

Terms and Conditions

Lettings

Our Let Only, Let Plus and Fully Managed letting packages will be subject to our written contracts which we shall agree with you at the time of your instructions. Our Self Let package is subject to the below Sales Terms and Conditions which should be read in conjunction with our Terms of Use.

Sales

All our sales packages are subject to the below Terms and Condition which should be read in conjunction with our Terms of Use.

Sales Terms and Conditions

1. Acceptance of Terms - By using the service as provided by Kuboo, the user agrees to these terms and conditions.
2. Policy - It is the policy of Kuboo to carry out a service that is fair, accurate and credible to all of its clients.
3. Consent - In agreeing to our terms and conditions and using our service, you confirm your compliance with the following statements:
 - 3.1 You are the legal owner of the property with the sole right to sell. Alternatively, you have the legal right via power of attorney to act on behalf of the property owner.
 - 3.2 You will agree to provide details that are truthful and accurate, thus ensuring that any material listed about your property is not misleading in any way.
 - 3.3 You will agree, where you supply your own photographs and floorplans we require these to be accurate.
 - 3.4 To ensure compliance with the Property Misdescriptions Act 1991 and to ensure that neither Kuboo nor yourselves become involved in any legal action, you must inform Kuboo immediately of any incorrect information within the material listed from the start.
 - 3.5 Any amendments that you make to your property listing will be fully vetted by Kuboo and if we feel they are not valid they will be changed without notice.
 - 3.6 You give consent to Kuboo to advertise your property details.
 - 3.7 Your property will be advertised as soon as we approve your property details and payment is received.
 - 3.8 You give your consent to be contacted by Kuboo to enable us to notify you of buyer interest and/or Kuboo.co.uk originated information.
 - 3.9 You have confirmed the details and implications of any existing contract that you may or may not have with any other interested party, e.g., an estate agent.
 - 3.10 You will only publish the details of one property per each paid listing.
 - 3.11 You must provide an EPC or have proof that an EPC is on order, your property listing will not go live until there is a valid EPC.
4. Cancellation
 - 4.1 If for any reason you decide that you do not require the services of Kuboo within the period of 24 hours after the online payment is placed; we offer a full refund of payment. This cancellation notification must be sent via email, and received during the initial 24 hours.
 - 4.2 In the event of cancellation we will provide a full refund and your payment will be credited within 14 days of the cancellation.
 - 4.3 There will be no refund paid on the grounds that there is a temporary or permanent loss of service in any circumstance.
5. Accuracy & Liability
 - 5.1 Kuboo are not responsible for the accuracy of those details and images listed in reference to each property. This responsibility lies solely with the client, and it is a requirement of our clients to give truthful and accurate details about their property listing. We cannot be liable for any inaccuracies that may lie within any listing.
 - 5.2 It is imperative that property details are correct as Kuboo reserve the right to remove and/or amend the details given by our clients if we deem them to be false or misleading to visitors to our website.
 - 5.3 Kuboo will regularly check all property listings, and amendments may be made to correct any errors that may have occurred.
 - 5.4 Where a representative of Kuboo visits your property we will check all details of your property listing, amendments will be made to correct any errors.
 - 5.5 Kuboo cannot accept liability for faults or errors to property listings on property portals, e.g. Rightmove, Zoopla, PrimeLocation etc. We will, however, ensure that any problem is rectified in a timely manner

from the time when it has been brought to our attention.

