

## **U-DO TRADING TERMS AND CONDITIONS**

### **1. Introduction**

These trading terms and conditions, together with the U-Do privacy policy and the U-Do cookie policy, and any other terms provided to you by Brett's Group Ltd trading as U-Do, ('U-Do', 'we' or 'us') set out the terms of the agreement between you and U-Do under which U-Do will provide its services to you and you may make use of our website, [www.u-do.co.uk](http://www.u-do.co.uk) ('Our Site') and Services (as defined below). When instructing U-Do as agents to sell your property it is a requirement under the Estate Agents Act 1979 that you understand and accept these terms and conditions.

Please read these terms and conditions carefully before you agree and accept to be bound by the same. These terms and conditions can be saved or printed for you to retain. By ticking on the acceptance box online or by authorising payment for the Services (as defined below) over the telephone, you agree to accept these terms and conditions. Once you agree to the terms and conditions or authorise payment for the Services over the telephone your order will be placed with U-Do and you will receive an email confirming the details of the Services which are to be provided. However, if you have any concerns or questions regarding these terms and conditions then please do not tick the acceptance box or authorise payment and instead, please contact U-Do in writing via the contact email address specified in these trading terms and conditions.

### **2. Background concerning U-Do**

U-Do provides estate agency services to individuals and businesses to facilitate property sales in England and Wales.

Our Site is owned and operated by U-Do. We are a company registered in England and Wales under company number 10396982 and our registered address is at 42 Northwood Drive, Sheffield S6 1RY.

U-Do is a member of The Property Ombudsman scheme and follows The Property Ombudsman's Code of Practice for Residential Estate Agents, which is available to view at [www.theprs.co.uk](http://www.theprs.co.uk) U-Do is also registered with The Property Ombudsman's Approved Estate Agents Redress Scheme, the membership number of which is PRS008966.

### **3. Definitions**

In these trading terms and conditions the following words and phrases shall, unless the context otherwise requires, have the following meanings:

**'Associates'**

means directors, employees, sub-contractors and agents of U-Do;

**'Bolt-on Products'**

means any products offered and provided by U-Do and/or a Local U-Do Agent (or another designated third party) which are additional to the U-Do Bundle;

**'Bolt-on Services'**

means any services offered and provided by U-Do and/or a Local U-Do Agent (or another designated third party) which are additional to the U-Do Bundle;

**'Central Property Manager'**

means a U-Do employee who is available to help you over the telephone in administering the Services relating to the Property;

**'Completion'**

means the date upon which the legal transaction of the sale of the Property is complete;

**'Local U-Do Agent'**

means the person(s) licensed by U-Do to conduct Market Appraisals, Accompanied Viewings (as more particularized in the section headed 'Bolt-on Services and Bolt-on Products') and other related services relating to the Property;

**'Market'**

means the Property is listed for sale on Our Site and/or is listed on any Partner Sites by U-Do;

**'Market Appraisal'**

means the market appraisal service provided by the Local U-Do Agent attending the Property and recommending a guide price for the sale of the Property;

**'Marketing Period'**

means the period of 6 calendar months from the date that U-Do commences the marketing of the Property on Our Site or Partner Sites or until such time as the Property advert is removed or withdrawn by U-Do on Our Site or such Partner Sites. The Marketing Period may be extended at the sole discretion of U-Do, and if the Marketing Period is extended, U-Do will advise you of the re-marketing charge;

**'Memorandum of Sale'**

means the document that is signed by both the Purchaser and Seller confirming the terms of an offer for the purchase of the Property which has been accepted, whereby both parties agree to proceed with formalities in connection with the sale.

**'Partner Sites'**

means Rightmove, Zoopla and any other website that U-Do decides to partner with for the purpose of promoting the Property from time to time;

**'Property'**

means the residential property located in England or Wales which you have requested a Local U-Do Agent to appraise or have instructed U-Do to advertise for sale;

**'Purchaser'**

means the person(s) buying the Property;

**'Rightmove'**

means the website at [www.rightmove.co.uk](http://www.rightmove.co.uk), owned and operated by Rightmove Plc, a company registered in England under company number 06426485 and having its registered office at Turnberry House, 30 Caldecotte Lake Drive, Caldecotte, Milton Keynes, Buckinghamshire MK7 8LE;

**'Seller'**

means the owner of the Property or other the person who is entitled to sell the Property;

**'Services'**

means the estate agency services provided by U-Do and/or a Local U-Do Agent, as set out in these trading terms and conditions;

**'VAT'**

means value added tax chargeable under the Value Added Tax Act 1994;

**'U-Do hub'**

means the interactive facility on Our Site whereby you are able to view details of the Property listings, diary appointments and availability and offer letters through a dedicated account;

**'U-Do Bundle'**

means the package of Services provided by U-Do for a fixed fee (as advertised on Our Site); and

**'Zoopla'**

means the website at [www.zoopla.co.uk](http://www.zoopla.co.uk) owned and operated by Zoopla Property Group Plc, a company registered in England under company number 09005884 and having its registered office at Harlequin Building, 65 Southwark Street, London SE1 0HR.

