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## Just Sold Agency Agreement

### TERMS AND CONDITIONS

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This Agreement, which includes the Agency Agreement Terms and Conditions, sets out the terms and conditions on which Just Sold Ltd (hereafter referred to as “Just Sold”, “the Agent”, “we” or “our”) will act for you in the sale of your Property.

Please read the whole of this Agreement carefully before signing it. If there is anything you do not understand, please ask us. It should be signed by both, you (or a person with authority to act on your behalf) as the Seller of the Property and by one of our representatives.

These terms and conditions cover Just Sold customers in England and Wales.

These terms and conditions, together with the Just Sold privacy policy and the Just Sold cookie policy, and any other terms provided to you by Just Sold set out the terms of the agreement between you and us under which we will provide the Services to you and make available the use of its website, [www.just-sold.co](http://www.just-sold.co) (‘Our Site’), and the Sellers Hub (the “Online Platform”).

When instructing us as agents to sell your property, it is a requirement under the Estate Agents Act 1979 that you understand and accept these terms and conditions.

Just Sold LTD (“Just Sold”) is a company registered in the United Kingdom under company number 12458542 and with registered address at Kemp House, 152-160 City Road, London EC1V 2VA.

Just Sold provides estate agency services to individuals and businesses to facilitate property sales in the United Kingdom (excluding Scotland and Northern Ireland) and operates and owns the website [www.just-sold.co](http://www.just-sold.co).



This section sets out the terms upon which we agree to offer and provide you with the Services.

## **1. Instructing Just Sold**

1.1 As a Seller, when you instruct us, you confirm that you do so with the knowledge, consent and Agreement of each and all of the legal owners and occupiers and those who have an interest in the marketing and/or sale of the Property.

1.2 When instructing Just Sold to carry out the Services, you agree to be legally bound by these Terms and Conditions (and any other documents referred to in them) at the point of instruction at checkout on the Acceptance Date.

1.3 Our acceptance of your instruction is subject to receiving satisfactory verification of the identity of the Sellers and details of the Property.

## **2. Our Services**

2.1 We will provide the Services to Market the Property for sale and help facilitate the eventual sale of the Property.

2.2 We will carry out the Services with reasonable care and skill. We will use our reasonable endeavours to ensure that your Just Sold Agent carries out the Services, with reasonable care and skill.

2.3 We engage with a network of Estate Agents across the United Kingdom (excluding Scotland and Northern Ireland). Your Just Sold Agent will assist in providing the Services in their assigned regions. Customers are assigned to a Dedicated Agent upon booking a Home Visit for their Property. Please note that your Dedicated Agent may be substituted at any point during the term of our Agreement with you.

### **Sellers Hub**

2.4 As part of the Services, you will be granted access to the Sellers Hub where you can: view details of the Property listing; view current and booked viewings in your diary; view offers; and communicate with your dedicated expert.

2.5 It is recommended to regularly check the Sellers Hub account for updates including messages and appointment or viewing schedule in relation to the sale of your Property.



## **Free Home Visit**

2.6 On booking a Free Home Visit you must accept these terms and conditions before our Marketing team visits your property.

2.7 The Just Sold agent will have provided a guide price for marketing the Property for sale. The guide price is based on the Local Just Sold Agent's experience, national and regional trends in the property market, and data obtained from various sources including but not limited to Partner Sites and the Land Registry. Ultimately, it will be your decision (as a Seller) to decide on the Marketing Price to include in the Property Advert. You will be able to amend the Marketing Price by notifying us via phone, email or the Sellers Hub.

At any time during the Marketing Period of your property we shall use our reasonable endeavours to update the Marketing Price on the Sellers Hub, Our Site and any Partner Sites within five days of receiving such notification.

## **Property Advert**

2.8 Your dedicated agent will help create a Property Advert for the Property and upload it to the Sellers Hub. You will have the opportunity to edit or suggest amendments to the Property Advert on the Sellers Hub before going live.

2.9 You are responsible for ensuring that all information relating to the Property in the Property Advert is accurate, current and in no way misleading (please refer to the section headed 'Description of the Property' in these terms and conditions, below).