- 5.6 There are no circumstances in which our liability will exceed that of the payment made by the client.
- 5.7 Regarding the price of your property, we can advise on valuations from the data we have which is pulled in from various sources such as Rightmove and Land registry and takes into account national and regional trends in the housing market, however the price at which you decide to market your property will be solely down to your choice.
6. Property Boards
 - 6.1 Our professionally produced property boards are part of our packages and should reach you with 5 working days, these are delivered and erected by our nominated national board contractor.
 - 6.2 If it is the case that a board arrives in a faulty condition, a replacement board will be sent out. A replacement will not be given for accidental damage and a £30 charge will apply.
 - 6.3 It is the responsibility of the client to check with their local authority for policies/restrictions relating to the display of property boards.
7. Pricing Structure
 - 7.1 All prices shown on this website are accurate. They are exclusive of VAT and there are no hidden extra costs. Kuboo reserve the right to alter or change any pricing or the content of our packages at any time without any prior notice.
 - 7.2 We have taken great steps to ensure that our pricing is competitive within this marketplace, and are extremely confident that our website, service and strategies serve our clients to the highest standard.
8. Client Responsibilities
 - 8.1 The client is responsible for paying for their selected package before their property will be listed. Upfront fees are paid to Kuboo. All fees are to be paid in accordance with the package you have selected, additional fees will be payable on packages 3 & 5 if Kuboo can show that the buyer of your property has been introduced by Kuboo or registered with an account on Kuboo. If during your property listing you have sold your property by other means, Kuboo have the right to ask for full disclosure of the purchasers details to make these checks. If Kuboo can prove that the purchaser was a member of Kuboo you will be liable to pay the agreed amount based on your original chosen package. If the purchaser has not come via Kuboo you will not be required to pay any further fees and no refund will be given for upfront fees already paid. By choosing any of the packages, Kuboo will be instructed by you upon a multi agency basis for the duration of the property listing.
 - 8.2 Under packages 3 & 5 where a final fee is due upon the sale of the property, we shall invoice your solicitor following legal exchange of contracts, payment will be made from your solicitor at the time of legal completion.
 - 8.3 If you have a contractual agreement with an estate agent or any other party, you are solely responsible for adhering to the terms within this. Kuboo will not be responsible for any breach of such a contract. It is your responsibility to ensure you are allowed to list your property with us at the same time. If you list with us and you are not allowed to within your other agents terms of contract then we can stop your listing with us within 24 hours, but you will not receive any refund. While you are listing with more than one agent, you will be subject to our fees and if the other agent sells your property they will be entitled to their fee under their contract.
 - 8.4 The client is required to arrange and conduct the viewings themselves for their listed property. In most cases viewings will be made online via our automated viewing tool. Viewings requested through Rightmove, Zoopla etc will automatically link up with this functionality. Applicants requesting to make a viewing via the telephone will be directed to automate their viewing. Once a viewing has been arranged, the conformation email to both the vendor and the applicant will list the property address, the time of the viewing, both parties and their respective contact details (name and phone numbers). After conformation has been sent to both parties, Kuboo have no responsibility if either party (applicant or vendor) do not show up for a viewing.
 - 8.5 The client agrees to contact Kuboo to advise them of any changes to the status of their property, e.g. sold or taken off the market. This will enable potential buyers to have accurate information about the property, and will also stop any unnecessary interest.
 - 8.6 Kuboo.co.uk is a website that solely deals with residential property, and therefore, the client is prohibited from advertising any other form of property.
 - 8.7 Kuboo cannot accept responsibility for damage, maintenance or repair of unoccupied properties during marketing or once the sale has been agreed.
9. Kuboo Responsibilities
 - 9.1 We will endeavour to supply a property board within 5 working days of receipt of payment for your listing. This is subject to any delays that would be out of our control regarding our national board contractor.
 - 9.2 The property listing will appear on the Kuboo.co.uk website and appropriate property portals within 24 hours of us approving the clients property details.
 - 9.3 All necessary steps have been taken to ensure that the Kuboo.co.uk website is up and running 24 hours a day, 365 days per year. Any updates that may be required will be undertaken with the minimum amount of disruption possible and as such we reserve the right to take the site offline to accommodate this.
 - 9.4 We will respond to all enquiries and viewing requests as soon as possible.