#### **4. Conditions of Use**

This section sets out the rules and regulations that you must follow when using Our Site and the U-Do hub. If you do not agree to these terms, you must not use Our Site or the U-Do hub. If any future changes to these terms of use are necessary, an updated version of these terms and conditions will be posted on Our Site. You should check Our Site frequently for any changes. By continuing to use Our Site and the Services you agree to any such updated terms and conditions.

#### **5. Consent on Our Site**

We may update Our Site from time to time, and may change the content at any time. However, please note that any of the content on Our Site may be out of date at any given time, and we are under no obligation to update it.

No guarantee is given by us that Our Site, or any content on it, is or will be free from errors or omissions.

#### **6. Registering on Our Site**

To register on Our Site you must be over the age of eighteen years.

When you register we ask you to provide information about yourself and you agree that U-Do and/or our agents may use such information as part of our verification process. This process may include (without limitation) bankruptcy and County Court Judgments checks as well as Land Registry searches relating to your Property (as applicable). The information you provide must be true, accurate in all respects and up-to-date, and by submitting the information, you agree to U-Do, or our agents carrying out any such checks. Should any of your registration details change, please log in to your account and make the required changes or notify U-Do through the U-Do hub.

#### **7. Security & Passwording**

Upon registration you must supply a valid email address (and other contact details) to access your U-Do hub account. You must keep your password secure and must not disclose it to, or share it with anyone.

You will be responsible for all activities when accessing Our Site and the U-Do hub using your password and you agree not to reveal your password or account information to any third party. If you know or suspect that someone else has access to your password, you should log in to your account and change your details. If this is not possible you should contact us immediately by email to the email address [enquiries@u-do.co.uk](mailto:enquiries@u-do.co.uk). We reserve the right to change your password if we believe that the password is no longer secure.

You further agree that U-Do has exercised reasonable skill and due care in providing access to Our Site or U-Do hub and U-Do shall not be responsible for any losses as a consequence of the unauthorised use of your account.

If you forget details of your password, please visit the "reset password" section on Our Site whereby you will be able to reset your password if you satisfy our security check.

## **8. Content on Our Site**

You shall not submit or upload any content or information or link any other material onto Our Site or the U-Do hub which will or in our reasonable opinion is likely to:

- a. promote violence or physical harm or the threat of the same;
- b. be likely to harass, upset, embarrass, alarm or annoy any other person;
- c. be offensive, threatening, obscene, hateful, racist or xenophobic;
- d. be defamatory of any person;
- e. promote any illegal activities;
- f. be threatening, abusive or invade another's privacy or cause annoyance, inconvenience or needless anxiety;
- g. infringe any copyright, database right or trade mark of any other person;
- h. promote or contain information which you know or believe to be inaccurate, false or misleading;
- i. be deceptive of any person;
- j. be made in breach of any legal duty owed to a third party, such as a contractual obligation or a duty of confidence;
- k. be utilised to impersonate any person, or to misrepresent your identity or affiliation with any person or organisation;
- l. advocate, promote or assist any unlawful act such as (by way of example and not limitation) copyright infringement or computer misuse; and
- m. promote a link (directly or indirectly) with a proscribed organization or with the aims of any such organization.

You warrant that when you make use of any feature of Our Site or the U-Do hub which permits you to upload content to Our Site, or to make contact with other users of Our Site, you will comply with the content standards of this section 8 of our trading terms and conditions. You will be liable to indemnify U-Do for any breach of that warranty, meaning that you will be responsible for any loss or damage U-Do suffers as a result of your breach of warranty.

We have the right (without any prior notification being given to you), to remove any posting you make on Our Site if, in our opinion, your post does not comply with the content standards of our trading terms and conditions.

