

# Agent Contract

Please ensure you fill in ALL parts of this agreement

## Part A

This Agreement confirms the relationship between: -

(the 'Client')

and

Estate Angels Limited ('Us, We') for use of the gold/silver agent service (the 'Service').

The terms of this Agreement supersede any prior Agreement between the two parties.

A more detailed explanation of the Service together with the rights and obligations of both estateangels and the Client are comprehensively set out in the Terms of Business, at the end of this contract.

We would recommend that you read these Terms of Business, as your use of the Service will indicate your acceptance of their terms. You will only be authorised to use the Service upon signature and return of this Contract and acceptance of our Terms of Business. Our Terms of business is amended from time to time, and an up to date version is available on request.

### Term

This agreement will continue for a period of 12 months from the date of signature of this contract (the 'Initial Period'). At the end of the Initial Period and at each subsequent anniversary this Agreement will automatically renew for a further 12 months (the 'Rollover period'). Either party may terminate this Agreement, in accordance with Clause 5 of the Terms of Business.

### Payment Method

1. Annually in advance by Credit Card or Direct Debit.
- Or
2. Monthly in arrears, from 1st of each month by Direct Debit.

You will be responsible for all fees incurred up to and including the end of any notice period. Please complete the attached Direct Debit mandate or phone us on 020 8695 2358 to pay by Credit Card.

Once completed, please fax this to 020 8695 2353

## Part B

Please ensure the following form is filled out correctly

|   | Silver                   | Gold                     |
|---|--------------------------|--------------------------|
| Please tick which Estate Angels service(s) this agreement is for. |                          |                          |
| Sales   | <input type="checkbox"/> | <input type="checkbox"/> |
| Lettings  | <input type="checkbox"/> | <input type="checkbox"/> |
| International Sales   | <input type="checkbox"/> | <input type="checkbox"/> |
| International Long Lets   | <input type="checkbox"/> | <input type="checkbox"/> |
| International Holiday Rentals                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/>   |                          |                          |
| Mortgage Affiliate Form   | <input type="checkbox"/> |                          |

For more information about what our Silver and Gold services offer, please see our brochure.

|                            |  |   |
|----------------------------|--|---|
| Number of branches/offices | <input type="text"/>   |   |
| Payment frequency          | <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Bi-annually <input type="checkbox"/> Annually |   |
| Fee as agreed (excl. VAT)  | £ <input type="text"/>   | If you are unsure of the fee agreed, please contact a member of the Estate Angels team. |
| + VAT @ 17.5%              | £ <input type="text"/>   |   |
| Total                      | £ <input type="text"/>   |   |

## Part B cont.

Please enter the details of the branch/offices which services ticked will cover.

If you have more than 4 offices you need to add, please photocopy/print this page as many times as necessary.

|                       |                      |
|-----------------------|----------------------|
| Office/Branch Name    | <input type="text"/> |
| Postcode coverage     | <input type="text"/> |
| Office/Branch Address | <input type="text"/> |
| Phone Number          | <input type="text"/> |
| Website Address       | <input type="text"/> |
| Email Address         | <input type="text"/> |

|                       |                      |
|-----------------------|----------------------|
| Office/Branch Name    | <input type="text"/> |
| Postcode coverage     | <input type="text"/> |
| Office/Branch Address | <input type="text"/> |
| Phone Number          | <input type="text"/> |
| Website Address       | <input type="text"/> |
| Email Address         | <input type="text"/> |

|                       |                      |
|-----------------------|----------------------|
| Office/Branch Name    | <input type="text"/> |
| Postcode coverage     | <input type="text"/> |
| Office/Branch Address | <input type="text"/> |
| Phone Number          | <input type="text"/> |
| Website Address       | <input type="text"/> |
| Email Address         | <input type="text"/> |

|                       |                      |
|-----------------------|----------------------|
| Office/Branch Name    | <input type="text"/> |
| Postcode coverage     | <input type="text"/> |
| Office/Branch Address | <input type="text"/> |
| Phone Number          | <input type="text"/> |
| Website Address       | <input type="text"/> |
| Email Address         | <input type="text"/> |

## Part C

Contact Details of person responsible for invoicing:

|              |                      |
|--------------|----------------------|
| Name         | <input type="text"/> |
| Address      | <input type="text"/> |
| Phone Number | <input type="text"/> |

Please sign this Agreement to confirm your acceptance of our fees and Terms of Business.

