents and specifically the failure of a tenancy agreement. Citicideproperties.co.uk hold no responsibility for any disagreements, disputes, damages or expenses incurred due to a landlord/tenant dispute.

## 2. Referencing

All referencing is dependent on the successful reply from the landlord, employer, tenant or referee. Should any reference contact fail to respond citicideproperties.co.uk cannot be held responsible and no refund will be given. Citicideproperties.co.uk will follow-up with reference contacts for a period of 7 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. Citicideproperties.co.uk 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.

## 3. Tenant fees

Citicideproperties.co.uk work hard to ensure tenants incur minimal fees when they take on a property, and do not charge tenants any standard administration fees. Citicideproperties.co.uk want tenants to be entirely aware of the fees that they could incur during the lettings process, however Citicideproperties.co.uk are unable to advise of any fees or charges that a landlord may apply.

# Sales Terms and Conditions

It is a requirement of the Estate Agents Act 1979 that you the "seller" understand and accept the Terms and Conditions prior to instructing citicideproperties.co.uk to sell your property. Please note that you the "Seller" confirm your acceptance of these Terms and Conditions by ticking the accept terms and conditions box on the citicideproperties.co.uk website. The Seller has agreed to appoint and citicideproperties.co.uk has agreed to act as the Sellers' estate agent to sell the Property subject to the terms and conditions below:

## 1. Definitions

In these Terms and Conditions the following words and phrases shall, unless the context otherwise requires, have the following meanings:

# Terms And Conditions

## Citiside Properties

- “Completion Date” means the date of the completion of the sale of the Property between the Seller and a Purchaser;
- “Exchange Date” means the date at which there is an exchange of binding contracts for the sale of the Property between the Seller and a Purchaser;
- “Fee” means the remuneration payable by the Seller in consideration of the Services provided by citisideproperties.co.uk in accordance with Clause 4 below; “citisideproperties.co.uk” means citisideproperties.co.uk online estate agency.
- “Marketing Period” means the period citisideproperties.co.uk will market a property for Sale.
- “Property” means the freehold or leasehold property whose address is set out above;
- “Purchaser” means the purchaser of the Property;
- “Sale Price” means the final agreed selling price of the Property;
- “Seller” or “You” means the beneficial owner(s) of the Property;
- “Services” means the estate agent services to be provided by citisideproperties.co.uk as set out in these Terms and Conditions;
- “Term” shall run from the day marketing commences until it is terminated in accordance with Clause 9.

## **2. The Agreement**

This is a multiple agency agreement between citisideproperties.co.uk and the Seller.

The agreement is for a period of twelve months, the Marketing Period. Should the Seller remove the property from the market for a period of more than 30 days the property will be deemed to have been withdrawn from the market and the agreement terminated without refund for remaining time left in the Marketing Period.

The headings in these Terms and Conditions do not affect its interpretation, save where the context otherwise requires, references to sub-clauses, clauses and schedules are to sub-clauses, clauses and schedules of these Terms and Conditions.

Unless the context otherwise so requires, references to statutory provisions include those statutory provisions as amended or re-enacted and references to any gender includes all genders and the singular shall include the plural and vice versa.

## **3. Negotiations**

Citisideproperties.co.uk will conduct all negotiations if required on a “subject to contract” basis.

You authorise citisideproperties.co.uk to act as selling agents on Your behalf during the Term.

## **4. Fees**

# Terms And Conditions

## Citiside Properties

You must nominate a Fee Option as part of Your instruction to [citisideproperties.co.uk](http://citisideproperties.co.uk) to act as Your agent.

The Fees payable by You to [citisideproperties.co.uk](http://citisideproperties.co.uk) under these Terms and Conditions are stated exclusive of any VAT which may be chargeable, and which will be payable where required in addition to the sum in question at the rate for the time being prescribed by law.

The home visit signifies the commencement of our services and the standard cooling-off period does not apply as per clause 8(3) of the Regulations.