If U-Do, in its sole and absolute discretion, considers that you have breached any of the terms set out in this section, U-Do reserves the right to take any action that it deems to be necessary, including without limitation, the termination (without notice) of your use of and access to Our Site and the U-Do hub; and in the case of illegal use, the instigation of legal proceedings, (including referral to the Police or any relevant law enforcement authority), as appropriate. No refunds will be given by U-Do in such circumstances.

## **9. Licence to Content on Our Site**

Any content which you post or upload to Our Site or U-Do hub will be considered non-confidential and non-proprietary. You hereby grant to U-Do a non-exclusive, royalty-free, irrevocable licence to store, reproduce and edit any such content as we deem necessary prior to making it available on Our Site and Partner Sites.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to Our Site constitutes an infringement of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted or uploaded by you or any other user of Our Site.

If you are a Seller and you feel that any marketing material promoting the Property is not accurate or is misleading, you must contact U-Do immediately. U-Do will review the relevant material as soon as is practicable and take such action as it deems necessary to amend the material. You acknowledge that material promoting the Property is subject to change at any time.

## **10. Access of your Personal Information & Content on Our Site**

You acknowledge and agree that U-Do may, without liability to you, access, use, preserve and/or disclose your account information and any content uploaded onto Our Site to law enforcement authorities, government officials, and/or third parties, as U-Do believes is reasonably necessary or appropriate, if legally required to do so or if U-Do believes that such access, use, preservation or disclosure is reasonably necessary to comply with legal process, or protect U-Do, its users or any third party, as permitted by law.

## **11. Disclaimer when using Our Site**

You agree that your use of Our Site and the U-Do hub shall be at your sole risk and that U-Do will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

use of, or inability to use, Our Site; or

use of or reliance on any content displayed on Our Site.

Nothing in these trading terms and conditions relating to use, excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to Our Site, the U-Do hub and/or any content on either, whether express or implied.

You agree not to use Our Site or the U-Do hub for any commercial or business purposes, and U-Do will have no liability to you for any loss of profit, loss of business, loss of contracts, business interruption, or loss of business opportunity or investment.

U-Do will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Our Site or the U-Do hub or to your downloading of any content from it, or any website linked to it.

U-Do assumes no responsibility for the content of Partner Sites or any websites linked on Our Site. Such links should not be interpreted as endorsement by us of those linked websites. U-Do will not be liable for any loss or damage that may arise from your use of them.

## **12. U-DO Rights of Proprietary**

You acknowledge and agree that U-Do and/or its licensors own all legal right title and interest in and to Our Site and the U-Do hub.

## **13. Service Terms**

This section sets out the terms upon which we agree to offer and provide you with the Services.

We may amend or revise these terms from time to time (and at any time) and an updated version of these trading terms and conditions will be posted on Our Site. You should check Our Site frequently for any changes. By continuing to use Our Site and the Services you agree to any such updated trading terms and conditions.

## **14. Before Instruction to U-Do**

After you register on Our Site, you can use the U-Do website to book an appointment with a Local U-Do Agent. Your Local U-Do Agent will, at no cost to you, visit the Property which are considering putting on the Market and will conduct a Market Appraisal in relation to the Property.

## **15. Market Appraisal**

Any recommended guide price for the Property provided to you as part of a Market Appraisal conducted by a Local U-Do Agent in respect of the Property is based on data obtained from various sources including but not limited to Partner Sites and the Land Registry. In addition, the Market Appraisal takes into account national and regional trends in the Market. Ultimately, it will be your decision (as a Seller) concerning the guide price at which you wish to market and sell your Property and you will be allowed to amend this by notifying U-Do, via the U-Do hub, at any time during the Marketing Period.

If you decide to instruct U-Do for the sale of your Property and your Local U-Do Agent receives consistent feedback from prospective Purchasers that suggests that the guide price of the Property is too high or the Property receives little interest from Purchasers, your Local U-Do Agent will contact you to discuss a review of the guide price of the Property. U-Do reserves the right to withdraw the viewings service provided by the Local U-Do Agent, where in our sole discretion, we consider that it is unreasonable for the Local U-Do Agent to continue to accompany viewings in consideration of the feedback received from prospective Purchasers.

## **16. When Instructing U-Do**

Following the Market Appraisal conducted by the Local U-Do Agent in relation to the Property, should you then wish to instruct U-Do to sell the Property, you will need to order the Services via Our Site or over the telephone, speaking to a U-Do Central Property Manager. When you order the Services via Our Site or over the telephone, you must confirm that you accept these terms and conditions. U-Do's acceptance of your instruction is subject to receiving satisfactory verification of your identity and details of your Property.

