

Terms of Business

Blootek Ventures Limited T/A Bettermove

Terms of Business

To be read in conjunction with our Property Sale Agreement. Please take time to read this document carefully and ask any questions relating to the Terms of Business before signing the Property Sale Agreement.

1. Introduction

1.1 These Terms of Business set out the basis upon which Blootek Ventures Limited trading as Bettermove ('we', 'us', 'our') will act in connection with the introduction and facilitation of a property sale for you (the 'Seller').

1.2 These terms form a legally binding contract and must be read in conjunction with the Property Sale Agreement.

1.3 We act as a property introducer and facilitator and not as a traditional estate agent marketing your property to the public.

2. Definitions

2.1 Agreed Sum: The net sale price payable to the Seller under this agreement.

2.2 Buyer Purchase Price: The price paid by the Buyer for the Property.

2.3 Buyer: The person(s) purchasing the Property.

2.4 Completion: The date of legal completion of the sale of the Property.

2.5 Property: The property you have instructed us to facilitate the sale of.

2.6 Contractual Period: The period beginning when you approve the property brochure and continuing for 30 days, automatically renewing for successive 30-day periods unless cancelled by the 25th day.

3. General

3.1 If the Seller consists of more than one person, each shall have joint and several liability under this agreement.

3.2 You remain liable to redeem all charges and mortgages relating to the Property.

3.3 You warrant that: (i) Each Seller has the authority, power, and capacity to enter into this agreement; (ii) Each Seller is the legal and beneficial owner of the Property or is duly authorised by the beneficial owner to sell it.

4. Services Provided

4.1 We will endeavour to source a Buyer by utilising our database and by promoting the Property on selected property portals.

4.2 We are not providing valuation, agency, or surveying services.

4.3 For the avoidance of doubt, any references to timescales, including a 30-day period, relate solely to the period during which we will endeavour to agree a sale or secure a Buyer at the Agreed Sum.



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Such timescales do not relate to exchange of contracts or legal completion, which are dependent on third-party processes outside our control, including solicitors, lenders, surveys, searches, and Buyer circumstances.

5. Equitable Interest

5.1 Upon signing this Agreement, you irrevocably grant to us an equitable interest in the Property, representing the right to acquire, dispose of, or otherwise deal with the Property for the purpose of securing a Buyer.

5.2 This equitable interest constitutes a proprietary right in the Property and shall subsist from the date of this Agreement until legal completion or termination under Clause 14.

5.3 You acknowledge that, in consideration of the Agreed Sum, we may transfer, assign, novate, or surrender our equitable interest to a Buyer, an associated company, or a nominated SPV, and that our margin represents consideration for the transfer or surrender of that interest.

5.4 The equitable interest may be protected at HM Land Registry by the registration of a restriction, agreed or unilateral notice (Form RX1), and you consent to such protection being entered to secure our proprietary rights.

5.5 Nothing in this clause grants us the right of occupation or possession of the Property, but you acknowledge that our equitable interest gives us a beneficial entitlement in equity to the margin realised upon completion.

6. Asking Price and Offers

6.1 The Agreed Sum is not a market valuation and may differ from the Buyer Purchase Price achieved.

6.2 You authorise us to negotiate and agree a Buyer Purchase Price on your behalf, provided it exceeds the Agreed Sum and we are satisfied with the Buyer's ability to proceed. You acknowledge that our decision-making may include commercial considerations, including our anticipated margin.

6.3 You expressly instruct and authorise us not to forward any offers to you unless we choose to do so at our sole discretion. In determining suitability, we may take into account factors such as the Buyer's ability to proceed, the stage of the transaction, the circumstances of the offer, and our anticipated margin. This applies to all offers, including those above or below the Agreed Sum, received after a sale has been agreed, made outside our formal process, or from Buyers we consider unsuitable or unable to proceed.

6.4 You understand that we aim to achieve the best Buyer Purchase Price possible for the purposes of our commercial model, and that you will receive the Agreed Sum regardless of the Buyer Purchase Price achieved. We will retain the difference between the Agreed Sum and the Buyer Purchase Price.

6.5 If issues arise as a result of the Buyer's survey, due diligence, or limited Buyer interest, we may propose a revised Agreed Sum. You may accept or decline the revised sum. If accepted, a new agreement will be entered into reflecting the revised terms.

7. Exclusivity Agreement

7.1 You authorise us to enter into an Exclusivity Agreement on your behalf once a £1,000 exclusivity deposit has been received from the Buyer. Upon payment of this deposit, the Buyer will be granted exclusivity for a specified period. If the Buyer withdraws during this period, the deposit may be forfeited to us.