## **Marketing**

2.10 We will advertise the Property for sale on Our Site and any Partner Sites that we consider to be the most effective at securing interest in the Property from prospective Purchasers for the duration of the Marketing Period. We reserve the right to withdraw the advertisement and marketing of the Property from Our Site and/or Partner Sites at our absolute discretion.

2.11 Third party websites such as Partner Sites are subject to change and we do not guarantee the continued presence of the Property on any individual website.



## Viewings

2.12 It will be your sole responsibility to conduct viewings for prospective Purchasers and we assume no responsibility in this respect unless you have chosen to include Accompanied Viewings as part of your Just Sold marketing plan or purchased them as an Extra Service.

## Offers

2.13 We will provide you (via the Sellers Hub and/or by email) with written confirmation of all offers received from prospective Purchasers as soon as an offer has been Qualified or otherwise within 48 hours of receipt.

2.14 You will be able to view all offers in the Sellers Hub. We will negotiate all offers on your behalf.

2.15 Upon agreeing the sale of the Property with any Purchaser, you must promptly provide us with the contact details of your instructed conveyancer or solicitor and your mortgage provider. If your instructed conveyancer, solicitor or mortgage provider changes before Completion, you must promptly provide us with the updated contact details of your instructed conveyancer or solicitor.

2.16 You confirm that once we receive confirmation that an offer for the sale of the Property has been accepted and the Memorandum of Sale has been signed by both parties, we can automatically forward your details and the details of the prospective Purchaser to the conveyancer or solicitor who you have instructed.

2.17 If an offer for the sale of the Property has been accepted your dedicated Just Sold agent will assist with any post Sales Support up to the Completion of the sale of the Property. You hereby consent to us contacting your conveyancer, solicitor and mortgage provider and those of the prospective Purchaser and any other parties involved directly or indirectly in the sale of the Property.

2.18 We will take reasonable steps to ensure that all parties are informed of any changes or developments in the sale of the Property, however, you are ultimately responsible for ensuring all parties are aware of any changes or developments. We accept no liability for any loss arising as a result of such communications between the parties.

2.19 In the event that a sale of your Property does not complete, we will resume marketing the Property.



## Reviews

2.20 Your Just Sold Agent may contact you if you have not received an offer within the first four weeks of the Marketing Period to discuss marketing options and provide you with recommendations to help Market the Property more effectively and to review your Property Advert. You are under no obligation to follow these recommendations however you will be required to engage with us and your dedicated agent in goodwill discussions. If the Property remains unsold, we and/or your Just Sold Agent may contact you regularly to offer further recommendations to help Market the Property more effectively.

2.21 If your Just Sold Agent receives consistent feedback from prospective Purchasers that suggests the Marketing Price is too high to result in a sale or if the Property receives little interest from prospective Purchasers, your Agent will contact you to review the Marketing Price of the Property.

## 3. Concierge Services

### Extra Services and Extra Products

3.1 You may choose to purchase or opt-into one or more of the Extra Services and/or Extra Products below in addition to the Services provided in your Just Sold Marketing plan:

#### Accompanied Viewings

3.1.1 If you would like Just Sold or Just Sold's appointed viewing agents to conduct viewings at the Property during the Marketing Period you may purchase the Accompanied Viewings Extra Service at additional cost following acceptance of these terms and conditions. Please note that Accompanied Viewings must be paid for upfront.

3.1.2 It is your responsibility to provide sets of keys to your Just Sold Agent for all lockable doors and cupboards within the Property.

3.1.3 You must ensure that your Just Sold Agent has access to the Property at the date and time of any arranged viewings.

3.1.4 You must ensure that the Property is in a safe condition and prepared for any and all viewings.

3.1.5 Should you fail to provide access to the Property for viewing on multiple occasions, Just Sold reserves the right to cancel this Agreement.



## **Zoopla Premium Listing**

3.1.6 A Zoopla Premium Listing is an Extra Add-on that may be purchased at additional cost when instructing Just Sold following acceptance of these terms and conditions. The premium listing is fulfilled by our Partner Site, Zoopla and you should refer to Zoopla for more information about the product. This Extra Product is non-refundable. Please note that a Zoopla Premium Listing may be included as standard in certain Just Sold Marketing plans and this will be stated clearly.

## **Enhanced Photography**

3.1.7 Enhanced Photography is an Extra add-on service that may be included in some of our Marketing Plans. The Enhanced Photography will be carried out by a third party Marketing team.

