



# TERMS AND CONDITIONS

## 1. Introduction

1.1 These Terms and Conditions (the **Terms**) govern the relationship between you and **Vanta Property Services Ltd** (company number 16710037) (**we, us, our**).

1.2 By engaging our services, signing a reservation form, or otherwise instructing us, you confirm that you have read, understood and agree to be bound by these Terms.

1.3 These Terms are governed by the laws of England and Wales.

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## 2. Definitions and Interpretation

In these Terms:

- **Buyer / Purchaser** means the person or entity acquiring a Property.
- **Seller** means the person or entity disposing of a Property.
- **Property** means any land or buildings, whether residential or commercial.
- **Introduction** means the introduction of a Buyer to a Property or a Seller, whether directly or indirectly.
- **Completion** means legal completion of the sale of a Property.
- **Exchange** means exchange of contracts for the purchase of a Property.
- **Fee** means the fee payable to us as set out in these Terms or any agreed fee schedule.

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## 3. Our Services

3.1 We provide a **non-advised property sourcing and property information service** in the United Kingdom.

Company number 16710037. Compliance: PRS Registration: PRS056462

HMRC Anti-Money Laundering supervision: XJML00000217145

3.2 We are **not authorised or regulated by the Financial Conduct Authority** and do not provide financial, investment, legal or tax advice.

3.3 Any views, projections or commentary provided by us are opinions only and should not be relied upon as advice.

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## 4. Client Status: Consumers and Professionals

4.1 You confirm whether you are contracting as:

(a) a **consumer**, acting wholly or mainly outside your trade, business or profession;  
or

(b) a **professional or business client**, acting in the course of business.

4.2 Certain statutory rights apply only to consumers and do not apply where you contract as a professional client.

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## 5. Information and Reliance

5.1 We may provide information including market data, forecasts, rental estimates and third-party reports (**Information**).

5.2 Information is obtained from third parties including developers, estate agents, valuers and data providers. While we take reasonable care, we do not warrant that Information is accurate, complete or up to date.

5.3 Property investment is speculative. Values and rental income may rise or fall. You are responsible for carrying out your own investigations and obtaining independent professional advice before proceeding.

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## 6. Agency Disclosure (Estate Agents Act 1979)

6.1 For each transaction, we will act for **one party only**, either the Buyer or the Seller, as expressly agreed in writing.

6.2 Where we act as a sourcing agent, our client is the Buyer. Where we act as a sales agent, our client is the Seller.

6.3 We do not act for both parties in the same transaction.

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## 7. Fees – Buyer Sourcing

7.1 Where we act as sourcing agent for the Buyer, a sourcing Fee is payable for each Property introduced by us that proceeds to Exchange.

7.2 The Fee is earned on Exchange and payable in accordance with the agreed fee schedule.

7.3 Where Completion occurs more than 30 days after Exchange, 25% of the Fee is payable on Exchange and 75% on Completion.

7.4 The Fee remains payable where the purchase completes directly or indirectly, including through any connected person, company or entity controlled by the Buyer.

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## 8. Fees – Acting as Sales Agent

8.1 Where we act on a retained basis for the Seller, our fee shall be **1.25% of the agreed sale price**, payable on Completion unless otherwise agreed in writing.

8.2 We may work with other agents in marketing or disposing of the Property.

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## 9. Abortive Transactions

9.1 Where a transaction fails to complete due to the Seller withdrawing, being unable to sell, or breaching this agreement after a sale has been agreed, the Seller agrees to pay an abortive fee of **£500 per Property**, plus any reasonable disbursements incurred.

9.2 The parties agree this represents a genuine pre-estimate of our losses and costs.

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## 10. Anti-Circumvention

10.1 Where a Buyer or Seller completes a transaction within **12 months** of an Introduction made by us, whether directly or indirectly, our agreed Fee remains payable.

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## 11. Third Parties

11.1 We may introduce solicitors, mortgage brokers, letting agents or other third parties.

11.2 Any engagement with a third party is at your own risk. We accept no responsibility for their acts, omissions or advice.

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## 12. Anti-Money Laundering and Compliance

12.1 We may require identification, source-of-funds information and other compliance checks.

12.2 We reserve the right to suspend or terminate services if such information is not provided.

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## 13. Liability

13.1 Nothing in these Terms limits liability for fraud, fraudulent misrepresentation, or death or personal injury caused by negligence.

13.2 Subject to clause 13.1, our total liability shall not exceed the total Fees paid to us in respect of the relevant transaction.