I hereby accept the terms of this Agreement

|            |                                  |
|------------|----------------------------------|
| Signature  | <input type="text"/>             |
| Print Name | <input type="text"/>             |
| Position   | <input type="text"/>             |
| Date       | <input type="text" value="/ /"/> |

Please fill in the whole form including official use box  
using a ball point pen and send it to:

Estate Angels Ltd  
46 Randlesdown Road  
Bellingham  
London  
SE6 3BT

FAX: 020 8695 2353

Originator's Identification Number

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 8 | 3 | 7 | 2 | 2 | 7 |
|---|---|---|---|---|---|

FOR ESTATE ANGELS OFFICIAL USE ONLY

This is not part of the instruction to your Bank or  
Building Society.

Name(s) of Account Holder(s)

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

Bank/Building Society account number

|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|

Branch Sort Code

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

Name and full postal address of your Bank or Building Society

|                 |                       |
|-----------------|-----------------------|
| To: The Manager | Bank/Building Society |
| Address         |                       |
| Postcode        |                       |

Instruction to your Bank or Building Society

Please pay Estate Angels Ltd Direct Debits from the account  
detailed in this Instruction subject to the safeguards assured  
by the Direct Debit Guarantee. I understand that this  
Instruction may remain with Estate Angels Ltd and, if so,  
details will be passed electronically to my Bank/Building  
Society.

Signatures

Date

Reference Number

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

## The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Estate Angels Ltd will notify you 3 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Estate Angels Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.

# Terms of Business

These are the Terms of Business on which you (the 'Client') agree to use the estateangels service (the 'Service') as provided by estateangels Limited ('estateangels'). Your use of the Service will be deemed to indicate your acceptance of these Terms of Business. The Client will only be authorised to use the Service upon signature of the agent contract and acceptance of these Terms of Business.

## 1. Term

i. This agreement will continue for 12 months from the date of signature of the Services Agreement (the 'Initial Period').

ii. At the end of the Initial Period, this agreement will continue for the duration of the Services Agreement, unless terminated in accordance with these Terms of Business.

## 2. The service

i. estateangels will:

- a. permit the general public to access the estateangels web site at [www.estateangels.co.uk](http://www.estateangels.co.uk) (the 'Web Site') which contains directory details of estate agents and other property related information on which the client will have a priority listing;
  - b. endeavour to provide vendor leads when available ;
  - c. endeavour to provide, where possible, in addition to name and address, the email address, mobile number and selling position of the applicant to the client (except for 'Silver' service where we endeavour to provide landline only);
  - d. where appropriate display the logo supplied by the Client on the Web Site and where possible a hypertext link to the Client's website;
  - e. supply the client with the facility to upload its own text advert on the same page as its details are displayed;
  - f. endeavour to maintain the availability and performance of the Web Site, although scheduled maintenance and continual improvements may require us to make the service temporarily unavailable;
  - g. where possible provide the Client with user statistics in the form of an email report;
  - h. provide an email facility for the transmission of enquiries directly from the Web Site to the Client;
  - i. provide such additional services as may be agreed with the Client from time to time;
  - j. where possible provide the Client with an estateangels branded window card or sticker to be displayed by the Client in a prominent position of their office front window;
  - k. grant the Client a royalty-free licence to use the estateangels logo and name in any advertising or promotional or marketing displays in accordance with any instructions that estateangels may issue to the Client; and
  - l. use reasonable endeavours to market the Web Site to prospective buyers, sellers and renters of properties.
- To achieve this, we reserve the right to negotiate and enter into online distribution agreements with third parties, whereby our directory services can be accessed on those third party sites to achieve the maximum possible number of viewers of the Data.

ii. The Client will:

- a. be responsible for the provision, operation and support of any hardware, Internet connections and browser software necessary for effective use of the Service;
- b. be responsible for the provision of any client logo that appears on the site;
- c. not copy any element (including any source code) of the Service without the express written consent of estateangels;
- d. will use reasonable endeavours to upload accurate Data to the Web Site;
- e. pay estateangels for the right to use the Service in accordance with the Services Agreement (the 'Fees');
- f. ensure that it uses the Service in accordance with applicable law, regulation and the reasonable instructions of estateangels;
- g. notify estateangels immediately if it becomes aware of any unauthorised use of the Service;
- h. grant estateangels a royalty free licence for the reasonable use of the Client's name, logo and other trade marks on the Web Site and in its marketing materials in accordance with any guidelines provided to estateangels by the Client.

iii. The content (excluding the Data), software, design, look, feel and presentation of the Service and the technology that facilitates the provision of the Service belong to estateangels. No right, title or interest in such property shall pass to the Client. The Client agrees to take such steps as may reasonably be required by estateangels to protect or confirm the ownership of such rights by estateangels.

iv. The Client's right to use the Service is non-transferable and non-exclusive. The Client may permit its staff, employees, subsidiary companies, contractors or agents to use the Service on its behalf provided that it procures their compliance with these Terms of Business. The Client shall not permit any other third party to exploit its rights under these Terms of Business except with the express written consent of estateangels.

