Estate Agency Terms of Business and Client Information

Residential sales - website version

This page explains how Liberate Homes Limited provides residential estate agency services. It is designed for publication on our website and should be read with our Privacy Notice, Referral Fee Disclosure and Complaints Procedure. A property-specific written Terms of Business agreement will be provided before you instruct us and before you become liable for any fee or charge.

1. Who we are

Liberate Homes Limited is a residential estate agency business. Our registered office is 05 Dubai Suite, Ground Floor, Prospect House, Columbus Quay, Riverside Drive, Liverpool, Merseyside, L3 4DB. You can contact us at sales@liberatehomes.co.uk or on 0330 223 8001.

We are a member of The Property Ombudsman. Registration number: E03283. The Property Ombudsman provides independent redress for eligible complaints. Further details are available at www.tpos.co.uk.

2. Status of this website page

This website page is a public summary of our standard approach. It is not a substitute for the signed property-specific Terms of Business that will apply to an individual instruction. Your individual agreement will confirm the property, agency type, asking price, commission or fixed fee, VAT treatment, and any special instructions.

We will provide our written Terms of Business clearly and in good time before you are committed to instructing us or liable for payment. You should read them carefully and ask us to explain anything that is unclear before signing.

3. Our residential sales service

Subject to the property-specific agreement, our services may include:

- providing an appraisal or valuation opinion;
- advising on asking price and marketing strategy;
- preparing marketing details and arranging photographs, floorplans, EPC information and advertising where agreed;
- marketing the property through agreed channels and property portals;
- arranging and/or conducting viewings where agreed;
- receiving, recording and promptly forwarding offers in writing unless you give lawful written instructions otherwise;
- seeking and recording information about a buyer's position, funding and chain;
- negotiating offers in accordance with your instructions;
- issuing memoranda of sale and progressing the transaction with solicitors/conveyancers and other parties;

- keeping clear transaction records for the required period.

We act for the seller/client. We will treat buyers, viewers and other consumers fairly and with courtesy, but our duty of care in the sale is to our client unless the law requires otherwise.

4. Your obligations as seller/client

You must provide accurate and complete information about the property, ownership, title, tenure, occupiers, planning, building works, utilities, boundaries, disputes, rights, restrictions, charges, defects and any other material information that could affect a consumer's transactional decision.

You must tell us promptly about any change in information, circumstances, price, availability, offers or negotiations. You must not ask us to omit, hide or misrepresent material information from buyers or other consumers.

You must provide documents and information needed for anti-money laundering, identity, ownership and property due-diligence checks, and you must tell us if another agent has been instructed, previously instructed or may claim a fee.

5. Material information and property particulars

We take reasonable steps to ensure that marketing information is accurate, clear and not misleading. We may ask you to complete property information questionnaires and provide supporting documents. We may decline to market, suspend marketing, amend particulars or disclose relevant information where necessary to comply with the law.

Property particulars, floorplans, measurements, photographs and descriptions are prepared for marketing guidance and should be checked by buyers and their advisers. They do not form part of any sale contract unless expressly incorporated by solicitors/conveyancers.

6. Anti-money laundering and identity checks

We are required to conduct identity, ownership, source-of-funds and anti-money laundering checks where applicable. We may be unable to act, continue acting, market a property, accept instructions, submit offers or progress a transaction if required checks are not completed.

We may have to report suspicious activity to the relevant authorities and may be restricted by law from telling you about such reports.

7. Agency types and important statutory explanations

The agency type for your instruction will be selected in your property-specific written Terms of Business. If any of the expressions below are used, they have the following effect. These statutory explanations are included so that clients understand when an estate agency fee may become payable.

Sole selling rights

SOLE SELLING RIGHTS: You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances: if unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself; if unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom we had negotiations about the property during that period.

Sole agency

SOLE AGENCY: You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged: with a purchaser introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period; or with a purchaser introduced by another agent during that period.

Ready, willing and able purchaser

READY, WILLING AND ABLE PURCHASER: A purchaser is a "ready, willing and able" purchaser if he is prepared and is able to exchange unconditional contracts for the purchase of your property. You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if such a purchaser is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw and unconditional contracts for sale are not exchanged, irrespective of your reasons.

Unless your signed property-specific agreement expressly says otherwise, we do not charge a ready, willing and able purchaser fee.

8. Fees, charges, VAT and payment

Your commission, fixed fee or other remuneration will be set out clearly in your property-specific written Terms of Business before you sign. If the fee is a percentage, the agreement will state whether VAT is included or added and will show an example amount based on the asking price.

Our standard marketing costs and other charges are GBP 0. EPC, photography, floorplan, portal and premium-listing costs are GBP 0 unless a separate written agreement signed by you clearly states otherwise. Our withdrawal fee is always GBP 0.