As a Seller, when you instruct U-Do, you confirm that you do so with the knowledge, consent and agreement of each and all of the legal owners and occupiers together with those who have an interest in the marketing and/or sale of the Property.

U-Do reserves the right to cancel our agreement with you at any time in accordance with its Cancellation and Refund Policy set out below.

## **17. What U-Do Offer**

U-Do's Services comprise the U-Do Bundle which may include a collection of Services in order to facilitate the marketing of the Property on Our Site and Partner Sites for a fixed fee. You may be offered Bolt-on Services or Bolt-on Products by U-Do and/or your Local U-Do Agent.

Payment for all Services must be made in advance through one of the payment methods outlined in these trading terms and conditions. Details of the fee payable can be found on Our Site. Due to the nature of the Services, (the state of the UK/World economy, local market conditions, time of the year etc,) U-Do cannot guarantee the time it will take to sell your property. You are advised to heed the advice of your Local U-Do Agent with regards to selling your property.



U-Do will carry out the Services, and will utilise reasonable endeavours to ensure that your Local U-Do Agent carries out the Services, with reasonable care and skill. There may be different Services included in the Bundle dependent upon your location and payment type. U-Do reserves the right to decide what products are offered to you at any time.

Third party websites such as Partner Sites are subject to change and we cannot therefore guarantee the continued presence of the Property on these websites.

## **18. What U-Do Provide**

In order to instruct U-Do, you may purchase a U-Do Bundle through the U-Do hub or over the telephone with a U-Do Central Property Manager at any point after receiving a Market Appraisal from your Local U-Do Agent. All U-Do Bundles include the following services: the Description of Property, photographs and Marketing of your Property on Our Site and selected Partner Sites (all as more specifically details below and on Our Site). Your Local U-Do Agent, the Central Property Management and Sales Support teams are available to assist with the process of selling the Property, through to Completion.

As part of the U-Do Bundle, you will be granted access to the U-Do hub where you can view details of the Property listing, arrange appointments and viewings and offers and communicate with Sellers, your Local U-Do Agent and/or prospective Purchasers. You must regularly check your U-Do hub account for updates including messages and appointment or viewing requests in relation to the Property. Full details of the U-Do Bundle and available Bolt-on Services are detailed on Our Site.

U-Do agrees to provide the Services in relation to the Property only for such a time that there is a U-Do Bundle active on your account.

## **19. Describing Photographs & Property**

As part of the U-Do Bundle, your Local U-Do Agent will compile the description, photographs, floor plans and other information and upload the same to the U-Do hub as part of the advertisement and marketing of your Property. You will have the opportunity to edit or suggest amendments to the description on the U-Do hub.

You are responsible for ensuring that all descriptions, photographs, floor plans, room measurements/dimensions and any other information relating to the Property are accurate, current and in no way misleading (please refer to the section headed 'Description of the Property' in section 29 of these trading terms and conditions, below).

## **20. When an Offer is Received**

U-Do will provide you (via the U-Do hub) with written confirmation of all offers received from prospective Purchasers by email as soon as an offer is made (unless you instruct us not to do this).

Once U-Do receives confirmation that an offer for the sale of the Property has been accepted and the Memorandum of Sale has been signed by both parties, we will automatically forward your details to the conveyancer or solicitor whom you have instructed.

## **21. U-Do Support with Sales**

If you are a Seller who has accepted an offer from a Purchaser, you will have access to U-Do Sales Support who will liaise with solicitors, mortgage brokers, and estate agents in order to assist you up to the Completion of the sale of the Property. U-Do shall have no liability in respect of any aborted purchases and any associated costs. In the event that a sale of your Property does not complete, U-Do will resume marketing the Property at your request for the remainder of the Marketing Period. U-Do will take reasonable steps to ensure that all parties are informed of any changes or developments in the sale of the Property, however you are ultimately responsible for ensuring all parties are aware of any changes or developments. U-Do accepts no liability for any loss arising as a result of such communications between the parties.

If you, as the Seller, exchange contracts on the Property with a Purchaser you agree to notify U-Do immediately of such an exchange of contracts. Upon receiving notification of the exchange of contracts on your Property, U-Do has the right to remove the Property from the U-Do hub, Our Site and all Partner Sites.