3.1.8 You acknowledge and agree we will share your personal data (including your contact details) with such third party provider.

3.1.9 We will place an order with the provider who will liaise directly with you to arrange a suitable time to take images of the Property. You must notify the provider directly if for any reason you are not available at the agreed time. If the provider attends the appointment but is unable to enter the Property at the agreed time, or if you cancel the appointment on the same day, you will be liable for the cost of any subsequent visit by the provider.

## **'For Sale' Boards**

3.1.10 You will have the option to include a For Sale board as part of Just Sold's Marketing plans. If chosen, you give permission for us to arrange for a 'For Sale' board provider to erect one 'For Sale' board at the Property.

3.1.11 The 'For Sale' board shall belong to us and we will arrange for the board to be collected at such time when the Property sale is Completed, the Property is withdrawn from the Market, at the end of the agreed Marketing Period, or following cancellation of the Agreement, whichever is the sooner.

3.1.12 It is your responsibility to ensure that the 'For Sale' board is removed from public display no later than 14 calendar days after the sale of the Property, and kept safe and secure for collection by us or the provider.



3.1.13 The erection of a For Sale board is subject to the ‘Town and Country Planning (Control of Advertisements) Regulations 2007’. In certain circumstances, despite your request for us to do so, we may not be able to erect a For Sale board under these laws.

### **Energy Performance Certificate (‘EPC’)**

3.1.14 Pursuant to the Energy Performance of Buildings (England and Wales) Regulations 2012 it is a legal requirement for you to have a valid EPC for the Property or to have commissioned an EPC before we can Market the Property.

3.1.15 You can commission an EPC from one of our nominated partners by purchasing it at additional cost through our Just Sold Concierge service.

3.1.16 You acknowledge and agree that in purchasing this Extra Service, we will share your personal data (including your contact details) with such third-party provider.

3.1.17 We will place an order with the provider who will liaise directly with you to arrange a suitable time to carry out the survey. You must notify the provider if you are not available at the agreed time. If the provider attends the appointment but is unable to enter the property at the agreed time, you will be liable for the cost of any subsequent visit by the provider.

### **How to purchase Extra Services and Extra Products**

3.18 You may purchase one or more of the Extra Services and/or Extra Products above (in addition to the Services provided in your Marketing plan) either as part of your original order or as a subsequent purchase. If you make a subsequent purchase, that purchase will constitute a variation to your contract with us and will be governed by the terms and conditions of this Agreement.

### **Third Party Services**

3.19 We offer all Sellers and prospective Purchasers an introduction to our selected partners who offer additional services such as additional marketing services, home staging surveys and conveyancing, etc. It is entirely the Sellers and prospective Purchasers decision on whether they wish to be introduced and then instruct any of our selected partners. Should you choose to instruct any of our selected partners, you should know that we would receive a commission/referral fee from our selected partners for recommending Sellers and prospective Purchasers.



As these fees vary upon the instruction, you can request details about the specific referral fee from your Just Sold Agent or by emailing [support@just-sold.co](mailto:support@just-sold.co). You acknowledge and agree that any relationship between you and a third-party supplier is by separate agreement and Just Sold shall have no liability to you for the additional services provided by such third parties.

#### **4. Our Marketing Plans**

##### **No Sale No Fee**

4.1 By accepting these terms and conditions, you instruct us to market your Property and we shall continue to market the property until either you or we cancel this Agreement in accordance with Clause 6.

4.2 You will be liable to pay the Just Sold Fee, in addition to any other costs or charges agreed, including any administrative costs incurred in collecting the unpaid Just Sold Fee, if at any time unconditional contracts for the sale of the Property are exchanged with a purchaser introduced by Just Sold.

4.3 You must give your conveyancer the authority to pay Just Sold on completion if you select our No Sale No Fee marketing plan.

##### **Pay Upfront**

4.4 If you wish to Pay Upfront you will be required to provide us with your credit card, debit card or PayPal details and we will obtain approval for an amount up to the amount of the transaction and debit that amount from your card. Billing occurs at the time of your transaction.

4.5 If you decide to select our Pay Upfront plan then you will be liable to pay for your chosen plan on instruction.

4.6 We reserve the right to charge you our fee, or a proportion of it, for the services provided by Just Sold if you agree to a sale through any other estate agent from a purchaser who had initially been introduced by Just Sold.