- 9.5 The publication of your property on the appropriate property portals, eg Rightmove, Zoopla, PrimeLocation etc is potentially subject to amendment or cancellation without notice. This is due to the fact that the property portals may impose changes, and as such we cannot guarantee unlimited publication with them.
10. Money Laundering
- 10.1 Under the Proceeds of Crime Act 2002 and the Money Laundering Regulations Act 2003, we are required to obtain satisfactory evidence of identity for all new clients, we will require a copy of a current passport or driving licence. This must be supported by proof of current address which can be verified by an official document such as a utility bill or mortgage statement.
- 10.2 Generally Estate agents are subject to all the reporting requirements, as online agents we are compliant with the regulations. We are therefore obliged to report any suspicions we have relating to money laundering or proceeds of criminal activity. We are also required to report any cash receipts of £10,000 or more.

Surveying Services

1. The service - The client engages the surveyor to provide one of the following services – RICS HomeBuyer Report or the RICS Building Survey (See Appendix A for the Description of the RICS HomeBuyer Service and the Description of the RICS Building Survey Service – these include the standard terms of engagement; and the RICS Home Surveys Suite), for the Valuation or Building Survey these Terms and Conditions apply which should be read in conjunction with Appendix B.
2. The surveyor who provides the service will be a chartered surveyor, who is competent to survey, value and report upon the property, which is subject to these terms and any additional terms agreed.
3. Before the inspection if appropriate the client will inform the surveyor of the agreed purchase price for the property and of any other concerns they may have about the property.
4. Fees and Charges - The client agrees to pay the agreed fee and any other charges agreed in writing.
We require payment in full prior to work commencing. Exceptions being where we charge a daily or hourly rate, where this applies we will invoice on completion of business but reserve the right to interim invoicing. All fees are subject to VAT @20%. We accept payment by cash, cheque, and all major debit and credit cards. Cheques need to be cleared before work commences.
5. Cancellation - In the case of cancellation, the surveyor will refund any money paid by the client, except for expenses reasonable incurred. The client will be entitled to cancel the contract by notifying the surveyor's office at any time before the day of inspection.
The surveyor will be entitled not to proceed with the provision of the service (and will so report promptly to the client) if, after arriving at the property, concludes that it is materially different from that described during the initial enquiry.
6. For the cancellation of the service, 48 hours notice is required in writing before the date of the inspection, a full refund of any monies paid will be returned, with no cancellation fee. If 48 hours is not adhered to then any money paid will be refunded minus our 5% cancellation fee.
7. Confidentiality and Liability - The report is private and confidential, and is prepared solely for the use of the aforementioned client, on the understanding that it will not be sold, assigned or in any way used by a third party. Where the interests of more than one party are involved, we shall assume that any one of them is entitled to instruct us, and will be responsible for the instructions given and for our fee charges.
No information from clients (unless already in the public domain) will be further disclosed without strict authority. We use e-mail routinely to communicate and, whilst we have normal levels of security in place, you accept the risk that e-mail communications are not secure.
8. Conflicts of Interest - Any fiduciary interest, personal relationship, commercial relationship or interest in Kuboo will constitute a conflict of interest. If such a conflict of interest exists then the impartiality could be compromised, in such a situation, then it will be declared to all the appropriate parties. In this case Kuboo may not be able to carry out the surveying service, we would offer to stand down and to then allow the parties to make an informed decision about how to proceed. We may recommend an alternative surveyor.
If a potential or actual Conflict of Interest comes to the Surveyors notice at any stage of the process. It should be noted that if withdrawal is due to something the Client or their agent's could have prevented, then the Surveyor reserves the right to charge a fee, pro rata, for the abortive work.
9. Complaints – The Company operates a formal complaints handling procedure in the event of a dispute/complaint. A copy of our complaints procedure is available on request.
10. Files and Records - We retain ownership and copyright of all documents which we originate, except for items delivered as part of our service, such as valuation reports. We shall otherwise be entitled to retain all files and papers, subject to settlement of our fees and outlays.

