

Terms & Conditions

This document constitutes an agreement between Estate Options the Introducer partner and Prosico as the supplier (hereinafter called 'Prosico', 'we', or 'us') and a you as the customer ('hereinafter called 'seller', 'vendor', 'landlord', or 'you'), the terms of which are set out below:

The law (as outlined in the Estate Agents Act 1979) requires you to accept these terms and conditions in order to be able to instruct us as your agent. You will be able to indicate your acceptance of these terms and conditions at the time of paying our fee.

Terminology contained within these terms and conditions:

Within this agreement the following words or phrases shall, unless the context otherwise requires, have the following meanings:

Property: The property which you have instructed us to market for sale or rent, the address of which is entered by you in your account.

Buyer: A person buying - or interested in buying - your property.

Tenant: A person renting - or interested in renting - your property.

Vendor, Seller, Landlord, You: The owner of the property or the person given the benefit to or who is entitled to sell or let the property.

Estate Options: 5L3 Thorney Bay Park, Thorney Bay Rd, Canvey Island, Essex SS8 0DB
Acting as introducer partner to -

Prosico, We, Us: Means Greatlets Ltd (trading as Prosico) a company registered in England, company registration number 06511322, registered office being 39 York Road, Northampton, NN1 5QJ. (The service portal platform provider)

Multi Agency Agreement:

This is a multi-agency agreement, we place no restrictions on you engaging the services of other agents during the term of your agreement with us. If you are already in an agreement with another agent when you instruct us you should read and heed the terms of your existing contract with them, or you may find yourself liable for a fee to them even if we sell your property.

Advertising and Marketing Your Property:

We market and/or advertise your property via methods of our choosing - usually listings on our own and/or partner websites. We may advertise your property in any other media at our absolute discretion. Different services use different combinations of these websites. These websites are not owned by us and we cannot guarantee that these websites (and hence your property listing) will be available on the Internet constantly, or that they will carry listings from us constantly. The list of partner websites is subject to change without notice.

We cannot begin marketing your property without either a current Energy Performance Certificate (EPC) being in place, or the test having been arranged. We can usually arrange an Energy Performance Test to take place (for an extra charge) if you wish.

Enquiries & Viewings:

When a potential applicant enquires about your property and proceeds to want to arrange a viewing:

For phone enquiries:

we will take the contact details of the potential viewers, we will then pass those details, with their consent, directly to you, so that you can mutually agree a convenient time and date for the viewing to be conducted.

For email enquiries:

We will make 3 attempts to contact the potential viewers via phone or email to verify their contact details and then pass those details, with their consent, directly to you, so that you can mutually agree a convenient time and date for the viewing to be conducted.

For all enquires, we will only pass on contact details of Potential viewers if they agree to their contact details being shared with you and you may not use their contact details for any other purpose than to organise a viewing or answer any enquiries with regards to the property in question.

Screening and qualifying prospective viewers depends on your chosen package and any screening criteria agreed with us separately. For basic packages we will only verify and pass on contact details of prospective viewers, with their consent.

Your contact details will not be disclosed to any prospective viewers, unless agreed otherwise.

You will be conducting viewings with interested enquirers so it is your responsibility to ensure your property is safe for visitors, and that you are confident of your own personal security and safety. You agree without reservation not to hold us responsible for any incidents that occur during a viewing.

Property Descriptions:

In order to ensure compliance with the terms of the Consumer Protection from Unfair Trading Regulations 2008 (CPRs) and the Business Protection from Misleading Marketing Regulations 2008 (BPRs) wherever applicable we reserve the right not to publish any information provided by you. You agree without reservation to indemnify us, our proprietors, employees, subcontractors or agents against any claim made in respect of the property or any mis-descriptions here in that arises wholly or partially out of your act or default. Any measurements must be accurate to the best of your knowledge.

Know Your Customer and Prevention of Money Laundering regulations:

To comply with the terms of the Money Laundering Regulations of 2007 we may have to carry out identity checks on our customers. In order to successfully complete the checks we may require you to supply supporting information and evidence (normally copies of passports, driving licenses, utility bills and bank statements). You agree to supply any information we request. Failure to supply requested information will result in the termination of any service without refund of any monies paid and may result in the involvement of the police if we deem the circumstances suspicious.

You understand and accept that we may undertake a search with Equifax for the purposes of verifying your identity. To do so Equifax may check the details you supply against any

particulars on any database (public or otherwise) to which they have access. They may also use your details in future to assist other companies for verification purposes. A record of any search will be retained.

Right to Rent Checks and Gas Safety

You understand that you will be responsible for undertaking checks regarding tenants' immigration status in order to be compliant of right to rent obligations under section 22 of the Immigration Act 2014.

With the free advertiser package lettings, Prosico will NOT be responsible for checking the immigration status of potential tenants.