## 3. Warranty and Limitation of Liability

i. estateangels makes no warranty that the Service will continue uninterrupted or free from errors that materially affect the performance of the Service. Estateangels expressly excludes any warranty or condition that may be applied by statute (including, but not limited to, warranties as to satisfactory quality, fitness of the Service for a particular purpose or due skill and care).

ii. Except for liability in the event of death, personal injury or fraud caused by estateangels or any liability incurred by the Client as a direct result of estateangels uploading the Data in a form materially different to that uploaded by the Client to any media other than the Web Site, estateangels will not be liable to the Client, whether for negligence, breach of contract, misrepresentation or otherwise. estateangels will not be liable for loss or damage incurred by the Client as a result of third party claims or indirect or consequential damage suffered by the Client, including without limitation loss of profit, goodwill, business opportunity or anticipated savings.

## Terms of Business cont.

### 4. The Data

#### i. The Client warrants that:

- a. it is fully authorised to use all elements of the Data and has the right to place the same on the Service;
- b. the Data complies with all relevant legislation and regulations including, but not limited to, the Data Protection Act 1998 and the Property Misdescriptions Act 1991;
- c. all the Data is accurate, complete, not misleading and up to date.

ii. The Client shall indemnify and hold estateangels harmless in respect of any loss, liability, claim or expense brought against estateangels by a third party in respect of the Data and/or use by the Client of the Service, except liability for any claim due to the fault or negligence of estateangels or its agents.

### 5. Termination

i. estateangels may withdraw the right to use the Service from the Client and/or terminate this agreement immediately upon the occurrence of any of the following events:

- a. cancellation of the Client's direct debit mandate or standing order (as applicable);
  - b. failure by the Client to pay the Fees as and when they fall due;
  - c. the Client misusing the Service or, in any way, bringing the Service into disrepute; or
- ii. Either party may terminate this agreement immediately upon the occurrence any of the following events:
- a. the other party failing to remedy a breach of this agreement having been given 30 days' notice of such a breach;
  - b. the other party committing a material breach of this agreement that is not capable of remedy; or
  - c. the other party becoming insolvent or being wound up.

iii. Either party may terminate this agreement at any time, upon giving three months' notice in writing, such notice not to expire before the end of the Initial Period or if the initial period has expired then such notice not to expire before the end of the Rollover period.

iv. Upon termination, all Fees and any other charges shall become immediately due and payable. No refund will be due or made for any unexpired portion of any Fee. The Client shall immediately cease using the Service and shall remove all references to estateangels and the estateangels logo from all materials.

### 6. General

i. Any notice served under this Agreement may be served by first class post, fax or e-mail. In each case notice shall be deemed to have been served on the next working day following the date of posting or transmission.

ii. Nothing in this agreement shall be construed as creating a partnership between the parties or as constituting either party as the agent of the other party (save as expressly set out in this agreement) for any purpose whatsoever and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

iii. Any confidential information disclosed by either party to the other shall remain confidential and be used only for the purposes of this agreement. This clause 6(iii) shall not apply to any confidential information which is or becomes public knowledge (other than through unauthorised disclosure by the parties).

iv. These Terms of Business supersede all prior arrangements and understandings between the parties and represent the entire agreement between the parties.

v. estateangels reserves the right to amend any of these Terms of Business from time to time. We will inform you of any material changes by fax, email or letter, and they will be available via the 'for estate agents' link on the home page at [www.estateangels.co.uk](http://www.estateangels.co.uk) continued use of the Service by the Client will indicate acceptance of the amended Terms of Business.

vi. estateangels's delay or failure in enforcing its rights under this agreement shall not be deemed to be a waiver of such rights.

vii. Neither party shall be liable to the other in respect of any breach of the terms of this agreement due to circumstances beyond the reasonable control of that party (including but not limited to fault, failure or disruption of the Internet or the services provided by that party's Internet or telecoms service provider).

viii. These Terms of Business shall be governed by and construed in accordance with the laws of England. In the event of any dispute arising in relation to the Terms of Business, the English Courts will have exclusive jurisdiction.