## **22. Viewing of Property**

If you are the Seller it will be your sole responsibility to conduct viewings of the Property on behalf of prospective Purchasers and U-Do cannot accept responsibility in this respect unless you have otherwise elected to use the services of a Local U-Do Agent to conduct viewings of your Property (as outlined in ‘Accompanied Viewings’ below). You should ensure that you record your availability accurately in your U-Do hub account.

## **23. Corresponding with U-Do Agents**

As a Seller you can message your Local U-Do Agent from your U-Do hub account and respond to messages from prospective Purchasers. As a Purchaser you can message a Seller(s) and respond to messages from Sellers.

## **24. Purchasing of U-Do Bolt-on Services & Bolt-on Products**

Once you have instructed U-Do by purchasing the U-Do Bundle, you can select Bolt-on Services and/or Bolt-on Products relating to the marketing of the Property. Additional fees for any selected Bolt-on Services and/or Bolt-on Products must be paid in advance and may be subject to additional terms and conditions. You can purchase additional Bolt-on Services and/or Bolt-on Products at any time during the Marketing Period. Once the provision of any Bolt-on Service has commenced, whether by U-Do, the Local U-Do Agent or any third party, there are only limited circumstances in which fees relating to such Bolt-on Service or Bolt-on Products can be refunded. Please refer to the U-Do Cancellation and Refunds policy below, as set out in section 37 of these trading terms and conditions.

### **‘Premium Photos’**

Premium Photos will be included as part of your U-Do Bundle if you are located in certain areas. If this is not included as part of your U-Do Bundle, you may purchase the service as a Bolt-on Service at extra charge. Full details of the services provided as part of the Premium Photos Bolt-on Service are included on Our Site.

This Bolt-on Service is fulfilled by our nominated provider who may change from time to time. You acknowledge and agree that in purchasing this Bolt-On Service, U-Do will share your personal data (including your contact details) with such third party provider. U-Do will place an order with the provider who will liaise directly with you to arrange a suitable time to take images of the Property.

You must notify the provider directly if for any reason you are not available at the agreed time. If the provider attends the appointment but is unable to enter the Property at the agreed time, or if you cancel the appointment on the same day, you may be asked to pay an additional charge of £50.00 plus (if applicable) VAT relating to a subsequent visit by the provider.

### **Energy Performance Certificate (‘EPC’)**

It is a legal requirement for you to have a valid EPC for the Property before we can Market the Property, and this must have been produced in the immediate last seven years, pre-dating the marketing. You are liable to ensure that you have a valid and up to date EPC prior to the marketing of the Property going live.

You are able to buy the compilation of an EPC as a Bolt-on Service. This Bolt-on Service is fulfilled by our nominated provider who may change from time to time. You acknowledge and agree that in purchasing this Bolt-On Service, U-Do will share your personal data (including your contact details) with such third party provider. U-Do will place an order with the provider who will liaise directly to arrange a suitable time to carry out the survey. You must notify the provider if you are not available at the agreed time. If the provider attends the appointment but is unable to enter the property at the agreed time, you will be responsible for the cost of any subsequent visit by the provider.

### **‘For Sale’ Boards**

As part of the U-Do Bundle, U-Do will arrange for a ‘For Sale’ board provider to erect one ‘For Sale’ board at the Property (unless the Property already has a ‘For Sale’ board of any other estate agency). The ‘For Sale’ board will be the property of U-Do and we will arrange for the board to be collected at such time when the Property is withdrawn from the Market, or at the end of the agreed Marketing Period, whichever is the sooner.

It is your responsibility to ensure that the ‘For Sale’ board is removed from public display no later than 14 calendar days after completion of the sale of the Property, and kept safe and secure for collection by U-Do or the provider.

### **Accompanied Viewings**

If you are the Seller and would like your Local U-Do Agent to conduct viewings at the Property you may buy the Accompanied Viewings Bolt-on Service. It is your responsibility to provide sets of keys to your Local U-Do Agent for all lockable doors (including patio doors) and cupboards within the Property. You must ensure that your Local U-Do Agent has access to the Property at the date and time of any arranged viewings. You must ensure that the Property is in a safe condition and prepared for any and all viewings. This is a Bolt-on Service that is fulfilled by your Local U-Do agent and must be paid for in advance.

### **Rightmove Premium Listing**

A Rightmove Premium Listing is a Bolt-on Product fulfilled by U-Do's Partner Site, Rightmove. You should refer to Rightmove for more information about the product. This Bolt-On Product is non-refundable, except in accordance with the Cancellation and Refunds policy.

