



SALES TERMS & CONDITIONS

1. INTERPRETATION

In these Terms and Conditions

1.1 Unless the context requires otherwise, words and expressions defined in the particulars shall have the same meanings, and the following words and expressions shall have the following meanings —

Agreement - The agreement between you and us relating to the marketing and sale of the property, comprising these Terms and Conditions and the Particulars.

Business Day - A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Data Protection Legislation - All legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation, any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy.

Introduction - The provision to you during the term of the contact details of a prospective buyer; and **introduce, introduces, introducing and introduced** shall be interpreted accordingly.

Prospective Buyer - A person who is ready, willing and able to enter into a contract to purchase the property.

Relevant Contract - A contract for the sale and purchase of the property entered into (whether during the term or at any time within the period of six months thereafter, or two years if no other agent was involved) between you and a prospective buyer who was introduced to you during the term.

Relevant Requirements - All applicable laws, statutes, regulations relating to laws and regulations relating to its activities under this agreement, as they may change from time to time including but not limited to those relating to consumer protection, equality and anti-discrimination, anti-bribery and anti-corruption.

Term - The period commencing on the date of this agreement and continuing, unless terminated earlier in accordance with clause 13, unless and until:

- (i) You give us 28 business days' written notice to terminate (which for the avoidance of doubt cannot expire during the minimum term), or
- (ii) We give you 10 business days' written notice to terminate.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and includes all subordinate legislation made from time to time under that statute or statutory provision.

1.4 A reference to **writing** or **written** includes fax and, except in clause 14.3, e-mail.

1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 References to clauses are to the clauses of these Terms and Conditions.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are Coombe Residential Limited, a company in England and Wales. Our company registration number is 04496526 and our registered office is at 259 Coombe Lane, Wimbledon, London, SW20 0RH. Our VAT registration number is 493 7110 39.

2.2 If you have any questions or complaints about our services, please contact us.

2.3 You can contact us by telephoning our customer service team at **020 8947 9393**, or by writing to us at **259 Coombe Lane, Wimbledon, London, SW20 0RH** or by sending an email to **enquiries@coomberesidential.com**

2.4 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in the particulars.

3. THESE TERMS

3.1 These are the Terms and Conditions on which we will act as your agent for the marketing and sale of the property. Please read them carefully before you instruct us to act. They tell you who we are, how we will carry out our duties under the agreement, how you and we may change or end the agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms and Conditions, please contact us to discuss.

3.2 Our agreement to act as your agent for the marketing and sale of the property will be made when we sign and send you a copy of the particulars. At this point, a legally binding contract will come into existence between you and us.

3.3 We may change these Terms and Conditions to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect our agreement to act as your agent in the marketing and sale of the property use of the services. If we wish to make more substantial changes which will affect such agreement, we will notify you and you may then contact us before the changes take effect to end the agreement.

4. APPOINTMENT

4.1 You appoint us as your agent to market and facilitate the sale of the property by identifying prospective buyers for you and introducing them to you on the terms of this agreement.

4.2 If we are unable to perform our obligations under this agreement, we will inform you of this in writing. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements or because we have identified an error in the commission or in these Terms and Conditions.

4.3 If the performance of our obligations under this agreement is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event but, if there is a risk of substantial delay, you may contact us to end the agreement.

4.4 If you do not allow us access to the property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the property we may end the contract and clause 13.6 will apply.

4.14 We will need certain information from you so that we can provide the services to you. We will contact you in writing to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the agreement (see clause 13.6) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for performing our obligations late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

4.15 We may have to suspend the performance of our obligations to —

- (a) Deal with technical problems or make minor technical changes;
- (b) Update these Terms and Conditions to reflect changes in relevant laws and regulatory requirements;
- (c) Make changes to our obligations as requested by you or notified by us to you (see clause 3.3).

4.16 We will contact you in advance to tell you we will be suspending the performance of our obligations, unless the problem is urgent or an emergency.

