

MBI-PAM

Terms of Business



Compliance Note (2025 Update): These Terms incorporate all applicable UK property agency legislation as at September 2025, including obligations under the Estate Agents Act 1979, Consumer Protection from Unfair Trading Regulations 2008, the Money Laundering Regulations 2017, the Criminal Finances Act 2017, sanctions compliance rules (effective May 2025), Client Money Protection scheme requirements, the Leasehold and Freehold Reform Act 2024, and oversight by the National Trading Standards Estate & Letting Agency Team (NTSELAT). These Terms should be read together with our Letter of Instruction. Where law or regulation changes, these Terms are deemed updated accordingly.

1. Definitions and Interpretations

- 1.1 “Terms” means these standard business terms, together with any conditions in our Letter of Instruction. These Terms apply to all services we provide and may only be varied in writing, signed by both parties.
- 1.2 “Client” (“you”) means the person or entity named in our Letter of Instruction. We will not act for any other entity unless agreed in writing, and may require guarantees or due diligence before acceptance.
- 1.3 “MBI” (“we”, “us”) means MBI-PAM Limited (company no. 14251288) or any entity it controls.
- 1.4 “Confidential Information” means information identified as confidential, or which is confidential by its nature.
- 1.5 “Letter of Instruction” means the engagement terms sent with these Terms. Where inconsistent, the Letter prevails.
- 1.6 “Property” means the asset(s) or interests forming our instructions, including land, buildings, fixtures, shares, and associated businesses.
- 1.7 “Purchaser” includes a tenant or licensee.
- 1.8 “Seller” includes a landlord or licensor.
- 1.9 “Services” means those set out in the Letter of Instruction or otherwise agreed in writing.
- 1.10 “Sole Selling Rights” – Unless otherwise stated, you grant us sole selling rights. You must pay our fee if contracts are exchanged during our period of instruction, even if introduced by another party or by you; or if exchanged after our instruction ends but with a party introduced or negotiated with during our instruction.

2. Fees

- 2.1 Our fees are as stated in the Letter of Instruction.
- 2.2 Where acting jointly with another professional, our share will be agreed; otherwise equal shares apply.

2.3 Abortive Fees: If you withdraw or terminate, we are entitled to 50% of the fee otherwise due. Disbursements/expenses are payable in any event. For consultancy, abortive fees will reflect time spent at our hourly rates.

2.4 Additional work outside scope will be charged at agreed rates.

2.5 Estimates are not binding if information provided proves incomplete or inaccurate.

2.6 We may retain commissions received from third parties unless agreed otherwise, and will disclose upon request.

3. Disbursements and Expenses

We will estimate expenses in advance where possible (e.g. travel, advertising, boards, printing, photography, research, regulatory fees). These are payable whether or not the transaction completes. You indemnify us for such costs. Reasonable administration charges may be added.

4. Charges due

Invoices are payable immediately on issue or as specified in the Letter of Instruction. If instructions are withdrawn, Clause 2.3 applies. We may recover legal costs of proceedings for unpaid fees, even if below the small claims limit.

5. Taxes

All fees are subject to VAT and any other applicable taxes. You must comply with the Criminal Finances Act 2017, ensuring you and your associates do not facilitate tax evasion.

6. Interest

Overdue invoices (21+ days) carry interest at 6% above Bank of England base rate until paid.

7. Scopes of Services

We do not advise on title, structural condition, contamination, planning or regulatory compliance unless expressly instructed. Services will be performed within a reasonable timeframe. We may delegate work or instruct specialists with your authority, but accept no liability for their advice. Market projections are indicative only.

8. Information Provided

8.1 You warrant that the Property complies with Energy Performance Certificate (EPC) regulations, including the Energy Efficiency (Private Rented Property) Regulations 2015, or holds a valid exemption.

8.2 You warrant all information you provide is accurate. You must review our marketing materials and notify us of errors immediately. You indemnify us against losses from inaccurate or misleading information.

8.3 You confirm compliance with sanctions obligations: we must screen landlords, tenants, and connected parties against the UK sanctions list. You must not instruct us where doing so would breach

UK financial sanctions. Suspected matches must be reported to the Office of Financial Sanctions Implementation (OFSI).

9. Reports

Our reports/advice may not be published without our prior written consent. Copyright remains ours. Reports are issued digitally; hard copies are available for £35.

10. Papers

We may retain your documents until fees are paid. Unless instructed otherwise, papers may be destroyed six years after our final invoice.

11. Email

By emailing us, you consent to email communication and accept associated risks. We may act on electronic instructions appearing to be from you.

12. Data Protection

Both parties will comply with UK GDPR. You confirm appropriate consents for any personal data shared. We may carry out identity checks electronically under the Money Laundering Regulations 2017 and disclose details to authorities if required. We may use your contact details for updates unless you opt out.

13. Limitation of Liability

Claims may only be brought against MBI, not individuals. We are not liable for third-party reliance, consequential loss, or EPC-related losses. Liability is capped at £1 million per claim (or higher if required by NAEA). No claim may be brought after six years. Fraud, dishonesty, and personal injury liability cannot be excluded.

14. Indemnities

You indemnify us against losses from misrepresentation, unauthorised use of our work, or third-party copyright claims. This includes EPCs prepared by you.

15. Assignment

You may not assign this agreement without our written consent.

16. Termination

We may terminate immediately if performance becomes impossible, you breach obligations, or payments are overdue. Either party may terminate on 28 days' notice, subject to any minimum instruction period. Termination does not affect liability for accrued fees or expenses.

17. Money Laundering Compliance

We must comply with the Money Laundering Regulations 2017. You agree to provide proof of identity, address, and funding promptly when requested.

18. Complaints and Insurance

We operate a complaints procedure per NAEA requirements. Unresolved complaints may be referred to The Property Ombudsman (TPOS). Details of our professional indemnity insurance are available on request.

19. Law and Jurisdiction

These Terms are governed by the laws of England and Wales, with exclusive jurisdiction of the English courts. Invalidity of any clause does not affect the remainder.

20. Rights of Third Parties

Except as in Clause 13, no third party may enforce or rely on these Terms under the Contracts (Rights of Third Parties) Act 1999.

21. Non-Solicitation

For 12 months after termination, you must not solicit or employ our staff involved in the Services. Breach requires payment of one year's gross remuneration as liquidated damages.

22. Conflicts of Interest

You must inform us of any conflict of interest. We may terminate Services if a conflict arises.

23. Client Money Protection

If we hold client money, we do so in compliance with the Client Money Protection (CMP) scheme, as required by law. Proof of membership is available on request.

24. Changes in Law

If legislation or regulation affecting property agents changes during our appointment (including future Regulation of Property Agents reforms), these Terms are deemed updated to the extent necessary for compliance. Either party may request formal amendment to reflect such changes.