### **Zoopla Premium Listing**

A Zoopla Premium Listing is a Bolt-on Product fulfilled by U-Do's Partner Site, Zoopla. You should refer to Zoopla for more information about the Product. This Bolt-on Product is non-refundable, except in accordance with the Cancellation and Refunds policy.

## **25. Payment of Fees**

The fee for the U-Do Bundle will vary depending on the location of your Property. The fee for the relevant U-Do Bundle is as advertised on Our Site and the fees for Bolt-on Services and Bolt-on Products offered by U-Do will be charged at the rates specified on Our Site. The total amount which will be payable by you will be calculated depending upon which of the Bolt-on Services and Bolt-on Products (if any) you have selected. U-Do Bundle is based on the marketing and promotion of one property only and if you want U-Do to market multiple properties, additional fees (details of which are available on request) will become payable.

You must pay for the Services in advance by providing us with your credit or debit card details and authorising payment for the Services, either online or over the telephone with one of our U-Do Central Property Managers .

Payments are processed by U-Do's nominated partner that may change time to time.

## **26. Advertising of Property**

U-Do will advertise the Property on Our Site and any Partner Sites that we consider to be the most beneficial at securing interest in the Property from prospective Purchasers for the duration of the Marketing Period. We reserve the right to withdraw the advertisement and marketing of the Property from Our Site and/or Partner Sites at our absolute discretion, and such circumstances will terminate the Marketing Period.

## **27. Services in Addition to those Already Provide by U-Do**

U-Do may offer Sellers and prospective Purchasers additional services such as insurance, mortgages, surveys and conveyancing via trusted third party suppliers from whom we may receive commission. You acknowledge and agree that any relationship between you and a third party supplier is separate from this arrangement with U-Do.

## **28. “Multiple Agency”**

When you instruct U-Do to advertise the Property, you do so on a 'multiple-agency' basis. A 'multiple agency' basis means you can use two or more estate agencies to promote the marketing of your Property.

If the Property is being advertised by another estate agency, you must ensure that you are permitted to advertise with U-Do at the same time. If you instruct U-Do to advertise the Property and subsequently find that this causes you to be in breach of your other agent's terms of contract then your listing can be terminated, provided you give us at least 48 hours' written notice.

In the event of cancellation for this reason you will not be entitled to a refund unless notification is given to U-Do prior to the Property going live on Our Site and Partner Sites or in accordance with the section entitled Cancellation and Refunds below.

If you are using more than one estate agency to sell the Property you agree to pay our fees for the Services and also any other agency fee (subject to any terms that you agree with the other agency). You must make such payment in accordance section 25, above of our trading terms and conditions.

## **29. Describing the Property**

The Consumer Protection from Unfair Trading Regulations 2008, as amended by the Consumer Protection (Amendment) Regulations 2014 ('CPUATR') require you to disclose any information you are aware of that relates to the Property in a clear, intelligible and timely manner. All information you provide must be true and accurate and must not be misleading. You are wholly responsible for the accuracy of all information supplied to U-Do in relation to the Property, including by way of example and not limitation, all floor plans and room dimensions.

If you are a Seller, you acknowledge and agree that it is your responsibility to check your listing including the description and photographs and notify U-Do of any incorrect or missing information prior to the Property being listed on the Market. If at any time you become aware of any such incorrect or missing information whilst the Property is listed on the Market you must notify U-Do immediately and provide full details of any such incorrect or missing information.

If U-Do is notified or made aware of information or material provided by you that infringes a third party's intellectual property rights U-Do has the right to remove the Property from Our Site and Partner Sites immediately and prevent your access to the U-Do hub without notice to you.

If you are a Seller we will arrange for a Local U-Do Agent to visit the Property to check the accuracy of the information or material provided by you, and to write a professional description of the Property. You will have the opportunity to edit the description of the Property produced by the Local U-Do Agent but any and all amendments will need to be approved by the Local U-Do Agent before the listing goes live on Our Site or any Partner Sites.

### **30. Service Coverage**

U-Do aims to cover most areas in England and Wales. Please refer to Our Site for information on current coverage.

### **31. Access to Our-Site and U-do Hub**

We will make reasonable efforts to ensure that Our Site and the U-Do hub will be available at all times. However, we cannot guarantee that Our Site, the U-Do hub or any content on it, will always be available or that access to it will be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of Our Site or the U-Do hub without notice. We will not be liable to you if for any reason Our Site and/or the U-Do hub is unavailable at any time or for any period.

