

Ref:20...../...../.....



This is a contract between  
The Property Organiser Ltd of 16-19 Southampton Place,  
London W1B 3HH

and:

Full name(s): .....

Hereinafter referred to as the "Client", of:

Address:.....

City:.....

County:.....Postcode:.....

Tel. Home:..... Tel. Work:.....

Mobile No:..... Fax:.....

Email Address:.....

The client agrees to pay a £100 / €100 /US\$150 administration fee to The Property Organiser Ltd to research the property market in (chosen area) ....., Italy, and to carry out all related negotiations on behalf of the Client. This fee will be refunded on the completion of a property purchase.

Client's special instructions

.....  
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.....  
.....  
.....  
.....  
.....

Price range: .....

If the above details are correct and you understand and accept the attached terms and conditions, please sign, date and return this form to us by post or fax.

Signature:.....

Date:.....

16-19 Southampton Place  
London WC1A 2AJ  
**Tel: 0044 (0) 20 7745 7200**  
**Fax: 0044 (0) 20 7979 0224**  
info@propertyorganiser.co.uk  
www.propertyorganiser.co.uk  
VAT No. GB 919 5607 95

**Payment terms:**

Payment can be made by bank transfer, cheque (in pounds sterling or euros), credit card or PayPal. Currently we accept the following credit cards: VISA, MASTERCARD. When making payment please quote your contract reference number.

Cheques should be made payable to: The Property Organiser Ltd.

**Details for bank transfer:**

Account Name: The Property Organiser Ltd

From UK banks:

Bank: HSBC plc

Sort code: 40-06-02

Account: 52682915

From overseas:

Bank: HSBC plc

IBAN: GB89MIDL40051567789352

BIC: MIDLGB22

**PayPal:**

admin@propertyorganiser.co.uk

**Credit Card:**

Name \_\_\_\_\_ Surname \_\_\_\_\_

Credit Card Number \_\_\_\_\_

Type: MASTERCARD      VISA

Valid from: \_\_\_\_\_ / \_\_\_\_\_ Expires from: \_\_\_\_\_ / \_\_\_\_\_

CW2: \_\_\_\_\_ last three digits on the rear of the credit card

## **Terms and conditions:**

### **1. Interpretation**

“Client” means the company, individual or partnership who agrees to the services provided by The Property Organiser Ltd, having signed and returned these conditions to The Property Organiser Ltd. “Us”, “We” and “The Company” mean The Property Organiser Ltd.

### **2. Provision of service**

**2.1** Upon receiving payment of the administration fee, The Property Organiser Ltd will use its endeavours to provide the client with a detailed information pack including information on the location chosen by the client and on properties meeting the client’s specified requirements; to accompany the client to view properties; and to carry out negotiations on behalf of the client to purchase the property.

**2.2** For the avoidance of doubt the Company takes no legal responsibility for choosing or recommending any particular property to the Client. The Client acknowledges and accepts that it is his or her responsibility to make the final choice of properties from a selection presented to him or her by the Company.

### **3. Payment**

**3.1** The Client agrees to pay a £100.00/ €100 /US\$150 administration fee to The Property Organiser Ltd for the provision of its services.

**3.2** The Property Organiser Ltd agrees to refund this fee to the Client on completion of the purchase.

**3.3** In the event that an estate agency is involved in the purchase, the Client will normally pay a fee to the estate agency, which in turn will pay The Property Organiser out of this commission. The fee payable to the estate agency will usually be three per cent of the purchase price. The Property Organiser will notify the Client where a fee is higher or lower.

On occasion, an estate agency may permit The Property Organiser Ltd to invoice the Client directly on their behalf.

In such an instance, We will inform the Client in writing and as soon as is possible what fee the Client must pay directly to The Property Organiser. Such notification will form part of the contract between the Client and Us.

All fees are exclusive of VAT, which will be levied at the standard rate of 15 per cent if payment is made to The Property Organiser Ltd, or at 20 per cent if payment is made directly to the Italian estate agency. This does not apply to the refundable administration fee, which does not incur VAT.

The fee to The Property Organiser Ltd must be paid within seven days of the signing of the preliminary contract of sale (*compromesso*).

When the fee is paid in pounds sterling, the exchange rate used to calculate the payment will be the Bank of England's daily spot rate at the close of business on the date of the signing of the *compromesso*. The fee payable in such an instance will be no greater than that which would have payable by the Client directly to the estate agency.