Appendix A

RICS Home Survey Suite –

<http://kuboo.co.uk/RICS%20Home%20Survey%20Suite.pdf>

RICS Building Survey –

<http://www.rics.org/Global/RICS%20Building%20Survey%20%20Description%20and%20standard%20terms%20of%20engagement.pdf>

RICS HomeBuyer Report –

http://www.rics.org/Global/Downloads/RICS_HomeBuyer_Report_2010_description_and_terms_of_engagement.pdf

Appendix B

Building Survey – Standard terms of engagement

General Terms

1. Introduction

- a) This document sets out the contractual terms upon which the surveyor will advise the client by means of a written report as to his or her opinion of the visible condition and state of repair of the property.
- b) The individual carrying out the inspection and providing advice will be a chartered surveyor.
- c) The surveyor will use all of the care and skill to be reasonably expected of an appropriately experienced chartered surveyor.

2. Content of the Report

In accordance with these terms the surveyor will report upon:

- a) The main aspects of the property including assessing the site/location, the design, structural framework, fabric and services.
- b) The grounds, boundaries and environmental aspects considered to affect the property.
- c) Any requirements for further investigation arising from the inspection.

3. Delivery of the Report

- a) The report is to be delivered by the date agreed or at such later date as is reasonable in the circumstances.
- b) The surveyor will send the report to the client's address (or other agreed address) for the sole use of the client. The client agrees to keep the report confidential disclosing its contents only to the client's professional advisers. In particular (but without limit) the client must not disclose the whole or any part of the report to any person (other than a professional adviser) who may intend to rely upon it for the purpose of any transaction.

4. Payment of Fees

- a) The client will pay the agreed fee, any VAT and any agreed disbursements.
- b) The client will be liable for interest on any late payment at the rate of 8% pa above the Bank of England base rate current at the date of the relevant fee account.

5. Cancellation

In the case of cancellation, the surveyor will refund any money paid by the client, except for expenses reasonable incurred.

- a) The client will be entitled to cancel the contract by notifying the surveyor's office at any time before the day of inspection.
- b) The surveyor will be entitled not to proceed with the provision of the service (and will so report promptly to the client) if, after arriving at the property, concludes that it is materially different from that described during the initial enquiry.

6. Assumptions

Unless otherwise expressly agreed the surveyor while preparing the report will assume that:

- a) The property (if for sale) is offered with vacant possession;
- b) The property is connected to mains services with appropriate rights on a basis that is known and acceptable to the client; and
- c) Access to the property is as of right upon terms known and acceptable to the client.

7. Scope of the Inspection

a. Generally

- i) The surveyor will consider his or her advice carefully but is not required to advise on any matter the significance of which in relation to the property is not apparent at the time of inspection from the inspection itself or from any other research undertaken.
- ii) The surveyor will inspect diligently but is not required to undertake any action which would risk damage to the property or injury to him or herself.
- iii) The surveyor will not undertake any structural or other calculations.

b. Accessibility

- i) The surveyor will inspect as much of the internal and external surface area of the building as is practicable but will not inspect those areas which are covered, unexposed or not reasonably accessible from within the site, or adjacent public areas.
- ii) The surveyor is not required to move any obstruction to inspection including, but not limited to, furniture and floor coverings.

c. Floors

With the permission of the owner, the surveyor will lift accessible simple loose floorboards and trapdoors, if any, which are not covered by heavy furniture, ply or hardboard, fitted carpets or other fitted floor coverings. The surveyor will not attempt to cut or lift fitted floorboards without express permission of the owner.

d. Fixed covers or housings

The surveyor will not attempt to remove securely fitted covers or housings without the express permission of the owner.

e. Roofs

The surveyor will inspect the roof spaces if there are available hatches which are not more than three metres above the adjacent floor or ground. Where no reasonable access is available, the roof spaces will not be inspected. Similarly, outer surfaces of the roof or adjacent areas will be inspected using binoculars, but will be excluded if they cannot be seen.

f. Boundaries, grounds and outbuildings

The inspection will include boundaries, grounds and permanent outbuildings but will not include constructions or equipment with a specific leisure purpose including, without limit, swimming pools or tennis courts.

g. Services

The surveyor will carry out a visual inspection of the service installations where accessible.