### **32. Provision of Personal Information**

Your privacy is very important and U-Do is committed to protecting your privacy. All personal information given to U-Do will be handled in accordance with the Data Protection Act 1998. For further information, please see our privacy policy.

### **33. Intellectual Property Rights**

U-Do is the owner or licensee of all intellectual property rights relating to the Services, the U-Do hub and Our Site, and all material published on it.

### **34. Communication with Others via U-DO Hub**

You can use the U-Do hub to make appointments and communicate with Sellers, your Local U-Do Agent and/or prospective Purchasers (as applicable). Once an appointment has been arranged, email and SMS notifications may be sent to the Seller, your Local U-Do Agent, and the prospective Purchaser setting out the address of the Property, any times of appointments and the name and telephone numbers of the relevant parties.

### **35. YOUR OBLIGATIONS:**

You warrant and undertake that you:

- i. have the requisite authorisation, power and capacity to instruct U-Do to list the Property for sale;
- ii. will immediately upon request provide U-Do with all identity documents required for compliance with the Money Laundering Regulations 2007 and any other statutory or regulatory requirements;

- iii. will provide an Energy Performance Certificate (EPC) or proof that an EPC has been commissioned for the Property (unless you have selected this as a Bolt-on Service via U-Do);
- iv. all information and material provided by you for listing the Property will comply with the CPUTR, and you will notify U-Do immediately of any incorrect or misleading information within the sales particulars of the Property;
- v. will provide third parties with access to your Property as reasonably required by U-Do and your Local U-Do Agent;
- vi. will co-operate with U-Do and your Local U-Do Agent in all matters relating to the Services;
- vii. will provide U-Do and your Local U-Do Agent with such information and materials as U-Do and your Local U-Do Agent may reasonably require in order to provide the Services, and ensure that such information is accurate;
- viii. own or are licensed to use any and all intellectual property rights in any content uploaded onto Our Site or the U-Do hub and that any such content does not infringe any third party's intellectual property rights; and
- ix. will co-operate with any reasonable security checks or requests for information made by U-Do or your Local U-Do Agent from time to time.

You agree that you will indemnify U-Do and/or its Associates, and keep U-Do and/or its Associates indemnified, from and against all direct costs, expenses, damages and losses, which may be suffered or incurred by U-Do in connection with any actions, costs, proceedings, claims or demands made against U-Do for infringement of a third party's intellectual property rights in respect of the information provided about the Property, or any breach of the CPUTR.

U-Do must carry out due diligence on all customers and you agree to provide U-Do with any documentation which it may require for these purposes. In the event that U-Do is unable to verify your identity and cannot comply with its obligations under the Money Laundering Regulations 2007, U-Do will be entitled to terminate its agreement with you immediately, without notice to you, and cease to provide the Services with immediate effect.

### **36. Liability**

U-Do does not exclude or limit in any way its liability for death or personal injury caused by its negligence or the negligence of its Associates, fraud or fraudulent misrepresentation; or breach of any terms implied by the Supply of Goods and Services Act 1982 and/or by the Consumer Rights Act 2015.

If U-Do fails to comply with these terms and conditions, U-Do will reimburse you for any losses that you suffer that are a foreseeable consequence to both you and U-Do at the time you accepted these terms and conditions. However, U-Do's liability to you shall not exceed the price you have paid for the Services (including the U-Do Bundle and/or any Bolt-on Services

or Bolt-on Products). U-Do's liability shall not in any event include business losses such as loss of data, loss of profits, loss of contracts or business interruption.

U-Do will not accept any responsibility for any damage or loss suffered as a result or in connection with the placing and erection of the 'For Sale' board on your Property. In order to meet the requirements of The Town and Country Planning (Control of Advertisements) (England) Regulations 2007 and The Town and Country Planning (Control of Advertisements) (Amendment) (Wales) which permit the display of only one 'For Sale' board, it is your responsibility that whilst a U-Do 'For Sale' board is displayed, no other boards are erected for the Property. You shall also be responsible for removing the 'For Sale' board from public display no later than two weeks after the sale of your Property has completed.

U-Do does not accept any responsibility for any loss or damage caused by a prospective Purchaser visiting the Property.

You agree that it is your responsibility to ensure the safety of any prospective Purchaser visiting your Property, and U-Do does not accept any liability in this respect.

### **37. Termination & Refunds**

#### **Your right to cancel**

You can cancel our agreement at any time within 14 days after the date on which you accepted these terms and conditions (the 'Cancellation Period').

