



Terms and Conditions

How Does it Work?

The quote we give you is on a fixed price, no hidden extras and no completion no fee basis and will outline all costs including Solicitors' charges, search fees, administration fees and stamp duty.

If you are happy with the quote and wish to proceed then you can either complete the short online instruction form or we can take details over the telephone. You will be contacted by us later the same day to confirm the solicitor details and the benefits and protection.

What are the valid reasons Buyer Protection will reimburse you ?

Valid reasons:

- If the property is withdrawn from sale by the vendor due to reasons beyond your control.
- The vendor receives and accepts an offer from a third party, which is a minimum of £1,000 greater than the offer they previously accepted from you and you are not prepared to increase your offer.
- The mortgage lender's survey or valuation on the property identifies that rectification work needs to be carried out, the cost of which exceeds 5% of the sum originally offered or values the property at less than 90% of the sum offered for the property and which has been accepted and you decide not to proceed.
- The mortgage lender insists on a secondary survey such as damp and timber or electrical survey and the mortgage lender insists on additional rectification work being carried out to the property, the cost of which exceeds 10% of the agreed asking price and you decide not to proceed.
- The mortgage lender applies a retention on the mortgage for the property and this figure exceeds 5% of the sum offered and which had originally been accepted and you decide not to proceed.
- The property sustains damage during the period between offer and exchange of contracts where the total cost of rectification work exceeds 5% of the property value and you decide not to proceed.
- The vendor is not legally entitled to sell the property or to transfer interest in the property to you.
- A survey or valuation is carried out and highlights that the property has been underpinned or shows signs of subsidence and you decide not to proceed with the purchase or the lender will not lend.
- A Local Authority search highlights that the property is the subject of a compulsory purchase order, in a flood plain, on contaminated land or over a mining area.
- A search highlights the fact that there is a defect in the title and this cannot be rectified and you decide not to proceed with the purchase or the lender will not lend.
- You die or contract a critical illness, sustain a serious injury, are given notice of redundancy or are given notification of relocation and you decide not to proceed.

How much can I claim?

Whenever you instruct us on a purchase you will automatically receive the benefit of Buyer Protection.

Subject to the terms and conditions in this document if your purchase falls through for no reason of your own we will reimburse you up to £500 in mortgage arrangement fees, £750 in valuation fees and £600 in solicitor's disbursement costs.

If your transaction unfortunately fails and you wish to use us again you will still be protected the next time you purchase. However, a new arrangement fee will be payable for each new purchase.

Is the arrangement fee refundable?

If you change your mind within the first 10 working days and decide not to use the service, we will give you back the arrangement fee.

Are you getting an insurance policy?

No, this is not an insurance policy. We are providing a service and will only reimburse you if you can provide genuine documents to substantiate your losses.

How do you reclaim your costs?

In the unfortunate event of the purchase failing to complete please contact us on 01268 777289. We will ask you to provide proof of payments and depending on why the transaction has fallen through any relevant official documents, such as mortgage offers, valuations and letters from the lender or relevant solicitor on headed paper.

Are there any reasons why we would not reimburse me?

We are only able to reimburse you for genuine, reasonable reasons as described above.

In the unlikely event that the following circumstances occur we will be unable to reimburse you:

- If the event happened before you instructed us to work on your behalf.
- If the purchase is subject to a contract race or sealed bids.
- If you withdraw from the purchase of the property for reasons other than those mentioned above.
- If you deliberately and/or knowingly cause a delay or uses unreasonable behaviour that results in the failed purchase.
- If the purchase has not exchanged within 12 months of being registered with us.
- If you are aware of a previous survey having been carried out to the property that may give cause for the purchase to fail.
- If you are aware, before instructing us, of any circumstances which could lead to the failure of the mortgage completing.
- Where you can be reimbursed by your employer or obtain a refund from the lender or solicitor.
- In the case of redundancy we will not reimburse you if you are self employed, if you have taken voluntary redundancy or if you are a company director or partner of the company giving notice of redundancy.

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