Edgingtons – Terms of Business

65 Farnham Gardens, London, SW20 0UE
Email: tom@edgingtons.uk
Website: edgingtons.uk

1. Introduction

These Terms of Business set out the agreement between Edgingtons (“we”, “us”, or “the Agent”) and you, the Client (“you” or “the Seller/Landlord”) for the marketing, sale, or letting of your property. By instructing Edgingtons, you agree to these terms, which form the basis of our professional relationship.

2. Instruction and Authority

You authorise Edgingtons to act as your agent in the marketing and negotiation of the sale or letting of your property. You confirm that you are legally entitled to sell or let the property and will provide all necessary information and documentation promptly.

3. Marketing and Advertising

Edgingtons will prepare marketing materials, advertise through appropriate channels, and display a ‘For Sale’ or ‘To Let’ board unless otherwise instructed in writing. All information provided by you must be accurate to the best of your knowledge.

4. Types of Agency (Sales)

Sole Agency – Edgingtons will have exclusive rights to market the property for an agreed period. Multi-Agency – You may instruct other agents simultaneously. Details will be confirmed in your instruction letter.

5. Terms of Withdrawal (Sales)

You may withdraw your property after the initial agency period by providing written notice. If withdrawn before the end of the minimum period, or if a sale is completed to a buyer introduced by Edgingtons within six months of withdrawal, our fee remains payable.

6. Lettings Services

We offer Tenant-Find, Rent Collection, and Full Management services. For managed tenancies, Edgingtons will hold deposits in accordance with the relevant tenancy deposit scheme.

7. Terms of Withdrawal (Lettings)

You may withdraw before a tenancy is agreed, provided no tenant has been introduced. If a tenant introduced by Edgingtons rents the property within six months, our tenant-find fee will still be payable. Managed or rent collection services can be terminated with one month’s written notice after commencement.

8. Payment of Fees

All fees are payable as agreed in your instruction form. Sales fees are due upon exchange of contracts; lettings fees are due when a tenancy commences. Edgingtons reserves the right to charge interest on overdue payments and recover reasonable collection costs.

9. Client Money Protection and Redress

Edgingtons is a member of a recognised Client Money Protection scheme and Property Redress Scheme. All client funds are held in a designated client account, separate from company trading funds.

10. Data Protection and Privacy

Edgingtons processes personal data in accordance with UK GDPR and only uses your information for the purposes of providing agency services. Our full Privacy Policy is available on request or at edgingtons.uk.

11. Energy Performance Certificates (EPCs)

It is a legal requirement that an EPC is available before marketing begins. Edgingtons can arrange this on your behalf if required.

12. Anti-Money Laundering (AML)

We are required by law to verify the identity of all clients and beneficial owners. You agree to provide valid proof of identity and address promptly upon request.

13. Access to Property

You authorise Edgingtons to access the property for viewings, inspections, and photography with reasonable notice and prior agreement.

14. Liability

While every care is taken in marketing and handling your property, Edgingtons cannot accept responsibility for loss, damage, or liability arising from third parties, inaccurate information, or events beyond our control.

15. Complaints Procedure

Complaints should be made in writing to Tom Edgington at tom@edgingtons.uk. If unresolved, the matter can be referred to our redress scheme, details of which are available upon request.

16. Governing Law

These Terms of Business are governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the English courts.

Acknowledgement

By signing the Instruction Form or otherwise instructing Edgingtons to proceed, you acknowledge that you have read, understood, and agree to these Terms of Business.