

Terms of Business

1. These terms

1.1 What these terms cover

These are the terms and conditions on which we will make an offer to purchase your property.

1.2 Why you should read them

Please read these terms carefully before you sign and return your acceptance of our offer. These terms tell you who we are, the basis upon which we will make an offer to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 Who we are

eEureka T/A

National Property Buyers – (NPB)

Company Reg No: 05834617

Biz Hub Tees Valley,

Belasis Hall Technology Park,

Coxwold Way,

Billingham,

TS23 4EA

2.2 How to contact us

You can contact us by:

Customer service team on 0203 - 011 - 3255

Contact details by emailing info@nationalpropertybuyers.com

By writing to us at the registered office address above.

Web site address/ www.nationalpropertybuyers.com.

2.3 How we may contact you

If you have written to us by post, then we will reply to you by post.

If we have to contact you urgently, we will do so by writing to you at the email address you supplied us with.

Then by telephone and if still no response by postal address you provided to us.

2.4 “Writing” includes emails

When we use the words “writing” or “written” in these terms, this also includes emails.

3. Our contract with you

3.1 Upon receipt of an enquiry from you we will assess what the value of your property is against what you have valued it.

You will tell us what you are prepared to accept for your property and we will then make this figure known to our investor. This will be known as the offer in principle (“Offer in Principle”) you are looking to sell for. The Offer in Principle is not a formal valuation of the property.

3.2 If you wish to proceed you will be asked to sign our terms of sale document.

3.3 Upon receipt of the signed document we will then ask you to complete our fact-find questionnaire.

3.4 Upon receipt of the fact-find answers we will ask you for your available dates/times for viewing to be completed so we can inform buyers of these openings for viewing your property. Plus if you would like photographs to be taken for your advert that we will be producing.

3.5 When any buyer makes any Formal Offer this will be subject to:

3.5.1 Satisfactory evidence of your title to the property.

3.5.2 Satisfactory replies to the local authority, mining, drainage, and other relevant searches against the Property.

3.5.3 A valuation acceptable to the Buyer.

3.5.4 Any mortgage and/or offer of loan on the Property on terms acceptable to the Buyer.

3.5.5 Formal contract

3.6 Either at this point of the sale (once the acceptance has been received), or we may ask at the start of your sale, that we will formally identify you. As we do not meet clients face to face ID will be through an external agency. Transactions can only proceed to completion once a formal ID has been completed.

3.7 Upon completion of these steps we will either reconfirm the Offer or submit an alternative offer to reflect any adverse matters identified. To assist you we will on request provide you or your solicitor with a copy of the legal report.

4. Independent Legal Advice

4.1 You must take Independent Legal Advice.

4.2 You can either instruct a solicitor you chose, or we can recommend from the panel of professional solicitors in this field one to act on your behalf and send you their details and also forward your details to the panel solicitor.

4.3 If you wish us to recommend one of our panel solicitors, we will expressly ask you to confirm that by opting for this service by you agreeing to this service.

5. Charges

5.1 We do not charge for our services. All buyer costs incurred in purchasing your property are paid by the investor.

5.2 If the Buyer elects to require the Seller to transfer the Property to a third party, the Buyer will through the documentation provided to the Seller's solicitor advise the Seller of the price to be paid by the third party to the Buyer. The Offer Price to the Seller may change depending on the price agreed with the third party. The Seller acknowledges that the difference in the price is to be paid by the third party and the Offer Price or any amended Offer Price will be retained by the Buyer.

6. Your rights to end the contract

6.1 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For contracts entered into other than at our premises, you have a legal right to change your mind within 14 days without giving reasons. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

6.2 To exercise the right to cancel the Seller must inform the Buyer by email to info@nationalpropertybuyers.com by post to Biz Hub Tees Valley, Belasis Hall Technology Park, Coxwold Way, Billingham, TS23 4EA of your decision to cancel this contract by a clear statement confirming the same.

6.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

6.4 Effects of Cancellation

6.4.1 If you cancel this agreement, you will be released from all obligations under it.

6.4.2 We may seek to recoup costs from you if you did not declare doubts about selling your property to the buyer while still inside the cancellation period. If you have agreed for work to be started by the panel solicitor you agreed to and then cancel then any charges due to these solicitors which may have been paid by the buyer, you will have to cover.

7. Legal Matters

7.1 You as Seller will be required:

7.1.1 To sell with full title guarantee

7.1.2 To give vacant possession on completion

7.1.3 To pass the risk on completion. This means that title and risk to the property will not pass until the legal transfer of the property has been completed and as such you will continue to have the responsibility to insure the property until legal completion takes place

8. How we may use your personal information

8.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy. You can request a copy of our Privacy Policy which will be provided to you by way of email or a copy can be accessed on our website by way of the following address – [Privacy Policy](#) on www.nationalpropertybuyers.com

9. Other important terms

9.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. If this happens we will ensure that the transfer will not affect your rights under the contract.