5. MARKETING THE PROPERTY

Subject to clauses 6.5 and 6.7, we will —

- (a) Produce sales particulars and other marketing material for your approval pursuant to clause 5;
- (b) Not, without your prior written consent, make or give any representations, warranties or other promises concerning the property which are not contained in the sales particulars or otherwise agreed in writing by you;
- (c) Market the property on your behalf at the initial asking price (or such other asking price as may subsequently be agreed in writing between us) through our network of agents and contacts and through our extensive database of potential buyers, our website (www.coomberesidential.com) and other major web portals;
- (d) Not market the property at less than the initial asking price without your prior written agreement;
- (e) Use our reasonable endeavours to introduce prospective buyers for the property;
- (f) Disclose to you as soon as reasonably possible any offers we receive from prospective buyers for the property at any time before are notified that a relevant contract has been entered into, unless the offer is of an amount or type which you have specifically instructed us, in writing, not to pass on, and will confirm each such offer in writing within two business days;
- (g) Keep a written or computerised record of all offers we receive from prospective buyers for the property (including the date and time such offers were received and your response) and make such record available to you on request;
- (h) If the particulars indicate that we must conduct viewings —
 - (i) Record any viewings that have been arranged for the property, and any feedback from those viewings, and pass this to you within an agreed timescale;
 - (ii) Before arranging any viewing, inform the prospective buyer if we are aware you have already accepted an offer, subject to contract; and
 - (iii) If we are aware that the property has been marketed by another agent, establish if the prospective buyer has previously viewed the property through that or any other agent.
- (i) If the particulars indicate that we will hold a key to the property, we will —
 - (i) Accompany any prospective buyer, surveyor, builder or other person we permit to enter the property, and not give a key to the property to any such person without your prior agreement;
 - (ii) Ensure that all keys we hold are coded and kept secure;
 - (iii) Maintain records of when we issue keys and to whom, and when they are returned, and keep those records secure and separate from the actual keys;
 - (iv) Only give keys to people providing us with satisfactory identification;
 - (v) Exercise reasonable diligence to ensure that, after we visit the property, it is left secure;
- (j) If the particulars indicate that we may erect a For Sale board at the property to assist in the marketing of the property, we will ensure that any board so erected by us complies with the Town and Country Planning (Control of Advertisements) Regulations 1987, as amended, and we will accept liability for any claim alleging that the board does not comply with these regulations, unless such non-compliance is the result of a further board being erected by another agent or third party;

- (k) Following acceptance of an offer subject to contract —
 - (i) Prepare and send out a Memorandum of Sale to you, the prospective buyer and to both parties' conveyancers;
 - (ii) Take and confirm your instructions as to whether the property should be withdrawn from the market, or continue to be marketed and, in the latter case, so advise the prospective buyer in writing; and
 - (iii) Monitor progress, report information deemed helpful to bringing the transaction to fruition and provide you on request with reasonable assistance in brokering the exchange of contracts and completing the sale of the property;
- (l) Act faithfully and diligently and not allow our interests to conflict with our duties under this agreement;
- (m) Notify you in writing or in the memorandum of sale, as soon as reasonably possible after we discover that a prospective buyer, who has made an offer for the property, has applied to use the surveying, financial, investment, insurance, conveyancing or other services of our company or of an associate or connected person of ours in connection with that purchase;
- (n) Not make it a condition of passing on offers to you that the prospective buyer must use services offered by us or another party;
- (o) Not discriminate, or threaten to discriminate, against a prospective buyer who declines to accept the provision of related services, directly or indirectly, from us, including (without limitation) by —
 - (i) Failing to tell you of that prospective buyer's offer to buy the property;
 - (ii) Telling you of that prospective buyer's offer less quickly than other offers we receive;
 - (iii) Misrepresenting the nature of that prospective buyer's offer or those of rival prospective buyers; or
 - (iv) Giving details of the property to prospective buyers who have indicated they are willing to accept the provision of related services, directly or indirectly, from us in priority to prospective buyers who have not so indicated; and
- (p) Notify you in writing, before negotiations begin, if we, or an employee or an associate of ours is intending to buy the property, giving all the relevant facts.

5.2 We are not be responsible under the terms of this agreement for the maintenance or repair of the property at any time during the term.

5.3 You acknowledge and consent to our use of details of the property within post-exchange publications and other marketing materials that we may produce to promote our business. We accept no responsibility for any misuse by third parties of such publications and marketing information.

6. YOUR OBLIGATIONS

6.1 You confirm and covenant that you are the beneficial owner of the property, or have the authority of the beneficial owner to sell the property on the terms of this agreement, and that you have all necessary authority, power and capacity to enter into this agreement.

6.2 Without limiting the generality of clause 6.1, where the particulars indicate that our appointment is joint or multiple, you warrant that our appointment under this agreement does not breach any of the terms of the agreement with any other agent or agents, and agree to indemnify us against any loss or damage we suffer or incur in consequence of any claim alleging that this is not the case.

6.3 You must act in good faith towards us at all material times to ensure that we receive the payments to which we are entitled under this agreement.

6.4 You must at all material times provide us with the information we reasonably require to carry out our duties, including marketing information for and details of the property, and information about yourself.

