

TERMS & CONDITIONS

for the supply by Blythe Liggins of model form estate agents contracts (“Model Terms”) to an estate agent (“the Agent”)

1. The Model Terms are supplied by Blythe Liggins, Solicitors, of Edmund House, Rugby Road, Leamington Spa CV32 6EL
2. The Model Terms are designed to comply with all relevant laws as at 1st August 2011 and also with The Property Ombudsman’s Code of Practice for Residential Estate Agents effective from 1st August 2011. Accordingly, they are not designed for use by members of another Ombudsman’s scheme.
3. The Model Terms are intended for use in England and Wales only.
4. The Model Terms contain a statement that the Agent is a member of NAEA. This must be deleted if the Agent is not a member of NAEA.
5. Since each Agency is operated on a different basis and in accordance with its own particular practices and procedures, the Agent must ensure that all of the contents of the Model Terms are suitable and appropriate for that Agent. The Agent is responsible for making such amendments to the Model Terms as are necessary or appropriate to tailor them to the Agent’s own practice. Blythe Liggins will not be liable for any such amendments which the Agent may make and the Agent should seek its own legal advice on the effect of any such amendments.
6. Copyright in the Model Terms belongs to Blythe Liggins. The Agent is granted a non-exclusive, non-transferable licence to use the Model Terms in the Agent’s business but shall not be permitted to:-
 - transfer, assign, sell, sub-licence or otherwise exploit the Model Terms
 - publish the Model Terms (or any part of them) on the internet or in electronic format or in any other manner accessible by third parties (save in printed or non-reproducible form to the Agent’s own clients) nor permit anyone else to do so
7. The Agent agrees to notify Blythe Liggins in writing, as soon as reasonably practicable, should it come to the Agent’s attention that a third party has published or is publishing the Model Terms or extracts from them in a manner inconsistent with Blythe Liggins’ copyright in the Model Terms
8. Blythe Liggins shall have no responsibility to advise the Agent of any changes or developments in the law which might necessitate or render appropriate any changes to the Model Terms and it shall be the responsibility of the Agent to update the same

from time to time. Blythe Liggins may make amendments to its Model Terms from time to time without advising the Agent of such changes.

9. (a) Blythe Liggins shall not be responsible for any indirect, consequential or economic loss suffered or incurred by the Agent arising out of its use of the Model Terms
 - (b) In any event the maximum liability of Blythe Liggins for any loss, damage, costs, demands or liabilities suffered or incurred by the Agent arising out of its use of the Model Terms shall be limited to the price paid for them by the Agent to Blythe Liggins
 - (c) Nothing in this clause purports to limit or exclude Blythe Liggins' liability for fraud, personal injury or death.
10. If any exclusion, limitation, disclaimer or other provision in these terms and conditions is held to be unenforceable or invalid, such provision shall be deemed to be varied to the extent necessary to render the same enforceable or valid and the same shall not affect the remaining provisions of these terms and conditions.
 11. These terms and conditions set out the entire agreement between Blythe Liggins and the Agent and supercede all previous discussions, understandings and agreements with regard to their subject matter.
 12. Failure by either party to enforce their rights under these terms and conditions shall not be deemed to constitute a waiver of such rights.
 13. No one other than Blythe Liggins and the Agent shall have any rights arising out of this contract by virtue of the Contracts (Rights of Third Parties) Act 1999.
 14. This contract shall be interpreted in accordance with the laws of England.