4.7 On selecting Just Sold's Pay Upfront marketing plan, you are obliged to pay our fee when you accept our terms and conditions and prior to the commencement of our Services, and this obligation shall remain whether or not the Property is sold directly or indirectly as a result of the provision by us of the Services under this Agreement.





## Pay Monthly

4.8 Application for Pay Monthly is only available to customers using our conveyancing partners, Premier Property Lawyers, as their conveyancer.

4.9 Please note that payments will be taken on a monthly basis whether or not your property has been sold.

4.10 Please note that if your property sale doesn't complete, you will still be required to pay disbursement costs.

4.11 When applying for Pay Monthly, our partners; PayItMonthly will conduct a 'soft' credit check

4.12 Your first payment will be taken on the first working day of the month after four weeks have passed.

4.13 You will be required to pay a small portion of your chosen Marketing plan upfront. For example, if purchasing our Premium plan for £395, you will be required to pay £95 upfront. If purchasing our Premium plus plan for £495, you will be required to pay £150 upfront. If purchasing our Avantgarde plan for £695, you will be required to pay £245 upfront.

4.14 There's no requirement to put down a deposit, and no interest will be charged. The fixed monthly payments will be collected by our finance partner, Pay It Monthly, from your chosen bank account by Direct Debit for three, six or ten months.

4.15 In order to be successful in your application for Pay Monthly, you must meet the following criteria to be eligible:

- UK resident
- 18 years or older
- Full Address history for previous 3 years
- Current Full time/Part time employment
- Valid phone number
- Valid email address

A decision will be made straight away, and everything can be completed online. If you are not eligible for Pay Monthly plan then Just Sold's other marketing plans options are still open to you.



4.16 Should you wish to cancel or withdraw any Products and Services you may do so at any time. However, under no circumstances will any refund or credit be made in respect of Advertised Rates. You can withdraw your advert at any time by emailing [support@just-sold.co](mailto:support@just-sold.co) or get in touch on 0800 612 7653.

4.17 As part of our Smooth Sale Guarantee, we offer all customers a Lifetime Fee Guarantee, meaning if you do decide to cancel or withdraw your property, we will happily remarket it for you in the future at no extra cost - applicable for Pay Upfront or Pay Monthly plans.

4.18 In the event that you cannot keep up with your repayments, your plan will be switched from Pay Monthly to No Sale No Fee, priced at £995. The amount you've already paid in monthly repayments, if any, will be deducted from the total marketing fee of £995, which would then only be payable if Just Sold were to achieve a sale for your property.

## **5. Just Sold Fee**

5.1 The Just Sold Fee for our Marketing plan you have chosen appears at the bottom of these terms and conditions and in the contract which will be sent to you following the acceptance of these Terms.

5.2 Just Sold's Fee is a fixed fee that will not increase whatever sale price is agreed with the Purchaser at Completion.

5.3 You should refer to clause 4 for further details for when Just Sold's Fee is payable.

5.4 You agree to notify us promptly on the occurrence of each of the following events, including details relating to the parties involved and the timing:

- a. you agree to the sale of the Property with any Purchaser;
- b. unconditional contracts for the sale of the Property are exchanged; and
- c. upon Completion of the sale of the Property.

Upon exchange of contracts on your Property, we have the right to remove the Property from the Sellers Hub, Our Site and all Partner Sites.

5.5 You must promptly provide us with the contact details of your instructed conveyancer or solicitor as soon as they are instructed and by no later than ten business days prior to the expected date for exchange



of unconditional contracts for the sale of the Property. If your instructed conveyancer or solicitor changes at any time before Completion, you must promptly provide us with the updated contact details of your instructed conveyancer or solicitor.

5.6 We will raise an invoice for the Just Sold Fee in respect of the sale of the Property upon production of the Memorandum of Sale and shall be payable at Completion of the sale of the Property. You hereby agree to pay the Just Sold Fee immediately in accordance with this Clause 5. Any failure to pay the Just Sold fee may result in Just Sold instructing a third part(y)/(ies) to take steps to collect the overdue debt.