6.5 For properties in the United Kingdom, excluding Scotland, you will be required to provide an Energy Performance Certificate, compiled in accordance with the relevant requirements, or to satisfy us that such a certificate has been commissioned, before we can begin marketing the property in accordance with this agreement.

6.6 In order to meet the requirements of Town & County Planning Regulations, which permit the display of only one For Sale board, you must not authorise or permit the erection of any other For Sale boards at the property while our board (or the board of any of our sub-agents) is displayed. You must notify us immediately if another agent or third party requires a second 'joined' board (whether at an angle or placed 'back to back' with our For Sale board).

6.7 You acknowledge and accept that third party website portals are not controlled by us and are subject to change, and we do not provide any warranties concerning their performance or availability or warrant that the property will remain listed on any particular third party portal at any particular time or times or for any particular period.

6.8 Where **The Seller** comprises more than one person, each of you is individually responsible for the performance of all your obligations.

7. COMMISSION AND PAYMENT

7.1 We will be entitled to commission if a prospective buyer we introduce during the term enters into a relevant contract which is or becomes unconditional at any time during or within 6 months (or 2 years if no other agent is involved) after the expiration or termination of the term.

7.2 No later than 3 business days after you enter into a relevant contract, you must promptly notify us in writing of —

- (a) The date you entered into the relevant contract;
- (b) Whether the relevant contract was conditional when entered into;
- (c) The amount of the purchase price for the property; and
- (d) The date on which the relevant contract provides for the sale and purchase of the property to be completed.

7.3 If the relevant contract was conditional on the date it was entered into, you must promptly notify us in writing of the date on which it becomes unconditional no later than 3 business days after such date.

7.4 Without prejudice to your obligation to provide the information referred to in clauses 7.2 and 7.3, you undertake to give irrevocable instructions and authority to your solicitor or other conveyancer acting for you on the sale of the property to provide such information promptly on becoming aware of it.

7.5 If the relevant contract is exchanged but not completed (notwithstanding service of a Notice to Complete by your solicitor and expiry of 10 business days thereafter), we reserve the right to charge the agreed commission on the value of the deposit paid you on exchange.

7.6 Unless otherwise indicated in the particulars, we will not be entitled to reimbursement of any other expenses we incur in the performance of our duties under this agreement.

7.7 If the particulars indicate that you have agreed to reimburse us for any expenses, we will be entitled to such reimbursement immediately on such expenses being incurred, regardless of whether a relevant contract is entered into.

7.8 All sums payable under this agreement —

- (a) Are exclusive of value added tax or other applicable sales tax, which shall be added to the sum in question;
- (b) Shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where you are required by law to deduct withholding tax from sums payable to us. If you are required by law to deduct withholding tax, then we shall co-operate with each other in all respects and take all reasonable steps necessary to —

- (i) Lawfully avoid making any such deductions; or
- (ii) Enable us to obtain a tax credit in respect of the amount withheld.

7.9 If our commission has not been paid before the sale of the property is completed, you agree to give your solicitor or other legal representative authority to pay our commission out of the proceeds of the sale upon completion.

7.10 We will invoice you for the commission, together with any applicable VAT, in which case the due date for payment of such commission will be seven days from the date of such invoice but, regardless of the date on which the sale and purchase of the property is due to be completed, or is actually completed, all commission payable pursuant to clause 7.1 which has not been invoiced shall nevertheless be due to us no later than 20 business days after the date on which the relevant contract was entered into or, if the relevant contract was conditional on such date, the date on which the relevant contract becomes unconditional.

7.11 Commission must be paid to us in Pounds Sterling.

7.12 If you do not make any payment to us by the due date (see clause 7.1) we may charge you interest on the overdue amount at the rate of 4% a year above the base lending rate of HSBC Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

7.13 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

7.14 If you enter into a tenancy agreement at any time with any person directly or indirectly introduced to you by us, you must pay us a separate commission on the date of the tenancy agreement at a rate of 10% plus VAT of the total rent payable (without deduction) under the tenancy agreement.

7.15 Termination of this agreement, howsoever arising, shall not affect the continuation in force of this clause 8 and your obligation to make any payment to us in accordance with it.

8. COMPLIANCE

8.1 Each of us shall, at our own expense, comply with all relevant requirements and with any conditions respectively binding on us in any applicable licences, registrations, permits and approvals.

8.2 Please note that under the Money Laundering Regulations 2017, we are obliged by law to perform extensive electronic identification checks on vendors and buyers, these will include an anti-money laundering search, full sanction check, and Politically Exposed Person (PEP) screening. We will need to have sight of a photo ID (e.g. current passport or driving licence) which will be retained on file and used to perform these additional electronic checks, and should be submitted with the signed Terms and Conditions contract.