9.2 We reserve the right before completion to upload your property to a Property Portal website and/or to allow the property to be marketed by us. In accepting the Offer in Principle you give us authority to deal with the property as set out in this clause.

9.3 We may require you to transfer the Property on completion to an associated company or a third party or a sub-purchaser from us.

9.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

9.5 Even if we delay enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

9.6 Which laws apply to this contract and where you may bring legal proceedings? These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

9.7 Complaints Procedure

Following the TPO Code of Conduct, we operate an in-house complaints procedure a copy of which is available on request or through our website

and can be accessed through the following
www.nationalpropertybuyers.com

9.8 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use.

10. Force Majeure

10.1 If we are prevented, hindered or delayed from or in performing any of its obligations under the terms and conditions of the Contract by a Force Majeure Event:

10.1.1 Our obligations under the terms and conditions of the Contract are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;

10.1.2 As soon as reasonably possible after the start of the Force Majeure Event, we shall notify you in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under the terms and conditions of the Contract;

10.2 If the Force Majeure Event continues for more than three (3) months starting on the day the Force Majeure Event starts, either party may terminate the agreement by giving not less than thirty (30) days' notice in writing to the other party.

11. CONFIDENTIALITY AND SECURITY

11.1 Each party shall treat as confidential all information obtained from the other according to the terms and conditions of the Contract and shall not divulge such information to any person (except to such party's advisors) without the other party's prior written consent provided that this condition 11 shall not extend to information which was rightfully in the possession of such party before the commencement of the negotiations leading to the terms and conditions of the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this condition 11) or which is trivial or obvious.

Disclaimer

National Property Buyers – (NPB) accepts no liability for the content of this website and any liability can be excluded by law.

National Property Buyers – (NPB) will always complete in a timescale to suit you but accepts no liability if a completion date cannot be met or if a purchase does not take place for whatever reason.

By continuing to use this website you are agreeing to comply and be bound by the following terms and conditions of use which in addition to

our [Privacy Policy](#) and [Terms of Data Collection](#) govern **National Property Buyers – (NPB)** relationship with their customers.

The use of the **National Property Buyers – (NPB)** website is subject to the following terms of use:

- Your use of any information provided on the website is used entirely at your own risk, for which we will not be held responsible. It is your responsibility to establish that our services, products and information provided on the website best suit your requirements.
- The content of the website is for your use only, we cannot be held responsible for information you pass on to third parties. The website is subject to change quite regularly and without notice so please check the website for updates.
- **National Property Buyers – (NPB)** does not provide any guarantees or warranty concerning the accuracy of the information provided on the website. Customers should acknowledge that on some occasions there may be inaccuracies on the website and **National Property Buyers – (NPB)** therefore exclude liability for any inaccuracies which may be found.
- This website and all information provided within it are owned by **National Property Buyers – (NPB)**. The information includes the design, layout, look and appearance as well as the graphics on the website. Any copyright infringement/reproduction of the information is strictly prohibited.
- Unauthorised use of this website may include links to other websites, **National Property Buyers – (NPB)** doesn't endorse these other websites and we have no responsibility for the content and information they provide on their website. Customers must take full responsibility and risk for the use of **National Property Buyers – (NPB)** website and use of all information contained within it.
- Unauthorised unethical use of the website could give a claim for damages.
- The **National Property Buyers – (NPB)** website is based on property laws in England & Wales.
- We reserve the right to make changes or corrections to the website at all times.
- **National Property Buyers – (NPB)** have made all reasonable endeavours to make sure that the website and all content provided within it comply with current UK legislation.
- **National Property Buyers – (NPB)** gives no warranties or guarantees that the website will operate continuously or without occasional interruptions.

- **National Property Buyers – (NPB)** accept no liability for customer's loss or damage of data, profit, revenue or business. In any circumstances where customers suffer any loss or damage through the use of the website, we accept no liability for this loss or damage whether it be because of error, omission or any other cause.
- If **National Property Buyers – (NPB)** is found to be liable for any action, our liability is limited to the sum of £5. This limitation however may not apply if we have been negligent in causing personal injury or death.
- Customers are responsible for making sure that their computer system meets all specifications/criteria so that they can use the **National Property Buyers – (NPB)** site effectively. **National Property Buyers – (NPB)** can't also guarantee that information downloaded from the website will be virus free. Customers need to be responsible for carrying out sufficient security checks.