5.7 You give us authority to submit our invoice, the Just Sold fee and any other amounts due to us to your instructed conveyancer or solicitor following exchange of contracts and you further warrant that you shall give authority to and instruct the conveyancer or solicitors acting on your behalf on the sale of the Property to pay the Just Sold Fee to us immediately upon Completion.

5.8 If the Property is part exchanged with other premises, the Just Sold Fee will be payable in full on the day that Completion takes place.

5.9 If the Seller of the Property is more than one person, all such persons will be liable for payment of the Just Sold Fee and other such amounts owing under this Agreement and such liability will be joint and several, meaning that we may apply to any of the persons who are Sellers to individually pay the full sum owing in fees costs and any agreed expenses.

5.10 You will not be liable to pay Just Sold's Fee where a Purchaser is an Existing Prospective Purchaser who has previously expressed an interest in purchasing your property, prior to you accepting these terms and conditions; having notified Just Sold of the name and addresses of that prospective Purchaser at the time of signing this agreement.

5.11 If you have cancelled the contract and instruct another estate agent to sell the Property, you shall remain liable to pay the Just Sold Fee if a Memorandum of Sale is issued by another agent to a Purchaser that we have introduced within 6 months of the date this Agreement was terminated and where a subsequent exchange of contracts takes place with that Purchaser. If no estate agent is involved in the transaction this time limit shall extend from 6 months to two years.

5.12 The Just Sold Fee and our marketing plans are based on the marketing and promotion of one property. If you want us to market multiple properties, a separate agreement will need to be entered into and a separate fee will be payable for each property.



## **Concierge Services and Extra Fees**

5.13 Just Sold's Extra Fees will vary depending on which products and services you order and can be found on Our Site. You can purchase additional Extra Services and/or Extra Products at any time during the Marketing Period using our concierge service on our site.

5.14 Any extra Fees for Extra Services and Extra Products will be payable immediately on purchase unless such Extra Service and/or Extra Product is included as standard on your Just Sold Marketing plan.

5.16 If you cancel this Agreement in accordance with Clause 6 and you have purchased any additional Extra Services and/or Extra Products you may be entitled to limited refunds in respect of a Extra Fees.

## **6. Duration and Cancellation**

### **Your right to cancel**

6.1 You can cancel this Agreement at any time by sending us your decision in a clear statement by letter, post or email.

6.2 We may amend or withdraw any or all of the Services, Extra Services or Extra Products by writing to you and providing at least 14 calendar days' notice in advance of such amendment or withdrawal. Upon receiving our notice to you of the amended or withdrawn Services, you shall have the right to terminate this Agreement, which should be sent in writing to us confirming that you wish to end this Agreement.

### **Just Sold's right to cancel**

6.3 We may terminate this Agreement at any time by providing you with 7 days' notice.

6.4 We may terminate this Agreement with you at any time in writing if you do not, within ten business days of the Agreement Date, provide us with information that it necessary in order for us to provide the Services in full (including but not limited to information requested to verify your identity and your ownership of the Property and evidence that a valid EPC certificate exist or has been commissioned).

6.5 In the rare circumstance, if we discover that you have breached your warranties at Clause 8.6 and we subsequently decide to terminate this Agreement, you shall be liable to pay us liquidated damages (plus administration costs for recovery) of £250 to cover the costs that we have incurred in performing services for you under this Agreement. You agree that these damages are a genuine pre-estimate of the minimum



likely costs that we have incurred, and are not a penalty. The payment of such liquidated damages does not exclude our right to bring a further claim for general damages if we have suffered further losses.

6.6 For the avoidance of doubt, a change to the Just Sold Agent or the Marketing Price does not constitute an amendment to this Agreement.

## **7. Limitation of Liability and Indemnity**

7.1 We do not exclude or limit in any way liability for death or personal injury caused by our negligence or the negligence of our Associates, fraud or fraudulent misrepresentation; or breach of any terms implied by the Supply of Goods and Services Act 1982.

7.2 If we fail to comply with these terms and conditions, our liability to you shall not exceed the price you have paid for the Services and if you have not paid for the Services, our liability shall not exceed £1,000. Our liability shall not in any event include business losses such as loss of data, loss of profits, loss of contracts or business interruption.

7.3 We will not accept any responsibility for any damage or loss suffered as a result or in connection with the placing and erection of the 'For Sale' board on your Property.