Once an [citisideproperties.co.uk](http://citisideproperties.co.uk) representative has travelled any distance to the said property on the date booked for the property to be visited [citisideproperties.co.uk](http://citisideproperties.co.uk) will then retain the right to charge a fee of £150 + VAT (£180 inc VAT) in the event of a cancellation

Our 'Split fee' includes a payment on completion of the sale of your property. You only pay on legal completion of a sale where the sale was effected by [citisideproperties.co.uk](http://citisideproperties.co.uk) by way of an introduction and/or viewing appointment made whether carried out or not. Upon legal completion of a sale involving any viewing party that [citisideproperties.co.uk](http://citisideproperties.co.uk) arranges an appointment or introduces the viewer for the fee is payable within three working days of legal completion and you hereby confirm that you contract with us to ensure that this is paid by your property lawyer directly to us from the proceeds of sale. Interest may be added to this amount if payment is not made within the time.

## **5. Seller's Particulars**

[Citisideproperties.co.uk](http://citisideproperties.co.uk) shall prepare a set of property particulars on your behalf, however [citisideproperties.co.uk](http://citisideproperties.co.uk) are not responsible for any data that it provides to buyers and sellers. All information on our website and all information provided to buyers and sellers directly, cannot be guaranteed and they do not form part of any contract. You must approve your property details before marketing of the property can commence, this can be confirmed in writing, or by logging on to [citisideproperties.co.uk](http://citisideproperties.co.uk) where you will be given a chance to review your details prior to upload onto the property portals.

You shall inform [citisideproperties.co.uk](http://citisideproperties.co.uk) immediately of any material changes in the information that was provided on the Seller's Upload process.

## **6. Indemnity**

You shall indemnify [citisideproperties.co.uk](http://citisideproperties.co.uk), its directors, employees and agents, against any claim made in respect of the Property or any misdescription thereof that arises wholly or partially out of any act or omission committed by You.

## **7. Warranties**



# Terms And Conditions

## Citaside Properties

You hereby warrant and covenant that:

- You have the necessary authority, power and capacity to enter into these Terms and Conditions; and
- You are either (i) the beneficial owner of the Property, or (ii) have the authority from the beneficial owner to sell the Property on these terms.

## **8. Money Laundering**

You agree to provide [citasideproperties.co.uk](http://citasideproperties.co.uk) with all information as may be required by [citasideproperties.co.uk](http://citasideproperties.co.uk) in order to comply with any money laundering regulations as may be in force from time to time, we may require you to provide information such as your passport or driving license number.

## **9. Agency**

An upfront fee required is a non-refundable, one-off charge that shall be paid before Services commence.

Receipt of the Upfront Fee by [citasideproperties.co.uk](http://citasideproperties.co.uk) signifies the Seller is instructing [citasideproperties.co.uk](http://citasideproperties.co.uk) to sell their Property in accordance with these Terms and Conditions.

[Citasideproperties.co.uk](http://Citasideproperties.co.uk) reserves the right to remove the property if the vendor is uncontactable for a period of 3 weeks, or if the vendor unreasonably refuses viewings.

## **10. EPC (Energy Performance Certificate)**

An Energy Performance Certificate must now be in place for all properties to be marketed. [Citasideproperties.co.uk](http://Citasideproperties.co.uk) can only market your home after the EPC has been either ordered through or shown to us. The cost of the EPC is non refundable once ordered verbally and/or electronically.

## **11. Sub Agency**

[Citasideproperties.co.uk](http://Citasideproperties.co.uk) may appoint a sub-agent and will do so at no extra cost to You. All Fees shall remain payable to [citasideproperties.co.uk](http://citasideproperties.co.uk) as if [citasideproperties.co.uk](http://citasideproperties.co.uk) had been the primary agent.

## **12. Advertising**

You authorise [citasideproperties.co.uk](http://citasideproperties.co.uk) to advertise details including, without limitation, the address of the Property, its asking price, photographs and plans of the Property on the [citasideproperties.co.uk](http://citasideproperties.co.uk) website, other websites advertising the sale of properties, magazines and newspapers and in any other such media as



# Terms And Conditions

## Citaside Properties

citasideproperties.co.uk deems in its sole discretion reasonable in order to achieve a sale of the Property.