**3.4** Where a purchase is made from a private vendor and does not involve an estate agency, the fee that the Client will have to pay The Property Organiser will be as follows:

For property with a purchase price below € 100,000: 3 per cent of purchase price OR €3,000, whichever is greater.

For property with a purchase price between € 100,000 and € 1,000,000: 3 per cent of purchase price.

For property with a purchase price of €1,000,001 and € 1,500,000: 2.5 per cent of purchase price.

For property with a purchase price of €1,500,001 and above: 2 per cent of purchase price.

The fees are exclusive of VAT, which will be levied at the standard rate of 15 per cent.

The fee must be paid within seven days of the signing of the preliminary contract of sale (*compromesso*). When the fee is paid in pounds sterling, the exchange rate used to calculate the payment will be the Bank of England's daily spot rate at the close of business on the date of the signing of the *compromesso*..

#### **4. Sole Rights**

In the course of a search, The Property Organiser will normally establish contact with a wide range of estate agencies, among other sources, so that the client does not have to do so independently. Once The Property Organiser has notified the Client of a property - including but not limited to spoken or written communication or a visit by the Client to the property - the Client undertakes that he/she will pursue an interest in the property in question solely through the Property Organiser. Any alternative pursuit of an interest in such a property, either by the client in person or through another agency at the client's instigation, will constitute a breach of this contract.

In the event of such pursuit leading to a purchase by the Client, The Property Organiser will be entitled to sue the Client for the commission that would have been payable to The Company had it handled the purchase.

#### **5. Withdrawal**

The Client can terminate this agreement within seven days of the date on which the contract was signed. In this event the Client will be entitled to a full refund of the administration fee.

#### **6. Duration and termination**

**6.1** The contract will end on completion of the purchase through The Property Organiser Ltd.

**6.2** If within six months of signing the contract, the Property Organiser has not found a property that satisfies the Client's requirements, the Client may inform the Company in writing that they no longer wish to be bound by the terms of the contract.

**6.3** In the event that the Client wishes to terminate the contract before The Property Organiser has provided any of its services, they have the right to do so by writing to us.

**6.4** The Client is bound to the contract as per point 4 of these terms.

#### **7. Limitation of liability**

**7.1** The Property Organiser Ltd shall not be liable to the Client for:

- i. any loss;
- ii. costs and expenses (including legal costs);
- iii. damages;
- iv. taxes or other charges; or
- v. any other liability,

which may arise in relation to, or in connection with, the Client's choice of property.

**7.2** The Company shall not be liable to the Client under this client agreement for any indirect or consequential loss or damages whether caused by breach of contract (including of breach of this client agreement), negligence, breach of any statutory duty or arising in any other way.

**7.3** the Company shall not be liable to the Client under or in relation to the subject matter of this client agreement in excess of the amount of commission payable by the Client as set out in Clause 3 above, per claim or series of related claims.

**7.4** The Property Organiser Ltd shall not be liable for any failure of, or delay in the performance of any of its obligations under this client agreement which is due wholly or partly to;

- i. the enforcement, application or enactment of any law or statutory instrument which was not in force on the date of signature of this client agreement;
- ii. staff shortages, or strikes, or industrial action;
- iii. acts of God or any circumstances beyond the reasonable control of the Company

**7.5** The exclusions of liability set out in clauses 7.1 and 7.4 do not apply to any liability of the Company for;

- i. death or personal injury;
- ii. loss or damage caused by fraud or misrepresentation; or
- iii. any other liability which may not be excluded by law.

## **8. General**

**8.1** This client agreement contains all the terms of the agreement between the parties relating to the matters covered in this client agreement and supersedes any previous agreement or understanding relating to such matters.

**8.2** The Client acknowledges and accepts that he or she has not entered into this client agreement in reliance on any statement other than as expressly set out in this client agreement.

**8.3** Nothing in this client agreement shall limit or exclude liability for fraudulent misrepresentation.

**8.4** This client agreement shall be governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

**8.5** Any dispute pursuant to these conditions will be determined by the courts of England and Wales.

**8.6** Any personal data supplied by the Client to The Property Organiser Ltd will be protected by the Data Protection Act 1998.

September 2009