7.4 We do not accept any responsibility for any loss or damage caused by a prospective Purchaser visiting the Property.

7.5 You agree that it is your responsibility to ensure the safety of any prospective Purchaser visiting your Property, and we do not accept any liability in this respect.

7.6 Due to the nature of the Services, we do not guarantee that you will receive viewings requests, receive an offer or ultimately complete the sale of the Property. We will not be liable for any losses, claims, damages, costs or expenses suffered or incurred by you or any other person should the Property not sell.

7.7 You agree that you will indemnify us and/or our Associates, and keep us and/or our Associates indemnified, from and against all direct costs, expenses, damages and losses, which may be suffered or incurred by us in connection with any third party claim made against us arising as a result of the Seller's breach of this Agreement or its legal responsibilities.

## **8. General**



## **Description of the Property**

8.1 It is your legal responsibility to disclose any information you are aware of that relates to the Property in a clear, intelligible and timely manner and you agree to comply with this responsibility. You will provide information that is accurate and not misleading and you must not omit to disclose anything material that may impact on the average consumer's transactional decision in relation to the Property. If the Property is a leasehold property you must provide details of service charges, ground rent, the length of years remaining on the lease, and any special conditions relating to the lease.

8.2 Once we've created your listing we will provide you with a set of particulars to confirm that you are happy to approve for the advert to go live on the market. By approving the particulars, you acknowledge and agree that it is your responsibility to check your Property Advert in its totality and notify us of any incorrect or missing information prior to the Property being listed on the Market. If at any time you become aware of any such incorrect or missing information while the Property is listed on the Market you must notify us immediately.

8.3 If you feel that any marketing material promoting the Property is not accurate or is misleading, you must contact us immediately. We will review the relevant material as soon as is practicable and take such action as is necessary to amend the material. You acknowledge that material promoting the Property is subject to change at any time.

8.4 If we are notified or made aware of information or material provided by you that infringes a third party's intellectual property rights we have the right to remove the Property from Our Site and Partner Sites immediately.

## **Existing Prospective Purchaser**

8.5 You must inform us of any Existing Prospective Purchaser known to any Seller in writing to [hello@just-sold.co](mailto:hello@just-sold.co) prior to accepting these terms and conditions including the address of the Property being sold and clearly stating the full names and addresses of each Existing Prospective Purchasers.

## **Your Obligations**

8.6 You warrant and undertake that you:

- a. have entered into the Agreement in good faith and with a genuine desire to engage us to sell your Property;
- b. are the sole owner or joint owner of the Property;



- c. have the necessary authority, power and capacity to instruct us to list the Property for sale from all owners of the property and will provide evidence of such if required to do so by us;
- d. own or are licensed to use any and all intellectual property rights in any content uploaded onto Our Site or the Sellers Hub and that any such content does not infringe any third party's intellectual property rights;
- e. will cooperate with any reasonable security checks or requests for information made by us from time to time;
- f. will notify us if you are not the legal owner of the property you have instructed us to sell or if you are acting on behalf of a company or trust;
- g. you are allowed to advertise with us at the same time if the Property is being advertised by another estate agency. If you instruct us to advertise the Property and subsequently find that this puts you in breach of your other agent's terms of contract then your listing can be stopped provided you give us at least 48 hours' notice in writing but you will be liable for any costs incurred by us up to that date.
- h. will provide Just Sold with such information and materials as Just Sold may reasonably require (including a home owners report) in order to provide the Services and that such information is in compliance with Clause 8.1 of these Terms and Conditions; and
- i. will commission an EPC for the Property prior to the marketing of the Property if a valid certificate does not already exist. If a valid EPC does exist you will provide a copy to us within ten business days of the Agreement Date.

### **Information Provisions**

8.7 We must carry out due diligence on all customers and you agree to provide us with any documentation that we may require for these purposes. In the event that we are unable to verify your identity and cannot comply with our obligations under the Money Laundering Regulations 2017, we shall be entitled to terminate the Agreement with you immediately, without notice or liability to you, and cease to provide the Services with immediate effect. We may also have to cease to act without explanation in certain circumstances and we will not be liable to you for any liabilities losses, costs or expenses suffered by you in such circumstances.

### **Application of these Terms**



8.8 Neither you nor we exclude our liability for misrepresentation. If we already have an Agreement with you and we enter into another agreement in relation to the same subject matter, the new agreement will supersede and replace this Agreement.