If you have instructed U-Do or your Local U-Do Agent to carry out any Services before the expiry of the Cancellation Period (which, for the avoidance of doubt, will include making the advert for the Property live on Our Site, the U-Do hub and/or any of the Partner Sites) you will be liable for the costs of such Services that have been provided up to the date of the cancellation.

U-Do will refund you an amount proportionate to the Services that are still unperformed (such reimbursement to be made by U-Do within 14 days after the date on which you cancel our agreement)

You will not be able to cancel our agreement within the Cancellation Period if the Services have been fully performed. If a full or partial refund payment is due, you must provide U-Do with accurate banking details (in respect of a UK based bank account in your name) in order for us to process such refund to you.

If you have instructed U-Do, (or any of its nominated partners) to carry out any services for you as part of any Bolt-on Services or Bolt-on Products later in the Marketing Period, you have 14 calendar days after the time you purchase such Bolt-on Service or Bolt-on Product in which you can change your mind. Once U-Do, or its nominated partner has completed the services you cannot change your mind, even if the 14-day period has not expired. If you cancel after U-Do, or its nominated partner have started providing the services, and you have paid for the Bolt-on Service or Bolt-on Product in full and in advance, U-Do will refund you an amount



proportionate to the services that are still unperformed (such reimbursement to be made 14 days after the date on which you cancel our agreement).

You may ask us to remove your details at any time from Our Site, but this will not mean that you are entitled to a refund, except as set out above for cancellations for the Services made during the Cancellation Period or for cancellations of Bolt-on Services and/or Bolt-on Products made within 14 days of the purchase, refunds will only be given at the sole discretion of U-Do. Where U-Do agrees to give a refund, it will take into account all the costs already incurred with regard to the marketing of the Property, including set up costs as well as any external costs such as placing orders with third parties.

### **U-Do's right to cancel**

Where U-Do terminates our agreement with you prior to commencing the Services, you will be entitled to a full refund of the amounts paid by you for the U-Do Bundle and any Bolt-on Services and/or Bolt-on Products.

Following the commencement of the Services, U-Do may terminate our agreement with you at any time by writing to you if you do not, within a reasonable time of either U-Do or a Local U-Do Agent asking for it, provide us with information that is necessary in order for use to provide the Services (including but not limited to information requested to verify your identity and your ownership of the Property (where applicable to an instruction). Where U-Do terminates our agreement with you for this reason, you must pay to U-Do reasonable compensation for the net costs incurred by U-Do as a result of your breaching our trading terms and conditions. You must make payment to U-Do within 14 days of the date of any invoice issued to you by U-Do in this respect.

U-Do may withdraw any or all of the Services, Bolt-on Services or Bolt-on Products by writing to you and providing at least 14 days' notice in advance of our stopping the supply of the relevant Service, Bolt-on Service(s) or Bolt-on Product(s) and will refund any sums you have paid in advance for such service or product which will not be provided.

### **Referrals and Introductions**

Any person can introduce or make referrals to U-Do, verbally or via email or any referral scheme. If a person introduced or referred purchases a U-Do Bundle from U-Do then this could be subject to an incentive which could include, for example, vouchers or Bolt-on Service(s) or Bolt-on Product(s) (at the sole discretion of U-Do). Authorised referral incentives will be paid within 14 days from the date the Property is sold.

Any person referred or introduced to U-Do will have the right to opt-out of email campaigns upon receipt of their first email (or subsequent emails).

### **38. Use of Local Agents**

We aim to operate a network of Local U-Do Agents across England and Wales. These individuals will provide services in their assigned regions under the U-Do brand. They are licensed by U-Do to provide such services to the standards required by U-Do, but they are not employed by U-Do. Customers are assigned to their Local U-Do Agent upon booking a Market Appraisal for their Property. Please note that your Local U-Do Agent may be substituted at any point during the term of our agreement with you.

### **39. Not Happy with Our Service**

If you are not happy about our Service, any complaints should be made in writing and sent to U-Do via email at [enquiries@u-do.co.uk](mailto:enquiries@u-do.co.uk). Any such complaints will be dealt with professionally and as expeditiously as possible.

In the event that any complaint cannot be resolved with U-Do directly, please be aware that U-Do is registered with the Property Ombudsman Scheme “property redress scheme” [www.prs.co.uk](http://www.prs.co.uk) which provides consumers with a free, impartial and independent alternative dispute resolution service.

### **40. APPLICABLE LAW**

These terms and conditions are governed by the laws of England and Wales and you and U-Do agree to submit to the exclusive jurisdiction of the English courts.