8.3 We will not engage in any activity, practice or conduct outside the UK which would constitute an offence under sections 1, 2 or 6 of the **Bribery Act 2010 (BA2010)** if it had been carried out inside the UK.

8.4 We will have, and will maintain in place throughout the term of this agreement, our own policies and procedures, including adequate procedures under the BA2010, to ensure compliance with the Relevant Requirements and Clause 8.3, and will enforce them where appropriate.

8.5 We will promptly report to you any request or demand for any undue financial or other advantage of any kind received by us in connection with the performance of our duties under this agreement.

8.6 We will ensure that any person associated with us who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from him terms equivalent to those imposed on us in this clause 8. We will be responsible for his observance and performance of such terms, and will be directly liable to you if he breaches them.

8.7 For the purpose of this Clause 8, the meaning of **adequate procedures** shall be determined in accordance with section 7(2) of the BA2010 (and any guidance issued under section 9 of the BA2010), the meaning of **foreign public official** shall be determined in accordance with sections 6(5) and 6(6) of the BA2010, and whether a person is **associated** with another person shall be determined in accordance with section 8 of the BA2010.

9. CONFIDENTIALITY

9.1 Each of us undertakes that we shall not at any time during the term, and for a period of 5 years after its termination or expiry, disclose to any person any confidential information concerning the business or affairs of the other (or of any member of the group of companies to which the other belongs), except as permitted by clause 10.3.

9.2 Each of us may disclose the other's confidential information —

(a) To our respective employees, officers, representatives or advisers who need to know such information for the purposes of carrying out our respective obligations under this agreement. Each of us will procure that our respective employees, officers, representatives or advisers to whom we disclose the other's confidential information comply with this clause 9; and

(b) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 Neither of us may use the other's confidential information for any purpose other than to perform our respective obligations under this agreement.

9.4 All documents and other records (in whatever form) containing confidential information supplied to or acquired by either of us from the other shall be returned promptly to that other party on termination of this agreement, and no copies shall be kept, whether digitally or otherwise.

10. LIMITATION OF LIABILITY

10.1 If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2 We have obtained insurance cover in respect of its own legal liability for individual claims not exceeding £500,000 per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.

10.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services, including the right to receive services which are as described and supplied with reasonable skill and care.

10.4 Subject to clause 10.3 -

(a) We accept no responsibility for any For Sale board being lost or stolen, or for any loss or damage or loss caused by the For Sale board;

(b) We are not responsible for the maintenance, management, repair, or insurance of the property. It is your responsibility to ensure that the property is adequately secured and maintained when unoccupied;

(c) Our total liability to you in respect of all other loss or damage arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lower of (i) the amount of the commission which would be payable if the property were to be sold at the initial asking price to a prospective buyer introduced by us during the term and (ii) £500,000.

10.5 This agreement assumes you occupy the property for your own residential purposes. If you use the property for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity, unless acting as Executors on behalf of the estate of the named registered title owner.

11. ENDING THE AGREEMENT

11.1 If you entered into this agreement online you have a legal right, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to change your mind within 14 calendar days.

11.2 You do not have a right to change your mind if the particulars indicate that we are to commence marketing the property within the 14 calendar day period.

11.3 If you change your mind and wish to end the agreement when you have the legal right to do so, please let us know by doing one of the following —

- (a) **By Email.** Send an email to enquiries@coomberesidential.com. Please provide your name, home address, the address of the property and, where available, your phone number and email address.
- (b) **By Post.** Write to us at 259 Coombe Lane, Wimbledon, London, SW20 0RH, including details of your name, home address, the address of the property and, where available, your phone number and email address.

11.4 If you are ending the agreement because —

- (a) We have told you about an upcoming change to these Terms and Conditions to which you do not agree (see clause 3.3);
- (b) We have told you about an error in the commission and you do not wish to proceed;
- (c) There is a risk the performance of our obligations may be significantly delayed because of events outside our control;
- (d) We suspend the performance of our obligations for technical reasons, or notify you are going to suspend them for technical reasons, for a period of more than four weeks; or
- (e) You have a legal right to end the agreement because of something we have done wrong; the agreement will end immediately.

11.5 Even if you do not have a legal right to change your mind, and you are not ending the agreement for one of the reasons set out in clause 11.4, you can still end the agreement before a relevant contract has been exchanged, but this will not affect our right to any commission which may become due under clause 8. If no such commission becomes due, we may charge you for any expenses we have incurred before you ended the agreement. If you want to end the agreement in these circumstances, just contact us to let us know. The agreement will not end until 28 calendar days after the day on which you contact us or, if later, at the end of the minimum term.