You understand that ensuring Gas Safety for your tenants and conducting an annual Gas Safety inspection remains entirely the responsibility on the landlord.

Delivery of Service:

The delivery of some parts of our services rely on the actions of third parties out of our control. We cannot be held responsible for the actions or inactions, problems, errors or omission of third parties that effect the delivery of the whole or part of any of our services. We cannot guarantee the consistency or continuation of the parts of any of our services provided by third parties and we offer no refund for users if a third party service is discontinued or made unavailable to us. However we will seek alternative services without unreasonable delay. At our sole discretion we may offer a whole or partial refund.

Cancellation:

Under the The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 we cannot begin to supply services until all obligations have been met where appropriate.

You can cancel any currently active service at any time for any reason and we will cease marketing or advertising your property.

Comments and Complaints:

We rely on customer feedback to help us improve. If you have a comment or complaint that you'd like to make about any aspect of your dealings with us please put it in writing to

admin@greatlets.co.uk and we will respond within 3 business days. We are members of the property ombudsman scheme. If you feel that we have not handled your complaint satisfactorily you can contact them for help and advice about what to do next.

Miscellaneous:

All properties listed for sale will be visited by a Prosico representative to verify all details, take photographs and draft floorplans. This will usually be done at your initial appointment for a valuation, however can be arranged at a later date if not feasible at the valuation. We will endeavour to get all Sales adverts live within one day of us visiting the property.

For all Lettings Adverts, we will endeavour to have your property live on all of our partner media within one working day of receiving your completed property details, payment, and suitable ID and proof of ownership (excepting weekends and public holidays) but cannot guarantee this time frame because factors outside of our control (for example but not limited to technical issues or delays in the receiving sites displaying the listing) may interfere. We will endeavour to market your property using the details you submit to us, but we reserve the right to add to, delete, edit and amend any aspect of any property advert for any reason. You must not insert any of your personal contact details into any part of the advert. If you do we reserve the right to cease marketing and/or advertising your property without warning and without refunding any monies paid.

There is one instruction per service, per property. You must not use one instruction to attempt to sell or let more than one property, or one instruction to both sell and let one property.

Under most circumstances you must be the owner of the property you want us to advertise or market. You can instruct us if you're buying the property but have not yet completed the purchase, or you can instruct us on behalf of the owner if you are a friend or family member of the owner, or a tenant at the property who wishes to expedite a move out. You will be required to submit ID to prove your status before we market your property, and also ID for the owner if you are a friend, family member or tenant acting with his permission.

You agree for us to give your name and contact details to all enquirers, and you confirm that both you and the property comply with all current UK legislation. We will endeavour to pass your details to enquirers immediately but reserve the right not to do so, depending on the other demands and commitments placed on our staff, and for any other reason.

Our services offer no guarantee regarding the number of prospects that will make enquiries or the possibility of a successful conversion of a prospect into a tenant or buyer. Such things depend on many factors outside our control, such as the health of the market, the condition of your property, its price relative to what the market will support, the quality of your property (either in its own right or relative to the competition), the attractiveness of your photographs or advert copy, the popularity of the property's location and many more factors.

We endeavour to keep the content of our website up to date and free of errors, misleading or conflicting information. However errors or omissions may occur and we cannot be held responsible for them. By using the website you agree to this.

You agree as the owner (or the person nominated by the owner to act on his behalf) to remain responsible without exception and to hold us to be free of all liability without exception for all the legal aspects of the let or sale, not limited to but including items such as having a current gas safety certificate or EPC (where required). You agree that the scope of our responsibility is strictly limited to the marketing of your property as outlined in the terms of this agreement.

With regards to the referencing of prospective tenants, we rely entirely on the work and actions of third parties outside of our control (such as but not limited to prospective tenants, their employers, their landlords, information holding organisations etc.) and as such cannot accept any responsibility for any error or omission in the process or the result of a tenant reference check. By making use of the service and/or instructing us to arrange a reference check for a tenant you agree to this without reservation and agree to hold us totally free of any liability.

We reserve the right to suspend marketing of a property or a user's account at any time to allow us to investigate a suspected breach of our terms or unauthorised or fraudulent use of our services.

We reserve the right to amend these terms of use at any time without notification. Users with properties being market at the time of a change of terms will be allowed 2 weeks to comply with any change of terms that requires action on their behalf.

Any breach of these terms by you invalidates any rights you have under these terms and may result in the marketing of your property ceasing immediately. If marketing of a property is ceased because of a breach of our terms then no refund will be given.

You agree that if any of the terms contained in this agreement are found to be invalid by a court of law in England this does not invalidate any of the remaining terms.

By the acts of creating an account on our website and/or paying for any of the services or products you agree wholly and without reservation or exception to the terms and conditions above.