

This guide highlights the most important matters to be considered and to be aware of when dealing with estate agents during your search for a property to buy.

There may be several different people with whom you will have contact during the purchase of a property, each with different responsibilities. They are:

- **The Seller** – who instructs the estate agent and a legal representative to act on their behalf. However, only the seller can choose whether to accept an offer or whether to withdraw from a transaction and sell to another potential buyer.
- **The Estate Agent (the agent)** – who is instructed by the seller of the property and whilst they have a responsibility to treat you as a prospective buyer fairly, their client, and the person paying for their services, is the seller. As such the agent will act in the best interests of their client. The agent has no control over the legal process but will generally assist in checking on the progress of the purchase and, if agreed, in handing keys over on completion of the sale.
- **The Mortgage Provider** – if you require a mortgage you may deal with a bank or building society, either directly or through an adviser. The agent is not allowed by law to give you any financial advice but they might refer you to an adviser with whom they have links or who works in a separate part of the same company. The agent will not have access to the records of the mortgage provider or adviser and has no control over the progress of any mortgage application.
- **The Surveyor/Valuer** – who may be engaged directly by you or by the mortgage provider and will offer various surveys from a general valuation report to a structural survey. Unless the mortgage provider specifies otherwise it is your choice as to the type of survey undertaken.
- **Your Legal Representative** – who will be either a Licensed Conveyancer or a Solicitor and will work for you to progress the formalities of the sale and agree with you the potential dates for exchanging contracts and for completion. They will also communicate with the seller's legal representative in respect of any further negotiations following the seller agreeing your original offer.
- **The Energy Assessor** – who will produce the Energy Performance Certificate on behalf of the seller which can be obtained via the seller, agent or online at <https://www.epcregister.com/home.html>

When dealing with an agent you should:

- Be aware of which Code of Practice the agent has committed to follow and obtain a copy of that Code.
- Be aware that you are under no obligation to use any associated services offered by the agent. You are entitled to use your own financial adviser, legal representative (unless you wish to do your own conveyancing), and surveyor if you wish a more detailed examination of the property than the lender requires. Refusal of additional services should not prejudice any offers or viewings through the agent.
- Clarify the precise circumstances where you may be charged a fee, how that fee will be calculated and when it will become due.
- Ask questions of the agent about any aspect of the property that you require further information on.
- Understand that the agent must describe the property as accurately as possible and not misrepresent the details. In accordance with the Consumer Protection from Unfair Trading Regulations 2008, the agent must describe a property truthfully and provide you with material information to allow you to make an informed transactional decision. Sales particulars should give a general description of the property and will highlight, for instance, the type of heating, double glazing installed, or appliances or furnishings that may be included in the sale. The agent will not have tested any facilities but if they are of particular importance to you it is wise to question the agent further and they can ascertain the relevant information from the seller on your behalf.
- Ask to see the Energy Performance Certificate and consider its contents if you are seriously intending to make an offer to purchase the property in question.
- Understand that the agent must record all offers received and pass a written copy of the offer promptly to the seller. The agent must not conceal, misrepresent, withhold or delay communicating offers.
- Expect confirmation from the agent that your formal offer and any conditions you have set has been submitted to the seller and whether or not the seller has accepted that offer.
- Expect the agent to enquire about the source and availability of the funds you intend to use to purchase the property and advise their seller client.
- Be aware that the agent will ask you for identification and other relevant information in accordance with anti-money laundering procedures.
- Understand that it is the seller who decides whether to accept an offer, to reject an offer, when to stop marketing the property after an offer has been made, to whom to sell the property and at what price. The agent can only guide the seller in this regard, it is not their decision.
- Understand that even if marketing has ceased following the seller accepting your offer, the agent remains obliged to inform the seller of offers that may be received from other potential buyers up until the point of exchange of contracts. Only a seller can give an instruction for offers not to be passed on.

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