11.6 We may end the agreement at any time by writing to you if you do not —

- (a) Make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) Within a reasonable time of us asking for it —
 - (i) provide us with information that is necessary for us to perform our obligations; or
 - (ii) give us access to the property to enable us to perform our obligations.

11.7 If we end the agreement in the situations set out in clause 11.6, this will not affect our right to any commission which may become due under clause 8. If no such commission becomes due, we may charge you for any expenses we have incurred before we ended the agreement.

11.8 We may write to you at least 28 calendar days in advance to let you know that we are going to stop performing our obligations. This will not affect our right to any commission which may become due under clause 8 but, if no such commission becomes due, in these circumstances we will not charge you for any expenses we have incurred before we ended the agreement.

12. NOTICES

12.1 Any notice or other communication given to either of us under or in connection with this agreement shall be in writing, addressed to it at its registered office or to such other address as he or it may have specified to the other in writing in accordance with this clause 12.

12.2 Any such notice or other communication shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or by commercial courier, fax or email, and shall be deemed to have been received —

- (a) If delivered personally, when left at the address referred to in clause 14.1;
- (b) If sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting;
- (c) If delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
- (d) If sent by fax or email, one business day after transmission.

12.3 This clause 12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. OTHER IMPORTANT TERMS

13.1 The copyright in all particulars, brochures, photographs and other promotional materials prepared by us or at our direction belongs to us and may not be used or reproduced by you or by any other agent instructed by you without our prior written agreement.

13.2 We may transfer our rights and obligations under the agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the agreement.

13.3 You may also transfer your rights or your obligations under these Terms and Conditions to another person without our written agreement if and only if clause 13.2 is exercised by Coombe Residential Ltd.

13.4 The agreement is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need the agreement of any other person in order to end the agreement or make any changes to these terms.

13.5 Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

13.6 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 this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

13.7 These Terms and Conditions are governed by English Law and you can bring legal proceedings in respect of the services in the English Courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English Courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English Courts.

14. ALTERNATIVE DISPUTE RESOLUTION

14.1 We are a member of The Property Ombudsman and subscribe to its Code of Practice, copies of which are available on request.

14.2 We will always seek to deliver the best possible service but, if you have any cause for complaint, this should be raised with us as soon as possible so it can be resolved quickly and efficiently.

14.3 In accordance with The Property Ombudsman guidelines, our complaints procedure is as follows —

(a) Step 1 – Raise with your Dedicated Agent

In the first instance, please speak to your main contact at our company to try to resolve the issue.

(b) Step 2 – Escalate to the Departmental Manager

Should your main contact at our company be unable to resolve your complaint, he will refer it to his Supervisor.

(c) Step 3 – Refer to the Property Owner Services Department

If the supervisor manager does not resolve the complaint, please put it in writing to our Customer Services Department at 259 Coombe Lane, Wimbledon, London, SW20 0RH or send an email to enquiries@coomberesidential.com. Your complaint will be acknowledged within 3 business days of receipt, and a senior member of staff, or designated complaint handler, not directly involved in the transaction will investigate the complaint. Following the conclusion of his investigation, we will send you a written statement of our final view, and include any offer made. We aim to provide a formal written outcome of our investigation into your complaint within 15 business days of receipt of the original complaint. In exceptional cases, where the timescale needs to be extended beyond this limit, we will keep you fully informed and provide an explanation.

(d) Step 4 – The Property Ombudsman

If our customer services department does not resolve the complaint, you have the right to take it to The Property Ombudsman at Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP (Telephone: 01722 333 306. Fax: 01722 332 296) within 12 months of receiving the written statement of our final view. More information regarding The Property Ombudsman scheme can be found by visiting www.tpos.co.uk.

NOTICE OF RIGHT TO CANCEL

Where you exercise your right to cancel the agreement within the 14 calendar day cooling-off period, and you have not instructed us to begin marketing the property during the period, there will be no charges due and you will be entitled to a full refund of any payments already made.

Where you have instructed us to begin marketing the property during the 14 calendar day cooling-off period, you will still be required to pay us:

- (a) for any reimbursable expenses we have incurred before we receive your notice of cancellation (for example, floor plans, photographs etc.) and
- (b) our full commission if you enter into a relevant contract with any prospective buyer we have introduced before we have received your notice of cancellation, where such contract is unconditional, or becomes unconditional at any time during or within 6 months (or 2 years if no other agent is involved) after we receive your notice of cancellation; even if you cancel the agreement.