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## 14. Consumer Cancellation Rights

14.1 Where you are a consumer and this agreement is concluded at a distance or off-premises, you have the right to cancel within 14 days in accordance with the Consumer Contracts Regulations 2013.

14.2 If you request services to begin during the cancellation period, you acknowledge you may be required to pay for services performed.

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## 15. Data Protection

15.1 We comply with the UK GDPR and Data Protection Act 2018. Personal data is processed in accordance with our Privacy Policy.

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## 16. Termination

16.1 Either party may terminate this agreement by written notice.

16.2 Termination does not affect accrued rights, including Fees due for Introductions already made.

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## 17. Entire Agreement

17.1 These Terms constitute the entire agreement between the parties and supersede all prior discussions.

17.2 No variation shall be effective unless agreed in writing.

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## 18. Governing Law

These Terms are governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

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## PROPERTY RESERVATION FORM (BUYER SOURCING)

This Reservation Form is subject to and incorporates the Terms and Conditions of Vanta Property Services Ltd.

**Property Address:**

**Agreed Price:**

**Buyer:**

**Seller:**

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### Buyer Declaration

I agree to pay Vanta Property Services Ltd a sourcing fee of **£3,500 per Property**, payable on Exchange of contracts. VAT shall be charged where applicable.

This obligation applies to purchases made by me or by any connected person or company.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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### Seller Acknowledgement

I acknowledge that Vanta Property Services Ltd acts on behalf of the Buyer only and that I am responsible for obtaining independent legal advice.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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## CLIENT STATUS & AGENCY DISCLOSURE

This document forms part of, and is incorporated into, the Terms and Conditions of Vanta Property Services Ltd.

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### 1. Client Status Declaration

Please confirm your status by ticking **one** option below:

☐ **Consumer Client**

I confirm that I am acting wholly or mainly outside my trade, business or profession.

☐ **Professional / Business Client**

I confirm that I am acting in the course of my trade, business or profession.

I understand that certain statutory rights and protections apply only to consumers and do not apply where I contract as a professional or business client.

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### 2. Agency Disclosure (Estate Agents Act 1979)

Please confirm the role of Vanta Property Services Ltd in respect of this transaction by ticking **one** option below:

☐ **Buyer's Sourcing Agent**

Vanta Property Services Ltd is instructed to act solely on behalf of the Buyer/Purchaser. The Buyer is responsible for payment of the agreed sourcing fee. Vanta Property Services Ltd does not act for the Seller in this transaction.

☐ **Seller's Sales Agent**

Vanta Property Services Ltd is instructed to act solely on behalf of the Seller. The Seller is responsible for payment of the agreed sales agency fee. Vanta Property Services Ltd does not act for the Buyer in this transaction.

Vanta Property Services Ltd confirms that it acts for **one party only** in this transaction and does not provide dual agency services.

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### 3. Fees and Financial Interest Disclosure

I acknowledge that Vanta Property Services Ltd will receive a fee in accordance with the role selected above and the agreed Terms and Conditions.

I confirm that no other fees, commissions or financial interests exist beyond those disclosed in writing.

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### 4. Independent Advice

I acknowledge that Vanta Property Services Ltd does not provide legal, financial, tax or investment advice and that I have been advised to seek independent professional advice before entering into any transaction.

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### 5. Confirmation and Signature

I confirm that the information provided above is accurate and that I have received, read and understood the Terms and Conditions of Vanta Property Services Ltd.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# COMPLAINTS POLICY

This Complaints Policy forms part of the Terms and Conditions of Vanta Property Services Ltd and is compatible with the requirements of **The Property Redress Scheme (PRS)**.

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## 1. Our Commitment

Vanta Property Services Ltd is committed to providing a professional and high-quality service. We take complaints seriously and aim to resolve them promptly, fairly and transparently.

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## 2. How to Make a Complaint

If you are dissatisfied with our service, please submit your complaint in writing, providing full details and any supporting evidence, to:

**Email:** [simon.topple+vantaproperty@topproperty-services.com](mailto:simon.topple+vantaproperty@topproperty-services.com)

**Post:** Vanta Property Services Ltd, [Registered Office Address]

Please include your name, contact details, the property address (if applicable), and a clear description of your complaint.

If you are not satisfied with the outcome of your complaint you can contact the Property Redress Scheme at <https://www.propertyredress.co.uk/>. Our scheme membership number is PRS056462.