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8. Remuneration

8.1 During the Contractual Period: If you dispose of, agree to sell, or exchange contracts for the Property with any Buyer (whether or not introduced by us) during the Contractual Period, you will be liable to pay us a sum equal to 3% of the sale price (subject to a minimum of £4,000). This ensures compensation for loss of exclusivity and our anticipated margin.

8.2 After the Contractual Period: If, following the expiry or termination of the Contractual Period, you sell or otherwise dispose of the Property to a Buyer introduced by us (whether the sale price is above, equal to, or below the Agreed Sum), you shall remain liable to pay us the greater of:

- (a) any amount received in excess of the Agreed Sum; or
- (b) 3% of the sale price (subject to a minimum of £4,000).

This liability shall apply only where such sale occurs:

- within six (6) months of the end of the Contractual Period where another estate agent is instructed; or
- within two (2) years of the end of the Contractual Period where the Property is sold privately without the involvement of another estate agent,

in each case to a Buyer who was introduced by us during the Contractual Period, in accordance with the requirements of the TPO Code of Practice.

Payment shall be due immediately upon exchange of contracts with a Buyer introduced by us.

8.3 Withdrawal: if you withdraw from a transaction, refuse to proceed, or otherwise fail to complete a sale to a ready, willing and able Buyer introduced by us, we reserve the right to recover our reasonable costs and losses incurred up to the date of withdrawal. Where appropriate, this may include a fee of up to 3% of the agreed sale price (subject to a minimum of £4,000), reflecting the work undertaken, resources committed, and the stage the transaction had reached. We will act reasonably and proportionately in applying this clause, taking into account the circumstances surrounding the withdrawal. This clause shall not operate in addition to clauses 8.1 or 8.2 but as an alternative basis of payment depending on the circumstances.

8.4 We reserve the right to deduct any sums due to us under these Terms directly from any funds held or payable to you.

9. Property Descriptions

9.1 You agree to provide accurate and complete information about the Property and to approve all marketing details before publication.

9.2 Under the Consumer Protection from Unfair Trading Regulations and The Property Ombudsman Code, you are responsible for ensuring all statements are accurate and not misleading.

9.3 You indemnify us against any reasonable loss arising from inaccurate or misleading information you provide.

9.4 You confirm ownership or rights to use any existing marketing photos.

10. Property Viewings

10.1 You are responsible for carrying out your own viewings unless you request in writing that we conduct them on your behalf.

11. Energy Performance Certificate (EPC)

11.1 A valid EPC is required before marketing. If one is not available, we can arrange one for £96.

12. Anti-Money Laundering (AML)



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12.1 We are required by law to verify the identity of all clients under the Money Laundering Regulations 2017. We use a third-party electronic verification system to confirm identity, and a record of this check will be retained in accordance with legal requirements.

13. Your Right to Cancel

13.1 If you are a consumer client and this Agreement was not agreed in person at our premises, you have 14 days to cancel without giving any reason.

13.2 We cannot commence marketing during this period unless you expressly request us to do so by approving the property brochure.

13.3 If you do request that we begin marketing immediately and later cancel, you agree to pay our reasonable costs incurred up to the point of cancellation.

13.4 To cancel, email: customer@bettermove.co.uk.

14. Our Right to Cancel

14.1 We may terminate this Agreement at any time by providing written notice to you.

15. Complaints

15.1 We operate a formal complaints procedure and are members of The Property Ombudsman (TPO). If requested, we will provide a copy of our internal complaints process and the TPO Code of Practice (www.tpos.co.uk).

16. Personal Information

16.1 We will use your personal data to: (i) provide our services; (ii) comply with legal obligations; and (iii) send information about similar services (you can opt out at any time). For full details, please refer to our Privacy Policy at www.bettermove.co.uk/privacy.

17. Other Important Terms

17.1 For the avoidance of doubt, you acknowledge that this Agreement grants us the contractual and equitable proprietary interest in the Property described in clause 5, which we may transfer, assign or novate to a Buyer, associated company or special purpose vehicle (SPV) as part of the sale structure.

17.2 We, or any associated company, SPV or third party nominated by us, reserve the right to purchase the Property directly.

17.3 We're not responsible or accountable for third-party referrals, and any arrangements entered into with such parties are at your own risk.

17.4 Each clause operates separately; if one is invalid, the remainder remains enforceable.

17.5 This Agreement is governed by the law of England and Wales, and disputes shall be subject to the exclusive jurisdiction of its courts.



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18. Limitation of Liability

18.1 Our total liability to you under this Agreement shall not exceed the total fees paid to us in connection with the Property.

19. Non-Circumvention Clause

19.1 You agree not to bypass or attempt to bypass us by dealing directly with any Buyer introduced by us.

20. Communication

20.1 Any notice under this Agreement shall be validly given if sent by email to your last known email address or to customer@bettermove.co.uk.

