

# ::: In Situ Homesearch :::

## STANDARD TERMS OF BUSINESS – PURCHASE CLIENTS

### 1. SERVICES

In Situ Homesearch will act on your behalf and use their reasonable endeavours to identify properties which are placed on the market for sale and which match the specification provided by you when you instruct us. This service will include:

- Reviewing relevant internet sites on a frequent basis;
- Reviewing relevant newspapers on a frequent basis;
- Making enquiries with suitable selling agents regarding properties likely to be placed on the market in the near future;
- Monitoring our network of local contacts for possible purchase opportunities.

When we identify a property that may be of interest to you we will then inform you by telephone or e-mail and forward outline details to you. If you are interested in further information regarding the property we will make enquiries and if required by you we will view the property and provide you with a report including photographs and other relevant information.

We are also in a position to suggest suitable advisors, surveyors, tradesmen and other resources as you may require.

By accepting these Terms of Business, you agree that if you purchase any property which we have identified for you or provided you with services in connection therewith, then the commission and charges shall be payable as specified herein, notwithstanding the earlier termination of our appointment.

### 2. DURATION AND TERMINATION

We will continue our search for up to six months at which point we reserve the right to terminate our appointment if we consider that we are unlikely to find a property to match your requirements.

You may terminate our appointment at any time subject to payment of any charges which may be due in accordance with these Terms of Business. Purchase by you of a property not identified by us constitutes such a termination.

### 3. REGISTRATION FEE

We charge a registration fee of £250 which is payable when we accept your instructions. This fee is non-refundable. Payment by you of the registration fee constitutes acceptance of these Terms of Business.

### 4. COMMISSION

In the event that you purchase a property which we have identified for you or provided you with services in connection therewith, then you shall pay us a commission equal to 1% of the purchase price, together with any other charges as specified herein. This commission is due and payable on the date of completion of the purchase.

### 5. CHARGES

In addition to the registration fee and commission, you will reimburse any travelling or direct out-of-pocket expenses. Travel by car will be reimbursed at the standard rates published by the AA. All administration costs are included within the registration fee. In the event of termination of our appointment by you prior to purchasing a property then we reserve the right to charge you a reasonable fee in respect of the time spent acting on your behalf.

### 6. GOVERNING LAW

Our appointment subject to these terms of Business shall be interpreted and governed in accordance with Scots Law.