### **Referrals and Introductions**

8.9 Any person can introduce or make referrals to us, verbally or via email or any referral scheme. If a person introduced or referred to us subsequently purchases a Just Sold marketing plan from us then this could be subject to an incentive which could include, for example, vouchers or Extra Service(s) or Extra Product(s) (at the sole discretion of us). Authorised referral incentives are subject to their own specific terms and conditions.

8.10 Any person referred or introduced to us will have the right to opt-out of email campaigns upon receipt of their first email (or subsequent emails).

### **Complaints**

8.11 Any complaints about the Services must be made in writing and sent to us via email at [complaints@just-sold.co](mailto:complaints@just-sold.co). Any such complaints will be dealt with swiftly and professionally.

### **Just Sold's Proprietary Rights**

8.12 You acknowledge and agree that we and/or our licensors own all legal right title and interest in and to Our Site and the Sellers Hub.

### **Applicable law**

8.13 The Agreement is governed by English law, and we agree to submit to the exclusive jurisdiction of the English court

### **Appendix 1 - Definitions**

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





**'Acceptance Date'**

means the date on which you accepted these terms and conditions;

**'Associates'**

means directors, employees, sub-contractors and agents of Just Sold

**'Extra Products'**

means any products offered and provided by Just Sold and/or another designated third party

**'Extra Services'**

means any services offered and provided by Just Sold (or another designated third party) which are part of our concierge services

**'Completion'**

means the date on which the legal transaction of the sale of the Property is complete;

**'Existing Prospective Purchaser'**

means a person who has expressed an interest in purchasing the Property to the Seller during the 3 month period immediately prior to the date of this Agreement;

**'Just Sold Agent'**

means the person(s) representing Just Sold to conduct Accompanied Viewings (as more specifically set out in the section headed 'Extra Services and Extra Products') and other related services in respect of the Property;

**'Market' or 'Marketing'**

means the Property is listed for sale on Our Site and/or is listed on any Partner Sites by Just Sold

**'Free Home Visit'**

means the service provided by Just Sold's marketing team who will visit your property to compile photos, floor plans and an Energy Performance Certificate along with a guide price for the sale of the Property;

**'Marketing Price'**

means the asking price for the Property to be agreed between the Seller and Just Sold

**'Memorandum of Sale'**



means the document that is signed by both the Purchaser and Seller confirming the terms of an offer for the purchase of the Property which has been accepted, where both parties agree to proceed with the formal aspect of the sale;

**'Partner Sites'**

means Zoop, Prime Location and any other website that Just Sold decides to partner with to promote the Property from time to time;

**'Property'**

means the residential property in the United Kingdom (Excluding Scotland and Northern Ireland) that you have asked a Just Sold to advertise for sale;

**'Property Advert'**

means a written description, a floorplan, the photographs the Property taken by a Just Sold, or by yourself, which are used to Market the property;

**'Purchaser'**

means the person(s) purchasing the Property;

**'Qualified' or 'Qualification'**

means taking reasonable steps to find out from a prospective Purchaser the source and availability of their funds for buying the Property with such information to include whether the prospective Purchaser needs to sell a property, requires a mortgage, claims to be a cash buyer or any combination of these;

**'Seller'**

means the owner(s) of the Property or the person(s) who is entitled to sell the Property;

**'Services'**

means the estate agency services provided by Just Sold which will include as a minimum: the creation of a Property Advert, Marketing of your Property on Our Site and selected Partner Sites (all as more specifically details below and on Our Site), assistance in the negotiation of any offers (as requested) and assistance in progression of the sale of the Property through to Completion;

**'Sellers Hub'**

means the interactive facility on Our Site where you can view details of the Property listings, diary appointments and availability and offer letters through a dedicated account;



**‘Just Sold Extra Fee’**

means the fee due to Just Sold for providing the Extra Services and Extra Products to you (as advertised on Our Site);

**‘Just Sold Concierge Services’**

means the Services and any optional extras as identified on Our Site that may be included in the fixed fee that you have selected as part of the ordering process;

**‘Our Fee’**

means the fee payable to Just Sold for the chosen marketing plan and any extras included;

**‘Zoopla’**

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*End of appendix 1*