Lightweight drainage inspection covers will be lifted where they are accessible and it is safe and practicable to do so. No tests of the service installations will be carried out, although general overall comments will be made where possible and practicable. The surveyor will report if it is considered that tests are advisable.

h. Areas not inspected

The surveyor will identify any areas which would normally be inspected but which he or she was unable to inspect.

i. Flats or maisonettes

Unless otherwise agreed, the surveyor will inspect only the subject flat and garage (if any), the related internal and external common parts and the structure of the building or particular block in which the subject flat is situated. Other flats will not be inspected. The surveyor will state in the report the limits of access and/or visibility in relation to the common parts and structure. The surveyor will state whether he or she has seen a copy of the lease and, if not, the assumptions as to repairing obligations on which he or she is working.

j. Environmental and other issues

i) Particular noise and disturbance affecting the property will only be noted if it is significant at the time of the inspection.

ii) The surveyor will report on any obvious health and safety hazards to the extent that they are apparent from the elements of the property considered as part of the inspection.

8. Hazardous Materials and Ground Conditions

a) Unless otherwise expressly stated in the report, the surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However, the surveyor will advise in the report if, in his or her view, there is a likelihood that deleterious material has been used in the construction and specific enquiries should be made or tests should be carried out by a specialist.

b) Subject to clause 7b the surveyor, based upon a limited visual inspection, will note and advise upon the presence of lead water supply pipes and asbestos.

c) The surveyor will advise in the report if the property is in an area where, based on information published by the Health Protection Agency, there is a risk of radon. In such cases the surveyor will advise that tests should be carried out to establish the radon level.

d) The surveyor will advise if there are transformer stations or overhead power lines which might give rise to an electromagnetic field, either over the subject property or visible immediately adjacent to the property. The surveyor is not required to assess any possible effect on health or to report on any underground cables.

9. Ground Conditions

The surveyor will not be required to comment upon the possible existence of noxious substances, landfill, mineral extraction, or other forms of contamination.

10. Consents, Approvals and Searches

a) The surveyor will be entitled to assume that the property is not subject to any unusual or onerous restrictions, obligations or covenants which apply to the property or affect the reasonable enjoyment of the property.

b) The surveyor will be entitled to assume that all planning, Building Regulations and other consents required in relation to the property have been obtained. The surveyor will not verify whether such consents have been obtained. Any enquiries should be made by the client or the client's legal advisers. Drawings and specifications will not be inspected by the surveyor unless otherwise previously agreed.

c) The surveyor will be entitled to assume that the property is unaffected by any matters which would be revealed by a local search and replies to the usual enquiries, or by a statutory notice and that neither the property, nor its condition, its use or its intended use, is or will be unlawful.

11. Insurance Rebuilding Cost Assessment

The surveyor will provide an insurance rebuilding cost assessment, for an additional fee, only if this is agreed at the time of taking instructions. Building insurance cost assessments will be calculated using the current edition of the BCIS Guide to House Rebuilding Costs and will be subject to separate Terms and Conditions of Engagement.

12. Additional Services

The surveyor will provide, for an additional fee, such additional services (for example, a Market Value) as may be agreed between the surveyor and the client and confirmed by the surveyor in writing. Such additional services will be subject to separate Terms and Conditions of Engagement.

13. Miscellaneous

- a) Unless expressly provided, no term in the agreement between the surveyor and the client is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the surveyor or the client.
- b) Dispute resolution – in the event that the client has a complaint regarding the standard of service he or she has received, a formal complaints handling procedure will be followed. A copy of the surveyor's complaints handling procedure is available upon request. Using the surveyor's complaints handling procedure will not affect the client's legal rights.
- c) The client may only rely upon the surveyor's advice and report for purposes described in the particulars or communicated to the surveyor in writing prior to the agreement of the fee and if the client wishes to rely upon such advice and report for any other purpose he or she may only do so with the written consent of the surveyor.

Valuation - Standard terms of engagement

These will be agreed in writing at the time of instruction