

Property Partners Limited (PPL) Private Treaty Terms & Conditions

1. Introduction

1.1 What we do.

We own and provide the PPL portal which facilitates and streamlines the buying and selling of property and is made available by PPL for access through the PPL website (available [here](#) (the “**PPL Portal**”).

1.2 Please read these Private Treaty T&Cs carefully.

By registering in a Property Sale (defined below) via the PPL Portal as a Purchaser, Vendor, or Professional Adviser in relation to a Property Sale, you expressly agree to these Private Treaty T&Cs.

1.3 The purpose of these Private Treaty T&Cs.

These terms and conditions (“**Private Treaty T&Cs**”) apply to all online private treaty sales of property conducted on the PPL Portal, (the “Property Sale”). In these Private Treaty T&Cs any reference to a “**Listed Property**” means the property or properties that a Vendor is proposing to sell, and Purchasers are seeking to buy by way of a Property Sale.

1.4 Parties to these Private Treaty T&Cs.

You agree that these Private Treaty T&Cs constitute a legally binding agreement between the user of the PPL Portal for use of the PPL Portal as a technology platform to enable interested parties to participate in a Property Sale (“**you**”, “**your**”) and Property Partners Limited a limited liability company registered in Ireland (CRO Number 317941) having its registered office c/o DHKN Limited, Galway Financial Services Centre, Moneenageisha Road, Galway (“**we**”, “**us**”, “**our**”).

2. Purchaser (Pre-property Sale) Obligations

The following section applies to Purchasers:

2.1 What we are not responsible for.

You acknowledge and agree that we provide the PPL Portal as a technology platform to facilitate such Property Sales and does not provide any advice or assistance relating to the sale of a Listed Property. As such we are not responsible for actions taken by Purchasers via the PPL Portal and any participation in a

Property Sale is at your own risk. We expect and strongly recommend that all Purchasers take standard precautions before participating in any Property Sale, for example and without limitation:

- a. take professional advice from appropriate Professional Advisers in relation to the Property Sale, including a Solicitor and, in appropriate cases, a chartered surveyor and an accountant;
- b. have the funds or finance available for the Booking Deposit (defined below) and eventual purchase price of the Listed Property;
- c. carry out usual searches and make usual enquiries of the Listed Property or engage Professional Advisers to do the same; and
- d. if applicable, consider with the chosen mortgage provider that the Listed Property would be deemed suitable for mortgage lending purposes.

2.2 We assume you act like a prudent Purchaser.

The conditions assume that the Purchaser has acted like a prudent Purchaser. If you choose to buy a Listed Property through a Property Sale without taking these normal precautions, you do so at your own risk.

3. Property Sale Process

The following section applies to Purchasers:

3.1 Carry out your own due diligence.

A Listed Property, offered by an Estate Agent for sale on behalf of a Vendor via the PPL Portal, will be available for inspection and marketing purposes for a set period of time (as determined by the Estate Agent acting on the Vendor's behalf) on the Estate Agent's website (the "Marketing Period") to allow interested parties sufficient time to carry out their due diligence prior to the Property Sale.

3.2 We may refuse any offer.

You must place any offer on the Listed Property through the PPL Portal during the period the Listed Property is made available for receipt of offers by Purchasers, as set by the Estate Agent acting on the advice of the Vendor. We may refuse to accept an offer and we do not have to explain why.

3.3 Contents of an offer.

Each offer on a Listed Property must contain:

- a. the monetary value of the offer;
- b. proof of your identification and address;
- c. Proof of Funds (as defined below); and

d. if the sale of the Listed Property may be subject to a survey.

3.4 Consideration of offers.

Once the Sale Period has closed, all offers placed in relation to a Listed Property will be made available to the Vendor and Estate Agent for their consideration. For the avoidance of doubt, PPL is not involved in the process of selecting offers or responsible for the decision made in relation to any offer placed in relation to a Listed Property.

3.5 The highest value offer may not be accepted.

You acknowledge and agree that the offer accepted on a Listed Property by the Estate Agent acting on the advice of the Vendor may not necessarily be the highest offer placed in relation to a Listed Property. You also acknowledge and agree that the offer accepted may not be in excess of the Asking Price.

4. Successful Purchasers

The following section applies to Purchasers:

4.1 Requirements of the Successful Purchaser.

If your offer is accepted by the Estate Agent acting on the advice of the Vendor, PPL will send you an email confirming that your offer on the Listed Property has been accepted, at which point you will be deemed the “Successful Purchaser”. All offers (including the Contract for Sale) are accepted by the Estate Agent on behalf of a Vendor on a ‘Subject to Contract/Contract Denied basis’. For the avoidance of doubt, the Estate Agent is the only party with the authority to accept an offer made on a Listed Property on the PPL Portal.

4.2 Booking Deposit.

If you are the Successful Purchaser, you must pay the agreed deposit on the Listed Property as set by the Estate Agent acting on the advice of the Vendor, the “Booking Deposit”. The Successful Purchaser can pay the Booking Deposit required directly to the Estate Agent acting on behalf of the. All card payments are processed by the Payment Facilitator and the Successful Purchaser could be subjected to a Service Fee (defined below). The Booking Deposit for a Listed Property will be held by the Estate Agent as stakeholder and is fully refundable until such time as the Contract for Sale is signed by the Successful Purchaser and the Vendor.

4.3 Service Fee.

The Successful Purchaser may be subjected to a fee by the Estate Agent upon finalising the payment of their Booking Deposit ("Service Fee").

4.4 Proof of Funds.

In addition to the Booking Deposit, you must upload satisfactory documents to the PPL Portal to prove to the Estate Agent you have the financial ability to complete the purchase of the Listed Property within two business days from the email notification of acceptance outlined in clause 4.1, if this has not already been pre-approved by the Estate Agent. These documents may include a bank statement evidencing you have the required financing for the sale of the Listed Property, the "Proof of Funds".

4.5 Right to re-offer the Listed Property.

If you (as the Successful Purchaser) do not pay the required Booking Deposit and provide Proof of Funds within two business days from the email notification of acceptance outlined in clause 4.1, the Estate Agent reserves the right to re-offer the Listed Property for sale. For the avoidance of doubt, if the Estate Agent elects to re-offer the Listed Property, the Vendor may unilaterally revoke its agreement to enter into the Contract for Sale.

4.6 The Sale Agreed Period.

When the Successful Purchaser has paid the required Booking Deposit (and provided Proof of Funds to the satisfaction of the Estate Agent), the Successful Purchaser shall have a sale agreed period of three weeks from the date that the Vendors Solicitor issues contracts to the Successful Purchasers Solicitor to carry out detailed due diligence and to execute a binding Contract for Sale (the "**Sale Agreed Period**"). The Vendor, at its sole discretion, shall be entitled to extend the Sale Agreed Period. During the Sale Agreed Period, the PPL system will not allow any other Purchaser to place an offer on that Listed Property.

4.7 Execution of the Contract for Sale.

The Successful Purchaser is under no obligation to proceed to signature of the Contract of Sale. However, if the Successful Purchaser does not execute a binding Contract for Sale within the Sale Agreed Period, the Estate Agent reserves the right to re-offer a Listed Property for sale and the Vendor may unilaterally revoke its agreement to the Contract for Sale. Signature of the Contract for Sale may be done electronically or manually.

4.8 You must comply with the Contract for Sale.

Once a binding Contract for Sale has been executed, the Purchaser is obliged to buy the Listed Property at the price of the accepted offer on the Listed Property

plus VAT (if applicable) and proceed to completion of the transaction in accordance with the Contract for Sale.