Unless your property-specific Terms of Business state otherwise, commission becomes due on exchange of unconditional contracts for the sale of the property and is payable on completion. We may submit our account to your solicitor/conveyancer and ask them to settle it from sale proceeds on completion, subject to your authority and their professional obligations.

9. Duration, tie-in and termination

There is no extended tie-in period under our standard Terms of Business. You may withdraw the property from marketing and terminate the instruction at any time by giving us 1 month's written notice. No withdrawal fee applies.

Termination does not affect our right to commission where a buyer was introduced, or negotiations took place, during the agency period and the relevant circumstances for payment of commission are met. We will provide reasonable information to help avoid dual-fee disputes where another agent is or becomes involved.

10. Cancellation rights for off-premises or distance contracts

If you are a consumer and your agreement with us is concluded away from our business premises or at a distance, you may have a statutory 14-day cancellation period. Where applicable, we will provide a cancellation notice and form. You may ask us to start work during the cancellation period. If you ask us to start work and then cancel, you may have to pay reasonable costs for services supplied before cancellation. If the service is fully performed with your express request and acknowledgement during the cancellation period, cancellation rights may be affected as permitted by law.

11. Offers and sales progression

We will promptly and accurately forward offers to you in writing unless you give lawful written instructions not to receive certain offers. We will keep written records of offers and the basis on which they are made.

We may ask buyers for evidence of funding, chain position and AML information, but this does not guarantee their ability to proceed. We will not require buyers to use our recommended mortgage broker, solicitor/conveyancer or surveyor as a condition of putting forward an offer.

Once an offer is accepted subject to contract, you must tell us whether marketing should continue, whether further viewings should take place and how further offers should be handled.

12. Conflicts of interest and connected persons

We will disclose conflicts of interest and circumstances that may give rise to a conflict as soon as reasonably practicable. If we, an employee, associate or connected person wishes to buy a property we are instructed to sell, we will disclose the relevant facts in writing before negotiations begin and take steps to manage the conflict.

13. Referral arrangements and optional services

We may offer or recommend optional services from associated or third-party providers. We will disclose referral arrangements clearly, in writing and before you make a transactional decision about using the referred service.

Service	Provider/relationship	Referral benefit to us
Mortgage brokerage	Michael Niven Financial Services, an appointed representative of Capital Finance Brokers Limited. FCA firm reference number: 943805. The brokerage arrangement is connected because it is also owned/controlled by Michael Niven.	Around 25% of the profit made by the mortgage brokerage from the referred consumer/client case. This is a realistic estimate of the value to our business.
Solicitor/conveyancer	Panel offered via Broker Conveyancing, a trading style of Conveyancing Alliance Limited.	GBP50 to GBP300 per referral.
Surveyor	Panel offered via Broker Conveyancing, a trading style of Conveyancing Alliance Limited.	GBP25 to GBP100 per referral.

You do not have to use any referred service. You may shop around and choose your own mortgage broker, solicitor/conveyancer or surveyor. Declining a referred service will not result in discrimination, delay, reduced service or less favourable treatment from us. If you consent to an introduction, the referred provider will provide its own terms, privacy notice, fees, regulatory information and advice.

14. Complaints and redress

If you have a complaint, please contact us at sales@liberatehomes.co.uk or 0330 223 8001. We will handle complaints in accordance with our Complaints Procedure. If the complaint cannot be resolved, eligible complaints may be referred to The Property Ombudsman. Registration number: E03283.

You may request a copy of our Complaints Procedure at any time. We will cooperate with The Property Ombudsman and comply with any binding award or direction accepted by the complainant under the applicable scheme rules.

15. Privacy and data protection

We process personal data in accordance with UK GDPR, the Data Protection Act 2018 and our Privacy Notice. Our Privacy Notice explains what personal data we collect, why we use it, lawful bases, retention periods, who we share it with, your rights and how to complain to the Information Commissioner's Office.

Where your complaint or enquiry involves personal data rights, we will handle it as a data protection matter and signpost you to the ICO where appropriate.

16. Liability and professional responsibility

We provide our estate agency services with reasonable care and skill. We are not surveyors, solicitors, tax advisers, mortgage advisers or structural engineers unless expressly agreed in writing. Sellers and buyers should take independent professional advice where appropriate.

Nothing in our Terms of Business excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or breach of statutory rights that cannot be excluded.

17. Documents to read before instructing us

Before signing our property-specific Terms of Business, you should read: our Terms of Business, the Property and Fee Schedule, our Privacy Notice and Referral Fee Disclosure, any cancellation notice and form provided where applicable, and our Complaints Procedure.

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