Citasideproperties.co.uk guarantees that your property is listed on the citasideproperties.co.uk website which is [www.citasideproperties.co.uk](http://www.citasideproperties.co.uk). Third party website portals are subject to change, they may not be controlled by citasideproperties.co.uk and we do not guarantee continued presence on these websites, although it is the policy of citasideproperties.co.uk to continue to maintain, expand and improve our property portal networks at all times.

Photography and any media created by citasideproperties.co.uk will remain the ownership of citasideproperties.co.uk and will be provided to client after the property's marketing has ceased at its discretion.

In the event that citasideproperties.co.uk is not able to continue advertising a property for sale a refund of monies paid net of the individual services already rendered at the current list prices may be claimed by writing to the head office address. For the avoidance of doubt a full refund will not be given.

## **Citasideproperties's property management agreement**

### **1. Maintenance**

- a) Upon signing the tenancy agreement, the landlord(s) and Tenant(s) will be assigned a personal maintenance manager. They will be provided with 24-hour contact details for their CITISIDEPROPERTIES maintenance team, via email, post and phone.
- b) Each landlord will be required to fill in a form detailing maintenance details regarding the property – location of stopcock etc – which are vital to the successful management of the property
- c) Landlord(s) are required to provide a monetary figure to the maintenance team which they are willing to allow CITISIDEPROPERTIES to spend on their behalf on emergency maintenance requirements.
- d) If the maintenance line is called, a member of the CITISIDEPROPERTIES maintenance team will take details of the issue and in the event of works being required, instruct an CITISIDEPROPERTIES-approved contractor to visit the property (if remedying the issue falls within the agreed emergency maintenance allowance).
- e) In the event that the works exceed the agreed emergency maintenance allowance, CITISIDEPROPERTIES will contact the landlord to seek advice on how to proceed before instructing works to commence. Any costs will be automatically deducted from the monthly rent payment.

### **2. Rent Collection**

## Terms And Conditions

### Citaside Properties

- a) Once a tenancy agreement has been signed, landlord(s) and tenant(s) will be assigned a personal finance manager. They will be provided with contact details for their CITISIDEPROPERTIES finance team, via email, post and phone.
- b) CITISIDEPROPERTIES will collect the first month's rent and the initial deposit, and will notify the landlord(s) once cleared funds have been received.
- c) CITISIDEPROPERTIES will send out a standing order mandate to each tenant, and maintain contact until this is completed and returned.
- d) Rent will be paid to CITISIDEPROPERTIES on the date set out in the tenancy agreement. The £79 administration fee will be deducted at source, and the rent will then be transferred over to the landlord(s) bank account. If the property has incurred any maintenance costs, they will be deducted before the rent payment is transferred. If a rent payment is not made, the landlord(s) is still liable for the £79 administration fee, payable to CITISIDEPROPERTIES.
- e) If a rent payment is missed, the £79 administration fee payment will be due to [Citasideproperties.co.uk](http://Citasideproperties.co.uk) within seven working days of the rent due date as set out in the tenancy agreement.

### **3. Termination of contract**

- a) Two months' notice must be provided if a landlord wishes to terminate the CITISIDEPROPERTIES property management services, however this does not apply to the initial up-front-cost which must still be paid in full. Notice must be provided in writing to [info@Citasideproperties.co.uk](mailto:info@Citasideproperties.co.uk)
- b) CITISIDEPROPERTIES (and its subcontractors and agents) may on written notice and without cause terminate the property management services immediately and no further fees will be payable.

### **4. General**

- a) Where there is a conflict between these terms and conditions and the CITISIDEPROPERTIES Terms and Conditions, the CITISIDEPROPERTIES property management terms and conditions shall take precedence.
- b) It is the landlord's responsibility to ensure that at time of upload 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 if required, an up to date landlord's gas safety certificate is held, all requests to view the advertised property are responded to within 48 hours.
- c) The CITISIDEPROPERTIES management service is a non-key holding service, and landlord(s) and tenant(s) remain the primary key holders for the property. CITISIDEPROPERTIES require a landlord or tenant to be present to gain access to the property